



Sussex County Council Public/Media Packet

**MEETING:
May 15, 2018**

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**Sussex County Council
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Georgetown, DE 19947
(302) 855-7743**

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



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ROBIN GRIFFITH
CLERK

Sussex County Council

AGENDA

MAY 15, 2018

10:00 A.M.

**AMENDED on May 9, 2018 at 12:15 p.m.¹

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. Proclamation – Community Action Month
2. Board and Committee Appointments
3. Administrator's Report

Gina Jennings, Finance Director

1. Conduent Software Agreement Extension

Jeff Cox, Deputy Director of EMS

1. Memorandum of Understanding with Delaware Office of EMS



****Dwayne Kilgo, Director of Information Technology**

1. Presentation of the results of the Request for Proposals (RFP) for High Speed Internet/Broadband Services

Hans Medlarz, County Engineer

1. Town of Georgetown and County Wastewater Agreement
2. Habitat for Humanity
 - A. Cancellation of Lease Agreement
 - B. Donation for Transition of Building Ownership
3. Approval of Amendments to the Agreement for Wastewater Services between the City of Seaford and the Sussex County Unified Sanitary Sewer District

Grant Requests

1. Georgetown – Millsboro Rotary Club for Flags for Heroes
2. Gumboro Community Association for operating costs
3. American Legion Auxiliary Unit 28 for poppy fund
4. Ocean View Historical Society for Coastal Towns Museum project

Introduction of Proposed Zoning Ordinances

Council Members' Comments

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

Possible Action on Executive Session Items

1:30 p.m. Public Hearings

Conditional Use No. 2120 filed on behalf of PJM Properties, LLC

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR CONDITIONAL USE NO. 1106 TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 5.706 ACRES, MORE OR LESS” (lying on the northeast side of Williamsville Road, approximately 2,476 feet southeast of Lighthouse Road (Route 54) (Tax I.D. No. 533-19.00-287.02) (911 Address: N/A)

Change of Zone No. 1848 filed on behalf of R. Keller and Joann Hopkins
“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 22.53 ACRES, MORE OR LESS” (lying at the southeast corner of E. Redden Road and DuPont Boulevard) (Tax I.D. No. 135-6.00-10.00) (911 Address: 18864 Redden Road, Georgetown)

Adjourn

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on May 8, 2018 at 4:25 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

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¹ Per 29 Del.C. §10004(e)(5) and Attorney General Opinion No. 13-IB02, this agenda was amended to address a matter which arose after the initial posting of the agenda but before the start of the Council meeting.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MAY 1, 2018

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, May 1, 2018, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 267 18
Approve
Agenda**

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

Motion Adopted: 5 Yeas.

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

Minutes

The minutes of April 24, 2018 were approved by consent.

**Public
Comments**

Public Comments

Dan Kramer commented on the Council's budget workshop scheduled for May 8th.

Paul Reiger commented on the following matters: meetings of the Board of Adjustment, the need for a fact sheet listing permitted uses, and the need for definitions of public, private, and commercial.

**Presenta-
tion of
Memorial
Poppies**

Karen Merry was in attendance on behalf of the American Legion Post 28 Auxiliary to present memorial poppies to the Council in remembrance of our Veterans. For more than 90 years, the American Legion Auxiliary has distributed the memorial poppy to remind Americans of soldiers that sacrificed their lives and health to keep our nation free.

**M 268 18
Approve
Consent
Agenda
Items**

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

- 1. Wastewater Agreement No. 597-3
Sussex County Project No. 81-04
The Woodlands – Phase 3
Miller Creek Sanitary Sewer District**
- 2. Wastewater Agreement No. 667-3
Sussex County Project No. 81-04
Dove Landing – Pump Station Re-Design
Millville Expansion of the Bethany Beach Sanitary Sewer District**
- 3. Wastewater Agreement No. 378-8
Sussex County Project No. 81-04
Warrington Creek – Phase 7 (aka Sawgrass South)
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**
- 4. Wastewater Agreement No. 1063
Sussex County Project No. 81-04
Camp Arrowhead Forceman
Angola Neck Sanitary Sewer District**

Motion Adopted: 5 Yeas.

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

**Adminis-
trator's
Report**

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

1. Sussex County Council Comprehensive Land Use Plan Workshop

The next Sussex County Council Comprehensive Land Use Plan Workshop will be held on Tuesday, May 1st, at 12:00 noon in Council Chambers. A copy of the agenda is attached.

2. Sussex County Council FY 2019 Budget Workshop

The Sussex County Council will not hold a regular meeting next Tuesday, May 8th, in order to meet for its annual budget workshop. The Fiscal Year 2019 Budget Workshop will be held at 10:00 a.m. in the Sussex County Emergency Operations Center. The next regularly scheduled Council meeting will be held on May 15th at 9:30 a.m.

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

**Old Business/
CZ 1770** Under Old Business, the Council considered Change of Zone No. 1770 filed on behalf of TD Rehoboth, LLC.

The Sussex County Council held a Public Hearing on this application on April 10, 2018 at which time action was deferred.

**M 269 18
Adopt
Proposed
Ordinance/
CZ 1770
(Denied)** A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 114.4821 ACRES, MORE OR LESS” (Change of Zone No. 1770) filed on behalf of TD Rehoboth, LLC (Tax Map I.D. No. 235-23.00-1.00) (911 Address: None Available).

Motion Denied: 3 Nays, 2 Yeas.

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

**FY2019
General
Labor &
Equipment
Contract** Hans Medlarz, County Engineer, reviewed the bid results for the FY2019 General Labor & Equipment Contract and recommended awarding the contract to George & Lynch, Inc. at the bid amount of \$4,827,190.00. This contract award will be valid for one year, with an option for Council to extend it, based on contractor performance, for two (2) additional one-year periods at the same unit prices.

**M 270 18
FY 2019
General
Labor &
Equipment
Contract/
Bid
Award** A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Sussex County Engineering Department, that the total bid for Contract 19-01, FY2019 General Labor & Equipment Contract, be awarded to George & Lynch, Inc. of Dover, Delaware, in the amount of \$4,827,190.00.

Motion Adopted: 5 Yeas.

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

**Concord
Road
Utility
Upgrade-
Expansion** Mr. Medlarz presented for Council’s consideration a Change Order in the amount of \$31,776.86 under the Memorandum with the Town of Blades for the water portion of the Concord Road Project. He noted that this is a joint award and everything is done under a reimbursement basis. The County is the contracting party and is not incurring any debt.

M 271 18
Approve
Change
Order/
Concord
Road
Utility
Upgrade-
Expansion
of the
Blades SSD

A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Sussex County Engineering Department, that Change Order No. 1 for Contract #15-03, Concord Road Utility Upgrade – Expansion of the Blades Sanitary Sewer District, be approved, which increases the Contract amount by \$31,776.86 for a new total of \$2,435,558.86.

Motion Adopted: 5 Yeas.

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

Presenta-
tion of
Chapter
110 of
County
Code

Mr. Medlarz and Vince Robertson, County Attorney, gave a presentation on a Draft Ordinance amending and restating Chapter 110 (Water and Sewers) of the Sussex County Code. The presentation included information on Code revision trigger points, amendment highlights, new programs, amended design details, financial aspects, and a proposed implementation schedule. It was noted that this re-write, if approved, will supersede the existing Chapter 110 as well as all policy-based adjustments, memos and exceptions. It was also noted that all fees will be established through the budget process, with the exception of pre-treatment related charges. Mr. Robertson presented the Draft Ordinance.

Introduction
of Proposed
Ordinance

Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 110, BY DELETING THAT CHAPTER IN ITS ENTIRETY AND AMENDING AND RESTATING IN ITS ENTIRETY”.

The Proposed Ordinance will be advertised for Public Hearing.

Grant
Request

Mrs. Jennings presented a grant request for the Council’s consideration.

M 272 18
Council-
manic
Grant

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to give \$1,000.00 (\$500.00 each from Mr. Wilson’s and Mr. Vincent’s Councilmanic Grant Accounts) to the Woodbridge High School Performing Arts Boosters for band equipment.

Motion Adopted: 5 Yeas.

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

M 273 18
Adjourn

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to adjourn at 11:34 a.m.

**M 273 18
(continued)**

Motion Adopted: 5 Yeas.

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

Respectfully submitted,

**Robin A. Griffith
Clerk of the Council**

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

DRAFT

SUSSEX COUNTY COUNCIL



PROCLAMATION

PROCLAIMING THE MONTH OF MAY AS "COMMUNITY ACTION MONTH"

WHEREAS, Community Action connects individuals and families to approaches that help them succeed, and promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Americans are able to live in dignity; and

WHEREAS, Community Action connects millions of children and families to greater opportunity, transforming their lives and making our communities – and our nation – stronger; and

WHEREAS, Community Action serves 99 percent of America's counties in rural, suburban, and urban communities, offering life-changing services that create pathways to prosperity by connecting families to job training, affordable housing, utility assistance for seniors, promoting community-wide solutions and sharing expertise; and

WHEREAS, Community Action will continue to implement innovative programs that create a greater chance at success for everyone, will continue to focus on a broader range of community challenges to ignite economic growth and ensure all families can benefit, and will continue to be a voice for the disenfranchised;

NOW, THEREFORE, BE IT RESOLVED, that the Sussex County Council hereby proclaims the month of May 2018 as "Community Action Month" in Sussex County in recognition of the hard work and dedication of all community action agencies, and First State Community Action Agency in the State of Delaware.



Michael H. Vincent, President


TODD F. LAWSON
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Sussex County
DELAWARE
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Memorandum

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

FROM: Todd F. Lawson
County Administrator 

RE: **BOARD AND COMMITTEE APPOINTMENTS**

DATE: May 11, 2018

During Tuesday's meeting, you will consider the reappointment of Rebecca Calio (Mr. Vincent's district) and Harriet Elliott (Mr. Wilson's district) to the Library Advisory Board. As you know, the Library Advisory Board meets monthly and serves in an advisory capacity to the County Library Administrator. One board member is appointed for each district. Each member serves a three-year term and may serve no more than two consecutive terms. Both members have agreed to serve another term on the board.

Also for consideration on Tuesday are two appointments to the Advisory Committee on Aging & Adults with Physical Disabilities. Linda M. Forte (Mr. Arlett's district) and Antionette Wright-Johnson (Mr. Cole's district) have expressed an interest in serving on the committee. The purpose of the Advisory Committee on Aging & Adults with Physical Disabilities is to promote and advocate for the benefits of the aging and adults with physical disabilities in Sussex County. Members are appointed for two-year terms, and the committee meets bimonthly.

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



GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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Sussex County
DELAWARE
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MEMORANDUM:

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

FROM: Gina A. Jennings
Finance Director/COO

RE: **CONDUENT SOFTWARE AGREEMENT EXTENSION**

DATE: May 9, 2018

On Tuesday, I will be making a recommendation to extend Conduent's (formally known as ACS) agreement to end as of May 2019. Conduent is used in both the Recorder of Deeds and Register of Wills as a document management system.

In March, Council awarded a contract with a new software vendor for the Recorder of Deeds office. The office is going through the implementation process and should be completed this summer. A couple of weeks ago, the Register of Wills office issued a Request for Proposal for their software. Since both offices are under the same agreement, we feel it is in the best interest of the County to extend the agreement with the current vendor until new systems are in place for both offices. We are hopeful the Register of Wills will have their software selected this summer with implementation completed in the winter.

The good news is that there will be no fees paid to Conduent once we stop using their software. The agreement ensures that we have Conduent's support through our transition.

Attached is the agreement. Please let me know if you have any questions.

Attachment



Agreement for Information Technology Products and Services

Conduent Enterprise Solutions, LLC
Sussex County, Delaware

This agreement for information technology products and services (“Agreement”) is entered into by and between **Conduent Enterprise Solutions, LLC**, 8600 Harry Hines Blvd., Dallas, TX 75235 (“Conduent”), and **Sussex County**, a political subdivision of the State of Delaware (“Client”), 2 The Circle, Georgetown, DE 19947. Conduent and Client (each individually a “party” and collectively the “parties”) agree as follows:

- 1. SERVICES** Conduent agrees to provide to Client the information technology products, software, and related materials (“System”) and perform for Client the services (“Services”) described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on May 26, 2018 (“Effective Date”) and shall continue through May 25, 2019 unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). At the end of the Term, the parties may agree in writing to extend this Agreement for an additional one (1) year period (“Extended Term”), subject to the termination provisions of this Agreement.
- 3. PAYMENT** Client agrees to pay Conduent for the System and Services in accordance with the payment provisions set forth in Schedule A. Conduent shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Conduent will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Conduent will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
- 6. DELIVERY AND ACCEPTANCE** Conduent will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Conduent will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Conduent with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client’s business which is confidential and clearly designated as confidential or proprietary (“Client Confidential Information”), Conduent will instruct Conduent personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Conduent information that Conduent regards as confidential. However, Conduent shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Conduent; (iii) is independently developed by Conduent outside the scope of this Agreement and without any reliance on Client Confidential Information; (iv) is rightfully obtained from third parties; or (v) required to be produced by law. Conduent shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Conduent in the course of providing the Services.

8. CONDUENT PROPRIETARY INFORMATION Client agrees that Conduent methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Conduent, which may be disclosed to the Client, are confidential and proprietary information (“Conduent Confidential Information”). With respect to Conduent Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Conduent Confidential Information; (iv) is rightfully obtained from third parties; or (v) required to be produced by law, including but not limited to, a request under the State’s Freedom of Information Act. The parties agree that this Agreement and the exhibits are not considered Confidential Information of either party.

