NEW CASTLE COUNTY COUNCIL
COUNCIL MEETING

May 9, 2023
6:30 PM

VIRTUAL ZOOM WEBINAR MEETING* &**
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801

AGENDA

A. Call to Order

- **Moment of Silence**
- **Pledge of Allegiance**
- **Roll Call**

B. Approval of Minutes

C. Announcements

D. Introduction of Ordinances

°23-054: APPROPRIATE $190,000 FROM THE GARSTIN TRUST PORTFOLIO TO THE GARSTIN TRUST FUND IN ORDER TO FUND PARK MAINTENANCE FOR FISCAL YEAR 2024, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC WORKS Introduced by: Mr. Sheldon

°23-055: AMEND THE FY2023 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $55,340 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2023 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF PUBLIC WORKS, JESTER WALKING PATH CAPITAL PROJECT Introduced by: Mr. Sheldon, Ms. Durham

E. Reports from Select and Special Committees

F. Consent Calendar

NOTE: If an item on the Consent Calendar is objected to by a Council member, or a member of the public wishes to obtain additional information about the candidate or proposed legislation, or if a Councilmember intends to offer an amendment to a resolution, seek additional information, or state a conflict, it shall be removed from the Consent Calendar and voted upon separately.

G. Presentations

H. Consideration of Resolutions Removed from the Consent Calendar and Other Resolutions

R23-084: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH DELAWARE SCHOOL BASED HEALTH ALLIANCE, INC., FOR THE AMOUNT OF $2,000,000 Introduced by: Mr. Smiley, Mr. Cartier

R23-085:TO SET NEW CASTLE COUNTY'S FISCAL YEAR 2024 CONTRIBUTION RATE FOR THE COUNTY'S PENSION PLANS
Introduced by: Mr. Smiley, Mr. Cartier

R23-086: TO AMEND THE MAINTENANCE DECLARATION FOR THE CASCADES, LOCATED ALONG THE NORTH SIDE OF PULASKI HIGHWAY (US RTE 40), INCLUDING THOSE TAX PARCEL NUMBERS LISTED IN "EXHIBIT A" ATTACHED HERETO Introduced by: Ms. George

R23-087: TO AMEND THE MAINTENANCE DECLARATION FOR PENNFIELD, LOCATED ALONG THE SOUTH SIDE OF PORT PENN ROAD, INCLUDING THOSE TAX PARCEL NUMBERS LISTED IN "EXHIBIT A" ATTACHED HERETO Introduced by: Mr. Bell

R23-088: EXTENDING THE TIME FOR THE TASK FORCE TO REVIEW AND CONSIDER ISSUES RELATING TO FUNDING FOR BUILDINGS AND STRUCTURES IN COMMON INTEREST COMMUNITIES, INCLUDING CONDOMINIUMS, IN NEW CASTLE COUNTY Introduced by: Mr. Cartier, Ms. Kilpatrick, Mr. Sheldon

R23-089: CONSENTING TO THE APPOINTMENT OF TONYA ADKINS FOR THE POSITION OF ARPA COMMUNITY LIAISON FOR NEW CASTLE COUNTY Introduced by: Mr. Smiley, Mr. Cartier

I. Consideration of Ordinances

°23-047: TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607, TO ADOPT THE CLASS SPECIFICATION FOR THE POSITION TITLE OF PAYROLL ASSISTANT II AND UPDATE THE CLASS SPECIFICATION FOR PAYROLL SUPERVISOR Introduced by: Ms. Hartley-Nagle

°23-048: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 2 ("ADMINISTRATION"), SECTION 2.03.004 ("FEES FOR RECORDER OF DEEDS") RELATING TO CERTAIN CHANGES TO FEES OF THE OFFICE OF THE RECORDER OF DEEDS Introduced by: Mr. Smiley, Mr. Cartier

°23-049: AMEND THE GRANTS BUDGET: APPROPRIATE $94,727.52 IN FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR WITH FUNDS PROVIDED BY THE DELAWARE WORKFORCE INVESTMENT BOARD TO THE 2023/2024 STATE YEAR-ROUND YOUTH EMPLOYMENT PROGRAM GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES Introduced by: Mr. Hollins, Mr. Street

°23-050: AMEND THE GRANTS BUDGET: APPROPRIATE $107,945.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING, TO THE 2023 STATE SUMMER YOUTH EMPLOYMENT PROGRAM – CITY OF WILMINGTON; THE GRANT WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES Introduced by: Mr. Hollins, Mr. Street

°23-051: AMEND THE GRANTS BUDGET: APPROPRIATE $119,303.26 IN FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT

AND TRAINING TO THE 2023 STATE SUMMER YOUTH EMPLOYMENT PROGRAM – SUBURBAN NEW CASTLE COUNTY GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES Introduced by: Mr. Hollins, Mr. Street

J. Time Sensitive Congratulatory/Honorary Resolutions

R23-090: CONGRATULATING AND COMMENDING REVEREND CHARLES C. DILLINGHAM ON HIS 50TH ANNIVERSARY OF ORDINATION AND HIS RETIREMENT FROM ACTIVE SERVICE Introduced by: Ms. Kilpatrick

R23-091: CELEBRATING AND HONORING THE LIFE OF DAVID D. BRADY AND EXPRESSING CONDOLENCES TO HIS FAMILY AND FRIENDS Introduced by: Mr. Cartier

K. Introduction/Consideration of Emergency Ordinances

L. Public Comment/Other

M. Motion to Adjourn

AGENDA POSTED: May 2, 2023

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing zoom Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : https://zoom.us/j/377322142 You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars
Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at https://www.nccde.org/2351/Agendas-and-Minutes Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Introduced by: Mr. Sheldon
Date of introduction: May 9, 2023

ORDINANCE NO. 23-054

APPROPRIATE $190,000 FROM THE GARSTIN TRUST PORTFOLIO TO THE GARSTIN TRUST FUND IN ORDER TO FUND PARK MAINTENANCE FOR FISCAL YEAR 2024, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, Geoffrey Smith Garstin was a prominent and successful employee of the Dupont Company; and

WHEREAS, Mr. Garstin and his wife, Ann Nields Garstin, were civic-minded citizens especially devoted to the parks of New Castle County; and

WHEREAS, Mr. and Mrs. Garstin established in their wills a residuary trust, a portion of which was to be given to New Castle County free from trust as a memorial to Mr. and Mrs. Garstin, with the income from this endowment to be used for the care, maintenance, and upkeep of parks under New Castle County jurisdiction; and

WHEREAS, the Garstin Trust portfolio has a balance of $3,454,100.50 as of March 31, 2023; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Garstin Trust Fund is hereby amended by adding the material underscored and deleting the material bracketed and stricken on the attached Exhibit “A.”

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 Del. C. § 1156.

Section 3. The provisions of this Ordinance shall become effective on July 1, 2023.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: Appropriate $190,000 from the Garstin Trust portfolio to the Garstin Trust Fund to fund park maintenance for Fiscal Year 2024, to be administered by the Department of Public Works. The provisions in this Ordinance shall become effective July 1, 2023.

FISCAL NOTE: This Ordinance, if approved, would amend the Garstin Trust Fund by appropriating funding for FY2024 as follows:

Increase Materials and Supplies	70,000
Increase Contractual Services	120,000
TOTAL	**$190,000**

This appropriation is administered by the Department of Public Works.

Mr. and Mrs. Garstin established in their wills a residuary trust, a portion of which was given to New Castle County free from trust for the care, maintenance, and upkeep of parks under New Castle County jurisdiction. As of March 31, 2023, the balance of the endowment account was $3,454,100.50.

The fiscal impact of this Ordinance, if approved, would be an increase in the authorized spending authority of the Garstin Trust Fund by $190,000.

DEPARTMENT: Public Works

PROGRAM TITLE Garstin Trust Fund

EXHIBIT "A"

Ordinance No. 23-054
Garstin Trust Portfolio: $[~~5,370,000~~] 5,560,000

Object Level	Federal		County		Program Income		Other		Total	
	Initial	*Revised*	*Initial*	*Revised*	*Initial*	*Revised*	*Initial*	*Revised*	*Initial*	*Revised*
1000										
1500										
2000										
3000										
4000							[~~1,125,000~~]	1,195,000	[~~1,125,000~~]	1,195,000
5000							[~~4,245,000~~]	4,365,000	[~~4,245,000~~]	4,365,000
6000										
7000										
8000										
9000										
Total:							[~~5,370,000~~]	5,560,000	[~~5,370,000~~]	5,560,000

Supplemental Information

Estimated Program Initiation 7/1/2005

Estimated Program Completion ongoing

In-Kind Match -0-

Found in

Code #

Ordinance Passed: 05-042, 06-088, 07-083, 08-065, 09-039, 10-058, 11-058, 12-066, 13-041, 14-055, 15-065, 16-060, 17-020, 18-046, 19-040, 20-042, 21-060, 22-056

Date Revised: 05/10/2005, 08/22/2006, 06/26/2007, 05/27/2008, 06/23/2009, 05/25/2010, 06/14/2011 06/12/2012, 5/31/2013, 6/17/2014, 6/23/2015, 06/29/2016 04/11/2017, 5/22/2018, 4/30/2019, 4/28/2020, 4/13/2021, 5/24/2022

PROGRAM DESCRIPTION:

The Garstin Trust Fund provides for the care, maintenance, and upkeep of New Castle County parks.

[~~5/10/2022~~] 5/9/2023

Introduced by: Mr. Sheldon, Ms. Durham
Date of introduction: May 9, 2023

ORDINANCE NO. 23-055

AMEND THE FY2023 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $55,340 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2023 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF PUBLIC WORKS, JESTER WALKING PATH CAPITAL PROJECT

WHEREAS, the Department of Public Works has received documentation certifying that the State of Delaware Fiscal Year 2023 Bond and Capital Improvements Act (151st General Assembly, House Bill 475, signed into law June 30, 2022) has appropriated $55,340 to New Castle County from the State of Delaware, Department of Transportation (DelDOT) through the Community Transportation Fund (CTF); and

WHEREAS, the funding is for improvements on Justin Lane from Hanby Elementary to Jester Park.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2022 is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit "A."

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2022 is hereby amended by adding the material on the attached Exhibit "B," which shall be considered underscored in its entirety.

Section 3. State funding in the amount of $55,340 is appropriated to the Department of Public Works, Jester Walking Path Capital Project for improvements on Justin Lane from Hanby Elementary to Jester Park.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $55,340 in funding received from the State of Delaware Fiscal Year 2023 Bond and Capital Improvements Act (151st General Assembly, House Bill 475, signed into law June 30, 2022) to the Jester Walking Path Capital Project for improvements on Justin Lane from Hanby Elementary to Jester Park.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2023 Capital Budget by appropriating $55,340 in funding received from the State of Delaware Fiscal Year 2023 Bond and Capital Improvements Act (151st General Assembly, House Bill 475, signed into law June 30, 2022) to the Jester Walking Path Capital Project.

The revised FY2023 Capital Budget amount for the Jester Walking Path Capital Project will be $380,340.

The revised FY2023 New Castle County Capital Budget grand total will be $56,471,591.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2023

DEPARTMENT OF ADMINISTRATION

Human Resources Scanning	$	200,000
Information Systems Expansion II		1,075,000
Reassessment 2024	$	7,000,000
Recorder of Deeds HOA Portal		31,500
Subtotal	$	8,306,500

DEPARTMENT OF COUNTY EXECUTIVE

Executive SF Capital Contingency	$	500,000
Subtotal	$	500,000

DEPARTMENT OF COMMUNITY SERVICES

Claymont Library	$	(755,992)
Newark Library	$	17,000,000
Subtotal	$	16,244,008

DEPARTMENT OF PUBLIC SAFETY

Cardiac Monitors 2023	$	472,000
Police Range / EVOC		4,999,670
Public Safety Equipment		416,000
Public Safety Vest Protection Program		235,061
Subtotal	$	6,122,731

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Army Creek Landfill Upgrade	$	275,000
Brandywine Library HVAC Upgrade		2,000,000
Fleet Equipment 2021		(604,876)
Fleet Equipment 2023		5,645,858
General Paving		200,000
Government Center Parking Lot		(1,375,000)
Subtotal	$	6,140,982

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2023

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks

Agricultural Preservation		$ 1,722
Banning Park Improvements		900,000
Community Redevelopment and Reinvestment 2023		912,089
Game Court Improvements 2021		1,000,000
General Parkland Improvements		(570,000)
General Parkland Improvements 2021		1,570,000
Greenway Systems		1,690,300
Jester Walking Path	~~325,000~~	380,340
Middle Run Valley Reforestation		65,000
Open Space Preservation		1,000,000
Play Area Improvements 2021		200,000
Southern Regional Park		4,500,000
Subtotal	~~11,594,111~~	$ 11,649,451

Sewer/Stormwater

Airport Road System Rehabilitation		$ 1,250,000
Asset Management		100,000
Backwater Valve Improvement		50,000
Brandywine Hundred South Rehabilitation		(76,089)
Christina River Force Main		(1,340,995)
Countywide Drainage		500,000
DelDOT Coordination Project II		(148,920)
DelDOT Coordination Project 2021		153,727
General Sewer Improvements		396,153
General Stormwater Improvements		(393,415)
General Stormwater Improvements 2022		180,806
Market Street Rehabilitations (Bridge #9)		1,500,000
Public Works Complex		215,000
Pump Station Rehabilitation 2021		(600,000)
Pump Station Rehabilitation 2022-2023		1,600,000
Septage Receiving Station Upgrade		525,000
Sewer Fleet Equipment 2021		(509,680)
Sewer Fleet Equipment 2023		2,259,634
Sewer System Expansion		500,000
Stormwater Basin Renovation		(3,302)
Water Quality Improvement Plans		1,250,000
Wilmington System Rehabilitation		100,000
Subtotal		$ 7,507,919

CAPITAL BUDGET TOTAL	~~**56,416,251**~~	**$ 56,471,591**

EXHIBIT B

PROJECT PROFILES
PUBLIC WORKS - PARKS (continued)

Project Name (Number): Jester Walking Path (C301608)

Description: Construction of paved loop trail around perimeter of Jester Park.

Council Districts: All

Funding Schedule

	Bonds	**Federal**	**State**	**Other**	**Total**
Prior Authorizations	$ 800,000	$ -	$ 275,000		$ 1,075,000
FY2023	325,000	-	~~-~~		~~325,000~~
	-		55,340		380,340
FY2024	-	-	-	-	-
FY2025	-	-	-	-	-
FY2026	-	-	-	-	-
FY2027	-	-	-	-	-
FY2028	-	-	-	-	-
Future Years	-	-	-	-	-
Total	**$ 1,125,000**	**$ -**	~~**$ 275,000**~~	**$ -**	~~**$ 1,400,000**~~
			$ 330,340		**$ 1,455,340**
Available Authorizations:		**$ 792,265**			
Available Funding:		**$ 302,679**			
Operating Budget Impact:		**$ 715**			

**Available Authorizations / Funding as of February 28, 2022, net of obligations.*

FY2023 Activity:

Construction of park path, creation of meadowed areas, site interpretation. Improvements on Justin Lane from Hanby Elementary to Jester Park.

Future Activity:

No activity planned.

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: May 9, 2023

RESOLUTION NO. 23-084

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH DELAWARE SCHOOL BASED HEALTH ALLIANCE, INC., FOR THE AMOUNT OF $2,000,000

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220 in Coronavirus State and Local Fiscal Recovery funds under the American Rescue Plan Act of 2021, Pub. Law. No. 117-2 from the United States Department of the Treasury ("Department of the Treasury"); and

WHEREAS, Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, the Ordinances appropriated funding for Health Equity, which contemplated providing funds for Delaware School Based Health Alliance, Inc. ("DSBHA") to establish wellness centers in four New Castle County schools serving families living in poverty who have been disproportionately impacted by the COVID-19 pandemic; and

WHEREAS, New Castle County must enter into a subaward agreement with DSBHA to comply with the Uniform Guidance, 2 CFR Part 200; and

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, the subaward agreement with DSBHA contemplates transfers of up to $2,000,000.00 to DSBHA for the establishment and operation of four (4) new School-Based Health Centers (SBHCs) in New Castle County as chosen by the participating school districts—including in Richardson Park Elementary in Red Clay Consolidated School District, Brookside Elementary in Christina School District, Silver Lake Elementary in Appoquinimink School District, and McCullough Middle School in Colonial School District—to enhance positive health and education outcomes for children and adolescents; the new SBHCs will offer health promotion, delivery of medical and mental health services, health education and information, coordination with community based primary care, and referral beyond the services provided by the SBHC staff. The project includes two parts: (1) the build-out of wellness centers in the schools; and (2) the provision of wellness services within the schools. This program is a pilot program and is intended to operate during the 2023-2024 and 2024-2025 school years.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the subaward agreement listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form," as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed subaward agreement.

<u>Department of Administration, Office of Finance</u>

Delaware School Based Health Alliance, Inc.	$2,000,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $2,000,000.00. Funding is included in the FY2023 Approved Grant Budget in the American Rescue Plan Act Grant.