9. USE OF CONFIDENTIAL INFORMATION Conduent and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Conduent subcontractors, or permitted consultants engaged by the Client without the other party’s prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Conduent, Conduent employees, or by the authorized agents or subcontractors of Conduent as a part of the Services, including derivative works (individually and collectively “Conduent Intellectual Property”). The Services shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Conduent Intellectual Property shall vest solely in Conduent. Client understands and agrees that all Conduent Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Conduent. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

12. DATA BACKUP Throughout the Term, Client will be responsible for changing the external backup drive for all data contained in the System and sending it to Conduent on a regular basis (and in all cases, immediately prior to the provision by Conduent of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Conduent. Conduent shall be responsible throughout the Term for configuring its backup software to run on the servers and for the performance and maintenance of the servers utilized under this Agreement. If Conduent is unable to recover any or all lost or corrupted data, the responsibility and liability of Conduent for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Conduent shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data contained in the System. Under no circumstances will Conduent be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Conduent hereby grants to Client a limited, non-exclusive, non-transferable, license to use the Conduent Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Conduent represents and warrants that Conduent possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Conduent Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Conduent Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Conduent Intellectual Property without prior written authorization by Conduent; and will not export any Conduent software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Conduent as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Conduent to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Conduent explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Conduent makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy and to name Client as additional insured. Upon request, Conduent will provide evidence of coverage and additional insured coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Conduent will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Conduent, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Conduent warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Conduent will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONDUENT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONDUENT EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CONDUENT AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Conduent; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Conduent; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Conduent; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Conduent prompt written notice that identifies each defect with specificity. Conduent will investigate and verify each reported defect. Upon verification by Conduent of a reported defect, Conduent shall repair, replace, or otherwise correct each verified defect at no cost to Client in a reasonably prompt manner. A defect may be considered a material breach or default under this Agreement depending on its scope and impact to the Software's functioning. In the event that the parties cannot agree on whether a defect exists or whether such defect has been adequately cured, the parties may invoke or apply other remedies available under this Agreement, as applicable.

18. SOFTWARE WARRANTY Conduent warrants that during the Term any application software components of the System that are developed and owned by Conduent (including customized software components) and furnished to Client by Conduent under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Conduent. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Conduent software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Conduent; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Conduent; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Conduent; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party (“Force Majeure Event”).

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS To the extent permitted by law, each party shall indemnify and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party, or its employees, agents, or subcontractors. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement and shall not waive or alter Client’s statutory immunity.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

CONDUENT SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT CONDUENT HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT CONDUENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH CONDUENT HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONDUENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO CONDUENT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

22. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below. These procedures may be applied, if both parties agree, in the event either party seeks termination of this Agreement for any of the reasons, as set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Conduent and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. TERMINATION FOR BREACH OR DEFAULT BY CONDUENT If Conduent materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

24. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Conduent may terminate this Agreement for breach. Termination by Conduent shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

25. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Conduent if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source. Client agrees to discontinue use of all hardware, software, and other Conduent-owned materials no later than the effective date of termination and return the hardware, software, and other Conduent-owned materials to Conduent within thirty (30) calendar days after termination.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the date of termination Conduent will discontinue all Services and indexes and images will no longer be accessible from Conduent. Client agrees to allow Conduent to remove any Conduent-owned hardware, software, and other Conduent-owned materials. Conduent will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates.

27. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Conduent may not be adequate for protection of Conduent, and accordingly Conduent shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Conduent and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Conduent shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Conduent:

Conduent Enterprise Solutions, LLC
 8600 Harry Hines Blvd., Suite 300
 Dallas, TX 75235
 Attention: Louis Schiavone, Jr.
 Vice President

To Client:

Sussex County Recorder of Deeds
 2 The Circle
 Georgetown, DE 19947
 Attention: Scott Dailey
 Recorder

With a copy to:

Conduent Enterprise Solutions, LLC
 12410 Milestone Center Drive
 Germantown, MD 20876
 Attention: Contracts Department

Sussex County Register of Wills
 5 East Pine Street
 Georgetown, DE 19947
 Attention: Cynthia Green
 Register

30. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

31. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party’s successors and assigns. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Any other attempt to make an assignment without prior written consent of the Client shall be void. Conduent may provide for the delivery of all or part of the Services through the use of subcontractors. Conduent shall be responsible for all subcontractors and their work performed hereunder.

32. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

33. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party’s right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

34. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

35. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Delaware without reference to the principles of conflict of laws.

36. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Enterprise Solutions, LLC

Sussex County, Delaware

Signature

Signature

Louis Schiavone, Jr.

Name

Name

Vice President

Title

Title

SCHEDULE A

STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services (“Agreement”) by and between Conduent Enterprise Solutions, LLC (“Conduent”) and Sussex County, Delaware (“Client”).

A. SCOPE OF SERVICES

CONDUENT RESPONSIBILITIES

In addition to any services specified in the Agreement, Conduent shall perform the following Services for Client:

Sussex County Recorder of Deeds

1. Install and implement the current version of 20/20 Perfect Vision™, the Conduent open architecture land records document management, imaging, and workflow software (“System”) at the Client site located at 2 The Circle, Georgetown, Delaware.
2. Conduent will be responsible for the design, development, management, installation, training, and support of the System.
3. As part of System installation, the System will be configured to include the following modules and functions:
 - Recording
 - Cashiering
 - Indexing
 - Imaging
 - Searching
 - Retrieval
 - Reporting
 - Local public access
 - Web Distribution
 - Workflow functions (Conduent will adjust workflow parameters, as appropriate)
4. Conduent will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
5. Conduent will provide the initial education and training on the System. Initial education and training may include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
6. Conduent will support, service, and maintain all Conduent-owned equipment and software currently installed at the Client site.
7. Conduent will receive monthly image transfers from Client and create 16mm microfilm for images where the original is 11” x 17” or less.

8. Conduent will provide microfilm storage for Client during the term of this Agreement.
9. Hardware and software configurations are subject to technology advances and changes in vendor availability.

Sussex County Register of Wills

1. Conduent will extend the 20/20 Perfect Vision™ System currently installed in the Recorder of Deeds Office to the Register of Wills Office and will allow for cashiering, indexing, scanning, storing and retrieving of index and image data for the Register of Wills.
2. Conduent will be responsible for installation, configuration, training, support and maintenance of all additional hardware, operating software licenses, and 20/20 Perfect Vision™ application software.
3. Conduent will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
4. Conduent will provide the initial education and training on the System. Initial education and training may include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
5. Conduent will support, service, and maintain all Conduent-owned equipment and software currently installed at the Client site.
6. Conduent will receive monthly image transfers from Client and create 16mm microfilm for images where the original is 11" x 17" or less.
7. Conduent will provide microfilm storage for Client during the term of this Agreement.
8. Hardware and software configurations are subject to technology advances and changes in vendor availability.

CLIENT RESPONSIBILITIES

1. Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to provide all data to be converted in a file format agreed to by Conduent and at the time specified in the implementation plan.
3. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
4. Client agrees to allow Conduent to schedule a Conduent support person to be on the Client site for all System installations.

5. Client will provide printer ribbons, toner cartridges, printer paper, electricity, and magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Conduent.
6. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
7. Client will create any record books.
8. Client will package and deliver to Conduent the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
9. Client will provide a medium speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth to do database replication and support.
10. Conduent will allow Client to interconnect the Client PC network and the Conduent network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general Internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - (a) Client will be fully responsible for restoring the System in the event of virus disruption.
 - (b) In the event of downtime determined by Conduent to have been caused by virus contamination of the System or traceable by Conduent to Client-installed software, Client agrees to pay Conduent for restoration of the System at the current Conduent hourly labor rate (\$150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Conduent that the System is ready for acceptance to inspect and accept the System delivered and installed by Conduent or decline to accept the System.
2. If Client declines to accept all or any part of the System, Client will provide Conduent a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
3. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Conduent within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client. Such acceptance by Client merely warrants that the System appears to be generally in operating condition required by this Agreement, but it does not warrant that the System lacks defects of any kind, whether latent or apparent.
4. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Conduent specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Conduent as part of ongoing warranty or maintenance of the System.

C. PAYMENT AND RATES

Conduent will invoice Client on a monthly basis for the Services based on the following price schedule.

Services	Price
20/20 Perfect Vision™ Land Records Management System for the Recorder of Deeds	\$3.78 per document
20/20 Perfect Vision™ Land Records Management System for the Register of Wills	\$0.50 per document
Microfilm Storage for the Recorder of Deeds	\$1.45 per roll per year
Microfilm Storage for the Register of Wills	\$1.45 per roll per year
Microfilm Retrieval (per request)	\$21.50 for first roll and \$1.75 for each additional roll requested
Internet Pricing	
<p>Internet hosting services for land and maps are included at no charge to the Client, and the Client agrees that Conduent may charge a minimum of \$1.00 per page for public access to and printing of document images.</p> <p>All revenue (after deduction of all transaction fees) will be split between Conduent and the Client (60% Client - 40% Conduent). If the Client discontinues approval of this arrangement for fee collection, Conduent will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Conduent for continuation of the Services.</p> <p>The Client has the following options with respect to payment of the 60% Client share of revenue received by Conduent for public access to and printing of documents:</p> <ul style="list-style-type: none"> (a) The Client can use this revenue as a credit to offset the fees due from Client to Conduent for the month in which the Internet hosting charges are collected by Conduent; or (b) Conduent can remit this revenue to the Client on a monthly basis via check. <p>If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Conduent, Conduent will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to</p>	

<p>Conduent in subsequent months. However, Conduent will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Conduent. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Conduent to the Client via check.</p>	



SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

22215 Dupont Blvd. · P.O. Box 589 · Georgetown, DE 19947 · 302-854-5050 · FAX 302-855-7780

Robert A. Stuart
Director

To: Sussex County Council
From: Jeffrey Cox, Deputy Director SCEMS
Date: May 11, 2018
Re: Motion to sign MOU

Mr. President and Honorable members of The Council,

Sussex County EMS has been afforded an opportunity to enter into a Memorandum of Understanding with the State of Delaware, Division of Public Health, Office of EMS for 100% reimbursement of direct costs up to \$33,000 in exchange for SCEMS personnel teaching Narcan administration to Public Safety Officers and Basic Life Support ambulance services. This MOU would also allow reimbursement when speaking about the opioid epidemic to civic organizations and other health care and law enforcement organizations.

This funding from the state is CDC grant pass-through funding. SCEMS is the only EMS agency in Delaware to enter into this agreement. SCEMS is already speaking at many public functions, and are teaching law enforcement Narcan administration to police and public safety organizations near weekly. At this point, SCEMS has been absorbing the cost of these endeavors, this MOU will allow us cost recovery for what we are already doing.

As you are aware, EMS is front row in the Opioid battleground and we are the experts in resuscitation of these patients and are the natural organization to be the lead organization for this initiative.

We are asking the Council's support in this endeavor and allow Deputy Director Jeffrey Cox to sign the MOU representing Sussex County EMS and allow SCEMS to recover funding from the Federal Government to help us during the opioid epidemic.

Thank you for your time and consideration,

Jeffrey B. Cox, BS, CEMSO, NRP
Deputy Director, Sussex County EMS

**Caring People,
Quality Service**



Todd F. Lawson
Administrator





**DELAWARE HEALTH
AND SOCIAL SERVICES**

**MEMORANDUM OF UNDERSTANDING # 19-090
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
STATE OF DELAWARE
AND
SUSSEX COUNTY EMERGENCY MEDICAL SERVICES
TO
TECHNICAL ASSISTANCE TO FIRST RESPONDER AND COMMUNITY GROUPS**

A. Introduction and Purpose:

1. This Agreement is entered into between Delaware Department of Health and Social Services (the Department), Division of Public Health (the Division), and Sussex County Emergency Medical Services (SCEMS).
2. The purpose of this Agreement is to provide technical assistance to first responder and community groups through various training programs.
3. The Agreement shall commence on July 1, 2018 and continue in effect until June 30, 2019, unless modified by mutual agreement of both parties, or may be terminated as referenced in Section B. 2. of this Agreement.

B. Administrative Requirements.

1. SCEMS agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Agreement, to assure the quality of services provided under this Agreement. SCEMS shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, SCEMS understands that such action may be grounds for termination of the Agreement.
2. This Agreement may be terminated in whole or part upon thirty (30) calendar days written notice, with or without cause, by either the Department, Division or SCEMS, to the other party.
3. 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.
4. This Agreement shall not be altered, changed, modified or amended except by written consent of both parties to the Agreement.
5. SCEMS 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 SCEMS's obligations under this Agreement.

6. 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.

C. SCEMS and the Division mutually agree that:

1. Assure that no person shall; on the basis of race, color, creed, sex, national origin, age or handicap, be subjected to any discrimination prohibited by the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, and other applicable laws, regulations and Executive Orders.
2. Nothing in this agreement shall be deemed a waiver of the doctrine of sovereign immunity on the part of the State of Delaware.

D. SCEMS agrees to:

1. The SCEMS agrees to provide the description of services outlined below:

a. TRAINING

- 1) Assist the Office of Emergency Medical Services (OEMS) with development of training programs based on local jurisdictional need.
- 2) All training programs will be reviewed and approved by EMS Medical Director prior to presentation to first responders and/or community groups
- 3) At a minimum SCEMS will provide the following training to first responders
 - i. 4 Naloxone trainings
 - ii. 4 Back to the Basics trainings
- 4) Trainings may take place in formal and/or informal settings as determined by the requestor.
- 5) Remain current with drug abuse issues throughout the state of DE through participation in state system of care meetings and conference calls with grants manager.

b. COMMUNICATIONS/REPORTS

- 1) Prepare a monthly written report on current status of project. (Template will be developed in conjunction with OEMS)
- 2) Conduct regular communications, as appropriate, with DPH. At a minimum monthly phone/conference calls with DPH staff to update on progress.
- 3) The agency maybe requested to provide presentations on behalf of EMSPS to inform communities and county leaders.

c. PLANNING

- 1) Conduct phone or in-person meetings with Division of Public Health (DPH) staff to discuss the parameters of the project and specifics on the division of labor for executing the project plan.

- 2) Participate in an assessment/planning meeting with DE stakeholders/community partners, arranged by DPH (i.e. System of Care meetings).

d. **LOGISTICAL ARRANGEMENTS**

- 1) Send emails to first responder agencies explaining the effort and determine training needs (in conjunction with DPH/OEMS).
 - 2) Follow-up with the identified agency POC at the various training sites (prior to and after the trainings)
2. Have on file the proof of state registration, current licensure, certification, and/or appropriate credentials of any participants requiring those licenses, certifications, or credentials.
 3. SCEMS shall be solely responsible for any wages and/or stipends paid to SCEMS employees, and/or staff participating under the terms of this Agreement.
 4. SCEMS shall be solely responsible for ensuring that participating employees and staff are covered by appropriate health and liability insurance, Workers Compensation, and any other appropriate insurance and shall provide evidence of such if requested.
 5. Assure both employees and/or staff adherence to the Division's policies regarding client confidentiality.
 6. SCEMS will provide billing and payment verification certified as paid for staffing, equipment and supplies prior to reimbursement being processed. The reimbursement will be processed in accordance Appendix A. 5 as stated.

E. **DPH agrees to:**

1. The Division shall ensure an amount of **\$33,000.00** is available as a maximum amount for reimbursement from **July 1, 2018** through **June 30, 2019**, for the following:
 - a. **STAFFING:**
 - 1) Allow staffing to complete all tasks identified in the MOU, as assigned by the County, with approval from the Division, with cost not to exceed \$30,000.00.
 - b. **EQUIPMENT AND SUPPLIES:**
 - 1) Allow purchase of equipment and supplies with cost not to exceed \$3,000.00.
2. The Division will collaborate with SCEMS to minimize any challenges and/or barriers to ensure description of services are met.

Certification:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

Kara Odom Walker, MD, MPH, MSHS
Cabinet Secretary
Department of Health & Social Services

Date

DIVISION OF PUBLIC HEALTH

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

Date

SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

Jeffrey B. Cox BS, CEMSO, FP-C, NRP
Deputy Director of Administration

Date

APPENDIX A

SERVICE AND BUDGET DESCRIPTION

1. Contractor: Sussex County Emergency Medical Services

Address: P.O. Box 589
Georgetown, DE 19951

Phone: (302) 448-0181

Email: JCox@Sussexcountyde.gov

Contact Persons Name: Jeffrey B. Cox BS, CEMSO, FP-C NRP

E.I. No.: 51-6000161
2. Division: Public Health
3. Service: SCEMS shall provide Technical Assistance to First Responder and Community Groups via training, continuous communication and reporting, planning initiatives, and logistical arrangements as outlined in Section D of this MOU.
4. Total Payment shall not exceed \$33,000.00.
5. Payment(s) will be made upon presentation of invoice(s) monthly with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables.
6. Source of Contract Funding:

 Federal Funds (CFDA # 93.136)
 State Funds
 Other Funds
 Combination of Funds

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

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

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

RE: *Town of Georgetown and Sussex County
Approval of Agreement for Wastewater Services*

DATE: May 15, 2018

The Delaware Coastal Business Park, as well as the entities located at the Coastal Airport along Rudder Lane, receive wastewater treatment services from the Town of Georgetown under the April 23rd, 2008 Agreement. The Agreement allows discharges up to 30,000 gallons per day to the Town's facilities. On September 28, 2010, Council approved an amendment to the 2008 Agreement, extending the terms, as well as allowing for 13,725 gallons per day of additional capacity for the King Farm property, now known as the Delaware Coastal Business Park upon payment of associated impact fees.

The capacity limit of the 2008 Agreement had been reached, but no payments for additional capacity had been made. Therefore, County Administration and Engineering approached Town Management with a proposal to consolidate the agreements, simplify the billing and benchmark the "base flow volume" at the effective date of the new agreement.

The Agreement in this form was approved by Town Council on April 25, 2018. It is effective for ten (10) years and may be renewed for an additional ten (10) years at the choice of the County. Under the Agreement the County will be billed in bulk at the in-town rate for the Delaware Coastal Business Park. The individual Coastal Airport entities will be billed directly by the Town at the out-of-town rate. Additional capacity can be purchased by paying the applicable sewer impact fees at issuance, if new building permits in either location.

Given the limited availability of municipal sewer capacity, the Agreement allows for the surrender of capacity under Article VII by redirecting it to alternate wastewater service providers. It currently reads: "Contract User has the option to surrender capacity below the



Base Flow Volume with twelve (12) months prior written notice.” We are proposing an amendment to the potential capacity surrender in the following form: “Contract User has the option to surrender capacity up to 100% below the Base Flow Volume with twelve (12) months prior written notice. If Contract User surrenders 100% of the capacity, Owner has the option to request flow reversal from Owner to Contract User up to said capacity. Owner shall calculate applicable sewer impact fee credits for the actual capacity surrendered and flow reversal is applicable as set forth in the Town of Georgetown Code at the time of the actual surrender.”

This would allow the Town the option to gain capacity beyond the County flows w/o capital contribution while allowing the County to recuperate all capital funds over the life of the investment. The Administration and Engineering recommend approval of the Agreement in its Town approved form and endorsement of the amendment for Town Council’s consideration.

AGREEMENT FOR WASTEWATER SERVICES

Between

TOWN OF GEOERGETOWN

and

SUSSEX COUNTY

for and on behalf of the

COASTAL BUSINESS PARK & COASTAL AIRPORT

In Connection with

Transmission and Treatment of Sewage Discharges

This Agreement of services is made and entered into this ____ Day of ____, 2018 (“Effective Date”), by and between The Town of Georgetown, a political subdivision of the State of Delaware (hereinafter referred to as “Owner”), and Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as “Contract User”), in connection with the Coastal Business Park & Coastal Airport sewer service areas.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - TERM OF AGREEMENT

Upon the Effective Date of this Agreement, the 2008 Agreement and the 2010 Amendment thereto are hereby terminated and replaced in their entirety by this Agreement. The term of this Agreement shall be ten (10) years, commencing upon the Effective Date of this Agreement and terminating ten (10) years thereafter. If, at the expiration of the term of this

Agreement, Contract User shall not be in default upon any of the terms or conditions of this Agreement, then the Parties shall renew this Agreement for an additional term of ten (10) years.

The Contract User must notify the Owner in writing, via first class U.S. mail, no later than one hundred and twenty (120) days prior to this Agreement's expiration, in order to indicate the Contract User's desire to either renew or terminate this Agreement. If the Contract User does not indicate their intentions in writing to the Owner, as described above, then this Agreement will be automatically renewed on a year to year basis.

ARTICLE II - DEFINITION OF TERMS

The following terms, as used herein, shall have the following meanings:

- A. "Collection System" shall mean local gravity pipelines used to convey the sewer discharges of the Contract User's constituents to the respective pump stations.
- B. "Actual Metered Sewage Flow" shall mean the metered flow of sewage discharged from the Contract User's Coastal Business Park pump station for treatment at the Owner's Wastewater Treatment Facility.
- C. "Biological Treatment" shall mean the handling of sewage by means of biological processes performed within the Owner's Wastewater Treatment Facility.
- D. "Transmission System" shall mean pump stations with pressurized pipelines used to convey Contract User's sewage to the Owner's designated Connection Point.
- E. "Base Flow Volume" shall mean an existing permitted discharge at the effective date of the Agreement including all businesses and their respective uses and operations at that time.
- F. "Connection Point" shall mean the existing point of connection where the Contract User's separate force main from the Business Park Pump Station joins the force main from the Airport Pump Station upon said point of transfer shifting conveyance, maintenance and locating responsibilities from Contract User to Owner.

ARTICLE III - SERVICES TO BE RENDERED

The services to be rendered to Contract User by Owner shall be sufficient to perform the functions contemplated by terms of this Agreement, including but not limited to the following:

A. Transmission of Sewage

Owner agrees to transmit Contract User's sewage through forcemain to the Owner's Wastewater Treatment Facility downstream of the designated Connection. This obligation extends only to operation and maintenance of Owner's Transmission System and does not include the Contract User's Collection and Transmission Systems upstream of the Connection Point.

B. Treatment of Sewage

Owner agrees to treat Contract User's sewage to a degree sufficient to enable the final effluent to comply with the Owner's Wastewater Treatment Facility National Pollutant Discharge Elimination System (NPDES) Permit.

ARTICLE IV - CHARACTERISTICS AND QUANTITY OF SEWAGE

Owner's obligation to transmit and treat Contract User's sewage, as required hereunder, is and shall be subject to the following conditions:

A. Quality of Sewage

Contract User's sewage will not be acceptable if (1) upon the addition of said sewage to the sewage flow entering the Owner's Wastewater Treatment Facility, the resulting combined sewage flow is not amenable to Biological Treatment or (2) the Contract User's contribution directly and solely results in a violation of standards set in the Owner's Wastewater Treatment Facility's (NPDES) Permit; and further provided that Contract User's Sewage meets the following additional criteria:

- (1) Biochemical Oxygen Demand and Total Suspended Solids less than 250 mg/l.
- (2) Temperature less than 150 degrees F.
- (3) Fat, oil, or grease by weight less than 100 parts per million.

- (4) No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or other toxic or hazardous substance, as determined by Owner.
- (5) pH greater than 6.0 and lower than 8.4 pH units
- (6) No radioactive materials.
- (7) Not highly colored.

In the event of any damages suffered by Owner, resulting from the above, Contract User shall bear responsibility for reimbursement to Owner for damages suffered.

B. Quantity of Sewage

Contract User's flow contributions shall initially be limited to the Base Flow Volume at the time of execution of the Agreement. Additions to or reductions in capacity are set forth in ARTICLE VIII.

ARTICLE V - PAYMENT FOR SERVICES

A. Manner of Payment

Contract User shall pay for all transmission and/or treatment services rendered by Owner hereunder for the Coastal Business Park and Airport within thirty (30) days after Contract User's receipt of an invoice from Owner. Upon Contract User's failure to pay any invoice so generated, the outstanding balance due upon such invoice shall accrue a financing charge in the amount of one and one half percent (1.5%) per month.

B. Coastal Business Park Rate

Contract User agrees to pay Owner for all of Contract User's sewage from the Coastal Business Park transmitted and treated by Owner at the in-Town rate as set forth in the annual budget of the Town of Georgetown.

C. Coastal Airport Rate

Contract User agrees to invoicing by Owner directly to the individual businesses and governmental entities for all sewage from the Coastal Airport transmitted and treated by Owner

at the out-of-Town rate as set forth in the annual budget of the Town of Georgetown.

ARTICLE VI - MEASUREMENT OF CONTRACT USER'S SEWAGE FLOW

Any and all measurements of Contract User's sewage flow at the Coastal Business Park, as required by Article V above, shall be performed under a monitoring program conducted and paid for by the Contract User and supervised by Owner. The results of all flow measurements shall be evaluated monthly, and shall serve as the basis for Owner's charges to Contract User.

The metering device utilized to measure Contract User's sewage flow shall be calibrated annually by an independent testing agency. The results of calibrations shall be made available to the Owner. If the calibration reveals a discrepancy greater than 10%, the monthly sewer billing to the Contract User shall be adjusted (up or down) for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within 10% accuracy.

Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy.

All measurements of Contract User's sewage flow at the Coastal Airport, as required by ARTICLE V, shall be based on water meter readings for the respective business or governmental entity performed by the Owner under a water meter monitoring program conducted and paid for by the Owner.

ARTICLE VII – SYSTEM OPERATION & CAPITAL IMPROVEMENTS

Contract User shall be responsible for all capital expenses associated with the initial construction and expansion of the Contract User's Collection and Transmission Systems up to the Connection Point. Contract User shall furthermore be responsible for all costs incurred in the operation and maintenance associated with said improvements. No sewer infrastructure of any type shall be connected to the Connection Point unless Owner reviews and approves the design and inspects and approves the construction of any such proposed connection.

Owner shall be responsible for all operation and maintenance and future capital expenses associated with the Owner's transmission system downstream of the Connection Point unless such improvements are directly attributable to the addition of Contract User's flow.

ARTICLE VIII – WASTEWATER IMPACT FEES

Contract User can buy additional capacity in excess of the Base Flow Volume by paying Owner's applicable sewer impact fees as set forth in the Town of Georgetown Code at the time of the request. Requests shall be submitted by Contract User to Owner at the time of any new building permit issuance at either the Coastal Business Park or the Coastal Airport. Owner shall invoice Contract User for the amount due and payment of the associated impact fee shall be made within ninety (90) days after receipt of the invoice.

Contract User has the option to surrender capacity below the Base Flow Volume with twelve (12) months prior written notice. Owner shall calculate applicable sewer impact fee credits as set forth in the Town of Georgetown Code at the time the actual surrender. Associated reimbursement payments shall be made within thirty (30) days of Owner's issuance of any new building permit within the Town of Georgetown's service territory up to the total of capacity surrendered by Contract User.