____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION	
NAME	Ben Morris-Levenson	FISCAL YR	2023	NAME	Delaware Schoold Based Health Alliance, Inc.
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	40 East Main St.
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Suite 200
PHONE	302-395-5126	REQ#	TBD		Newark, DE 19711
DELIVERY LOCATION					
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Marihelen Barrett
CURRENT VENDOR	☑ YES ☐ NO			PHONE	302-299-9517 EXT
VENDOR #	109599			EMAIL	mabarret@udel.edu FAX #

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Wellness Centers in High Need Neighborhoods	2,000,000.00	$2,000,000.00	57210	G12830001
				$0.00		1000000284
				$0.00		ARPA00069
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$2,000,000.00		

ADDITIONAL NOTES

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

Provide seed funding to establish wellness centers in three elementary schools, one in each of Red Clay Consolidated, Christina and Appoquinimink School Districts, and one middle school in Colonial School District. The schools selected are Title I schools serving families living in poverty who have been disproportionately impacted by the COVID-19 pandemic.

II. Why is it needed?

To administer, establish, and operate four new School-Based Health Centers (SBHCs) in New Castle County, to enhance positive health and education outcomes for children and adolescents. The new SBHCs will offer health promotion, delivery of medical and mental health services, health education and information, coordination with community based primary care, and referral beyond the services provided by the SBHC staff.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

Without funding to implement this project, the planned SBHCs will not be established in the four Title I schools that serve families disproportionately impacted by the COVID-19 pandemic.

IV. IS THIS A SOLE SOURCE CONTRACT? ☐ YES ☑ NO

V. IS THIS A PASS THROUGH GRANT? ☑ YES ☐ NO **IF YES, AGENCY**

VI. OTHER, PLEASE EXPLAIN

SIGNATURE	Ben Morris-Levenson	**DATE**	4/26/2023

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. § 200.332(a)(1):

Subrecipient Name (Must match UEI #): **Delaware School Based Health Alliance, Inc.**	**Date of Subaward:**
Subrecipient Representative: **Marihelen Barrett – Executive Director**	**Subrecipient UEI #:** **TPQMP3K6UBG3**
Subaward Number: ARPA00069	
Amount of Federal Funds **Obligated to Subrecipient: $2,000,000**	**Total Amount of Federal Funds** **Obligated to Subrecipient: $2,000,000**
Project Title: Wellness Centers in High Need Neighborhoods **Subrecipient Project Description: Provide seed funding to establish wellness centers in four elementary schools, one in each of Red Clay Consolidated, Christina and Appoquinimink School Districts and one middle school in Colonial School District. The schools selected are Title I schools serving families living in poverty who have been disproportionately impacted by the COVID-19 pandemic.** **Expenditure Category (SLFRF Guidance V. 5.0): 2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services** **R&D:** ☐ **Yes** ☒ **No**	
CFDA #: 21.027, Coronavirus State and Local Fiscal Recovery Funds	**FAIN#:** SLFRP4273 **Federal Awarding Agency:** U.S. Dept. of Treasury **Federal Award Date:** March 11, 2021 **Federal Award Amount:** $108,531,220
Performance Period Start Date:	**Performance Period End Date:** December 31, 2026
Recipient: New Castle County **County Contact:** New Castle County Executive Office Ben Morris-Levenson 87 Reads Way New Castle, DE 19720 ben.morris-levenson@newcastlede.gov (302) 395-5126	

Subrecipient may access the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 C.F.R. Part 200) at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

SUBAWARD AGREEMENT

This subaward agreement (this "Agreement"), entered this _____ day of April, 2023, by and between New Castle County (the "County"), a political subdivision of the State of Delaware, and Delaware School Based Health Alliance, Inc., a Delaware nonprofit corporation ("Subrecipient"). The County and Subrecipient shall sometimes be referred to herein individually as a "Party" and together as the "Parties."

Recitals

WHEREAS, the County, as an eligible recipient, received a total of $108,531,220 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 appropriated the full amount of CLSFR funds to the American Rescue Plan Act Grant for the County to respond to the COVID-19 public health emergency and its negative economic impacts, including $5,700,000 appropriated for Health Equity under Ordinance 22-097; and

WHEREAS, in administering and using CSLFR funds, the County must comply with: (1) regulations and guidance by Treasury regarding the use of CSLFR issued funds, including the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds V.5.0 issued September 20, 2022 (the "Guidance"), and the Final Rule issued by Treasury on January 6, 2022, effective April 1, 2022, published at 87 Federal Register 4338 *et seq.* and 31 C.F.R. §§ 35.1 *et seq.* (the "Final Rule" and with the Guidance, the "Treasury Regulations and Guidance"), as each may be amended; (2) the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 C.F.R. Part 200; and (3) the U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions (available at: https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf) (the "Treasury Terms and Conditions"); and

WHEREAS, Subrecipient has requested CSLFR funds through an application, grant request or similar proposal (the "Request") and the County has determined that CSLFR funds may be appropriated to pay for the costs of administering the Project, as defined herein.

Agreement

NOW, THEREFORE, the Parties agree as follows:

I. AGREEMENT TERM

A. This Agreement shall become effective on the date of execution and end on June 30, 2025 (the "Initial Term"), *provided, however*, that the Subrecipient must comply with requirements that extend beyond the Initial Term, including, but not limited to: Indemnification (IV.C); Documentation & Recordkeeping (V.C.); Record Retention (V.D.); Internal Controls

(V.E); Personally Identifiable Information (V.F); Monitoring & Compliance (V.G); Close-Outs (V.H); Audits & Inspections (V.I); and Reporting Procedures (V.J).

B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

C. County, in its sole and absolute discretion, may terminate this Agreement at any time.

D. Subrecipient must return an executed copy of this Agreement within ten (10) days following the later of (i) the first distribution of CSLFR funds to subrecipient under this Agreement or (ii) the provision of this Agreement to Subrecipient for execution. If Subrecipient fails to timely return an executed copy of this Agreement as set forth herein and retains CSFLR funds for a period of ten (10) days following the date on which an executed copy of this Agreement is required to be returned to the County, Subrecipient will be deemed to have accepted all of the terms and conditions of this Agreement and be bound hereby.

II. PROJECT DESCRIPTION, REPORTING, BUDGET AND PAYMENT

A. Project Description.

1. Subrecipient shall undertake the project described in Exhibit 1 (the "Project"). Any conflict between the description of the Project contained in Exhibit 1 and this Agreement shall be resolved in favor of this Agreement.

2. The project shall be divided into two discrete parts: (a) build-out of wellness centers within certain identified schools ("Build-Out") and (b) the provision of wellness services ("Services"), as described in Exhibit 1, within the identified schools.

3. The identified schools (each a "School" and together the "Schools") are:

a. Silver Lake Elementary (Appoquinimink School District)

b. Brookside Elementary School (Christina School District)

c. Calvin R. McCullough Middle School (Colonial School District)

d. Richardson Park Elementary School (Red Clay Consolidated School District)

4. The Project is eligible for funding through CSLFR funds under Expenditure Category 2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services, as set forth in the Treasury Guidance, and under 31 C.F.R. § 35.6(b)(3)(ii)(A)(11)(v).

5. The Project is primarily serving disproportionately impacted individuals because Silver Lake Elementary School, Brookside Elementary School, Calvin R. McCullough Middle

School and Richardson Park Elementary School are Title I schools and, therefore, students in those Schools are presumptively disproportionately impacted under 31 C.F.R. § 35.6(b)(2)(iii)(A).

6. The evidence in support of the Project includes Esther K. Adams *et al.*, Effect of Elementary School-Based Health Centers in Georgia on the Use of Preventative Services, Am. J. Prev. Med. 504-12 (Oct. 2020);[1] Satu Larson *et al.*, Chronic Childhood Trauma, Mental Health, Academic Achievement, and School-Based Health Center Mental Health Services, J. Sch. Health 675-86 (2017).[2] The amount of funds allocable to evidence-based interventions is $1,940,000.00.

7. Subrecipient must report the following information at the intervals indicated:

a. For the Build-Out phase, the total cost of building out the wellness center facility in each School, including the provision of invoices and receipts.

b. For the Services phase:[3]

(i) Annual well child visits;
(ii) Annual risk assessments;
(iii) Body mass index (BMI) screening and nutrition/physical activity counseling;
(iv) Depression screening;
(v) National Center for Education Statistics (NCES) School ID of the schools that received funds; and
(vi) Number of students participating in evidence-based tutoring programs.

8. For the Build-Out phase, each School must follow any applicable procurement statute or regulation applicable to the School in obtaining goods and services related to the Build-Out phase.

9. For the Services phase, Subrecipient shall issue a request for proposal ("RFP") in substantially the form attached hereto as Exhibit 2. The RFP must clearly state that all Services will be paid for using CSLFR funds and that successful bidders must cooperate with Subrecipient in complying with Subrecipient's obligations under this Agreement including, but not limited to, Subrecipient's reporting obligations. The RFP must be approved by the Schools and the County before it is issued by Subrecipient. The RFP is incorporated into this Agreement by reference. In the event of any conflict between this Agreement and the RFP, this Agreement will control.

[1] *Available at* https://pubmed.ncbi.nlm.nih.gov/32863078/.
[2] *Available at* https://pubmed.ncbi.nlm.nih.gov/28766317/.
[3] *See* School-Based Health Alliance, Standardized Performance Measures for SBHCs (Jan. 2017), *available at* http://www.sbh4all.org/wp-content/uploads/2017/01/Quality-Counts-Standardized-Performance-Measure-Definitions.pdf.

B. Budget and Payment.

1. County will provide up to $2,000,000.00 in CSLFR funds to Subrecipient to support the Project. The CSLFR funds shall be generally allocated as follows:

a. For the Build-Out phase, each School will be eligible to receive $50,000 in CLSFR funds ($200,000.00 in total). Up to $20,000 per School may be advanced by Subrecipient to each School to commence the Build-Out phase. All remaining Build-Out phase funds shall be distributed by Subrecipient to each School upon receipt of invoices or receipts from the applicable School.

b. Subrecipient shall receive $60,000 to compensate Subrecipient for managing the Project, to be paid as follows: (i) $30,000 upon execution of this Agreement; (ii) $15,000 upon completion of the Build-Out phase; (iii) $15,000 upon execution of an agreement or agreements to provide the Services in each of the Schools.

c. The remaining $1,740,000 will be allocable to the Services and will be distributed to Subrecipient quarterly according to the following schedule:

Payment Date	Payment Amount
July 31, 2023	$250,000.00
September 29, 2023	$250,000.00
December 29, 2023	$250,000.00
March 29, 2024	$250,000.00
June 28, 2024	$250,000.00
September 30, 2024	$250,000.00
December 30, 2024	$240,000.00

2. Funds not distributed to Subrecipient upon execution of this Agreement shall be distributed according to the following procedures:

a. Requests for distributions must be submitted via email to ben.morris-levenson@newcastlede.gov and aundrea.almond@newcastlede.gov. Incomplete applications may result in a delay in a decision regarding of funding requests.

b. Upon receipt of the request, the County will confirm receipt of application by email.

c. The received request will be reviewed and Subrecipient will receive a notification by email indicating denial and/or approval of the funding request within approximately five (5) business days.

d. Notification emails approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent upon the execution of this Agreement.

e. County is not obligated to pay any disputed portion of any request for distribution and Subrecipient shall continue to provide all services related to the Project while such dispute is resolved.

3. Subrecipient must document its use of CSLFR funds as directed by County's subrecipient monitoring agent.

4. **CSLFR funds may not be used for any cost incurred prior to March 3, 2021.**

5. **CSLFR funds may be used for costs incurred through December 31, 2024.**

6. **All CSLFR funds not expended by Subrecipient by December 30, 2026 (except funds retained for compliance) must be returned to County on or before January 31, 2027.**

7. **Subrecipient must provide evidence of compliance with the "Beau Biden" Child Protection Act," 31 *Del. C.* § 309, for all employees of Subrecipient.**

8. Funds provided hereunder shall not be used for the following purposes: (1) deposit into a pension fund, other than as part of ongoing employee contributions for services provided in accordance with this Agreement; (2) damages covered by insurance; (3) services that are or will be reimbursed under another federal or state program; or (4) legal settlements.

9. If County advanced funds to Subrecipient from a source other than CSLFR funds to commence the Project prior to the execution of this Agreement, County may reimburse itself from CSLFR funds allocable to this Agreement. Such advances shall be treated by Subrecipient as the receipt of CSLFR funds for all purposes, including, but not limited to, Single Audit requirements.

III. NOTICES

Notices required by this Agreement shall be delivered in writing, via email and addressed as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the Unites States mail, registered or certified return receipt requested. The identification of the notice party below may be modified upon notice to the opposing party that complies with this provision.

<u>If to County</u>:

New Castle County Executive Office
Ben Morris-Levenson
87 Reads Way
New Castle, DE 19720
ben.morris-levenson@newcastlede.gov
(302) 395-5126

-with copy to-

New Castle County Office of Law
Attn: ARPA
87 Reads Way
New Castle, DE 19720

If to Subrecipient:

Delaware School Based Health Alliance, Inc.
Marihelen Barrett
Executive Director
40 East Main St. Suite 200
Newark, DE 19711
mabarret@udel.edu
(302) 299-9517

-with copy to-

Andrew H. Lippstone, Esq.
Lippstone Law LLC
824 N. Market St., Suite 1001A
Wilmington, DE 19801
andy@lippstonelaw.com
(302) 252-1481

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SLFRF Funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

1. This Agreement requires compliance with certain provisions of the Uniform Guidance. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient specifically acknowledges the following:

a. All expenses reimbursed under this Agreement must meet the definition of "reasonable costs" under 2 C.F.R. § 200.404 and be allocable to the provision of the Build-Out or Services as set forth in 2 C.F.R. § 200.405.

b. CSLFR fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507).

c. Subrecipient is subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.

d. CSLFR fund payments are subject to 2 C.F.R. § 200.303 regarding internal controls.

e. CSLFR fund payments are subject to 2 C.F.R. § 200.330 through § 200.332 regarding subrecipient monitoring and management.

f. CSLFR fund payments are subject to 2 C.F.R. Part 200 Subpart F regarding audit requirements.

g. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement.

2. Subrecipient acknowledges that its use of funds is subject to the Final Rule, which is subject to amendment, modification or replacement and that Subrecipient is responsible for remaining informed regarding the Final Rule.

3. Subrecipient shall comply with all applicable federal laws and regulations as set forth in the Treasury Terms and Conditions.

4. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Indemnification

1. Subrecipient shall indemnify, hold harmless and defend the County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for County. Subrecipient shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless County under this Agreement

2. If the Project requires the use of intellectual property protected by law, Subrecipient represents and warrants that it either owns such intellectual property or has a valid license to practice or use that intellectual property. Subrecipient shall indemnify, hold harmless and defend

County against any claims of infringement arising from Subrecipient's use of any third-party's intellectual property.

D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Request and Proposal are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by County to provide the funding under this Agreement. Subrecipient shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement and shall indemnify County against any workers' compensation claims asserted by employees, agents or subcontractors of Subrecipient. Subrecipient waives all right of subrogation against County for recovery of damages arising from or related to the injury of any Subrecipient employee, agent or representative in the provision of services contemplated by this Agreement.

F. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

H. Suspension or Termination

1. County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the Subrecipient to County reports that are incorrect or incomplete in any material respect.

2. Upon suspension or termination of this Agreement, Subrecipient will be liable for the return of all funds transferred to Subrecipient by the County pursuant to this Agreement, in addition to any costs incurred by County in recovering such funds.

I. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

J. Debarment/Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law, Venue, Enforcement.

1. This Agreement shall be interpreted under, and governed by, the laws of the State of Delaware, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in any state or federal court in New Castle County, Delaware having jurisdiction over such dispute and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that

such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

2. The prevailing party is entitled to recover the costs of enforcing the terms of this Agreement, including any attorneys' fees.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible costs. All grant funds shall be retained in an FDIC-insured deposit account within the State of Delaware.

B. Duplication of Benefits: Subrogation

1. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155).

2. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by County to County.

3. Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment A. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. § 200.337, County, or any duly authorized representative of County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

1. Subrecipient shall retain sufficient records, which may include, but are not limited

to financial records, supporting documents (including invoices, sales receipts, employee time records, contracts and purchase orders), statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

2. Subrecipient must maintain a financial file with copies of back-up documentation for all payments made by the Subrecipient using CSLFR funds during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by County.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. § 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should comply with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. § 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

1. County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CSLFR funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

2. County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements, if applicable. County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. § 200.339 Remedies for noncompliance of this part and in program regulations.

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. § 200.344 and the procedures provided by the County. Subrecipient's obligation to County will not terminate until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

1. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Inspector General of the United States Treasury or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies to the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. If Subrecipient expends $750,000 or more in total federal assistance (all programs) in a single year, Subrecipient must have a Single Audit that includes the compliance review of its use of SLFRF funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to County within ten (10) business days of receipt of the final audit.

3. Subrecipients who do not meet the Single Audit threshold are required to have a program-specific CSLFR funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to County. Issues arising out of noncompliance identified in a Single or Program-Specific CSLFR funds audit are to receive priority status of remediation or possible return of all funds to County.