ARTICLE IX – TERMINATION OF SERVICES

Except as otherwise provided herein, either party may terminate this Agreement upon twenty-four (24) months' written notice to the other party; provided that, notwithstanding any such notice of termination, Contract User agrees to pay Owner for any and all transmissions and/or treatment services rendered by Owner hereunder; and further provided that, notwithstanding any such notice of termination, Contract User shall reimburse Owner for Contract User's pro rata share of capital debt charges incurred by Owner (less depreciation) for any capital project which, during the term of this Agreement, was undertaken by Owner for the specific benefit of

Contract User. Notwithstanding the notification period, the parties agree that, in the case of Owner's facilities experiencing operating limitations likely to result in violations of applicable permits, the acceptance, treatment and disposal of wastewater by the Owner may be limited or discontinued for such period as agreed to by the parties, or as required by law or regulation.

ARTICLE X - ARBITRATION

Any controversy or claim arising out of or related to this Agreement, or any breach thereof, shall be settled by binding arbitration, by arbitrator(s) mutually agreed upon by the Parties. The arbitration shall be conducted according to the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any such controversy or claim, each party shall bear its own costs and neither party shall be responsible for payment of the other's legal, technical, or other costs of arbitration or litigation.

ARTICLE XI – GOVERNMENTAL AUTHORITY

This Agreement shall be subject to all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from the Delaware Department of Natural Resources and Control. In addition, the parties agree to comply with all applicable laws, regulations and policies of the federal, state, county and local authorities in the performance of this Agreement.

ARTICLE XII – GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed based upon the laws of the State of Delaware. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected

thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE XIII - MISCELLANEOUS

A. This Agreement supersedes any and all previous agreements and understandings, written or oral pertaining to sewer treatment and transmission services, between the parties hereto concerning the subject matter hereof.

B. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, and the parties acknowledge and agree that there is no other agreement or understanding, written or oral, between the parties hereto concerning the subject matter hereof.

C. No change, modification, revision, or amendment to this Agreement shall be made or enforceable unless such change, modification, revision, or amendment is reduced to a writing duly executed by both parties hereto.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns. No third-party beneficiaries to this Agreement are intended.

E. Any notice required to be delivered to or by either party under this Agreement shall be sent via first class US mail. For purposes of this provision, Owner's address shall be 39 The Circle, Town Hall, Georgetown, Delaware 19947, and Contract User's address shall be 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947.

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
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FAX (302) 855-7799



Sussex County

DELAWARE
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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER
JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

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

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

RE: *Sussex County Habitat for Humanity, Inc.*
a. Cancellation of Lease Agreement
b. Donation for transition of building ownership

DATE: May 15, 2018

For approximately 20 years, the Sussex County Habitat for Humanity, Inc. occupied a small portion of the Sussex County Landfill #3 in Angola under various leases. The current Lease Agreement terminates July 29, 2018 and Habitat for Humanity, Inc no longer has a use for this remote storage site. In 2002, Habitat constructed a warehouse on the property at a materials cost of \$23,014.00, with the erection provided by their internal volunteer labor force. The depreciated value for the existing building, per Habitat's records, is \$13,818.00. However, Habitat would consider a donation of \$7,500 in exchange for turning over ownership of the building to Sussex County.

The Engineering Department recommends acquiring the building to re-locate it for use at the County's Delaware Coastal Airport property. The lease cancellation, in addition to the relocation of the building will allow the County to modify the fencing project awarded by Council on April 17, 2018. the current fencing layout had to accommodate Habitat, the cell tower and landfill maintenance. The elimination of the use by Habitat will eliminate the need for two gates which billed at unit prices will exceed the requested donation.

Engineering Department recommends cancellation of the lease and acquisition of the building in exchange for a \$7,500 donation to the Habitat for Humanity, Inc.



LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this **29th day of July, 2008**, BY AND BETWEEN:

SUSSEX COUNTY, a political subdivision of the State of Delaware, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947, hereinafter referred to as "Landlord",

AND

SUSSEX COUNTY HABITAT FOR HUMANITY, INC., of P.O. Box 759, Georgetown, Delaware 19947, hereinafter referred to as "Tenant".

WITNESSETH

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

All that certain parcel of land being 40,000 square feet, located at the site of the former County transfer station, more particularly described in Appendix A annexed hereto and made a part hereof, together with the right of ingress and egress along a 50 foot right of way from County 288A, (Dorman Road) across lands now or formerly of Marie H. Collins and Paul A. Collins.

The term of this lease shall be five (5) years, commencing on the 29th day of July, 2008, and ending on the 29th day of July, 2013, to be used and occupied only and for no other purposes than as a warehouse for building supplies and equipment, subject to the additional limitations set forth herein.

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

SECTION I: RENT. The Tenant covenants and agrees to pay Landlord annual rent in the amount of One Dollar (\$1.00) per year.

SECTION II: OPTION. Tenant shall have the option upon ninety (90) days' written notice to Landlord prior to the expiration of the initial Five (5) year term of this Lease to renew the Lease subject to the terms and conditions contained herein for an additional term of five (5) years beyond the initial term of this Lease. Tenant shall have the further option of renewal for one (1) additional term of five (5) years, upon ninety (90) days' written notice to the Landlord prior to the expiration of the preceding term, subject to the terms and conditions contained herein.

SECTION III: PAYMENT PROVISIONS. Rent due hereunder is payable annually in advance on the first day of each month during the term of this Lease. All payments should be made to Sussex County Council, Sussex County Accounting Office,

P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Landlord.

SECTION IV: REPAIR AND CARE. The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises at the Tenant's own cost and expense, and shall maintain the premises in good condition and state of repair and at the end of the term hereof or any extension thereof, shall deliver the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Tenant shall keep a charged fire extinguisher on the premises at all times.

SECTION V: USE OF PREMISES. Tenant shall have the right to construct a warehouse upon the premises and to install thereon associated equipment appurtenant and necessary. Such improvements may be erected by Tenant in such style as it deems proper, all at its own cost and expense. Tenant shall have the right to utilize the leased premises and any improvements to be located thereon for warehouse use only.

And further, Tenant shall provide to Landlord at the time of execution of this Lease a list of all items that will (or may be) stored within the premises. Landlord shall have the exclusive right to approve or deny the storage of any items listed by Tenant within or on the premises. All items permitted to be stored on or within the premises shall be kept in a neat and orderly condition.

The use of the premises shall at all time comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction. Tenant shall retain title to such improvements during the term hereof and upon the expiration of the term of this Lease, Tenant or its successor shall deliver up to the Landlord such improvements as may then be upon the demised premises, except removable trade fixtures as hereinafter provided. It is specifically agreed that this Lease agreement is non-exclusive. Landlord reserves the right to lease other real property at the same location for identical or similar uses.

No grading or other excavation of the leased premises shall be undertaken without the express written consent of Landlord. The construction or installation of any water wells is strictly prohibited.

SECTION VI: HAZARDOUS OR TOXIC SUBSTANCES. Tenant shall not generate, use, store or dispose of any Hazardous Materials in or about the premises. Hazardous Materials shall mean (a) "hazardous wastes" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; (b) "hazardous substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, (c) "Toxic substances" as

defined by the Toxic Substances Control Act, as amended from time to time, (d) “hazardous materials” as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, and (f) any substance whose presence could be detrimental to the premises or hazardous to health or the environment.

SECTION VII. TAXES. Tenant shall pay all ad valorem taxes, including taxes levied by Sussex County, on the improvements erected on the premises and all equipment installed therein.

SECTION VIII. RIGHT TO CONTEST. The Tenant shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the premises by any governmental authority levying or attempting to levy taxes thereon. Landlord shall cooperate with Tenant, but at no expense to Landlord, in any such protest as Tenant shall make. In the event Tenant shall determine to contest such taxes, Tenant shall, within the time therein set forth for the payment of such taxes, post with the proper governmental authorities such sum of money or take such other action satisfactory to Landlord, as will protect the property from nonpayment during such contest. Further, the Tenant shall obtain the participation of the Landlord in any tax appeal, if required.

SECTION IX. STATUTORY LIEN. Landlord hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, and personal property of any Tenant or Sub-Tenant placed upon the improvements, and Tenant agrees that Landlord has such a lien to the extent provided by statute or otherwise. Landlord agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Tenant for the construction of the improvements and purchase of the equipment, fixtures and personal property placed upon the property. Tenant shall furnish the Landlord copies of all such security instruments.

SECTION X: INSURANCE.

(a) Property Insurance – Tenant shall secure and maintain, at its own expense, all risk “special perils” property insurance in amounts satisfactory to protect its interests which insures against direct physical loss of or damage to Tenant’s real and personal property including fixtures and equipment located in or at the Premises and all risk “special perils” business income insurance in amounts satisfactory to protect its interest as a result of direct physical loss of or damage to Tenant’s real and personal property, fixtures and equipment located in or at the Premises. Landlord shall be an insured on Tenant’s property and business income insurance, as its interests may appear.

(b) Waiver of Subrogation – To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants, and volunteers for any loss of or damage to the property (or resulting loss of income or extra expense) of Tenant, by reason of any peril required to be insured against under this lease, regardless of the cause of origin, including the negligence of the Landlord, and its appointed and elected

officials, officers, directors, partners, employees, agents, consultants, and volunteers. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants and volunteers. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Tenant. Any deductible amount(s) selected by Tenant shall be the sole responsibility of Tenant.

(c) Commercial General Liability Insurance – Tenant shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the Tenant's occupancy of the Premises or operations incidental thereto, with the combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall be endorsed to name Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants, and volunteers as additional insureds.

(d) Workers Compensation & Employers Liability – Tenant shall secure and maintain, at its own expense, workers compensation insurance (if Tenant has employees) and employers liability insurance. The workers compensation insurance must satisfy Tenant's workers compensation obligation to its employees in Delaware. Employer's liability insurance must be secured with minimum limits of \$100,000 for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and a \$500,000 policy limit for bodily injury disease.

(e) Evidence of Insurance/Insurers – At execution of this Agreement and prior to each insurance policy renewal thereafter, Tenant shall furnish certificates of insurance, acceptable to Landlord, evidencing all policies required above. Such insurance shall be written with insurers licensed to do business in Delaware, with a current Best's Insurance financial strength rating of "A-" or better, and a financial size category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Landlord. Such policies shall be endorsed and such certificates shall provide that no cancellation, non-renewal or material reduction in coverage can take effect unless 30 days prior written notice by registered mail is furnished to Landlord. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefor.

(f) All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Landlord.

SECTION XI: SUBORDINATION. For the purpose of constructing any improvements on the demised premises, Tenant shall be authorized to finance said improvements to the extent of their costs and to secure the same by mortgage, or other

lien on the demised premises and any such security shall constitute and be a first lien on Tenant's leasehold interest in said demised premises and all improvements thereon installed by Tenant. Landlord, subject to the reservations hereinafter stated, agrees to execute such other instruments as the lender may reasonably require for the purpose of securing to the lender a first lien on the Tenant's Leasehold interest in the demised premises and any improvements thereon which are installed by Tenant. Landlord agrees to cooperate with the Tenant to a reasonable degree in modifying this Lease to comply with the reasonable requirement of said lender, if necessary. The Landlord shall not be required to assume in any manner any liability on such loan. In no event shall the term of the lien extend past the term of this Lease.

SECTION XII: SUBLETTING AND ASSIGNING. Tenant shall not have the right to assign this Lease or sublet the demised premises unless the written consent of the Landlord is acquired. Such assignment or subletting shall in no way relieve Tenant of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or Sub-Tenant shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Tenant shall in writing assume all of the obligations to be performed by Tenant hereunder.

Leasing of any amount of warehouse space shall be considered the subletting of the demised premises.

SECTION XIII: NOTICE. All notices required to be given under this Lease either by Landlord to the Tenant or by the Tenant to the Landlord shall be in writing. The same shall be deemed given in the case of the Landlord when it shall have deposited such notice by certified mail in the post office addressed to the Tenant at Tenant's last known address or such other address as Tenant shall from time to time furnish Landlord. Personal service of any such notice shall be deemed as a substitute for the mail notice.

SECTION XIV: CONDEMNATION. If at any time during the term hereof the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the premises by the condemning authority, the lease hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination.

If pursuant to the provisions of this article, this Lease shall have been terminated and if prior to such termination, Tenant shall have made any improvements upon the premises, Landlord shall be entitled to all of the condemnation proceeds which may be granted with respect to the land herein described as such land is distinguished from the improvements; and Tenant shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Tenant.

SECTION XV: PARTIAL CONDEMNATION. If after commencement of this Lease only a part of the demised premises shall be taken or condemned, the Landlord

shall be entitled to any award made with respect to the land herein described as same is distinguished from any improvements made by Tenant; and Tenant, shall be entitled to any award made for any improvements condemned. In the event such condemnation shall leave a portion of the demised premises which in Tenant's sole judgment is usable by Tenant, the Lease shall remain in full force and effect, but the rents herein reserved to the Landlord shall be adjusted so that Tenant shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire demised premises.

If a portion of the demised premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to the Landlord and the rental hereunder shall not be abated. Provided however, that Tenant shall have the right to terminate this Lease if in its sole judgment the premises have been rendered unsuitable for its purpose.

SECTION XVI: DEFAULT.