J. Reporting Procedures

1. Subrecipient will be required to periodically report the status of the Project and Subrecipient's use of CSFLR funds and will be required to tender to the County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, and similar documents to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

2. Subrecipient will provide notice to the County upon exhaustion of all funds provided under this Agreement.

3. Subrecipient will provide County with a copy of: (i) any audit covering the time period prior to the receipt of the funds provided pursuant to this Agreement (unless previously provided to County), and (ii) any audit covering the time period in which the funds provided pursuant to this Agreement were received by Subrecipient, within seven business days of receipt of each of the foregoing audits.

VI. PERSONNEL & PARTICIPATION CONDITIONS

A. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

B. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of this Agreement shall control.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. CERTIFICATION

A. The Subrecipient certifies that it has all necessary authority and approval to execute this Agreement and request CSLFR funds from the County for eligible expenses. The Subrecipient further certifies the funds received for reimbursement from the CSLFR funds were or will be used only to cover those costs authorized by the Treasury Regulations and Guidance. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to the Treasury Regulations and Guidance shall be returned to County.

B. Subrecipient agrees that they will retain documentation of all uses of CSLFR funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 C.F.R. § 200.334.

XI. ENTIRE AGREEMENT

This Agreement and attachments hereto executed by Subrecipient constitute the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of CSLFR funds to Subrecipient. This Agreement is subject to the availability of CSLFR funds. County has no obligation to provide funds to Subrecipient from any source other than CSLFR funds under this Agreement.

XII. SIGNATURE AUTHORITY

A. The individual executing this Agreement on behalf of Subrecipient represents and warrants that they have the necessary authority to act on behalf of Subrecipient.

B. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

NEW CASTLE COUNTY

Date: ____________, 2023

____
Name: Matthew S. Meyer
Title: New Castle County Executive

DELAWARE SCHOOL BASED HEALTH ALLIANCE, INC.

Date: April 20, 2023

____
Name: Jon Cooper
Title: President

Exhibit 1
Project Description

This project ("Project") is for the establishment and operation of four (4) new School-Based Health Centers in New Castle County. The schools to be served in this Project include Richardson Park Elementary in Red Clay Consolidated School District; Brookside Elementary in Christina School District; Silver Lake Elementary in Appoquinimink School District; and McCullough Middle School in Colonial School District.

The primary purpose of the Project is to enhance positive health and education outcomes for children and adolescents. The new SBHCs will offer health promotion, the delivery of medical and mental health services, health education and information, coordination with community based primary care, and referral beyond the services provided by the SBHC staff. The School Districts partnering with this initiative seek to improve the health and educational success of their students, address health inequity, provide trauma-informed and developmentally appropriate care, and improve access to medical and behavioral health services. The County has selected this initiative for ARPA funding as one strategy to improve the wellbeing of its citizens and to address the acute and long-lasting impact of the Covid-19 epidemic on students and their families.

The mission of the SBHCs funded through this Project is to provide prevention-oriented multidisciplinary health care to students in their public-school setting. These services are coordinated with the medical, health education, student services, and behavioral health services currently provided by the school and with the student's community based primary care provider. Specific tasks of each Wellness Center include, among others: (i) establishing comprehensive school-based health services to meet the identified needs of the students in collaboration with existing programs provided by the school; (ii) building school-wide and community capacity and ownership for the SBHC; (iii) delivering age-appropriate, medically acceptable, affordable health and related services to students in public schools; and (iv) evaluating on a regular basis the services delivered through process and output measures.

This Project strives to foster a broad-based partnership between SBHCs, schools, and communities to promote healthy lifestyles; prevent diseases, disabilities, and premature deaths; and provide access to health care for vulnerable populations. Working together, school and wellness center partners conduct their responsibilities through assessment and monitoring of health needs, setting standards, and provision of cooperative efforts with other health care providers to assure a full continuum of affordable, accessible, acceptable, and culturally appropriate services.

The Project is funded by the County with American Rescue Plan ("ARPA") Coronavirus State and Local Fiscal Recovery ("SLFRF") federal funds allocated to the County (the "Initial Federal Funding"). The County has determined that CSLFR funds may be appropriated to pay for the costs of administering the Project. The Initial Federal Funding is available for two school years: 2023-24 and 2024–25. All Initial Federal Funding must be obligated by December 31, 2024. All Initial Federal Funding must be used in accordance with certain federal regulations, among other laws and regulations, and service providers may be subject to subrecipient monitoring.

The total funding awarded by the County for this initiative is $2,000,000 for the full project period. Approximately $50,000 will be provided to each School District for center space renovations within the school building. $60,000 will be allocated to the DSBHA for project management. The chosen Applicant(s) will receive at least $200,000 per year per SBHC.

Exhibit 2

RFP

ATTACHMENT A – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient's receipt of funds or the commitment of funds by New Castle County ("County"), Subrecipient hereby assigns to County all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the CSLFR funds transferred to the Subrecipient under the Subrecipient Agreement entered into by and between County and Delaware School Based Health Alliance, Inc. on April __, 2023. Any such funds received by the Subrecipient shall be referred to herein as "additional funds."

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Subrecipient agrees to immediately notify County of the source and receipt of additional funds related to the COVID-19 pandemic. County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to County. Subrecipient agrees to reimburse County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Subrecipient: Delaware School Based Health Alliance, Inc.

Signed: ______________________
Its Duly Authorized Agent

Printed Name: Jon Cooper Title: President
Date: April 20, 2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: May 9, 2023

RESOLUTION NO. 23-085

TO SET NEW CASTLE COUNTY'S FISCAL YEAR 2024 CONTRIBUTION RATE FOR THE COUNTY'S PENSION PLANS

WHEREAS, *New Castle County Code* Section 26.04.603 ("Actuarial valuations and appropriations") requires that the actuary appointed by the Employees' Retirement System Board of Trustees (hereinafter "Board") determine the normal cost of the Plan required to meet the actuarial cost of current service and the total unfunded accrued liability of the various County pension programs established by *New Castle County Code* Article 4 ("Pensions"); and

WHEREAS, the County's contribution to fund the various County pension programs for each fiscal year shall be a percentage of covered payroll approved by the Board and by resolution of County Council; such contributions shall be determined by sound and reasonable actuarial practices and based on the most recent actuarial valuation pursuant to Section 26.04.603; and

WHEREAS, specifically, the recommendation for the four primary County pension plans is 35.96% of covered payroll and $106,774 for the School crossing guards' pension plan, for a total contribution rate of 35.30%; and

WHEREAS, at its meeting on March 15, 2023, the Board voted to accept the actuary's recommendations; and

WHEREAS, in accordance with Title 11 *Delaware Code* Chapter 88 (Delaware County and Municipal Police/Firefighter Pension Plan) and *New Castle County Code* Section 26.04.501*,* the State of Delaware estimated that the County's Fiscal Year 2024 contribution for police officers in the Delaware County and Municipal Police/Firefighter Pension Plan to be 12.74% of payroll; the estimated County contribution for police officers in the Employees' retirement system is 4.32% of payroll.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby sets and authorizes the contribution for participants in the Alternate pension plan, the Employees' retirement system, the County employees' pension plan, and the County 2011 pension plan to be 35.96% of covered payroll; the School crossing guards' pension plan to be $106,774; the estimated contribution to the Delaware County and Municipal Police/Firefighter Pension Plan to be 12.74% of covered payroll; and the estimated contribution to the Employees' retirement system for Police Officers in the pension plan to be 4.32% of covered payroll for Fiscal Year 2024.

Adopted by County Council of
New Castle County on:

____
President of County Council
New Castle County

SYNOPSIS: This Resolution accepts the recommendation of the Employees' Retirement System Board of Trustees for the percentage of covered payroll funding of the County's primary pension plans for Fiscal Year 2024.

FISCAL NOTE: *New Castle County Code* Section 26.04.603 requires that, on the basis of reasonable actuarial assumptions and tables approved by the Board of Trustees, the actuary shall determine the normal cost of the plan required to meet the actuarial cost of current service and the total unfunded accrued liability of the various County pension programs.

This Resolution, if approved, would change the total County Pension Contribution Rate, for the four primary County pension plans and the School Crossing Guards' pension plan from 34.83% to 35.30%. The total cost to the County for all pension plan contributions, including the County's contribution to the Delaware County and Municipal Police/Firefighter Pension Plan is estimated to be $31,610,546.

The County's contributions to the following plans are as follows:
Delaware County and Municipal Police/Firefighter Pension Plan (State Pension Plan): $6,187,003
School Crossing Guards' Pension Plan (County Pension Plan):
106,774
Employee Retirement System, Alternate Pension Plan,
County Employees' Pension Plan, and County 2011 Pension Plan (County Pension Plan): 25,316,769

Total County Contribution to All Pension Plans: $31,610,546

The overall pension contribution rate of 35.30% for the four primary County pension plans and the School Crossing Guards' pension plan will remain constant for Fiscal Year 2024. However, the rates provided for the Police Pension Plan may vary since the State of Delaware adjusts them accordingly.

Introduced by: Ms. George
Date of introduction: May 9, 2023

RESOLUTION NO. 23-086

TO AMEND THE MAINTENANCE DECLARATION FOR THE CASCADES, LOCATED ALONG THE NORTH SIDE OF PULASKI HIGHWAY (US RTE 40), INCLUDING THOSE TAX PARCEL NUMBERS LISTED IN "EXHIBIT A" ATTACHED HERETO

WHEREAS, that certain approximately 77.64 acres located along the north side of Pulaski Highway (US Route. 40), being further identified by those New Castle County Tax Parcel Numbers listed in Exhibit A attached hereto (the "Property"), is the subject of a Record Major Subdivision Plan, recorded in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware (the "Recorder's Office") on August 27, 2020 as Instrument No. 20200827-0072811, which subdivided the Property into 113 residential lots ("Cascades"); and

WHEREAS, that certain Maintenance Declaration for The Cascades, dated August 29, 2018 and recorded September 6, 2018 in the Recorder's Office as Instrument No. 20180906-0045599 (the "Maintenance Declaration"), was established to provide for the maintenance of private open spaces and other common facilities for The Cascades; and

WHEREAS, the Property is the subject of a subdivision plan for The Cascades, Application No. 2022-0407-A, prepared by Becker Morgan Group, dated May 9, 2022, as may be amended from time to time, to be recorded in the Recorder's Office, which still proposes 113 age-restricted residential lots (the "Subdivision"); and

WHEREAS, U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion of U.S. Home Corporation, a Delaware corporation) D/B/A LENNAR (the "Applicant") proposes to amend the Maintenance Declaration in connection with the Subdivision and to clarify that ownership, assessments and maintenance of the clubhouse lot will be controlled by that certain Service Declaration for The Cascades, to be recorded in the Recorder's Office, and not by the Declaration; and

WHEREAS, pursuant to New Castle County Code Section 40.31.130.I, where an amendment of a declaration is established solely to provide for the maintenance of private open spaces and other common facilities for subdivisions, it shall be exempt from the public hearing process and the County Council of New Castle County may adopt this Resolution approving the amendment to the Maintenance Declaration upon receipt of a favorable recommendation from the Department of Land Use and the Office of Law; and

WHEREAS, the Department of Land Use and the Office of Law reviewed the proposed Amendment to the Maintenance Declaration for The Cascades, attached hereto as Exhibit B, and recommend in favor of the proposed change.

NOW, THEREFORE, BE IT RESOLVED by the County Council of New Castle County that the County Council of New Castle County hereby approves the Amendment to the Maintenance Declaration for Cascades, attached hereto as Exhibit B, pursuant to New Castle County Code Section 40.31.130.I, which provides that an amendment of a declaration established solely to provide for the maintenance of private open spaces and other common facilities for subdivisions is exempt from the public hearing process and that the President of County Council of New Castle County is hereby authorized to execute the said Amendment to the Maintenance Declaration for The Cascades upon receipt of a favorable recommendation from the Department of Land Use and the Office of Law, which approval has been provided, evidencing Council's approval of the same.

Adopted by County Council of
New Castle County on: 5/9/2023

____

President Pro Tempore of County Council
of New Castle County

SYNOPSIS: Same as title.
FISCAL IMPACT: This resolution will have no immediately discernible fiscal impact.

Exhibit A

Tax Parcel List

LOT NUMBER	TAX PARCEL NUMBER
1	11-025.20-198
2	11-025.20-199
3	11-025.20-200
4	11-025.20-201
5	11-025.20-202
6	11-025.20-203
7	11-025.20-204
8	11-025.20-205
9	11-025.20-206
10	11-025.20-207
11	11-025.20-208
12	11-025.20-209
13	11-025.20-210
14	11-025.20-211
15	11-025.20-212
16	11-025.20-213
17	11-025.20-214
18	11-025.20-215
19	11-025.20-216
20	11-025.20-217
21	11-025.20-218
22	11-025.20-219
23	11-025.20-220
24	11-020.40-035
25	11-020.40-036
26	11-020.40-037
27	11-020.40-038
28	11-020.40-039
29	11-020.40-040
30	11-020.40-041
31	11-020.40-042
32	11-020.40-043
33	11-020.40-044
34	11-020.40-045
35	11-020.40-046
36	11-020.40-047
37	11-020.40-048
38	11-020.40-049
39	11-020.40-050
40	11-020.40-051
41	11-020.40-052
42	11-020.40-053
43	11-020.40-054
44	11-020.40-055
45	11-020.40-056
46	11-020.40-057

47	11-020.40-058
48	11-020.40-059
49	11-020.40-060
50	11-020.40-061
51	11-020.40-062
52	11-020.40-063
53	11-020.40-064
54	11-020.40-065
55	11-020.40-066
56	11-020.40-067
57	11-020.40-068
58	11-020.40-069
59	11-020.40-070
60	11-020.40-071
61	11-020.40-072
62	11-020.40-073
63	11-020.40-074
64	11-020.40-075
65	11-020.40-076
66	11-020.40-077
67	11-020.40-078
68	11-020.40-079
69	11-020.40-080
70	11-020.40-081
71	11-020.40-082
72	11-020.40-083
73	11-020.40-084
74	11-020.40-085
75	11-020.40-086
76	11-020.40-087
77	11-020.40-088
78	11-020.40-089
79	11-020.40-090
80	11-020.40-091
81	11-020.40-092
82	11-020.40-093
83	11-020.40-094
84	11-020.40-095
85	11-020.40-096
86	11-020.40-097
87	11-020.40-098
88	11-025.20-221
89	11-025.20-222
90	11-025.20-223
91	11-025.20-224
92	11-025.20-225
93	11-025.20-226
94	11-020.40-099
95	11-020.40-100
96	11-020.40-101
97	11-020.40-102

98	11-020.40-103
99	11-020.40-104
100	11-020.40-105
101	11-020.40-106
102	11-020.40-107
103	11-025.20-227
104	11-025.20-228
105	11-025.20-229
106	11-025.20-230
107	11-025.20-231
108	11-025.20-232
109	11-020.40-108
110	11-020.40-109
111	11-020.40-110
112	11-020.40-111
113	11-020.40-112
STREET RIGHT OF WAY	11-025.00-006
PRIOPSP	11-025.20-234
PRIOPSP	11-025.20-235
PRIOPSP	11-020.40-115
PRIOPSP	11-020.40-114
PRIOPSP	11-020.40-113

Exhibit B

[INSERT AMENDMENT TO MAINTENANCE DECLARATION OF THE CASCADES]

Tax Parcel Nos.: See Attached Exhibit A

Prepared by and Return to:
Lauren R. Otto, Esquire
Tarabicos, Grosso & Hoffman, LLP
One Corporate Commons
100 W. Commons Boulevard
Suite 415
New Castle, Delaware 19720

FIRST AMENDMENT TO MAINTENANCE DECLARATION

THIS FIRST AMENDMENT TO MAINTENANCE DECLARATION FOR THE CASCADES (this "Amendment") is hereby made this 20th day of March, 2023 ("Effective Date"), by **U.S. HOME, LLC,** a Delaware limited liability company (as successor-in-interest by conversion of **U.S. HOME CORPORATION,** a Delaware corporation) **D/B/A LENNAR** ("Declarant"), and as Power of Attorney for **WANDA VIZCARRONDO, MATHEW ZOLLARS, EVELYN NADINE ZOLLARS, ERIC HICKS, DIANE HICKS, BERNITA L. JOHNSON, KELLIE ANN SMITH, WANDA D. WILSON, BARBARA JEAN SCOTT-WORTHAM, HERMAN WILSON JR., ROBERT R. ROBINSON, 275 SUGAR MAPLE LLC, CANDACE MASON, THOMAS MASON, ROBERT J. YAGUSESKY, MICHAEL VERNON BENNETT, PAULA ANTONETTA BENNETT, MATTHEW J. CARTER, MASAKO T. CARTER, WEI CHOU HAN, LI-CHUN HAN, FLORANN BURNETT, MICHAEL DAVIS, JR., CONSTANCE DAVIS, VAN ART MOORE, DIANE LYNN MOORE, CEDRIC STROTHER, JACQUELINE STROTHER, MARK FRANCELLO, SHELLEY FRANCELLO, MARILYN R. KARAM, NANDAKUMAR SREEDHARA MENON, SUSAN LAWRIE MENON, RICHARD CATES, KATHLEEN CATES, CHAD ALLEN, COLLEEN ALLEN, DONNA ALLEN, LINYU XU, TYRONE NEAL, AND MARYANNE E. NEAL** (collectively, the "Homeowners"); see Exhibit B for additional information regarding the Homeowners' Power of Attorney.