(a) Events of Default Defined. The following shall be "events of default" under this Lease and the terms "event of default" or "default" shall mean, whenever they are used in this Lease any one or more of the following events:

(1) failure by the Tenant to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to the Tenant that the rental payment referred to in such notice has not been received;

(2) failure by the Tenant to observe and perform any covenant, condition or agreement of this Lease on its part to be observed or performed, other than as referred to in subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Tenant by Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Landlord will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected; or

(3) the dissolution or liquidation of the Tenant or the filing by the Tenant of a voluntary petition in bankruptcy, or failure by the Tenant promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by the Tenant of any act of bankruptcy, or adjudication of the Tenant as bankrupt or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to the Tenant in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the

Tenant”, as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting from a merger or consolidation of the Tenant into or with another corporation or of a dissolution or liquidation of the Tenant following a transfer of all or substantially all its assets as an entirety.

(4) failure by Landlord to observe or perform any covenant, condition or agreement of this Lease on its part to be observed or performed, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Landlord by Tenant, unless the Tenant shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Tenant will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Landlord within the applicable period and diligently pursued until the default is corrected.

(b) Remedies of Default. Whenever any event of default referred to in subsections (1) through (3) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:

(1) Apply any money or property of Tenant’s in Landlord’s possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

(2) Perform any obligation or covenant to be performed by Tenant hereunder and charge Tenant therefor.

(3) Terminate the Lease.

(4) Enter the premises and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another suitable Tenant of the premises under the same terms hereof.

(5) Enter the leased premises and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers’ commissions, including a reasonable constable’s commission, which costs and officers’ commissions shall become part of the claim for rent. Tenant waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisal or condemnation thereof.

(c) Whenever any event of default referred to in subsection (4) above shall have happened and be subsisting. Tenant shall have the right, at its option, to terminate the lease.

(d) No remedy herein conferred upon or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative and in

addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION XVII: NON WAIVER OF SUBSEQUENT BREACH. Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease.

SECTION XIX: SEVERABILITY. If any provisions of this Lease shall be held invalid or unenforceable by any Court of competent jurisdiction, such hold shall not invalidate or render unenforceable any other provisions hereof.

SECTION XIX: SHORT FORM LEASE. Upon the request of either of them, the parties shall execute and exchange copies of a short form lease outlining the pertinent terms herein contained, which short form lease may be recorded in lieu of recording this instrument, but the terms of this instrument shall control in all aspects in regard to matters omitted from such short form lease or in respect to conflicts therewith.

SECTION XX: COMPLIANCE WITH LAWS. Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations and directives of the State Fire Marshall or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

SECTION XXI: LANDLORD NOT LIABLE FOR DEBTS, ACTS OR OMISSIONS OF TENANT. Tenant shall not be the agent or partner of the Landlord; and Tenant shall have no authority to make any contract or do any act so as to bind the Landlord or as to render the Landlord or the Leased premises liable therefor. Tenant will save the Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants, volunteers, and the demised premises harmless from any penalty, damages, neglect, or negligence of Tenant, property damage, illegal act or otherwise. The improvements to be placed on said leased premises shall be constructed at the sole expense of the Tenant, and Landlord shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Tenant shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that the Landlord is not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to the Tenant for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or material men's liens is filed or any claim made on account of labor or other material

furnished, alleged to have been furnished or to be furnished to the Tenant at the leased premises or against Landlord as the owner thereof, the Tenant shall within ninety (90) days after written notice from the Landlord thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. The Tenant will indemnify Landlord for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and the Tenant shall pay any damages and any judgment entered thereon and save harmless and indemnify the Landlord from any claims of damages resulting therefrom. Failure to do so shall entitle the Landlord to resort to remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

SECTION XXII: SUCCESSORS AND ASSIGNS. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the successors and assigns of the parties hereto.

SECTION XXIII: NON-PERFORMANCE BY LANDLORD. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reasons of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

SECTION XXIV: DAMAGE AND CASUALTY. If the leased premises are damaged by fire or other casualty to more than fifty percent (50%), Tenant may terminate this Lease, provided the Tenant first removes all structures on the land at its expense and restores the surface of the land to its condition at the date of the initial term of this Lease. The rent is to be paid to the date of termination. The Landlord shall be named as co-insured on Tenant's fire and casualty insurance policy in such amount as will protect its interest therein.

SECTION XXV: QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease, and does further covenant that the Tenant, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned. Provided, however, that Landlord shall have the right, upon 24 hours' advance notice to Tenant, to enter the premises to inspect for compliance with the terms of this Lease.

SECTION XXVI: ENTIRE CONTRACT. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representation or promises with reference to the within lease or to vary, alter or modify the terms hereof. No additions, changes or modifications,

renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

SECTION XXVII: IMPROVEMENTS. Tenant shall be responsible for all maintenance and repair to any improvements. Tenant shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond 6" in height. Snow removal from access road to Tenant's building shall be the sole responsibility of Tenant. Tenant shall pay for all utilities of whatsoever kind which are furnished to the leased premises. Tenant shall be responsible for all utility connections. Tenant shall be solely responsible for water, and Landlord shall have no obligation for the same. At the end of this lease, the warehouse erected on the demised premises and any fixtures which are a part thereof, shall remain a part to the premises and shall be the property of the Landlord. Any trade fixtures which were installed on the property by Tenant and which are removable without substantial damage to the warehouse shall remain the property of the Tenant, provided that Tenant shall promptly repair any damage to the warehouse on the demised premises caused by their removal and that Tenant is not in default of any covenant or agreement contained in this Lease; otherwise such trade fixtures shall not be removed and Landlord shall have a lien thereon to secure itself on account of its claims.

SECTION XXIIX: MISCELLANEOUS. In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

SECTION XXIX: INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants and volunteers, harmless from any and all claims arising from Tenant's use of the premises or operations incidental thereto and shall further indemnify, defend and hold Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants and volunteers. To the fullest extent permitted by law, Tenant hereby agrees that Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants, and volunteers shall not be liable for injury to Tenant's business or any loss of income

therefrom or for damage to the doors, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or an other persons in or about the premises; nor shall Landlord, and its appointed and elected officials, officers, directors, partners, employees, agents, consultants and volunteers, be liable for injury to the person of Tenant, Tenant's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain or other elements, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being attended hereto as evidence of the authority of the undersigned corporate officers to execute the lease.

SUSSEX COUNTY, DELAWARE
LANDLORD

DATE: _____

BY: _____
FINLEY B. JONES, JR.
President of Sussex County Council

ATTEST: _____
Clerk of County Council

APPROVED AS TO FORM:

BY: _____
VINCENT G. ROBERTSON, ESQUIRE
Assistant Sussex County Attorney

SUSSEX COUNTY HABITAT FOR
HUMANITY, INC.
TENANT

President

CORPORATE SEAL

Secretary



We build strength, stability and self-reliance.

April 26, 2018

Mr. Todd Lawson
Sussex County Administrator
2 The Circle
Georgetown, DE 19947

Dear Todd:

Sussex County Habitat for Humanity sincerely appreciates Sussex County letting us use the Angola property for storage over the last sixteen years. In 2002, we erected a storage building on the site, and it has served as critical place for us to warehouse construction tools, equipment and materials over the years.

According to our records, we paid \$23,014 for the building and assembled it with volunteers. The book value remaining on the building is \$13,818.

Since the building will stay on the property, would you consider a donation of \$7500 to Habitat?

Thank you for the many years of supporting Habitat's work to help hard working, low income households in Sussex County secure safe, decent and affordable housing.

In service,

A handwritten signature in black ink, appearing to read "Kevin J. Gilmore".

Kevin J. Gilmore
Executive Director

Office | P.O. Box 759, Georgetown, DE 19947 • phone: (302) 855-1153 - fax: (302) 855-9262 • www.sussexcountyhabitat.org

Board of Directors | Anthony DelFranco *Cheer Inc* • Kathy Goodman *Remax by the Sea* • Mary Ann Leager *M&T Bank*
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Sarah Timmons *Raymond F. Book & Associates* • Dan Welch *Johnny Janosik World of Furniture* • Bruce Wright *First State Community Action Agency*

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

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

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

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

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

DATE: May 15, 2018

In February 2017, the Commissioners of Bridgeville and Greenwood requested investigation of an alternate County Sewer District based scenario. The Engineering Department, in conjunction with the respective municipal engineering consultants, developed an alternate scenario for a Western Sussex County Sewer District connecting to the City of Seaford. Based on a more favorable cost scenario, both municipal Councils requested formation of a County sewer district pursuant to Title 9 Del. Code § 6501. On August 22, 2017, County Council adopted a resolution establishing the Western Sussex Area of the Unified Sewer District. Since then, the Engineering and Finance Departments submitted the project to DNREC for funding consideration under the Clean Water State Revolving Fund, and on April 18, 2018, the State Water Infrastructure Advisory Council recommended approval.

Leading up to the creation of the Western Sussex Area of the Unified Sanitary Sewer District, the City of Seaford's Council had agreed in principle to a full buy-in arrangement for the existing municipal systems as they exist today, including any remaining legacy obligations conditioned upon the nutrient load allocation transfer under the Chesapeake TMDL. The City and the County initiated said load transfer request, and it is supported by the State and EPA.

The City of Seaford already provides wastewater services for the Blades Area of the Unified Sussex County Sewer District under a municipal service agreement last modified by Council on January 24, 2017. The Engineering Department worked with the City on an updated agreement on behalf of the Blades as well as the Western Sussex Sewer District Areas, allowing for capacity set asides based on existing conditions and additional capacity purchases based on actual growth. The Agreement was approved by City Council on May 8, 2018, including a specific municipal pretreatment provision. We are now requesting approval by County Council.



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

The Agreement for Services is made and entered this . day of _____
_____, 2018 (“Effective Date”), by and between THE CITY OF SEAFORD, a municipality of the State of Delaware (hereinafter referred to as “CITY”), and SUSSEX COUNTY, a political subdivision of the State of Delaware (hereinafter referred to as “COUNTY”).

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

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

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

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

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

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

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

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

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

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

of flows to the CITY's WWTP.

- (f) Equivalent Dwelling Unit (EDU) shall mean an arbitrary term used to express the volume based, load-producing effects on the sewer system caused by one average sized residential dwelling contributing 250 gallons per day of wastewater.
 - (g) Shared Transmission System shall mean collector gravity pipelines and pump station(s) with pressurized pipelines owned by CITY and used to convey both COUNTY and CITY wastewater to the WWTP.
2. CITY agrees to accept for conveyance and treatment the wastewater of COUNTY pursuant to the terms of this Agreement; provided however, that CITY reserves the right to refuse to accept any wastewater which does not comply with the limits of Exhibit A attached hereto.
 3. COUNTY agrees to the Interjurisdictional Agreement for Industrial Pretreatment as per Exhibit D attached and incorporated hereto. The COUNTY shall codify the following language in County Code, Chapter 110, Water and Sewers "*Users discharging into the areas of the District where the City of Seaford provides treatment services shall be subject to the rules and regulations pursuant to the City of Seaford SUO Chapter 6, Title 7, Chapter 60, Section 6033 of the DE Code and 40 CFR Part 403 of the Federal Code*" legally authorizing the CITY to enforce the CITY'S Pretreatment Program in the District.
 4. It is mutually agreed by the parties hereto that this Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in effect for twenty (20) years, unless sooner terminated by mutual agreement of both

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

parties hereto.

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

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

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

8. CITY shall reserve ADF treatment capacity at the WWTP of approximately 75,000 gallons per day at the execution of this Agreement and an additional capacity of approximately 275,000 at the commencement of wastewater contributions from the Western Sussex Area for perpetual use by the COUNTY.
9. After commencement of wastewater contributions from the Western Sussex Area, the COUNTY shall secure additional capacity through payment of CITY's sewer impact fees on an equivalent dwelling unit basis. Impact fee shall be based upon the City of Seaford Municipal Code Section 11-23 –11-28. CITY will annually provide to COUNTY the impact fee rate amount applicable by June 1, preceding the upcoming fiscal year beginning July 1. Impact fees shall be payable to the CITY the first day of each quarter based on COUNTY sewer permit issuance, except for any of the legacy obligations assumed by the COUNTY with regards to Passwaters Farm, LLC and Bridgeville Park Center, LLC which stand at approximately 350 EDUs at execution of this Agreement. The EDU associated with the legacy issues shall be tracked separately by the COUNTY and accounted for annually until exhausted.
10. COUNTY agrees to pay CITY, *monthly*, its share of operational expenses related to the shared transmission and treatment facilities.
 - (a) Such share shall be determined by dividing the actual metered monthly flow discharged from COUNTY's District to the CITY's system by the total gallons metered monthly as discharged from the WWTP and multiplying that factor

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

by the total operating expenses of the shared transmission and treatment facilities for that month.

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

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

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remaining debt service costs.

12. COUNTY agrees to pay semi-annual debt service associated with the shared transmission and treatment facilities on a flow proportional basis by dividing the actual metered annual flow discharged from COUNTY's District to the CITY's system by the total gallons metered annually as discharged from the WWTP and multiplying that factor by the annual future debt service of the shared transmission and treatment facilities for the immediately preceding year. In January of each year CITY shall send an invoice to the COUNTY for debt service costs for funds obtained through any legally issued Bond, loan or other debt instrument. The County shall pay the undisputed amounts of any invoice received from CITY for such costs within thirty (30) days of receipt thereof.
13. If COUNTY decides, during the term of this Agreement, to seek alternative options for treating the COUNTY's wastewater and eliminates flows to the CITY, the CITY can regain full use of all capacity given up by the COUNTY without compensation. In the event the COUNTY wishes to remove all or a portion of its flows purchased via impact fees, after execution of this Agreement, the CITY may regain that portion of the capacity given up by the COUNTY by reimbursing the COUNTY of up to seventy-five (75) percent of the associated impact fees paid for said capacity based on straight line depreciation of the financed assets.
14. If the CITY deems it necessary to impose a moratorium upon additional flows to the WWTP, the COUNTY will also be required to place a moratorium on their flows from the COUNTY and halt sewer permit issuance. The lifting of any moratorium implemented by the CITY will also lift the moratorium for the COUNTY.