WHEREAS, Declarant is the owner of certain tracts, parcels and pieces of land located in New Castle County, Delaware (the "Property"), which has been approved for development pursuant to that certain Record Major Subdivision Plan for The Cascades, prepared by Becker Morgan Group, dated October 5, 2017, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware (the "Recorder's Office") as Instrument Number 20200827-0072811, to be amended by the to-be recorded plan (hereinafter referred to as the "Original Plan");

WHEREAS, the Original Plan is intended to be superseded by that certain Resubdivision Record Plan for the Cascades, Application No. 2022-0407-A, prepared by Becker Morgan Group, dated May 9, 2022, to be recorded in the Recorder's Office (the "Plan");

WHEREAS, the Property is subject to that certain Maintenance Declaration for The Cascades, dated August 29, 2018, and recorded in the Recorder's Office on September 6, 2018, as Instrument Number 20180906-0045599 (the "Original Declaration"), as may be amended from time-to-time, which imposes, *inter alia*, certain covenants relating to the maintenance of the Common Facilities, including, without limitation, the clubhouse (the "Clubhouse"), as seen on the Original Plan;

WHEREAS, pursuant to Section 6 of the Original Declaration, the Original Declaration may be amended with the consent of 66% of the Lot Owners and of the New Castle County Council;

WHEREAS, as of the date of execution of this Amendment, Declarant owns 89 of the 113 (or approximately 79%) Lots in The Cascades and therefore, it may amend the Original Declaration with consent of the New Castle County Council;

WHEREAS, notwithstanding its right to amend the Original Declaration without additional Lot Owner consent, Declarant has obtained executed and recorded powers of attorney from the other 24 Lot Owners authorizing Declarant to amend the Original Declaration on their behalf to the extent necessary; and

WHEREAS, Declarant now desires to remove the Clubhouse from the Common Facilities and make clear that the ownership, assessment and maintenance of the Clubhouse shall be controlled by the terms and conditions of that certain Service Declaration for The Cascades, intended to be recorded on or about the same time as this Amendment (the "Service Declaration"), all as more fully set forth herein below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Declarant agrees that the Original Declaration shall be amended as follows:

1. Section 5(f) of the Original Declaration is hereby amended and restated as follows:

"“Common Facilities" shall mean and refer to all private open space designated on the **Plan** and also any common areas or common amenities that may be depicted on the **Plan** including, but not limited to, the storm water management facilities including recharge systems, if any, fire hydrants, sidewalks, active or passive open space or recreation facilities, landscaping within open areas, common parking areas, rights-of-way (other than DelDOT's), easements located within the private open space, monuments and markers, and all improvements now and hereafter located thereon. **Notwithstanding the foregoing, Common Facilities shall not include the clubhouse and associated parking areas, including the lot on which the clubhouse sits, the pool, retaining wall, and other related improvements located thereon, the ownership, assessment and maintenance of which shall be controlled exclusively by the terms and conditions of the Service Declaration for The Cascades, intended to be recorded on or about the same time as this Amendment.**"

2. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

3. Except as set forth in this Amendment, the Original Declaration is hereby ratified and confirmed and remains in full force and effect. To the extent that any terms or provisions of the Original Declaration are inconsistent with the terms or provisions set forth in this Amendment, such terms and provisions shall be deemed superseded by this Amendment to the extent of such inconsistency.

4. This Amendment is governed by the laws of the State of Delaware, exclusive of the conflict of laws provisions thereof.

5. Any capitalized terms not otherwise defined in this Amendment shall have the meanings and definitions as those contained in the Original Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Amendment under its hand and seal the day and year first above written.

Witness: ______________________

U.S. HOME, LLC D/B/A LENNAR, a Delaware limited liability company (with respect to Lots owned by U.S. HOME, LLC D/B/A LENNAR)

By: ______________________(SEAL)
Name: Michael Tench Tilghman
Title: Vice President

Witness: ______________________

U.S. HOME, LLC D/B/A LENNAR, a Delaware limited liability company (with respect to Lots owned by Homeowners)

By: ______________________(SEAL)
Name: Michael Tench Tilghman
Title: Vice President
As Attorney-in-Fact, pursuant to Irrevocable Power of Attorney Coupled with an Interest

STATE OF ~~DELAWARE~~ Pennyslvania)
) SS:
COUNTY OF ~~NEW CASTLE~~ Chester)

BE IT REMEMBERED, that on this 20th day of March, 2023, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael Tench Tilghman, Vice President of **U.S. HOME, LLC D/B/A LENNAR**, a Delaware limited liability company, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of said company.

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

____
Notary Public
Name: Jennifer M. Pedley
My Commission Expires: 3/5/2027

Commonwealth of Pennsylvania - Notary Seal
Jennifer M. Pedley, Notary Public
Chester County
My Commission Expires March 5, 2027
Commission Number 1288726

Tax Parcel No.:
11-025.00-006

20180906-0045599
Pages: 8 F: $0.00
09/06/18 12:27:39 PM
T20180031673
Michael E. Kozikowski
New Castle Recorder MISC

Prepared by and Return to:
John E. Tracey, Esquire
Young, Conaway, Stargatt & Taylor, LLP
Rodney Square North
1000 N. King Street
Wilmington, Delaware 19801

MAINTENANCE DECLARATION
FOR
THE CASCADES

THIS DECLARATION, made this 29 day of August, 2018, by **ROUTE 40 ENTERPRISES, LLC,** a Delaware limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of those certain parcels of land situate in Pencader Hundred, New Castle County, State of Delaware, containing approximately 77.64 acres, more or less, as shown on the Record Major Subdivision Plan for The Cascades, New Castle County Department of Land Use Application No. 2016-0558-S, prepared by Becker Morgan Group, dated October 5, 2017, as may be amended from time-to-time, (hereinafter referred to as the "Plan") and intended to be recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, which land is designated for, among other things, the construction of a residential community of 115 age-restricted detached and attached dwelling units with appurtenant private open spaces and Common Facilities as shown on the Plan, and any recorded amendments thereto (the "Subdivision"). The Subdivision is more particularly bounded and described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its successors, assigns, and the future owners of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declarant does covenant and declare that it shall hold and stand seized of all those certain parcels of land situate in Pencader Hundred, New Castle County and State of Delaware, as it appears on the Plan under and subject to the following covenants and agreements which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots appearing on the Plan, and for the benefit of New Castle County.

1. In order that the private open spaces, stormwater management and Common Facilities, as set forth on the Plan, shall be maintained according to the provisions of New Castle County, State of Delaware and Federal law, there shall be organized as provided in

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Paragraph 2 hereof, a maintenance corporation, hereinafter referred to as the "Corporation," whose members shall be the record owners of Lots shown on the Plan.

(a) The purchaser of any Lot, by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid Corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said Corporation.

(b) Each Owner of any Lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Corporation, when necessary, annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided, that all assessments must be fixed at a uniform rate for all lots. However, such obligation to pay any annual assessment or charge to the Corporation shall not commence until such time that the Board of Directors of the Corporation is comprised of homeowners of The Cascades. The Owner of any Lot agrees, at the time of settlement for the purchase of said Lot, to sign a confession of judgment obligating him or her to pay to the Corporation his or her share of the costs associated with the maintenance of the Common Facilities within the Subdivision. The assessments levied by the Corporation shall be used exclusively for the purpose of maintaining said open space and Common Facilities and any other allowable purpose as stated in the Bylaws of the Corporation.

(c) An annual assessment, if necessary, shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or Common Facilities or abandonment of his or her lot.

(e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the Owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the Corporation, including prior unpaid assessments.

(f) By his or her acceptance of title, each Owner shall be held to vest in the Corporation the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be, in the opinion of the Corporation, necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(h) Declarant hereby grants to New Castle County (the "County"), its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said open space and Common Facilities at the expense of the Owners of said Lots. In the event that New Castle County elects to maintain the Common Facilities as set forth above, all expenses of maintenance shall be assessed pro rata against the Owners of each Lot, and shall be collectible by New Castle County, as provided in the New Castle County Code, Chapter 40, Article 27, or in the manner set forth above in relation to collection by the Corporation. The provisions of paragraph 1(g) above notwithstanding, any lien for such expenses or maintenance asserted by the County and filed with the Recorder of Deeds in accordance with the New Castle County Code shall be a lien from the time of recording and shall have priority in relation to other liens, either general or special, including mortgages and other liens according to the time of recording of such liens in the proper office, as in the said Section provided.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the issuance of a certificate of occupancy for any Lot as shown on the Plan, a nonprofit corporation to be known as a "maintenance corporation" for the benefit of all Owners, which maintenance corporation shall be charged with the duty of

maintaining said open space and Common Facilities in the condition required by the New Castle County Code.

3. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

4. Declarant, for itself, its successors and assigns, grants to the Lot Owners the reasonable use of all the Common Facilities as shown on the Plan in common with others entitled thereto forever. Each Lot Owner, by acceptance of a deed, grants to all other Lot Owners, their guests, invitees and licensees the free and uninterrupted use of all the Common Facilities and grants to the Corporation the right to come upon any Lot Owner's Lot for purposes of maintaining the Common Facilities.

5. The following definitions are applicable hereto:

   (a) "Corporation" shall mean and refer to the "maintenance corporation", its successors and assigns, and to the proper-named corporate entity to be formed as provided hereunder.

   (b) "Lot" shall mean and refer to each of the residential lots as shown on the Record Major Subdivision Plan of The Cascades and any recorded amendments thereto.

   (c) "Member" shall mean and refer to every person or entity that holds membership in the Corporation.

   (d) "Owner" shall mean and refer to the record owner of a fee simple title to any of the Lots as shown on the Plan of The Cascades and any recorded amendments thereto.

   (e) "Declarant" shall mean and refer to Route 40 Enterprises, LLC, a Delaware limited liability company, its respective successors and assigns.

   (f) "Common Facilities" shall mean and refer to all private open space designated on the record plan and also any common areas or common amenities that may be depicted on the record plan including, but not limited to, the stormwater management facilities, including recharge systems, if any, fire hydrants, sidewalks, active or passive open space or recreation facilities, the clubhouse and associated parking areas, landscaping within open areas, common parking areas, rights-of-way (other than DelDOT's), easements located within the private open space, monuments and markers, and all improvements now and hereafter located thereon.

6. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of 66% of the Lot Owners and of the New Castle County Council. Provided, however, that this Maintenance Declaration may be amended

with the consent of New Castle County Council and without the consent of the Lot Owners where said amendment would expand this Declaration to encompass additional lots depicted on a contiguous Record Minor/Major Land Development Plan, or an enlarged or re-subdivided Record Major Subdivision Plan of The Cascades and where said amendment(s) would be necessary so that the newly expanded Maintenance Declaration would fully comply with the then current New Castle County Code.

IN WITNESS WHEREOF, the said **ROUTE 40 ENTERPRISES, LLC**, a Delaware limited liability company, has caused its name to be hereunto set as of the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF

WITNESS | **ROUTE 40 ENTERPRISES, LLC**

Amy E P Retzlaff

By: Robert Allen (SEAL)
Robert Allen, Authorized Signer

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 23 day of August, 2018, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Robert Allen, Authorized Signer of Route 40 Enterprises, LLC, a Delaware limited liability company, a party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed, and the authorized act and deed of said entity.

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

AMY E. P. RETZLAFF
MY COMMISSION EXPIRES Feb. 1, 2022
NOTARY PUBLIC
STATE OF DELAWARE

Notary Public
Print Name: Amy E P Retzlaff
My Commission Expires:

01:23514694.1

EXHIBIT A

THE CASCADES SUBDIVISION
OWNER: **Route 40 Enterprises, LLC**
TAX MAP NO.: **1102500006**

<u>Overall Boundary - 77.50 ACRES ±</u>

All that certain lot, piece or parcel of land, situated in Pencader Hundred, New Castle County, State of Delaware, lying on the northerly side of Pulaski Highway (U.S. Rt. 40) and westerly side of Pleasant Valley Road, being bounded on the south in part by lands now or formerly of Glasgow Ventures, LLC and Pulaski Highway, on the west by Barrington Subdivision (M.F. 12961), on the north by lands of unknown ownership and on the east in part by lands now or formerly of Julio Vazquez, lands of Delta M. Moses, lands of Beatrice Stevens, lands of Thomas C. Loftis, Jr., lands of Brad & Dianne Smith, lands of Larry W. & Pamela L. Williams, lands of AAC Contracting LLC, lands of Federal Home Loan Mortgage Corporation and Pleasant Valley Road and being the overall boundary as shown on a plan entitled "The Cascades – Major Subdivision Record Plan" as prepared by Becker Morgan Group, Inc., dated October 5, 2018 and to be recorded in the New Castle County Recorder of Deeds Office, being more particularly described as follows to wit:

Beginning at a set concrete monument at a corner for the northerly right of way line of Pulaski Highway and this parcel and in line with lands of Glasgow Ventures, LLC, said point being a short distance west of the intersection of Pulaski Highway and Pleasant Valley Road; thence leaving said point of beginning and running with the northerly right of Pulaski Highway the following three courses and distances 1) along the arc of a circle curving to the left with a radius of 3863.22 feet and an arc length of 537.06 feet, chord bearing and distance of said arc being North 82°29'40" West 536.63 feet to set concrete monument; thence 2) North 86°28'38" West 471.71 feet to a set concrete monument; thence 3) along the arc of a circle curving to the right with a radius of 8550.92 feet and an arc length of 701.68 feet, chord bearing and distance of said arc being North 84°07'35" West 701.48 feet to a set concrete monument at a corner for this parcel and in line with Barrington Subdivision (M.F. 12961); thence with said Barrington Subdivision 4) North 06°22'02" West, passing over a found concrete monument at a distance of 2089.66 feet and continuing a total distance of 2095.67 feet to a point at a corner for this parcel and lands of unknown ownership; thence with said lands of unknow ownership the following two courses and distances 5) North 84°24'57" East 358.56 feet to a point; thence 6) North 85°04'22" East 789.44 feet to the east bank of canal and at a corner for this parcel and in line with lands Julio Vazquez; thence with said east bank of canal and lands of Vazquez the following six courses and distances 7) South 14°43'19" East 128.61 feet to a point; thence 8) South 14°57'11" East 100.24 feet to a point; thence 9) South 23°23'23" East 67.65 feet to a point; thence 10) South 02°19'05" East 55.07 feet to a point; thence 11) South 25°36'34" East 45.50 feet to a point; thence 12) South 16°48'01" East 62.45 feet to a point; thence continuing with east bank of canal and in part with said lands of Vazquez and lands of Delta M. Moses 13) South 09°56'24" East 101.90 feet to a point; thence continuing with east bank of canal and in part with said lands of Moses and lands of Beatrice Stevens 14) South 15°23'17" East 162.78 feet to a point; thence continuing with east bank of canal and in part with said lands of Stevens and lands of Thomas C. Loftis, Jr. 15) South 09°58'00" East 62.39 feet to a point; thence continuing with east bank of canal and said lands of Loftis, Jr. the following five courses and distances 16) South 29°53'36" East 50.76 feet to a point; thence 17) South 43°15'56" East 98.63 feet to a point; thence 18) South 34°42'41" East 65.87 feet to a point; thence 19) South 50°30'16" East 92.02 feet to a point; thence 20) South 42°34'12" East 101.49 feet to a point; thence continuing with east bank of canal and in part with said lands of Loftis, Jr. and lands of Brad & Dianne Smith 21) South 42°35'47" East 125.53 feet to a point; thence continuing with east bank of canal and in part with said lands of Smith and lands of Larry W. & Pamela L. Williams 22) South 38°00'33" East 63.83 feet to a point; thence continuing with east bank of canal and said lands Williams the following two courses and distances 23) South 50°50'22" East 41.95 feet to a point; thence 24) South 38°23'02" East 75.02 feet to a point; thence continuing with east bank of canal and in part with said lands of Williams and lands of AAC Contracting LLC 25) South 34°07'06" East 74.66 feet to a point; thence continuing with east bank of canal with said lands of AAC Contracting 26) South 19°34'04" East 52.62 feet to a point; thence continuing with east bank of canal and in part with said lands of AAC Contracting and lands of Federal Home Loan Mortgage Corporation 27) South 27°27'00" East 44.56 feet to a point; thence continuing with east bank of canal and said lands of Federal Home Loan the following nine courses and distances 28) South 15°10'27" East 121.55 feet to a point; thence 29) South 25°10'05" East 30.75 feet to a point; thence 30) South 19°40'31" West 30.55 feet to a point; thence 31) South 19°20'23" East 28.75 feet to a point; thence 32) South 06°33'54" East 38.87 feet to a point; thence 33) South 55°08'17" East 13.29 feet to a point; thence 34) South 34°40'57" East 75.41 feet to a point; thence 35) South 05°06'26" East 37.32 feet to a point; thence 36) South 00°28'58" West 50.47 feet to a point at a corner for this parcel and the easterly right of way for Pleasant Valley Road; thence with said right of way for Pleasant Valley Road the following three courses and distances 37) South 05°25'05" East 150.49 feet to a point; thence 38) South 24°10'05" East 77.78 feet to a point; thence 39) South 05°25'04" East 132.39 feet to a point at a corner for this parcel and lands of Glasgow Ventures LLC; thence with said lands of Glasgow Ventures the following four courses and distances 40) North 77°07'48" West 119.63 feet to a found iron rod with cap; thence 41) South 06°33'43" East 37.84 feet to a found iron rod with cap; thence 42) North 78°09'23" West 31.62 feet to a found iron rod with cap; thence 43) South 06°33'43" East 163.37 feet to the point and place of beginning, containing 77.50 acres of land be the same, more or less.

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Matthew S. Meyer
County Executive

Richard E. Hall, AICP
General Manager

Department of Land Use

April 20, 2023

In reply, refer to:
2023-0155-MD
Maintenance Declaration Amendment for Cascades Subdivision

Nellie Hill, Clerk of Council
County Council of New Castle County
800 French Street, City/County Building
Wilmington, DE 19801

James W. Bell, New Castle County Councilman
800 French Street, City/County Building
Wilmington, DE 19801

Dear Ms. Hill and Councilman Bell:

Pursuant to Section 40.31.130.I (Deed Restriction Change Exceptions) of the New Castle County Code, both the Department of Land Use and Office of Law are required to review proposed amendments to maintenance declarations of private open space, common facilities, cross access easements for the development. D/B/A LENNAR has been working with Peter A. Yingst, Esq., to amend the Maintenance Declaration for The Cascades, dated August 29, 2018.

The Department received a request from Peter A. Yingst on behalf of D/B/A LENNAR to amend the maintenance declaration to no longer include the clubhouse lot as part of the "Common Facilities" (as defined in the Maintenance Declaration) and to clarify that ownership, assessments and maintenance of the clubhouse lot will be controlled by that certain Service Declaration for The Cascades consistent with the subdivision plan (Application 2022-0407-S).

Both the Office of Law and the Department of Land Use have reviewed the proposed amendment to the maintenance declaration for The Cascades Subdivision and recommend that County Council adopt a resolution approving such amendment. The applicant should contact New Castle County Council to prepare and schedule the appropriate resolution for approval.

Sincerely,

Matthew Rogers
Planner III

Enclosure

CC: Adam Singer, Esq.
Richard Hall, General Manager
Antoni Sekowski, Assistant General Manager
Janet Vinc, Planning Manager
Peter Yingst, Esq.

Introduced by: Mr. Bell
Date of introduction: May 9, 2023

RESOLUTION NO. 23-087

TO AMEND THE MAINTENANCE DECLARATION FOR PENNFIELD, LOCATED ALONG THE SOUTH SIDE OF PORT PENN ROAD, INCLUDING THOSE TAX PARCEL NUMBERS LISTED IN "EXHIBIT A" ATTACHED HERETO

WHEREAS, that certain approximately 111.43 acres located along the south side of Port Penn Road, being further identified by those New Castle County Tax Parcel Numbers listed in Exhibit A attached hereto (the "Property"), was previously the subject of a Major Subdivision Plan, recorded January 24, 2018 as Instrument No. 20180124-00397, which subdivided the Property into 137 residential lots, which plan was amended by a Minor Land Development Plan, recorded March 17, 2020 as Instrument No. 20200317-0022095 ("Pennfield"); and

WHEREAS, a certain Maintenance Declaration, dated November 28, 2017 and recorded December 11, 2017 in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware, as Instrument No. 20171211-0064382 (the "Declaration"), was established to provide for the maintenance of private open spaces and other common facilities for Pennfield; and

WHEREAS, the Property is the subject of a Resubdivision Plan, which still proposes 137 age-restricted residential lots (the "Resubdivision"); and

WHEREAS, McKee Builders, LLC (the "Applicant") proposes to amend the Declaration in connection with the Resubdivision and to further ensure that the Declaration is compliant with Delaware law; and

WHEREAS, pursuant to New Castle County Code Section 40.31.130.I, where an amendment of a declaration is established solely to provide for the maintenance of private open spaces and other common facilities for subdivisions, it shall be exempt from the public hearing process and the County Council of New Castle County may adopt this Resolution approving the amendment to the Declaration upon receipt of a favorable recommendation from the Department of Land Use and the Office of Law; and

WHEREAS, the Department of Land Use and the Office of Law reviewed the proposed Amendment to the Maintenance Declaration for Pennfield, attached hereto as Exhibit B, and recommend in favor of the proposed change.

NOW, THEREFORE, BE IT RESOLVED by the County Council of New Castle County that the County Council of New Castle County hereby approves the Amendment to the Maintenance Declaration for Pennfield, attached hereto as Exhibit B, pursuant to New Castle County Code Section 40.31.130.I, which provides that an amendment of a declaration established solely to provide for the maintenance of private open spaces and other common facilities for subdivisions is exempt from the public hearing process and that the President of County Council of New Castle County is hereby authorized to execute the said Amendment upon receipt of a favorable recommendation from the Department of Land Use and the Office of Law, which approval has been provided, evidencing Council's approval of the same.

Adopted by County Council of
New Castle County on: 5/9/2023

____

President Pro Tempore of County Council
of New Castle County

SYNOPSIS: Same as title.
FISCAL IMPACT: This resolution will have no immediately discernible fiscal impact.

Exhibit A

TAX PARCEL NO. 13-008.20-069

TAX PARCEL NO. 13-008.20-070

TAX PARCEL NO. 13-008.20-071

TAX PARCEL NO. 13-008.20-072

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TAX PARCEL NO. 13-009.30-217

TAX PARCEL NO. 13-009.30-218

Exhibit B

Tax Parcel Nos.: See "Exhibit A"

Prepared by and Return to:
Peter A. Yingst, Esquire
Tarabicos, Grosso & Hoffman, LLP
One Corporate Commons
100 W. Commons Boulevard
Suite 415
New Castle, Delaware 19720

AMENDED AND RESTATED MAINTENANCE DECLARATION FOR PENNFIELD

THIS AMENDED AND RESTATED MAINTENANCE DECLARATION (this "**Amendment**"), made this ____ day of __________, ____, by **RICHLAND PARTNERSHIP**, a Delaware general partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of those certain parcels of land situate in St. Georges Hundred, New Castle County, and State of Delaware, together consisting of approximately 111.43 acres of land, more or less, as shown on the Record Resubdivision Plan for Pennfield to be recorded in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware, prepared by Morris & Ritchie Associates, Inc., dated June 17, 2021, last revised _______ __, ____, as the same may further be revised or amended (the "Plan"), which land is designated for the construction of one hundred thirty-seven (137) residential dwelling Lots (as defined below) and associated private open space and appurtenant Common Facilities (as defined below) as shown on the Plan, and any recorded amendments thereto (the "Subdivision" or "Pennfield"), which Subdivision is an open-space planned community under the provisions of DUCIOA (as defined below) and is more particularly bounded and described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pennfield will be constructed on a Phase-by-Phase basis (said "Phases" being shown on an Open Space Management Plan for Pennfield and defined below) in accordance with New Castle County Code, Chapter 40, Article 27 and DUCIOA (if DUCIOA is not in conflict with New Castle County Code) and, as such, legal transfer of the private open space and appurtenant Common Facilities will likewise be transferred on a Phase-by-Phase basis; and

WHEREAS, the Declarant desires to amend and restate that certain Maintenance Declaration for Pennfield, recorded on December 11, 2017 in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware as Instrument No. 20171211-0064382 (the "Original Maintenance Declaration"), in its entirety, in order to provide for the orderly and proper maintenance of the common facilities located in Pennfield, by the creation of the Corporation (as defined below) hereunder; and

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its successors, and assigns, who is the Owner (as defined below) of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant does covenant and declare that it shall hold and stand seized of all that parcel of land situate in St. Georges Hundred, New Castle County and State of Delaware, as it appears on the Plan, under and subject to the following covenants and agreements, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, which covenants and agreements shall amend and restate the Original Maintenance Declaration in its entirety, such that the Original Maintenance Declaration shall be of no further force and effect, for the benefit of all Owners of Lots appearing on said Plan, and for the benefit of New Castle County.

1. In order that the Common Facilities, as hereinafter defined and as set forth on said Plan, shall be maintained according to the provisions of New Castle County, State and federal law, there shall be organized as provided in Paragraph 2 hereof, a maintenance corporation, hereinafter referred to as the "Corporation," whose Members (as defined below) shall be the record Owners of Lots shown on said Plan.

(a) The purchaser of any Lot of land by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a Member of the aforesaid Corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said Corporation. Every Owner of a Lot upon becoming legal title owner of such Lot shall be a Member of the Corporation provided, however, that any such person or group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Upon any Owner ceasing to hold legal title to a Lot, such Owner shall no longer be a Member of the Corporation with respect to such Lot and the successor Owner of such Lot shall become a member of the Corporation as provided above.

(b) Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

(c) Each Owner of any Lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Corporation, when necessary, annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided that all assessments must be fixed at a uniform rate for all Lots. However, such obligation to pay any annual assessment or charge to said Corporation shall not commence until the expiration of the Declarant Control Period (as defined below); should the Declarant so desire, this Declarant Control Period may apply on a Phase-by-Phase basis and the obligation to pay any annual assessment or charge to said Corporation shall not commence until the expiration of the Declarant Control Period for the Phase in which the Owner's Lot is located. The Owner of any Lot agrees, at the time of settlement for the purchase of said Lot, to sign a confession of judgment obligating him or her to pay to the Corporation his or her share of the costs associated with the maintenance of the Common Facilities within the Subdivision. The assessments levied by the Corporation shall be used exclusively for the purpose of maintaining the Common Facilities and any other allowable purpose as stated in the Bylaws of said Corporation.

(d) As required by § 81-303 of DUCIOA, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the total number of Lots that may be created in Pennfield to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the Board (as defined below) shall be elected by Owners other than the Declarant and, unless such timing coincides with an annual meeting, the president of the Corporation shall call a special meeting for such election. By way of example, after twenty-five percent (25%) of the total number of Lots that may be created in Pennfield have been conveyed to Owners, the Board shall be expanded by the Declarant to four (4) members, at least one (1) of whom shall be elected by Owners, in order to comply with DUCIOA. Also as required by § 81-303 of DUCIOA, not later than sixty (60) days after conveyance of fifty percent (50%) of the total

Lots that may be created in Pennfield to Owners other than the Declarant, not less than thirty-three and one-third percent (33-1/3%) of the Board shall be elected by Owners other than the Declarant and, unless such timing coincides with an annual meeting, the president shall call a special meeting for such election. By way of example, after fifty percent (50%) of the total number of Lots that may be created in Pennfield have been conveyed to Owners, the Board shall be expanded by the Declarant to five (5) members, at least two (2) of whom shall be elected by Owners, in order to comply with DUCIOA. Upon the termination of the Declarant Control Period, as it relates to the entire Subdivision, the Owners shall elect the Board and the Board, by majority vote and provided the Declarant did not already expand the Board as described above, may expand the Board to no more than eight (8) members. Following the termination of the Declarant Control Period, elections of the Board shall occur annually at the annual meeting of the Members.

(e) An annual assessment, if necessary, shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(f) Preparation of the annual budget, in which there shall be established the annual assessment of each Owner, must be approved in accordance with § 81-324 of DUCIOA. The Board shall prepare the proposed annual budget of the Corporation at least sixty (60) days before the beginning of each fiscal year and set a date for a meeting of the Corporation. After the termination of the Declarant Control Period, as it relates to the entire Subdivision, the Board shall cause a summary of the proposed budget, and the amount of the assessments to be levied against each Lot for the following year, along with notice of the meeting of the Corporation to consider ratification of the budget not less than fourteen (14) or more than sixty (60) days after providing such summary, to be delivered to each Owner within thirty (30) days after adoption of the proposed budget. Unless at such meeting a majority of all Owners reject the proposed budget, such proposal budget is ratified as the budget for such fiscal year, whether or not a quorum is present at such meeting of the Corporation. Notwithstanding the foregoing, however, in the event that the membership disapproves the budget or the Board fails for any reason to determine the budget for any fiscal year of the Corporation, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

(g) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 5.25 percent per annum, or the maximum rate legal rate, whichever is higher, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or Common Facilities or abandonment of his or her Lot.

(h) By his or her acceptance of title, each Owner shall be held to vest in the Corporation the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be, in the opinion of the Corporation, necessary or advisable for the collection of such assessments.

(i) It is expressly agreed that the assessments referred to above shall be a continuing lien pursuant to DUCIOA § 81-316 on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the Owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the Corporation, including prior unpaid assessments.

(j) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(k) Declarant hereby grants to New Castle County, its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said open space and Common Facilities at the expense of the Owners of said Lots. In the event that New Castle County elects to maintain the Common Facilities as set forth above, all expenses of maintenance shall be assessed pro rata against the Owners of each Lot, and shall be collectible by New Castle County as provided in New Castle County Code, Chapter 40, Article 27, or in the manner set forth above in relation to collection by the Corporation, or as otherwise provided by applicable law. Any lien for such expenses or maintenance asserted by the County shall have priority in relation to other liens, either general or special, including mortgages and other liens to the fullest extent permitted by law.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the recordation of the Plan, a nonprofit corporation to be known as a "maintenance corporation" for the benefit of all Owners, which maintenance corporation shall be charged with the duty of maintaining the Common Facilities in the condition required by the New Castle County Code.

3. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

4. Declarant, for itself, its successors and assigns, grants to the Owners the free and uninterrupted use of all the Common Facilities as shown on the Plan in common with others entitled thereto forever. Each Owner, by acceptance of a deed, grants to all other Owners, their guests, invitees and licensees the free and uninterrupted use of all the Common Facilities and grants to the Corporation the right to come upon any Owner's Lot for purposes of maintaining the Common Facilities.

5. The following definitions are applicable hereto:

(a) "**Corporation**" shall mean and refer to the Pennfield Maintenance Corporation, its successors and assigns, and to the proper-named corporate entity to be formed as provided hereunder.

(b) "**Board**" shall mean and refer to a board of directors of natural individuals of the number stated herein and in the Bylaws, who shall manage and administer the business, operation and affairs of the Corporation on behalf of the Owners.

(c) "**Lot**" shall mean and refer to each of the lots as shown on the Plan.

(d) "**Member**" shall mean and refer to every person or entity who holds membership in the Corporation.

(e) "**Owner**" shall mean and refer to the record owner of a fee simple title to any of the Lots as shown on the said Plan.

(f) "**Declarant**" shall mean and refer to the undersigned parties hereto, and their respective successors and assigns.

(g) "**Declarant Control Period**" shall mean and refer to a period beginning on the date of this Amendment and ending on the earliest of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created within the Subdivision (or within a particular Phase) to Owners other than the Declarant, (b) two (2) years after Declarant has ceased to offer Lots for residential purposes for sale in the ordinary course of business, or (c) the day the Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Corporation. If the Declarant shall so desire, this definition of Declarant Control Period shall be applied on a Phase-by-Phase basis.

(h) "**DUCIOA**" shall mean and refer to the Delaware Uniform Common Interest Ownership Act, 25 Del. C. § 81-101 et seq., as amended from time to time.

(i) "**Common Facilities**" shall mean and refer to all private open space designated on the Plan and also any common areas or common amenities that may be depicted on the Plan, including, but not limited to, active open spaces, streets (unless accepted for dedication by DelDOT), curbs, sidewalks, storm water management facilities including recharge systems, parks, recreational facilities, fire hydrants, landscaping, parking areas, rights-of-way, easements, monuments and markers, and all improvements now and hereafter located thereon.

(j) "**Phase**" shall mean and refer to each of the phases as shown on an Open Space Management Plan.

6. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of at least sixty-seven percent (67) of the Owners and of the New Castle County Council. Provided, however, that this Amendment may be further amended with the consent of New Castle County Council and without the consent of the Owners where said

amendment would expand this Amendment to encompass additional lots depicted on a contiguous lands as shown on a Record Minor/Major Land Development Plan, or an enlarged or re-subdivided plan for Pennfield, and where said amendment(s) would be necessary so that the new expanded Maintenance Declaration would fully comply with the then current New Castle County Code.

7. Unless sooner terminated by a recorded instrument signed by the Declarant, Declarant reserves the following rights for the period from the date of this Amendment through the date that is thirty (30) years thereafter (individually and collectively, the "Special Declarant Rights"): (a) the right to complete or make improvements indicated on the Plan or on any other approved site plan or plats for the Subdivision; (b) the right to maintain sales offices, parking areas, management offices, storage sheds/trailers, and models on the Common Facilities, as may be located and/or relocated by Declarant from time-to-time in Declarant's sole discretion; (c) the right to maintain signs on the Common Facilities to advertise the sales of homes; (d) the right to conduct sales business and construction activities on the Common Facilities; and (e) the right to use and permit others to use, easements through the Common Facilities as may be reasonably necessary for the purpose of discharging the Declarant's obligations under DUCIOA and this Amendment.

8. The Declarant shall have the right to assign all or any part of its rights and duties under this Amendment and the Bylaws and any other instrument entered into by it in connection with the governance of the Subdivision (the "Governing Documents") to any other party or parties who intend(s) to carry out the development of all or any part of the Subdivision. In the case of the assignment of all of Declarant's rights and duties, the Declarant shall, to the extent permitted by § 81-304 of DUCIOA, be relieved of all further liabilities and obligations under the Governing Documents (except for any rights and duties which Declarant may have as an Owner in respect of any Lot which it may continue to own, which shall be unaffected thereby) as of the effective date of any assignment, and the party to whom the assignment shall have been made shall thereafter become and be treated as the "Declarant" for all purposes of the Governing Documents.