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City of Seaford & Sussex County Unified Sanitary Sewer District

15. Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to ascertain the correctness of any figures used in computing the liability of any party to any other party. CITY agrees to provide COUNTY an annual budget and audit report for the CITY's shared transmission facilities, the WWTP and the biosolids operations.
16. During the term of this Agreement, the COUNTY shall sample the District pumping stations (Blades PS45 and Bridgeville) according to the Schedule detailed below.

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

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

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access to the COUNTY's collection system and/or pumping stations for its own monitoring.

17. CITY will notify COUNTY if chronic permit compliance problems are experienced at CITY's Wastewater Treatment Facilities including biosolids operations. If such problems are experienced due to wastewater conveyed by the COUNTY, then COUNTY will take immediate steps to remedy any situation, which causes such problems. If COUNTY is unable to remedy such situations, COUNTY may be required to install a pretreatment system to reduce wastewater constituents exceeding the "Wastewater Quality Criteria" attached hereto as Exhibit A.
18. It is mutually agreed by the parties hereto that to the extent permitted by law, each of them shall indemnify and hold harmless the other party, including its elected and appointed officials, servants, agents and/or employees against all losses, costs or damages on account of any bodily injury or property damage occurring in the performance of this Agreement due to the negligence of the indemnifying party, its respective servants, agents, and/or employees, or resulting from the failure of the WWTP, and facilities leading thereto, to function properly because of such negligence. To the fullest extent permitted by law, CITY waives any right of recovery from COUNTY and its elected and appointed officials, servants, agents, and/or employees for any loss of or damage to the WWTP (including any consequential loss that may result), regardless of the cause of origin, including the negligence of the COUNTY and, its elected and appointed officials, servants, agents and/or employees, to the extent covered by required insurance. CITY shall advise its property insurer(s) of the foregoing and such waiver shall be permitted under any

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City of Seaford & Sussex County Unified Sanitary Sewer District

property insurance policies maintained by CITY.

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

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

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

For the CITY,

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

a. For the COUNTY,

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

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

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

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

CITY of SEAFORD

By: _____
David Genshaw, Mayor
City of Seaford

Attest: _____
Secretary

SUSSEX COUNTY

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

Attest: _____
Clerk, Sussex County Council

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

EXHIBIT A

WASTEWATER QUALITY CRITERIA

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

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

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

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



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Georgetown-Millsboro Rotary Club
PROJECT NAME: Flags for Heroes 2018
FEDERAL TAX ID: 23-7194963 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: To support community activities and educational opportunities

ADDRESS: Post Office Box 164

Georgetown DE 19947
(CITY) (STATE) (ZIP)

CONTACT PERSON: Marlene Elliott Brown
TITLE: Member
PHONE: 302-270-1078 EMAIL: marleneelliottbrown07@gmail.com

TOTAL FUNDING REQUEST: \$1,000

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

If YES, how much was received in the last 12 months? \$600

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
500

SECTION 3: PROGRAM SCOPE

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

Over the last 5 years, the Georgetown-Millsboro Rotary Club has raised 500-700 flags each year in four locations in Georgetown and Millsboro. The Club has raised over \$100,000 in those years in honor of our veterans, current service members and local first responders who put their lives on the line to protect us and our freedom. Last year's proceeds were donated to First State Community Action Agency, American Red Cross of Delmarva, American Cancer Society, Delaware Tech, The Dictionary Project, Best Buddies of Delaware, Everlasting Hope, La Esperanza, Literacy Delaware, Read Aloud Delaware, Sussex Community Crisis Housing and the Rotary Foundation.

In 2018, 700 flags are planned to be displayed once again over Memorial Day weekend at Delaware Technical and Community College, the Circle in Georgetown, in the center and at the eastern entrance to Millsboro.

The donations for this project are handled by the Delaware Community Foundation and as such checks are made payable to the Foundation and noted for the Georgetown-Millsboro Rotary Club Flags for Heroes Project.

The Rotary Club gratefully acknowledges your past support of this project and requests your continued participation.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	20,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Newspaper Insert	\$ 2,500.00
Booths at Fairs	\$ 200.00
Replacement Flags, Markers	\$ 600.00
Volunteer Meals, etc	\$ 200.00
TOTAL EXPENDITURES	\$ 3,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 23,500.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Georgetown-Millsboro Rotary Club agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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

Marilyn E. Brown
Applicant/Authorized Official

[Signature]
Witness

4-24-18
Date

4/24/18
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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

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

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

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

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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

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

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

Matthew E. Brown
Applicant/Authorized Official

Member
Title

[Signature]
Witness

4/24/18
Date

*Wilson
5-01-18*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Gumboro Community Association
PROJECT NAME: 2018 Operating Costs
FEDERAL TAX ID: 51-0381956 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: Organized for the purpose of promoting the health, safety, and well-being of the citizens within and surrounding the Gumboro area. We hope to improve the economic, cultural, historic, social, and recreational needs of the community.

ADDRESS: 36849 Millsboro Hwy
Millsboro DE 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: Crystal Wheatley
TITLE: Treasurer
PHONE: 302-381-6958 EMAIL: cmwheatley928@yahoo.com

TOTAL FUNDING REQUEST: 5000

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

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

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 20%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

3000

SECTION 3: PROGRAM SCOPE

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

The Gumboro Community Association is seeking funding in order to supplement our increasing operational costs and maintenance needs. The Gumboro Community Center provides a meeting place for various non profit organizations including but not limited to various Girl Scout troops, a local 4H Chapter, and multiple Little League and travel ball teams. Additionally, the Gumboro Community Center provides multiple community functions throughout the year for the general public. Any funding received will go towards general operating costs, which allow us to continue to support these community organizations, such as the electric bill, cleaning, landscaping, and building maintenance.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	8,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Estimated utility expenses for 2018 (propane, trash, electric)	-\$ 7,500.00
2018 projected cleaning costs	-\$ 2,600.00
2018 projected landscaping costs	-\$ 3,700.00
2018 building and grounds insurance	-\$ 4,600.00
Approx playground and ballfield costs (portapotty/mulch/etc)	-\$ 2,000.00
TOTAL EXPENDITURES	-\$ 20,400.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 12,400.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Gumboro Community Association agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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

Crystal Wheatley
Applicant/Authorized Official

4/5/18
Date

Raven M. Jensen
Witness

4/26/18
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

987

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

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

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

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

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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

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

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

Capt. Whetley
Applicant/Authorized Official

Treasurer
Title

Russ M. Jensen
Witness

4/3/18
Date

Arlett
4-30-18



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: American Legion Auxiliary Unit 28
PROJECT NAME: Poppy Fund
FEDERAL TAX ID: EIN 91-1922671 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION:

ADDRESS: 31768 Legion Rd
Millsboro, Delaware 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: Karen S. Merry
TITLE: Poppy Chairman
PHONE: 240-475-1598 EMAIL: bemerry43@verizon.net

TOTAL FUNDING REQUEST:

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

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

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

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

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

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- Fair Housing
 Infrastructure¹
 Health and Human Services
 Other Veteran Rehab
 Cultural
 Educational

BENEFICIARY CATEGORY

- Disability & Special Needs
 Elderly Persons
 Minority
 Victims of Domestic Violence
 Low to Moderate Income²
 Other Veterans
 Homeless
 Youth

BENEFICIARY NUMBER

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

200

SECTION 3: PROGRAM SCOPE

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

Pappy funds are used locally to assist hospitalized and disabled Veterans.

Veterans in our local Nursing Homes (2) and Veterans in the VA Home in Milford are supported by Unit 28's Pappy Program.

The 200 Veterans served annually does not include assistance provided to their families. Pappy funds are for individual Veterans.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	<i>unknown - income for Poppy Fund is by donation only from distributing poppies in May.</i>
TOTAL REVENUES	
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
<i>no budget for Poppy program because funds are distributed as needed for assisting hospitalized and disabled Veterans</i>	
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the *American Legion Auxiliary Unit 28* agrees that:
 (Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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

Karen S. Merry
Applicant/Authorized Official

V.P. Lucinda Shelly
Witness

4/23/18
Date

4/23/18
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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

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

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

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

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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

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

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

Karen S. Merry
Applicant/Authorized Official

Peppy Chairman
Title

VP Linda Sherry
Witness

4/23/18
Date

Arlett
4-30-18



[Handwritten signature]

SUSSEX COUNTY GOVERNMENT GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Ocean View Historical Society (OVHS)

PROJECT NAME: Coastal Towns Museum

FEDERAL TAX ID: 26-1719840 NON-PROFIT: YES NO

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

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

ORGANIZATION'S MISSION: To preserve, restore, and present the history and culture of Ocean View and the surrounding area, known as Baltimore Hundred.

ADDRESS: 39 Central Avenue (mailing: P.O. Box 576)

Ocean View DE 19970
(CITY) (STATE) (ZIP)

CONTACT PERSON: Barbara Slavin

TITLE: President, OVHS

PHONE: (302) 593-8814 EMAIL: slavinbe1@yahoo.com

TOTAL FUNDING REQUEST: _____

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

If YES, how much was received in the last 12 months? \$2,000

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

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

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

*Coile
5-07-18*

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

600

SECTION 3: PROGRAM SCOPE

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

In 2016 a local resident donated her 1901 house at 40 West Avenue to OVHS. It was decided to make this property, which includes a restored barn and a woodhouse, into the Coastal Towns Museum in a joint venture with the surrounding coastal towns of Sussex County's Baltimore Hundred. This project will require removing the plumbing, updating the electrical wiring, refinishing floors, repairing walls, and painting.

Currently, Millville, Ocean View, Bethany, South Bethany and Fenwick Island are planning to depict life in Baltimore Hundred as it was, including the Native Americans, farmers, mariners, and, of course, the chicken industry.

Any amount of money to begin this project will be appreciated.

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

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

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

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

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	<i>Fundraising:</i>
TOTAL REVENUES	<i>\$10,000</i>
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	<i>\$50,000</i>
<i>Insurance</i>	<i>-12,000</i>
<i>Electrician</i>	<i>-2,000</i>
<i>Plumbing</i>	<i>-800</i>
<i>Painter</i>	<i>-2,000</i>
<i>Construction Rehab</i>	<i>-15,000</i>
<i>Equipment (audio, video, etc)</i>	<i>-15,000</i>
<i>Furniture to display</i>	<i>-14,000</i>
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the *Ocean View Historical Society* agrees that:
(Name of Organization)

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

SECTION 5: STATEMENT OF ASSURANCES (continued)

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

Barbara E Alavin
Applicant/Authorized Official

5-1-18
Date

A Kay Reese
Witness

5/1/18
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

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

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

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

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

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

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

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

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

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

Barbara Alavin
Applicant/Authorized Official

OVHS President
Title

A Kaye Reese
Witness

5-1-18
Date

To Be Introduced 05/15/18

**Council District No. 5 – Arlett
Tax I.D. No. 134-16.00-39.00
911 Address: 34365 Central Avenue, Frankford**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY UNITS (147 TOWNHOUSES) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 47.7177 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of May 2018, a conditional use application, denominated Conditional Use No. 2142, was filed on behalf of RH Orr, LLC, c/o Ribera Development, LLC; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2142 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2142 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the east side of Central Avenue, approximately 0.22 mile north of Old Church Cemetery Road, and being more particularly described in the attached legal description prepared by Cypress Surveys, LLC, said parcel containing 47.7177 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

MARTIN L. ROSS, CHAIRMAN
KIM HOEY STEVENSON, VICE CHAIRMAN
R. KELLER HOPKINS
DOUGLAS B HUDSON
ROBERT C. WHEATLEY



2 THE CIRCLE | PO BOX 417
GEORGETOWN, DE 19947
(302) 855-7878 T
(302) 854-5079 F
sussexcountyde.gov

Sussex County

Planning & Zoning Commission

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date April 12, 2017

Application: CU 2120 PJM Properties, LLC.

Applicant/Owner: PJM Properties, LLC
39084 Harpoon Rd.
Fenwick Island, DE 19944

Site Location: Northeast side of Williamsville Rd., approximately 2,476 ft. southeast of Lighthouse Road (Rt. 54)

Current Zoning: AR-1 (Agricultural Residential District)

Proposed Use: Amendment of Conditions of CU 1106

Comprehensive Land
Use Plan Reference: Highway Commercial Area and Environmentally Sensitive Developing Area

Councilmatic
District: Mr. Arlett

School District: Indian River School District

Fire District: Roxana Fire District

Sewer: Sussex County

Water:

Site Area: 5.7 ac. +/-

Tax Map ID.: 533-19.00-287.02



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE 19947

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: May 9, 2018

RE: County Council Report for CU 2120 PJM Properties, LLC

The Planning and Zoning Department received an application (CU 2120 PJM Properties, LLC) to allow for amendment of Conditions of CU 1106 located on Williamsville Rd. The Planning and Zoning Commission held a public hearing on April 12, 2018. The following are the draft minutes and motion for the Conditional Use from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis, and an exhibit booklet.