9. Not later than the first conveyance of a unit to a person other than Declarant, the Board shall obtain or cause to be obtained "broad-form" comprehensive public liability and property damage insurance that meets the requirements of DUCIOA § 81-313(h), covering liability for loss or damage to persons or property in those amounts, against those risks and from those insurance companies which the Board shall from time to time determine, but in no event less than

Two Million Dollars ($2,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. This insurance shall include protection against liability for damage to the property of others, and any other risks which are customarily covered in similar policies for associations similar to the Corporation, including, without limitation, liabilities arising out of or in connection with the Corporation's maintenance responsibility hereunder. The Board shall also obtain fidelity insurance for the Board and all other persons with access to Corporation funds.

10. Declarant declares and reserves for itself, its successors and assigns, and the Corporation, in perpetuity, the easements and licenses appurtenant to or included in the Subdivision, or to which any portion of the Subdivision may become subject to, the recording data for which is shown on the Plan.

11. The Original Maintenance Declaration is hereby amended and restated and shall be of no further force and effect.

IN WITNESS WHEREOF, each of the parties named below, by its duly authorized signatory, has executed under seal and acknowledged this instrument, as of the day and year first above written.

DECLARANT:
RICHLAND PARTNERSHIP

By: ___________________________(SEAL)
Name: Jaymes Lester
Title: General Partner

STATE OF DELAWARE :

: SS.

COUNTY OF NEW CASTLE :

On this, the _____ day of _____________, ____, before me, a Notary Public, the undersigned officer, personally appeared Jaymes Letser, who acknowledged himself to be General Partner of Richland Partnership, a Delaware general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

Tax Parcel No.:
13-009.00-057

Prepared by and Return to:
Richard A. Forsten, Esquire
Saul Ewing Arnstein & Lehr, LLP
1201 N. Market Street
Suite 2300
P. O. Box 1266
Wilmington, Delaware 19899-2366

MAINTENANCE DECLARATION FOR PENNFIELD

THIS DECLARATION, made this 28th day of November, 2017, by **RICHLAND PARTNERSHIP,** a Delaware general partnership, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of that certain parcel of land situate in Appoquinimink Hundred, New Castle County, State of Delaware, containing approximately 110.10 acres, more or less, as shown on the Record Major Subdivision Plan for Pennfield, prepared by Apex Engineering, Inc. and dated August 11, 2017, as may be amended from time-to-time, (hereinafter referred to as the "Plan") and intended to be recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, which land is designated for the construction of a residential community of 137 dwelling units with appurtenant private open spaces and Common Facilities as shown on the Plan, and any recorded amendments thereto (the "Subdivision"); and

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its successors, assigns, and the future owners of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declarant does covenant and declare that it shall hold and stand seized of all those certain parcels of land situate in Appoquinimink Hundred, New Castle County and State of Delaware, as it appears on the Plan under and subject to the following covenants and agreements which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots appearing on the Plan, and for the benefit of New Castle County.

1. In order that the private open spaces, stormwater management and Common Facilities, as set forth on the Plan, shall be maintained according to the provisions of New Castle County, State of Delaware and Federal law, there shall be organized as provided in Paragraph 2 hereof, a maintenance corporation, hereinafter referred to as the "Corporation," whose members shall be the record owners of Lots shown on the Plan.

(a) The purchaser of any Lot, by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid Corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said Corporation.

(b) Each Owner of any Lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Corporation, when necessary, annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided, that all assessments must be fixed at a uniform rate for all lots. However, such obligation to pay any annual assessment or charge to the Corporation shall not commence until such time that the Board of Directors of the Corporation is comprised of homeowners of Pennfield. The Owner of any Lot agrees, at the time of settlement for the purchase of said Lot, to sign a confession of judgment obligating him or her to pay to the Corporation his or her share of the costs associated with the maintenance of the Common Facilities within the Subdivision. The assessments levied by the Corporation shall be used exclusively for the purpose of maintaining said open space and Common Facilities and any other allowable purpose as stated in the Bylaws of the Corporation.

(c) An annual assessment, if necessary, shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the Members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at twelve percent (12%) rate per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or Common Facilities or abandonment of his or her lot.

(e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the Owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the Corporation, including prior unpaid assessments.

(f) By his or her acceptance of title, each Owner shall be held to vest in the Corporation the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be, in the opinion of the Corporation, necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(h) Declarant hereby grants to New Castle County (the "County"), its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said open space and Common Facilities at the expense of the Owners of said Lots. In the event that New Castle County elects to maintain the Common Facilities as set forth above, all expenses of maintenance shall be assessed pro rata against the Owners of each Lot, and shall be collectible by New Castle County, as provided in the New Castle County Code, Chapter 40, Article 27, or in the manner set forth above in relation to collection by the Corporation. The provisions of paragraph 1(g) above notwithstanding, any lien for such expenses or maintenance asserted by the County and filed with the Recorder of Deeds in accordance with the New Castle County Code shall be a lien from the time of recording and shall have priority in relation to other liens, either general or special, including mortgages and other liens according to the time of recording of such liens in the proper office, as in the said Section provided.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the issuance of a certificate of occupancy for any Lot as shown on the Plan, a nonprofit corporation to be known as a "maintenance corporation" for the benefit of all Owners, which maintenance corporation shall be charged with the duty of maintaining said open space and Common Facilities in the condition required by the New Castle County Code.

3. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

4. Declarant, for itself, its successors and assigns, grants to the Lot Owners the uninterrupted use of all the Common Facilities as shown on the Plan in common with others entitled thereto forever. Each Lot Owner, by acceptance of a deed, grants to all other Lot Owners, their guests, invitees and licensees the free and uninterrupted use of all the Common Facilities and grants to the Corporation the right to come upon any Lot Owner's Lot for purposes of maintaining the Common Facilities.

5. The following definitions are applicable hereto:

   (a) "Corporation" shall mean and refer to the "maintenance corporation", its successors and assigns, and to the proper-named corporate entity to be formed as provided hereunder.

   (b) "Lot" shall mean and refer to each of the lots as shown on the Record Major Subdivision Plan of Pennfield and any recorded amendments thereto.

   (c) "Member" shall mean and refer to every person or entity that holds membership in the Corporation.

   (d) "Owner" shall mean and refer to the record owner of a fee simple title to any of the lots as shown on the Plan of Pennfield and any recorded amendments thereto.

   (e) "Declarant" shall mean and refer to Richland Partnership, a Delaware general partnership, its successors and assigns.

   (f) "Common Facilities" shall mean and refer to all private open space designated on the record plan and also any common areas or common amenities that may be depicted on the record plan including, but not limited to, the stormwater management facilities, including recharge systems, if any, fire hydrants, sidewalks, active or passive open space or recreation facilities, landscaping within open areas, common parking areas, rights-of-way (other than DelDOT's), easements located within the private open space, monuments and markers, and all improvements now and hereafter located thereon.

6. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of 66% of the Lot Owners and of the New Castle County Council. Provided, however, that this Maintenance Declaration may be amended with the consent of New Castle County Council and without the consent of the Lot Owners where said amendment would expand this Declaration to encompass additional lots depicted on a contiguous Record Minor/Major Land Development Plan, or an enlarged or re-subdivided Record Major Subdivision of Pennfield and where said amendment(s) would be necessary so that the newly expanded Maintenance Declaration would fully comply with the then current New Castle County Code.

IN WITNESS WHEREOF, the said Richland Partnership, a Delaware general partnership, has caused its name to be hereunto set as of the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

RICHLAND PARTNERSHIP

BY: Jaymes B Lester
Print Name: Jaymes B Lester
Title: G.M.P.

ATTEST: ________________
Print Name: Stephen C. Woodin
Title: P.E. [Seal]

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 28 day of November, 2017, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Jaymes Lester, General Partner of Richland Partnership, a Delaware general partnership, a party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his/her act and deed and the act and deed of such entity.

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

Notary Public
Print Name: Cynthia Diane DePace
My Commission Expires: 5/22/21

CYNTHIA DIANE DEPACE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires May 22, 2021

Matthew S. Meyer
County Executive

Richard E. Hall, AICP
General Manager

Department of Land Use

April 20, 2023

In reply, refer to:
2023-0155-MD
Maintenance Declaration Amendment for Pennfield Subdivision

Nellie Hill, Clerk of Council
County Council of New Castle County
800 French Street, City/County Building
Wilmington, DE 19801

James W. Bell, New Castle County Councilman
800 French Street, City/County Building
Wilmington, DE 19801

Dear Ms. Hill and Councilman Bell:

Pursuant to Section 40.31.130.I (Deed Restriction Change Exceptions) of the New Castle County Code, both the Department of Land Use and Office of Law are required to review proposed amendments to maintenance declarations of private open space, common facilities, cross access easements for the development. Richland Partnership has been working with Peter A. Yingst, Esq. to amend the Maintenance Declaration for the Pennfield Development, dated June 17, 2021.

The Department received a request from Peter Yingst on behalf of Richland Partnership to amend the maintenance declaration to make the declaration consistent with the Pennfield Development Resubdivision Plan (Application 2021-0395-S) and Delaware State Law.

Both the Office of Law and the Department of Land Use have reviewed the proposed amendment to the maintenance declaration for the Pennfield Development and recommend that County Council adopt a resolution approving such amendment. The applicant should contact New Castle County Council to prepare and schedule the appropriate resolution for approval.

Sincerely,

Matthew Rogers
Planner III

Enclosure

CC: Adam Singer, Esq.
Richard Hall, General Manager
Antoni Sekowski, Assistant General Manager
Janet Vinc, Planning Manager
Peter Yingst, Esq.

87 Reads Way, New Castle, DE 19720 www.nccdelu.org Phone: 302-395-5400 Fax: 302-395-5587

Introduced by: Mr. Cartier, Ms. Kilpatrick,
Mr. Sheldon
Date of introduction: May 9, 2023

RESOLUTION NO. 23-088

EXTENDING THE TIME FOR THE TASK FORCE TO REVIEW AND CONSIDER ISSUES RELATING TO FUNDING FOR BUILDINGS AND STRUCTURES IN COMMON INTEREST COMMUNITIES, INCLUDING CONDOMINIUMS, IN NEW CASTLE COUNTY

WHEREAS, recent building collapses and related catastrophic losses in the United States, such as that which occurred in Champlain Towers South in Surfside, Florida, remind us of the importance of being vigilant and ensuring the structural and façade integrity of buildings and structures in the County, especially those which are older; and

WHEREAS, structural and façade issues, at times, go unaddressed - in some cases where issues may be known, as appears to be the case in Champlain Towers - due to insufficient funding to cover assessments necessary to pay for remedial work; and

WHEREAS, County Council believes it is appropriate and in the best interests of the County and its residents to continue the work of the task force to consider and to examine possibilities relating to funding for common interest community, including condominium, buildings and structures.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby extends the task force through July, 2023 to study and make findings and recommendations relating to funding of common interest community buildings and structures, including condominiums, in New Castle County; and

BE IT FURTHER RESOLVED that the task force shall address other issues relating to funding that are not otherwise identified above, but in the determination of the task force are relevant and important to its purpose; and

BE IT FURTHER RESOLVED that the Co-Chairs of the task force are responsible for guiding the administration of the task force, which includes establishing at least monthly meetings through July 2023; and

BE IT FURTHER RESOLVED that the Co-Chairs of the task force are to compile a final report containing a summary of the task force's work regarding the issues assigned to it under this Resolution, including findings and recommendations, and submit the final report to New Castle County Council, the County Executive, and the members of the task force by no later than September 1, 2023.

Adopted by County Council
of New Castle County

____
President of County Council
of New Castle County

SYNOPSIS: Same as title.
FISCAL NOTE: No discernable fiscal note.

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: May 9, 2023

RESOLUTION NO. 23-089

CONSENTING TO THE APPOINTMENT OF TONYA ADKINS FOR THE POSITION OF ARPA COMMUNITY LIAISON FOR NEW CASTLE COUNTY

WHEREAS, in March 2021, the federal American Rescue Plan Act ("ARPA") established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program to provide state, local and Tribal governments with the resources needed to respond to the COVID-19 pandemic and its economic effects, prevent cuts to government services, and to build a strong and equitable recovery; and

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220 in Coronavirus State and Local Fiscal Recovery funds under the American Rescue Plan Act of 2021, Pub. Law. No. 117-2 from the United States Department of the Treasury ("Department of the Treasury"); and

WHEREAS, Ordinance 21-129 and Ordinance 22-097 (the "Ordinances") appropriated the full amount of these funds from the Department of the Treasury to the American Rescue Plan Act Grant for New Castle County to respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, pursuant to Ordinance 22-012, the County Executive is authorized to appoint individuals for up to ten (10) limited-term Executive Assistant positions, through December 31, 2024, upon the advice and consent of New Castle County Council; and

WHEREAS, an ARPA Community Liaison is appropriate and necessary to the effective administration and implementation of New Castle County's American Rescue Plan Act Grant, including the programs authorized in Ordinances 21-129 and 22-097; and

WHEREAS, the ARPA Community Liaison will carry out multiple activities to ensure successful implementation of the ARPA funding, including: communicating with non-profit organizations who have applied for funding; supporting them in applying for Unique Entity Identifiers where necessary; scheduling follow-up meetings in person or virtually where necessary to gather additional information and documentation, working with the ARPA team, Guidehouse and Communications team to compile and share information on community impacts, and collaborating with ARPA team members to develop and manage specific programs planned; and

WHEREAS, the ARPA Community Liaison Role is an Executive Assistant IV position, at pay grade 34; and

WHEREAS, the County Executive has presented for Council's advice and consent the proposed appointment of Tonya Adkins as the ARPA Community Liaison for New Castle County; and

WHEREAS, Tonya Adkins is a resident of New Castle County and most recently worked as a Human Resources Professional in the New Castle County Department of Human Resources, including facilitating training programs and developing relevant metrics, implementing technology solutions to increase employee communication and engagement, and developing policies to address HR needs during and coming out of the pandemic, among other duties. In addition, Ms. Adkins has served as a Human Resources Manager for Calvert Mechanical Systems, where she managed a call center, established an Employee Record System, and developed educational programs, among other duties. Ms. Adkins holds a Bachelor of Science degree and is currently pursuing a Master of Business Administration degree, both from Wilmington University; and

WHEREAS, New Castle County Council has considered the qualifications of Tonya Adkins in accordance with the requirements set forth in Ordinance 22-012 for the position of ARPA Community Liaison.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby consents to the appointment of Tonya Adkins as the ARPA Community Liaison for New Castle County.

Adopted by the County Council of
New Castle County on:

____
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There will be no discernable fiscal impact upon the adoption of this legislation.

Introduced by: Ms. Hartley-Nagle
Date of introduction: April 25, 2023

ORDINANCE NO. 23-047

TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607, TO ADOPT THE CLASS SPECIFICATION FOR THE POSITION TITLE OF PAYROLL ASSISTANT II AND UPDATE THE CLASS SPECIFICATION FOR PAYROLL SUPERVISOR

WHEREAS, the Department of Administration has determined that it is necessary to make organizational changes to operate most effectively; and

WHEREAS, the Department submitted a new class specification for a Payroll Assistant II that will perform a variety of para-professional and technical tasks associated with all aspects of payroll activities for County employees; and

WHEREAS, the Human Resources Advisory Board at its meeting on February 2, 2023, recommended that the class specification for the new position title of Payroll Assistant II (Pay Grade 26) be added to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607; and

WHEREAS, the Chief Human Resources Officer concurs with the recommendation of the Human Resources Advisory Board; and

WHEREAS, the Department recommends that the class specification for Payroll Supervisor be updated to include a more focused description of responsibilities of duties; and

WHEREAS, the Department of Administration also recommends that the job title for Payroll Assistant be changed to Payroll Assistant I to create a career ladder for Payroll Assistants in the Payroll division.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Class Specification for Payroll Assistant II is adopted as set forth in Exhibit "A."

Section 2. The Class Specifications for Payroll Supervisor is amended as set forth in Exhibit "B."

Section 3. The Class Specification for Payroll Assistant I is adopted as set forth in Exhibit "C."

Section 3. The Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, effective July 1, 2022 is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "D."

Section 4. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, adds the position title of Payroll Assistant II (Pay Grade 26) to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the class specification of Payroll Assistant II, as recommended by the Human Resources Advisory Board. This Ordinance also amends the class specifications for Payroll Supervisor and Payroll Assistant I.

FISCAL IMPACT: There will be no discernible fiscal impact upon the adoption of this Ordinance.

EXHIBIT A

NEW CASTLE COUNTY GOVERNMENT	**Number** XXXX
	Page 1 of 2
CLASS SPECIFICATION	**Date**
Title: PAYROLL ASSISTANT II	**Approved:**

GENERAL STATEMENT OF DUTIES: Performs para-professional and technical work related to the County's centralized payroll operation; performs vital functions related to the Payroll and Human Resources Information System; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs a variety of para-professional and technical tasks associated with all aspects of payroll activities for County employees. Under general supervision, this employee performs accounting functions in the preparation, processing, maintenance, verification, and reconciliation of payroll records for County personnel in the Payroll and Human Resources Information System. Work involves the exercise of judgement in the application of prescribed policies, procedures, laws, and regulations. This is a confidential position dealing with sensitive payroll-related matters. This employee is supervised by the Payroll Supervisor.

EXAMPLES OF WORK: (Illustrative only)

- Collects, analyzes, updates, and reconciles information to the payroll system on a weekly, monthly, quarterly, and annual basis;
- Supervises and instructs the daily activities of the Payroll Assistant I;
- Provides technical assistance and advice to payroll timekeepers and fiscal personnel in other departments;
- Updates and maintains various payroll tables within the Payroll and Human Resources Information System;
- Backup processor for Federal, State and Local tax payments in the absence of the Payroll Supervisor;
- Processes payroll calculations and confirmations for weekly and biweekly payrolls, and for the monthly pension payroll;
- Examines and processes various payroll deductions and adjustments for accuracy, appropriateness, and documentation;
- Oversees department-level payroll changes and updates;
- Sets up and maintains garnishments in the Payroll and Human Resources Information System;
- Reviews, audits, reconciles, and balances wages, taxes, and deductions for the County payroll;
- Serves as liaison to management, employees, and human resources relating to payroll records, leave and attendance, and similar matters;
- Assists in maintaining security for all employees, former employees and pensioners in the Payroll and Human Resources Information System;
- Assists employees with the employee self-service module in the Payroll and Human Resources Information System;
- Prepares and processes manual checks;
- Responds to requests for salary and payroll information;
- Collects, reviews, verifies, and calculates data and prepares related reports;

NEW CASTLE COUNTY GOVERNMENT	**Number** XXXX
	Page 2 of 2
CLASS SPECIFICATION	**Date**
Title: PAYROLL ASSISTANT II	**Approved:**

- Maintains payroll records and other related files in the Payroll and Human Resources Information System;
- Performs varied research and participates in special projects;
- Serves as a subject matter expert as it relates to the Payroll and Human Resources Information System with the testing of payroll system changes, upgrades and enhancements;
- Conducts user acceptance testing and participates in configuration and set-up within the Payroll and Human Resources Information System;
- Research problems and makes recommendations to resolve such matters;
- Works closely with the Office of Information Technology to resolve issues that arise during the payroll process;
- Answers inquiries and prepares correspondence in accordance with established procedures;
- Assists in developing new procedures and maintaining current standard operating procedures and policies to strengthen internal controls;
- Carries out federal regulations relating to taxes, garnishments, attendance and leave, and other payroll functions and ensures compliance with such regulations;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a personal computer and other related equipment in the course of the work.

<u>REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES</u>: Knowledge of the principles and practices of payroll administration, payroll and tax regulations and of office management practices and procedures; demonstrated skill and proficiency in the use of the Payroll Software System payroll and human resources information system and spreadsheet programs; ability to understand and follow complex oral and written directions; ability to research, analyze and retrieve data to prepare and maintain payroll records, summaries and reports; ability to make decisions in accordance with laws, ordinances, regulations, and established policies; ability to prepare clear, concise reports; ability to communicate courteously and effectively, both verbally and in writing; ability to maintain confidentiality in all aspects of the work; ability to establish and maintain courteous and effective working relationships with management, employees, vendors and outside agencies.

<u>MINIMUM QUALIFICATIONS</u> At least five (5) years of experience in clerical accounting functions to include at least three (3) years in the payroll field using a Payroll and Human Resources Information System and possession of a high school diploma or GED; or an equivalent combination of education, experience or training directly related to the required knowledge, skills, and abilities.

<u>ADDITIONAL REQUIREMENTS</u>: Must pass a Class III County physical examination and background check.

<u>HISTORY OF REVISIONS</u>:
Established:

EXHIBIT B

NEW CASTLE COUNTY GOVERNMENT	Number 0214
	Page 1 of 2
CLASS SPECIFICATION	Date ~~08/04/17~~DRAFT
Title: PAYROLL SUPERVISOR	**Approved:**

GENERAL STATEMENT OF DUTIES: Performs professional supervisory work related to the County's centralized payroll operation; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs a variety of professional and supervisory tasks associated with all aspects of payroll activities for County employees. This employee supervises accounting functions in the preparation, processing, maintenance, verification and reconciliation of payroll records for County personnel. Work involves the exercise of judgement in the application of prescribed policies, procedures, laws and regulations. This is a confidential position dealing with sensitive payroll-related matters. This employee is supervised by an Accounting and Fiscal Manager or other designated supervisor.

EXAMPLES OF WORK: (Illustrative only)

- Supervises the daily activities of the payroll unit with adherence to personnel and administrative policies, collective bargaining agreements, County Code, Federal and State laws and other financial regulations;
- Conducts research, prepares reports and makes recommendations regarding fiscal activities as they relate to the centralized payroll and human resource information system;
- Supervises, trains, and instructs employees;
- Monitors and evaluates personnel performance, prepares performance evaluations and conducts performance appraisal discussions;
- Recommends training for subordinates;
- Reviews and approves employee leave requests;
- Recommends appropriate progressive discipline as necessary;
- Provides technical assistance and advice to payroll timekeepers and fiscal personnel in other departments;
- Responsible for enrolling and maintaining time reporter records and security access;
- Monitors all phases of payroll calculations each week;
- Reviews gross-to-net transactions, reconciliations and analysis;
- Reviews all final payroll registers and participates in the verification of the general ledger interface;
- Develops monthly statistical reports and schedules used to maintain the integrity of the data stored in the Payroll and Human Resources Information System~~PeopleSoft~~ for management use;
- Updates and maintains various payroll tables within the Payroll and Human Resources Information System~~PeopleSoft~~;
- Assists Information Systems with Payroll and Human Resources Information System ~~PeopleSoft~~ updates, upgrades and enhancements by performing parallel tests and analyzing results;
- Formulates and updates written procedures and guidelines for the payroll staff used as training tools and to strengthen internal controls for the department and County-wide;
- Reconciles the payroll clearing account and liability accounts on a monthly basis;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that

external and internal customers are provided with the highest quality of service;

NEW CASTLE COUNTY GOVERNMENT	**Number** 0214
	Page 2 of 2
CLASS SPECIFICATION	**Date** 08/04/17
Title: PAYROLL SUPERVISOR	**Approved:**

- Operates a personal computer and other related equipment in the course of the work.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Thorough knowledge of the principles and practices of payroll operations and tax regulations; thorough knowledge of accounting principles and practices; a strong understanding of an automated payroll system; a strong working knowledge of financial databases, information systems and electronic payment systems; ability to supervise the work of others; good knowledge of government organization, procedures and system analysis; good knowledge of office management practices and procedures; ability to understand and follow complex oral and written directions; ability to conduct research, draw conclusions and make recommendations to management; ability to make decisions in accordance with laws, ordinances, regulations, and established policies; ability to prepare clear, concise reports; ability to communicate courteously and effectively, both verbally and in writing; ability to maintain confidentiality in all aspects of the work; ability to establish and maintain courteous and effective working relationships with management, employees, vendors and outside agencies.

MINIMUM QUALIFICATIONS: At least three (3) years of experience in payroll operations; and possession of a Bachelor's Degree from an accredited college or university with major course work in business, accounting or finance; or an equivalent combination of education, experience and training directly related to the required knowledge, skills, and abilities.

PREFERRED QUALIFICATIONS: Three (3) years of experience working with the Payroll and Human Resources Information System. ~~PeopleSoft payroll system~~.

ADDITIONAL REQUIREMENTS: Ability to pass a Class ~~I~~II County physical examination and background check.

HISTORY OF REVISIONS:
Established: 11/02/12
Revised: 08/04/17

EXHIBIT C

# NEW CASTLE COUNTY GOVERNMENT	**Number** 0215
	Page 1 of 2
CLASS SPECIFICATION	**Date** ~~06/09/16~~DRAFT
Title: PAYROLL ASSISTANT I	**Approved:**

GENERAL STATEMENT OF DUTIES: Performs para-professional and technical work related to the County's centralized payroll operation; performs vital functions related to the Payroll and Human Resources Information System~~PeopleSoft payroll and human resources information system~~; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs a variety of para-professional and technical tasks associated with all aspects of payroll activities for County employees. Under general supervision, this employee performs accounting functions in the preparation, processing, maintenance, verification and reconciliation of payroll records for County personnel in the Payroll and Human Resources Information System~~PeopleSoft payroll and human resources information system.~~ Work involves the exercise of judgement in the application of prescribed policies, procedures, laws and regulations. This is a confidential position dealing with sensitive payroll-related matters. This employee is supervised by the Payroll Assistant II. ~~a Payroll Supervisor or other designated supervisor.~~

EXAMPLES OF WORK: (Illustrative only)

- Collects, analyzes, updates and reconciles information to the payroll system on a weekly, bi-weekly, and monthly basis ~~monthly, quarterly and annual basis~~;
- Processes payroll calculations and confirmations for weekly and biweekly payrolls~~, and for the monthly pension payroll~~;
- Examines and processes various payroll deductions and adjustments for accuracy, appropriateness and documentation;
- ~~Oversees department-level payroll changes and updates~~;
- Sets up and maintains garnishments in the Payroll system~~PeopleSoft automated garnishment module~~;
- ~~Reviews, audits, reconciles and balances wages, taxes and deductions for the County payroll;~~
- ~~Serves as liaison to management,~~ Responds to calls from ~~e~~employees, ~~and human resources~~ relating to payroll records, leave and attendance, and similar matters;
- ~~Assists in maintaining PeopleSoft~~ Serves as liaison with IS as it relates to~~security for all employees, former employees and pensioners~~ security access within the Payroll system;
- Assists employees with the employee self-service module in ~~PeopleSoft~~ the Payroll system;
- ~~Prepares and processes manual checks~~;
- ~~Responds to requests for salary and payroll information~~;
- Collects, reviews, verifies, and calculates data and prepares related reports;
- Maintains payroll records and other related files ~~on a computerized payroll/human resources system for data integrity and accuracy;~~
- ~~Performs varied research and participates in special projects;~~
- ~~Assists with the testing of payroll system changes, upgrades and enhancements;~~
- ~~Researches problems and makes recommendations to resolve such matters;~~
- ~~Works closely with the Office of Information Technology to resolve issues that arise during the payroll process;~~

- ~~Answers inquiries and prepares correspondence in accordance with established procedures;~~
- ~~Assists in developing new procedures and maintaining current standard operating procedures and policies to strengthen internal controls;~~

NEW CASTLE COUNTY GOVERNMENT	**Number** 0215
	Page 2 of 2
CLASS SPECIFICATION	**Date** ~~06/09/16~~DRAFT
Title: PAYROLL ASSISTANT I	**Approved:**

- Notifies Payroll Assistant II of any items or problems requiring research;
- Complies with ~~Carries out~~ federal regulations relating to taxes, garnishments, attendance and leave, and other payroll functions ~~and ensures compliance with such regulations~~;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a personal computer and other related equipment in the course of the work.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Some knowledge of the principles and practices of payroll administration; some knowledge of payroll and tax regulations; some knowledge of office management practices and procedures; demonstrated skill and proficiency in the use of the ~~PeopleSoft~~ payroll and human resources information system and spreadsheet programs; ability to understand and follow complex oral and written directions; ability to research, analyze and retrieve data to prepare and maintain payroll records, summaries and reports; ability to make decisions in accordance with laws, ordinances, regulations, and established policies; ability to prepare clear, concise reports; ability to communicate courteously and effectively, both verbally and in writing; ability to maintain confidentiality in all aspects of the work; ability to establish and maintain courteous and effective working relationships with management, employees, vendors and outside agencies.

MINIMUM QUALIFICATIONS: At least three (3) years of experience in clerical accounting functions to include at least one (1) year in the payroll field using ~~PeopleSoft software~~ Payroll and Human Resources Information System and possession of a high school diploma or GED; or an equivalent combination of education, experience or training directly related to the required knowledge, skills, and abilities.

ADDITIONAL REQUIREMENTS: Must pass a Class III County physical examination and background check.

HISTORY OF REVISIONS:
Established: 11/24/09

EXHIBIT C

Revised: 06/09/16
Revised: DRAFT

EXHIBIT D
PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES
REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
CLERK	12	27,354	28,721	30,157	31,664	33,245	34,908	36,654	38,486	40,411	42,432
SURVEYOR ASSISTANT	12										
ADMINISTRATIVE SERVICES TECHNICIAN	14	30,157	31,664	33,245	34,908	36,654	38,486	40,411	42,432	44,553	46,780
AUTOMOTIVE PARTS CLERK	14										
CLERK TYPIST	14										
COMPUTER OPERATOR I	14										
JUNIOR ADMINISTRATIVE AIDE	14										
KEY OPERATOR	14										
MICROFILM TECHNICIAN	14										
PUBLIC SAFETY AIDE	14										
ACCOUNT CLERK I	15	31,664	33,245	34,908	36,654	38,486	40,411	42,432	44,553	46,780	49,121
CUSTOMER SERVICES COORDINATOR	15										
DRAFTING TECHNICIAN I	15										
INTERLIBRARY LOAN ASSISTANT	15										
LIBRARY ASSISTANT	15										
STOREKEEPER	15										
COMPUTER OPERATOR II	16	33,245	34,908	36,654	38,486	40,411	42,432	44,553	46,780	49,121	51,578
SURVEY INSTRUMENT OPERATOR	16										
ACCOUNT CLERK II	17	34,908	36,654	38,486	40,411	42,432	44,553	46,780	49,121	51,578	54,157
COURT CLERK	17										
DEPUTY I	17										
PRINCIPAL LIBRARY ASSISTANT	17										
SECRETARY	17										
PUBLIC WORKS DATA TECHNICIAN	17										
DISPATCHER	18	36,654	38,486	40,411	42,432	44,553	46,780	49,121	51,578	54,157	56,864
GRAPHIC ARTS DESIGNER	18										
MAINTENANCE PROGRAM TECHNICIAN	18										
RADIO COMMUNICATOR	18										
SANITARY MAINTENANCE TECHNICIAN	18										
TREASURY CUSTOMER SERVICE REPRESENTATIVE	18										
ACCOUNT CLERK III	19	38,486	40,411	42,432	44,553	46,780	49,121	51,578	54,157	56,864	59,707
ADMINISTRATIVE AIDE	19										
ASSESSMENT TECHNICIAN	19										
ASSESSOR I	19										
BUDGET OFFICE ASSISTANT	19										
LIBRARY SPECIALIST	19										
PARTY CHIEF	19										
PERMIT PROCESS TECHNICIAN	19										
ASSISTANT PROCUREMENT AGENT	20	40,411	42,432	44,553	46,780	49,121	51,578	54,157	56,864	59,707	62,694
CERTIFIED ASSESSOR I	20										
CODE INSPECTOR	20										
COMMUNITY DEVELOPMENT HOUSING INSPECTOR	20										
CUSTOMER INFORMATION & ASSISTANCE SPECIALIST	20										
CUSTOMER SERVICE AND INFORMATION TECHNICIAN	20										
DELINQUENT ACCOUNT COLLECTOR	20										
DEPUTY II	20										
DRAFTING TECHNICIAN II	20										
GRAPHIC ARTS DESIGNER II	20										
HOUSING PROGRAM ASSISTANT	20										
MAINTENANCE OFFICE ADMINISTRATOR	20										
PAYROLL ASSISTANT I	20										
PLAN EXAMINER	20										
PUBLIC WORKS INSPECTOR	20										
SANITARY SEWER INFORMATION SPECIALIST	20										
SENIOR OFFICE ASSISTANT	20										
SENIOR SANITARY MAINTENANCE TECHNICIAN	20										
VICTIM'S ASSISTANCE OFFICER	20										
CERTIFIED PERMIT PROCESS TECHNICIAN	21	42,432	44,553	46,780	49,121	51,578	54,157	56,864	59,707	62,694	65,828
CODE ENFORCEMENT OFFICER	21										
CONSTRUCTION INSPECTOR	21										
DRAFTING TECHNICIAN III	21										
ENVIRONMENTAL ANALYST	21										
PLUMBING AND MECHANICAL CODE SUPERVISOR	21										
RIGHT-OF-WAY AGENT	21										

PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE EMPLOYEES
REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 1607