The Commission found James Fuqua, Attorney with Fuqua, Willard, Stevens, and Schab, and Mike Ferrari, owner of PJM Properties, LLC were present on behalf of the application; that Mr. Fuqua stated this is an application to amend two conditions of 1106 and the Conditional Use was approved by County Council on May 23, 1995 for boat related uses; that the original owner operated business for approximately 20 years and sold the business in November 2016; that they use about half of the site; that the aerial photos show the use and number of boats stored vary due to the season and are stored for the winter; that there are about four entrances, exits per year per boat; that the original approval was subject to eight (8) conditions; that they are requesting to amend conditions eight (8) and five (5); that the original condition number eight was limited to 108 boats and would like to change to not more than 300 boats on site; that the Conditional Use was approved for the entire site and only increase to storage use; that the business has been successful and an increase in demand for service over the last 20 years; that the site is adjacent to America Bayside; that they are requesting to amend condition five (5) relating to a repair building limited to one story or 30 foot in height, the owner wished to replace the repair building with a new 50x100 building to connect to the old building and it won't exceed the one story or 30 foot in height; ; that to avoid confusion they asking to amend condition 5 even though there are no restrictions on the site for building square footage, only height; that they will connect to sewer and water when the new building is built; that he has other areas and uses; that this site will predominately be most for storage and repair will be at other locations; that the customers access is limited to the site; that the area is fenced and there is security lighting is indirect; that the use has been in operation for over 20 years; that Mr. Ferrari stated there is no change in hours; that the new building will be used for storage; that the current building houses equipment to move boats; that there is no current lighting; and that there is no intention of housing old boats and have a process to handle abandoned boats.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

The Commission found that no one spoke in favor or in opposition to the application.

At the conclusion of the public hearings, the Commission discussed this application.

Motion by Mr. Hudson, seconded by Ms. Stevenson, and carried unanimously to defer action for further consideration. Motion carried 5-0.

At their meeting of April 6, 2018, the Planning Commission discussed the application which has been deferred since April 12, 2018.

Mr. Hudson moved that the Commission grant approval CU #2120 for PJM Properties, LLC for an amendment to conditions imposed as part of Conditional Use #1106, for outside boat storage, marine engine repair and boat painting, based upon the record made during the public hearing and for the following reasons:

1. Conditional Use #1106 was approved by Ordinance #1028 on May 23, 1995 to permit a boat storage yard, marine engine repair and boat painting.
2. Although the entire property consisted of 5.706 acres, the prior approved limited the site to only 108 boat storage sites.
3. Since 1995 the area has continued to develop, with more recreational boaters, in the area than ever before. This includes the nearby Americana Bayside, a restricted residential development that limits on-site boat storage. As a result, the business has continued to grow, and more boat storage sites are needed.
4. The ongoing use has not adversely impacted nearby residents or roadways, and no parties appeared in opposition to this request to expand the prior conditional use.
5. Based on these reasons, it is appropriate to amend Condition #5 of Conditional Use #1106 and Ordinance #1028 to allow an additional 5000 square foot boat repair building that may exceed one story or thirty feet in height, up to the height limit permitted in the AR-1 zone.
6. It is also appropriate to amend Condition #8 of Conditional Use #1106 and Ordinance #1028 to allow no more than 300 boat storage sites and expanding the area of these sites onto the additional areas of the 5.7 acre site that are not currently being used.
7. The other conditions of Conditional Use #1106 and Ordinance #1028 shall remain in effect.
8. A revised Final Site Plan shall be submitted in accordance with these amendments for review and approval by the Sussex County Planning and Zoning Commission.

Motion by Mr. Hudson, seconded by Ms. Stevenson and carried unanimously to forward this application to the Sussex County Council with a recommendation that the application be approved for the reasons stated. Motion carried 5-0.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: April 3, 2018
RE: Staff Analysis for CU 2120 PJM Properties, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CU 2120 PJM Properties, LLC to be reviewed during the April 12, 2018 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for parcel 533-19.00-287.02 to allow for amendment of Conditions of CU 1106 located on Williamsville Rd. The size of the property is 5.7 ac. +/-.

The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates that the properties have the land use designation Highway Commercial Areas and Environmentally Sensitive Developing Areas.

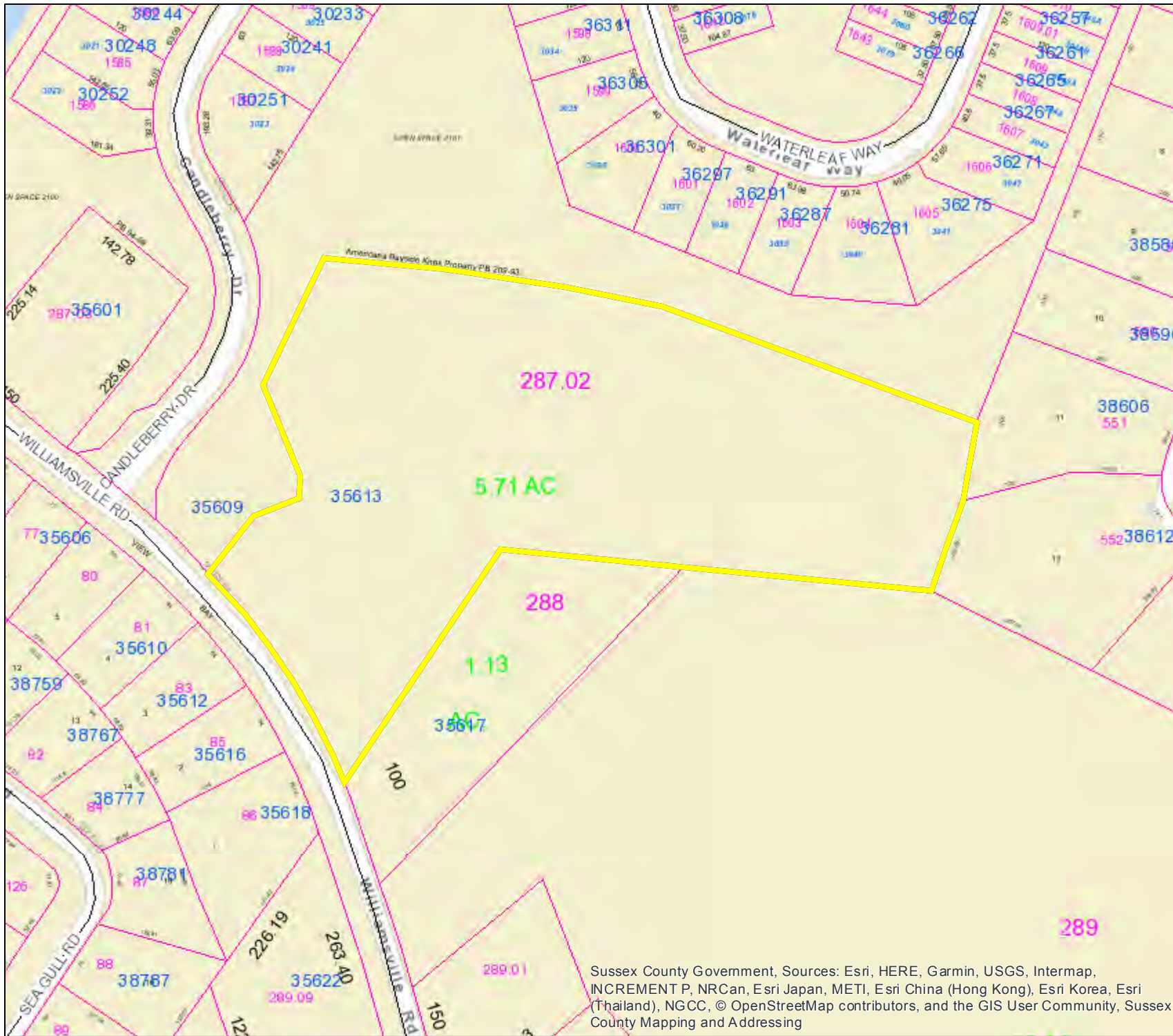
The Planning Commission originally held a public hearing on February 23, 1995. The County Council approved the Conditional Use on May 23, 1995. The County Council approved the Conditional Use for outside boat storage, boat and boating supplies sales, marine engine repair and boat painting with a number of conditions. The applicant is asking for consideration to amend Conditions "5" and "8". Condition 5 states that "the repair building shall not exceed one story or thirty feet in height". Condition 8 states that "not more than 108 boat storage sites shall be permitted on the property, at a location established by the Director of Planning and Zoning."

The applicant is requesting to amend Condition 5 to allow an additional 5,000 SF repair building.

The applicant is requesting to amend Condition 8 to increase the number of storage sites to 300 by expanding the use onto a portion of the 5.7 acres that is currently not being utilized as part of the Conditional Use.

The original Conditional Use was for the entire 5.7 ac. of the property.





Addresses / Parcels

■ TaxParcels

Council Districts

- Fire Districts
- County District 01
- County District 02
- County District 03
- County District 04
- County District 05
- County Boundaries

Schools/Libraries

- School Buildings (Various)
- School Library
- Public Library
- Special Library
- DOE School Districts
- DOE VoTech School Districts

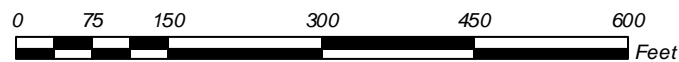
Hydrology

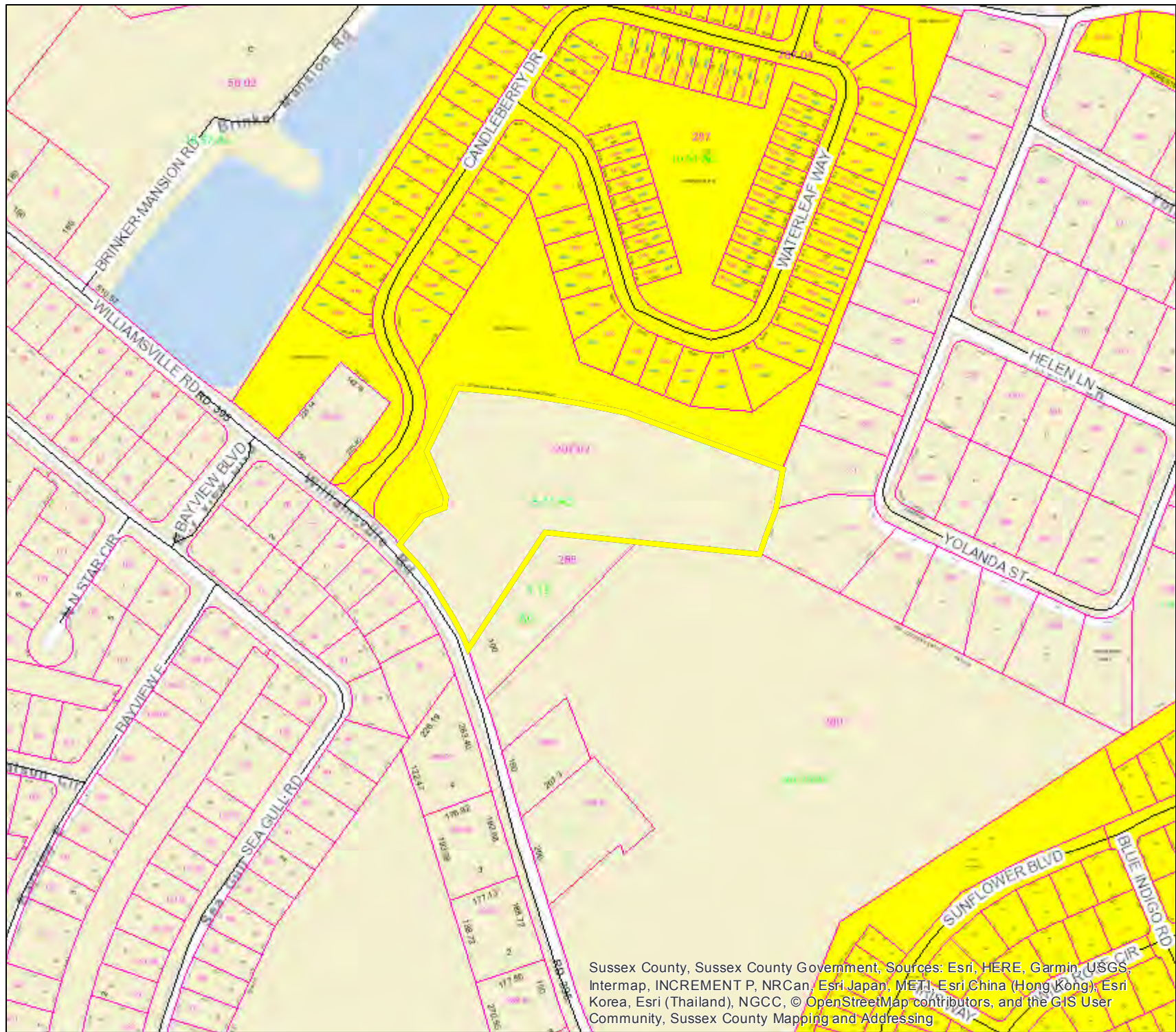
- ~ Streams / Rivers
- Lakes, Ponds, Bays

Flood Zones

- 0.2% Annual Chance Flood Hazard
- A
- AE
- AO
- Open Water
- VE
- Public Protected Lands
- Municipalities
- Communities
- Boundaries State County

Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing





Addresses / Parcels

■ TaxParcels

Council Districts

- Fire Districts
- County District 01
- County District 02
- County District 03
- County District 04
- County District 05
- County Boundaries

Schools/Libraries

- ▮ School Buildings (Various)
- ▮ School Library
- ▮ Public Library
- ▮ Special Library
- ▮ DOE School Districts
- ▮ DOE VoTech School Districts

Hydrology

- ~ Streams / Rivers
- Lakes, Ponds, Bays

Flood Zones

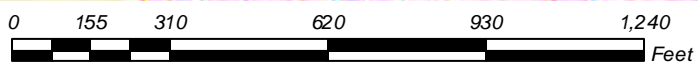
- 0.2% Annual Chance Flood Hazard
- A
- AE
- AO
- Open Water
- VE

- Public Protected Lands
- Municipalities
- Communities
- Boundaries State County

Sussex County, Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing



Sussex County Map



Introduced 10/31/17

**Council District No. 5 – Arlett
Tax I.D. No. 533-19.00-287.02
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR CONDITIONAL USE NO. 1106 TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 5.706 ACRES, MORE OR LESS

WHEREAS, on the 11th day of October 2017, a conditional use application, denominated Conditional Use No. 2120, was filed on behalf of PJM Properties, LLC; and

WHEREAS, on the ____ day of _____ 2017, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2120 be _____; and

WHEREAS, on the ____ day of _____ 2017, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2120 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, Delaware, and lying on the northeast side of Williamsville Road approximately 2,476 feet southeast of Lighthouse Road (Route 54) and being more particularly described in attached deed prepared by D. Stephen Parsons, P.A., said parcel containing 5.706 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

MARTIN L. ROSS, CHAIRMAN
KIM HOEY STEVENSON, VICE CHAIRMAN
R. KELLER HOPKINS
DOUGLAS B HUDSON
ROBERT C. WHEATLEY



2 THE CIRCLE I PO BOX 417
GEORGETOWN, DE 19947
(302) 855-7878 T
(302) 854-5079 F
sussexcountyde.gov

Sussex County Planning & Zoning Commission

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date April 12, 2018

Application: CZ 1848 R. Keller & Joann Hopkins

Applicant: R. Keller and Joann Hopkins
19852 Peaceful Acres Ln.
Bridgeville, DE 19933

Owner: Estate of Charles O'Day
18864 E. Redden Rd.
Georgetown, DE 19947

Site Location: 18864 E Redden Rd.
Corner of E Redden Rd. and DuPont Blvd.

Current Zoning: AR-1 (Agricultural Residential District)

Proposed Zoning: CR-1 (Commercial Residential District)

Comprehensive Land
Use Plan Reference: Low Density Areas

Councilmatic
District: Mr. Wilson

School District: Indian River School District

Fire District: Georgetown Fire District

Sewer: Private On-Site

Water: Private On-Site

Site Area: 22.53 ac. +/-

Tax Map ID.: 135-6.00-10.00



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE I PO BOX 417
GEORGETOWN, DELAWARE 19947

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: May 9, 2018

RE: County Council Report for CZ 1848 R. Keller & Joann Hopkins

The Planning and Zoning Department received an application (CZ 1848 R. Keller & Joann Hopkins) to allow a Change of Zone from AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District). The Planning and Zoning Commission held a public hearing on April 12, 2018. The following are the draft minutes and motion for the Change of Zone from the Planning and Zoning Commission meetings.

Mr. Hopkins recused himself.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis, results from DelDOT TIS, an exhibit booklet, comments from the Sussex Conservation District and Sussex County Engineering Department Utility Planning Division.

The Commission found James Fuqua, Attorney with Fuqua, Willard, Stevens, and Schab, Mark Mervine, Frank Kea and Jason Palkewicz with Solutions IPEM were present on behalf of the application; that Mr. Fuqua stated there is a small wooded area; that there is an existing home; that there are no wetlands on site; that the site is on the west side of East Redden Road and adjacent to four residential lots across East Redden Road and is wooded to the south; that adjacent to the site is C-1 parcel; that further south of the site is C-1 and commercial uses; that there is extension of commercial zoning in the area; that he would like to relocate his business (Hopkins Construction Company); that the company does sewer and water infrastructure construction; that the current site is too small; that this site is a few miles north of Georgetown and is more centrally located; that the site is adjacent to Route 113 which is a major arterial road; that large scale commercial uses must be along a major arterial road and this is not a large scale use; that the size is adequate to allow growth of the business; that the home will be used as a home; that this is in character with the uses in the area; that the major arterial road is not appropriate for residential uses; that he believes this meets the purpose of CR-1 purpose; that the site is located at a signal; that a TIS was not required at this time; that it is subject to corridor capacity program that limits access of Route 113 and access of Redden Road; and that there is a tax ditch in the area.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

The Commission found that Kimley Hines spoke in favor to the application; that Ms. Hines stated she owns 68 acres across the street; that she was told by Mr. Hopkins would maintain the road; that there are no traffic problems.

The Commission found that no one in opposition to the application.

Motion by Mr. Wheatley, seconded by Ms. Stevenson, and carried unanimously to defer action for further consideration. Motion carried 4-0.

At their meeting on April 26, 2018, the Planning Commission discussed the application which has been deferred since April 12, 2018.

Mr. Wheatley moved that the Commission recommend approval of CZ #1848 for R. Keller Hopkins and Joann Hopkins for a Change in Zone from AR-1 to CR-1 based upon the record made during the public hearing and for the following reasons:

1. The site is along U.S. Route 113 at the signalized intersection with Redden Road. This location is appropriate for CR-1 zoning.
2. Route 113 is designated as a Major Arterial Road, which is an appropriate location for CR-1 Zoning.
3. The site is in an area where other Commercially-zoned properties exist, including properties adjacent to and immediately south of the site. The CR-1 zoning will be consistent with the area zoning.
4. The proposed use will not adversely affect neighboring or adjacent properties or roadways.
5. The applicant will be required to meet or exceed all DelDOT requirements.
6. CR-1 Zoning is appropriate, since the County Zoning Code states that the purpose of such zoning is to provide for a wide variety of commercial and service activities generally servicing a wide area, and that such uses should be located along existing major thoroughfares where a general mixture of commercial and service activities now exist. In this case, the rezoning along U.S. Route 113 falls within the stated purpose of the CR-1 district.
7. No parties appeared in opposition to this rezoning, and a neighbor testified in favor of the rezoning.
8. Any future development of the property will require thorough site plan review and approval by the Sussex County Planning & Zoning Commission.

Motion by Mr. Wheatley, seconded by Mr. Hudson and carried unanimously to forward this application to the Sussex County Council with a recommendation that the application be approved for the reasons stated. Motion carried 4-0. Mr. Hopkins recused himself from the discussion and vote.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
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janelle.cornwell@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

To: Sussex County Planning Commission Members
From: Janelle Cornwell, AICP, Planning & Zoning Director
CC: Vince Robertson, Assistant County Attorney and applicant
Date: April 3, 2018
RE: Staff Analysis for CZ 1848 R. Keller & Joann Hopkins

This memo is to provide background and analysis for the Planning Commission to consider as a part of application CZ 1848 R. Keller & Joann Hopkins to be reviewed during the April 12, 2018 Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Change of Zone for parcel 135-6.00-10.00 to allow for a Change of Zone from AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District). The size of the property is 22.53 ac. +/-.

The 2008 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map indicates that the properties have the land use designation Low Density Areas.

The surrounding land use to the north, south, east and west are Low Density Areas. The Low Density Areas land use designation recognizes that business development should be largely confined to businesses that address the needs of single family residences and agriculture. It should also permit industrial uses that support or depend on agricultural uses. The focus of retail and office should provide convenience goods and services to nearby residents and should be limited in their location, size and hours of operation. CR-1 (Commercial Residential District) is a zoning district that can be considered in the Low Density Areas land use classification.

The property is zoned AR-1 (Agricultural Residential District). The properties to the north and east are zoned AR-1 (Agricultural Residential District). The properties to the south and west are zoned C-1 (General Commercial District) and AR-1 (Agricultural Residential District). There are no known Conditional Uses in the area.

Based on the analysis of the land use, surrounding zoning and uses, the Change of Zone from AR-1 (Agricultural Residential District) to CR-1 (Commercial Residential District) could be considered consistent with the land use, some of the surrounding zoning and some of the uses.





Addresses / Parcels

■ TaxParcels

Council Districts

■ Fire Districts

■ County District 01

■ County District 02

■ County District 03

■ County District 04

■ County District 05

□ County Boundaries

Schools/Libraries

▮ School Buildings (Various)

▮ School Library

▮ Public Library

▮ Special Library

▮ DOE School Districts

▮ DOE VoTech School Districts

Hydrology

▮ Streams / Rivers

▮ Lakes, Ponds, Bays

Flood Zones

▮ 0.2% Annual Chance Flood Hazard

▮ A

▮ AE

▮ AO

▮ Open Water

▮ VE

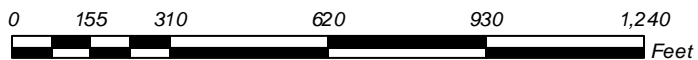
▮ Public Protected Lands

▮ Municipalities

▮ Communities

▮ Boundaries State County

Sussex County Government, Sussex County Mapping and Addressing, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





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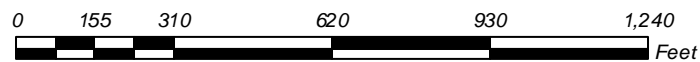
■ Public Protected Lands

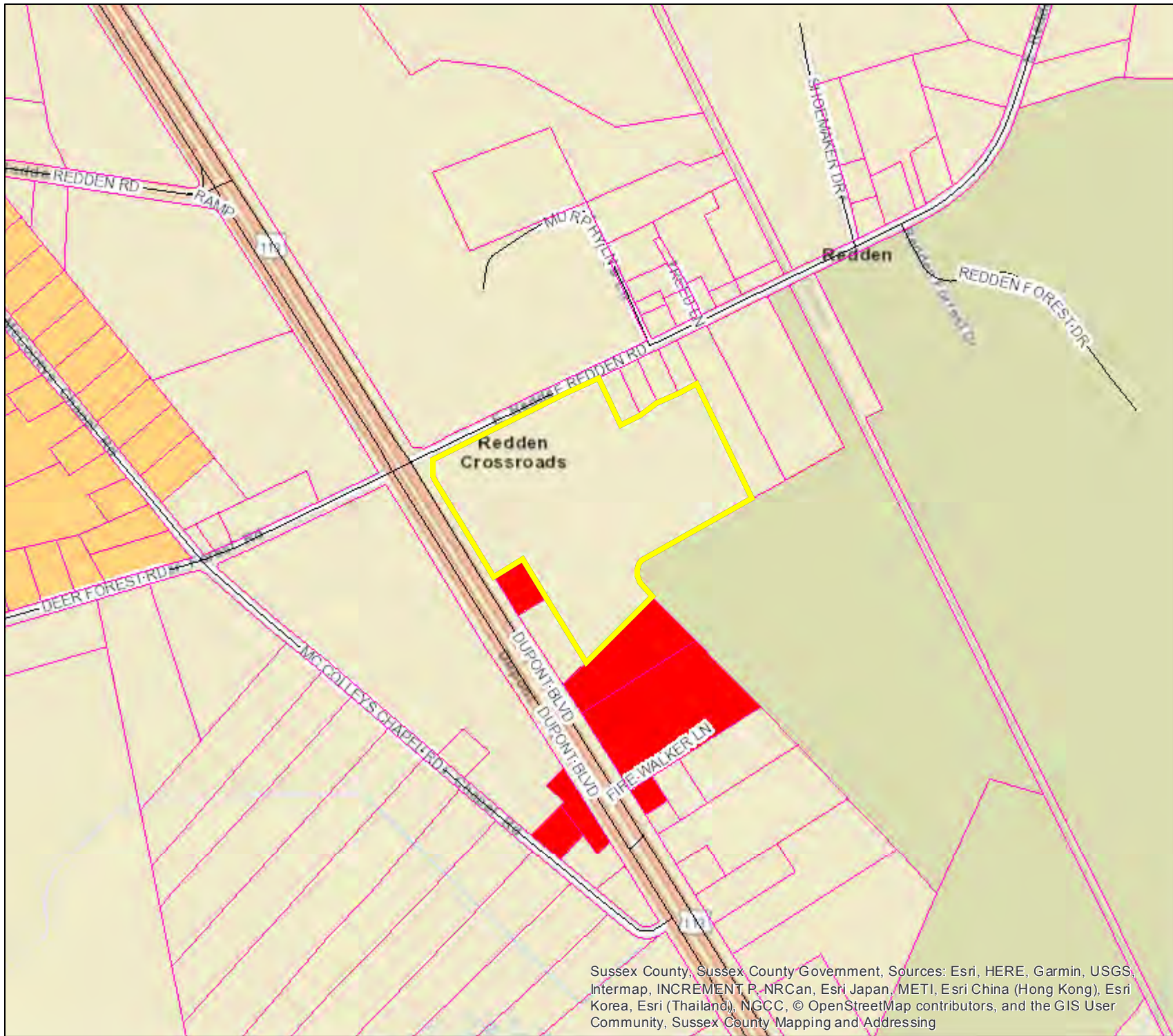
■ Municipalities

■ Communities

■ Boundaries State County

Sussex County Government, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, ©OpenStreetMap contributors, and the GIS User Community, Sussex County Mapping and Addressing





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Introduced 10/31/17

**Council District No. 2 – Wilson
Tax I.D. No. 135-6.00-10.00
911 Address: 18864 Redden Road, Georgetown**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 22.53 ACRES, MORE OR LESS

WHEREAS, on the 13th day of October 2017, a zoning application, denominated Change of Zone No. 1848, was filed on behalf of R. Keller and Joann Hopkins; and

WHEREAS, on the ____ day of _____ 2017, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1848 be _____; and

WHEREAS, on the _____ day of _____ 2017, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Georgetown Hundred, Sussex County, Delaware, and lying at the southeast corner of E. Redden Road and DuPont Blvd. and being more particularly described in the attached deed prepared by David W. Baker, Esq. P.A.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.