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
ACCOUNTANT I	22	44,553	46,780	49,121	51,578	54,157	56,864	59,707	62,694	65,828	69,122
ASSESSOR II	22										
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN	22										
HOUSING REHABILITATION SPECIALIST I	22										
OPERATIONS SPECIALIST	22										
SCHOOL CROSSING GUARD SUPERVISOR	22										
ACCOUNTING OPERATIONS ASSISTANT	23	46,780	49,121	51,578	54,157	56,864	59,707	62,694	65,828	69,122	72,577
CENTRAL RECEIVING SUPERVISOR	23										
CENTRAL SERVICES TECHNICIAN	23										
CERTIFIED ASSESSOR II	23										
CERTIFIED BUILDING AND SITE INSPECTOR	23										
CERTIFIED PLAN EXAMINER	23										
CERTIFIED PLUMBING & MECHANICAL PLAN EXAMINER	23										
CERTIFIED PROPERTY MAINTENANCE & HOUSING INSPECT	23										
COMPLAINTS SPECIALIST	23										
CONSTRUCTION INSPECTION SUPERVISOR	23										
EQUESTRIAN PROGRAM COORDINATOR	23										
HOUSING REHABILITATION SPECIALIST II	23										
SURVEY PARTIES SUPERVISOR	23										
TREASURY ASSOCIATE	23										
CHIEF RIGHT-OF-WAY AGENT	24	49,121	51,578	54,157	56,864	59,707	62,694	65,828	69,122	72,577	76,206
CUSTOMER SERVICES SPECIALIST	24										
GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST	24										
PUBLIC WORKS CONTRACTS OFFICER	24										
SITE INSPECTIONS SUPERVISOR	24										
STAFF ENGINEER	24										
ACCOUNTANT II	25	51,578	54,157	56,864	59,707	62,694	65,828	69,122	72,577	76,206	80,015
CHIEF CONSTRUCTION INSPECTOR	25										
CHIEF FIELD SUPERVISOR	25										
EQUESTRIAN PROGRAM SUPERVISOR	25										
PROCUREMENT AGENT	25										
SUPERINTENDENT OF WASTEWATER TREATMENT	25										
CIVIL ENGINEER I	26	54,157	56,864	59,707	62,694	65,828	69,122	72,577	76,206	80,015	84,017
DRAFTING AND DESIGN SUPERVISOR	26										
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	26										
PAYROLL ASSISTANT II	**26**										
PROGRAMMER ANALYST	26										
ARCHITECT	28	59,707	62,694	65,828	69,122	72,577	76,206	80,015	84,017	88,217	92,627
CIVIL ENGINEER II	28										
SENIOR PROCUREMENT AGENT	28										
SEWER MANAGEMENT ENGINEER	28										
SENIOR APPLICATION ENGINEER	28										
CHIEF OF FACILITY MAINTENANCE	30	65,828	69,122	72,577	76,206	80,015	84,017	88,217	92,627	97,260	102,125
CHIEF OF PROJECT MANAGEMENT	30										
CIVIL ENGINEER III	30										
PUBLIC WORKS PROJECT ADMINISTRATOR	30										
CHIEF OF DRAINAGE OPERATIONS	32	72,577	76,206	80,015	84,017	88,217	92,627	97,260	102,125	107,231	112,592
CHIEF OF SITE MANAGEMENT	32										

Effective: 07/01/2022 (Ordinance 20-072)
Revised: 03/09/2021 (Ordinance 21-016)
Revised: 07/25/2022 (Ordinance 22-093)
Revised: xx/xx/2023 (Ordinance 23-xxx)

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: April 25, 2023

ORDINANCE NO. 23- 048

TO AMEND NEW CASTLE COUNTY CODE CHAPTER 2 ("ADMINISTRATION"), SECTION 2.03.004 ("FEES FOR RECORDER OF DEEDS") RELATING TO CERTAIN CHANGES TO FEES OF THE OFFICE OF THE RECORDER OF DEEDS

WHEREAS, it is appropriate and necessary to amend certain fees of the Office of the Recorder of Deeds.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Section 2.03.004 ("Fees for Recorder of Deeds") is hereby amended by adding the language that is underscored and deleting the language that is stricken, as follows.

Sec. 2.03.004. - Fees for Recorder of Deeds.

The following fees are hereby established for services rendered by the Recorder of Deeds in the County:

A. Documents evidencing land transactions.

1. Conditional sales agreement, per page.......$13.00
2. Deed, per page.......13.00

   Plus each parcel description listed therein, per parcel.......3.00

3. Federal tax lien, each ......
   a. For a lien on real estate, 20.00
   b. For a certificate of discharge or subordination, 5.00
   c. For all other notices, including a certificate of release or non-attachment, 3.00
4. Financing statement:
   a. Original (husband/wife shall be construed as one (1) name), per debtor name 20.00
   b. Assignment within original statement 5.00
   c. Assignment, amendment and continuation, per debtor name.......20.00
   d. Termination statement, per debtor name.......10.00
   e. Information search 10.00

      And copy 1.00

   f. Partial release, per debtor name.......5.00
5. Lease or assignment of lease, per page.......13.00
6. Mortgage, per page.......13.00
   a. Assignment, per page.......13.00

Plus each additional assignment mentioned therein, each.......5.00

b. Modification, subordination or release, per page.......13.00

c. Satisfaction piece, court order to satisfy, attorney's affidavit, first page 20.00

Each additional page.......13.00

d. Court order to strike satisfaction, first page.......20.00

Each additional page.......13.00

e. Notation of Prothonotary's certificate on writ of levari facias, each.......3.00

f. Notation of Prothonotary's certificate on writ of scire facias, each.......3.00

7. Plot plans.

a. Major subdivision plans, major land plans, record conversion plans, initial declaration plans, each.......300.00

b. Minor subdivision plans, minor land plans, resubdivision plans, declaration amendments, street plans, utility plans, each.......50.00

c. Copy of any plot plan, subdivision plan, et al. Cost of each page shall be …... 6.00

B. Other documents.

1. Certified copies of any record.

a. If recorded copies furnished to Recorder's office, per page.......3.00

b. If copies furnished by Recorder's office, per page.......6.00

c. Certificate for certified copies, each.......1.00

2. Commissions, each...10.00

3. Contract of marriage, per page.......13.00

4. Miscellaneous documents, proper for recordation, per page.......13.00

5. Power of attorney (general), per page.......13.00

6. Receipt showing date and time document received, each.......1.00

C. Technology fee, per document to be applied to each document recorded with the Recorder of Deeds of which three dollars ($3.00) will be allocated to the Recorder of Deeds Technology Fund and two dollars ($2.00) will be allocated to a New Castle County Technology Fund 5.00

D. State document fee, per document........30.00

Pursuant to 9 *Del. C.* § 9607 (Collection of recording fees), a State document fee must be applied to all documents recorded with the Recorder of Deeds.

~~*E. Microfilm purchase of land records,* per roll.......60.00~~

~~Monthly indexing/imaging by whatever media needs necessary.......1,000.00~~

F. Collection fees for returned payments.

1. The Recorder of Deeds shall assess and collect from the presenter a fee of thirty-five dollars ($35.00) whenever it is presented with a payment that is returned for any reason by the financial institution upon which it was drawn.
2. If the Recorder of Deeds incurs any costs in the collection of a returned payment, the Recorder of Deeds shall levy a charge in the full amount of those costs, plus a fee of ten dollars ($10.00) to cover direct and indirect costs of administration.
3. In addition to these charges, the presenter shall be responsible for the payment of all costs or other fees charged by the County Sheriff, the Prothonotary, or the clerk of any court for the filing, service, satisfaction, or other activity in any legal action relating to the collection of returned payments.

~~*G. Sending of long-distance faxes from library*, per page ....0.25~~

~~*H. Sending of local faxes from library*, per page (first page) ....0.25~~

~~Each page after.......0.10~~

I. Website subscriber fee (per page).......1.00

or

Unlimited copies (per month).......100.00

J. Exemption for common interest communities and homeowners' association portal.

1. The Recorder of Deeds shall not charge a recording or technology fee for any common interest communities: maintenance declaration, bylaws, covenants, declaration of restrictions, contact information, or document memorializing election of officers. The term "common interest community" shall have the meaning set forth in 25 *Del. C.* § 81-103, and shall also include for the purposes of this subsection, but shall not be limited to, maintenance organizations, civic associations, and condominium associations.

2. The Recorder of Deeds shall not charge any fee to access the Homeowners' Association Portal.

K. Other Fees

1. Copies printed or copied by individual …... 0.50 per page

2. Copy Cards ……0.50 per page

3. Copies printed by Recorder of Deeds staff …. 1.00 per page

4. Copies requested and sent by mail, fax or email …. 2.00 per page

5. Plat Copy …... 6.00 per page

6. Plat Copy requested and sent by mail, fax or email …. 7.00 per page

7. Microfilm copy …... 1.00 per page

8. Microfilm copy requested and sent by mail, fax or email …... 2.00 per page

9. Tax printout …... 1.00 per parcel

10. Tax printout requested and sent by mail, fax or email …... 2.00 per parcel

11. Notary …... 3.00

12. Judgement copies …... 2.00 per page

13. Access Card (New) …… 10.00

14. Access Card (Replacement) …… 10.00

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: This Ordinance reflects housekeeping changes to eliminate certain fees of the Office of the Recorder of Deeds of New Castle County Council that are no longer used.

FISCAL IMPACT: There will be no discernible fiscal impact upon the adoption of this Ordinance.

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: April 25, 2023

ORDINANCE NO. 23-049

AMEND THE GRANTS BUDGET: APPROPRIATE $94,727.52 IN FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR WITH FUNDS PROVIDED BY THE DELAWARE WORKFORCE INVESTMENT BOARD TO THE 2023/2024 STATE YEAR-ROUND YOUTH EMPLOYMENT PROGRAM GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES

WHEREAS, the 2023/2024 State Year-Round Youth Employment Program Grant provides employment experiences for socially and economically disadvantaged high school youth in New Castle County that will promote responsibility, teamwork, and a good work ethic; and

WHEREAS, these funds will be used to continue the employment of approximately 20 high school youth with worksite partners that support their career path and/or area of interest; and

WHEREAS, these youth will work 12-15 hours per week through the 2023-2024 school year; and

WHEREAS, the County Executive has determined that grants anticipated to be received from the State of Delaware Department of Labor through funding provided by the Delaware Workforce Investment Board, are sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended by adding the material on the attached Exhibit "A," which shall be considered underscored in its entirety.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 3. The provisions of this Ordinance shall become effective on August 28, 2023.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $94,727.52 in funding from the State of Delaware, Department of Labor with funds provided by the Delaware Workforce Investment Board, to the 2023/2024 State Year-Round Youth Employment Program Grant to be administered by the Department of Community Services, Division of Community Resources.

The 2023/2024 State Year-Round Youth Employment Program Grant will provide employment experiences for socially and economically disadvantaged high school youth in New Castle County that will promote responsibility, teamwork, and a good work ethic. Funds will be used for the employment of approximately 20 youths with worksite partners that support their career path and/or area of interest. This program will run through the 2023-2024 school year.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $94,727.52 in funding from the State of Delaware, Department of Labor with funds provided by the Delaware Workforce Investment Board to the 2023/2024 State Year-Round Youth Employment Program Grant to be administered by the Department of Community Services, Division of Community Resources.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by $94,727.52. The increase will affect FY2024 only since the estimated expiration date of this grant is June 14, 2024.

DEPARTMENT: Community Services **EXHIBIT:** "A"

GRANT TITLE: 2023/2024 State Year-Round Youth Employment **Ordinance No.** 23-049

PROGRAM TITLE: 2023/2024 State Year-Round Youth Employment

Expense	Current	Change	Revised
Salaries and Wages	$ 84,881.54	$ -	$ -
Benefits	$ 9,845.98	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 94,727.52	$ -	$ -

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 94,727.52	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 94,727.52	$ -	$ -

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 8/28/2023 **Estimated Program Completion:** 6/14/2024

The Local Match: $ - **Found in (ORG):**

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

The 2023/2024 State Year-Round Youth Employment Program will provide employment experiences for socially and economically disadvantaged high school youths in New Castle County to promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 20 youths with New Castle County worksite partners. This program will run through the 2023-2024 school year.

4/25/2023

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: April 25, 2023

ORDINANCE NO. 23-050

AMEND THE GRANTS BUDGET: APPROPRIATE $107,945.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING, TO THE 2023 STATE SUMMER YOUTH EMPLOYMENT PROGRAM – CITY OF WILMINGTON; THE GRANT WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES

WHEREAS, the State Summer Youth Employment Program provides employment experiences for low-income youth in the City of Wilmington between the ages of 14 and 21 to promote responsibility, teamwork, and a work ethic; and

WHEREAS, these funds will be used to employ approximately 40 youth through the summer of 2023; and

WHEREAS, the County Executive has determined that grants anticipated to be received from the State of Delaware, Department of Labor – Division of Employment and Training, are sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached Exhibit “A,” which shall be considered underscored in its entirety.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 3. The provisions of this Ordinance shall be effective June 19, 2023.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $107,945.00 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2023 State Summer Youth Employment Program – City of Wilmington Grant to be administered by the Department of Community Services, Division of Community Resources.

The State Summer Youth Employment Program will provide employment experiences for low-income youth in the City of Wilmington between the ages of 14 and 21 that will promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 40 youths. This program will run through the summer of 2023.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $107,945.00 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2023 State Summer Youth Employment Program – City of Wilmington Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by $107,945.00. The increase will affect FY2023 and FY2024, since the estimated expiration date of this grant is August 27, 2023. The Department of Community Services FY2023 Approved Operating Budget includes $6,816.00 to offset the difference between the reimbursable hourly rate of the grant and the actual hourly rate paid by the County and the associated part-time wage benefit rate.

DEPARTMENT:	Community Services	**EXHIBIT:**	"A"
GRANT TITLE:	2023 State Youth Employment-Wilmington	**Ordinance No.**	23-050
PROGRAM TITLE:	2023 State Youth Employment-Wilmington		

Expense	Current	Change	Revised
Salaries and Wages	$ 96,725.20	$ -	$ -
Benefits	$ 11,219.80	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 107,945.00	$ -	$ -

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 107,945.00	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 107,945.00	$ -	$ -

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	6/19/2023	**Estimated Program Completion:**	8/27/2023
The Local Match:	$ 6,816.00	**Found in (ORG):**	10400304
Ordinance Passed:		**Date Revised:**	

PROGRAM DESCRIPTION:

The State Summer Youth Employment Program will provide employment experiences for low income youth in the City of Wilmington between the ages of 14 and 20 that will promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 40 youths. This program will run through August 27, 2023.

4/25/2023

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: April 25, 2023

ORDINANCE NO. 23-051

**AMEND THE GRANTS BUDGET:
APPROPRIATE $119,303.26 IN FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING TO THE 2023 STATE SUMMER YOUTH EMPLOYMENT PROGRAM – SUBURBAN NEW CASTLE COUNTY GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES**

WHEREAS, the 2023 State Summer Youth Employment Program provides employment experiences for low income youth in the New Castle suburban areas between the ages of 14 and 21 that will promote responsibility, teamwork, and a good work ethic; and

WHEREAS, these funds will be used to employ approximately 40-50 youth through the summer of 2023; and

WHEREAS, the County Executive has determined that grants anticipated to be received from the State of Delaware Department of Labor – Division of Employment and Training are sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended by adding the material on the attached Exhibit "A," which shall be considered underscored in its entirety.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 3. The provisions of this Ordinance shall become effective on June 19, 2023.

Adopted by County Council of
New Castle County on:

____
President of County Council
of New Castle County

Approved on:

____
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $119,303.26 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2023 State Summer Youth Employment Program – Suburban New Castle County Grant to be administered by the Department of Community Services, Division of Community Resources.

The State Youth Employment Program will provide employment experiences for low income youth in the New Castle County suburban areas between the ages of 14 and 21 that will promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 40-50 youth in the summer employment program. This summer youth program will run through the summer of 2023.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $119,303.26 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2023 State Summer Youth Employment Program – Suburban New Castle County Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by $119,303.26. The increase will affect FY2023 and FY2024, since the estimated expiration date of this grant is August 27, 2023. The Department of Community Services FY2023 Approved Operating Budget includes $7,533.00 to offset the difference between the reimbursable hourly rate of the grant (summer youth only) and the actual hourly rate paid by the County and the associated part-time benefit rate.

DEPARTMENT:	Community Services	**EXHIBIT:**	"A"
GRANT TITLE:	2023 State Youth Employment-Suburban	**Ordinance No.**	23-051
PROGRAM TITLE:	2023 State Youth Employment-Suburban		

Expense	Current	Change	Revised
Salaries and Wages	$ 106,902.88	$ -	$ -
Benefits	$ 12,400.38	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 119,303.26	$ -	$ -

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 119,303.26	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 119,303.26	$ -	$ -

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	6/19/2023	**Estimated Program Completion:**	8/27/2023
The Local Match:	$ 7,533.00	**Found in (ORG):**	10400304
Ordinance Passed:		**Date Revised:**	

PROGRAM DESCRIPTION:

The 2023 State Summer Youth Employment Program will provide employment experiences for low income youth in the New Castle County suburban areas between the ages of 14 and 20 that will promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 40-50 summer youth. This program will run through the August 27,2023.

4/25/2023

Introduced by: Ms. Kilpatrick
Date of introduction: May 9, 2023

RESOLUTION NO. 23-090

CONGRATULATING AND COMMENDING REVEREND CHARLES C. DILLINGHAM ON HIS 50th ANNIVERSARY OF ORDINATION AND HIS RETIREMENT FROM ACTIVE SERVICE

WHEREAS, Father Charles C. Dillingham was a native of Indiana and moved to Delaware; and

WHEREAS, Father Dillingham was ordained in 1973 at St. Mary Magdalen Church in Wilmington, DE; and

WHEREAS, Father Dillingham served as assistant pastor of Corpus Christi, St. Helena, and St. Elizabeth Catholic Churches in the Catholic Diocese of Wilmington; and

WHEREAS, Father Dillingham previously served as pastor of Holy Family and St. Elizabeth Catholic Churches; and

WHEREAS, Father Charles C. Dillingham served as Procurator advocate, defender of the bond and pro-synodal judge in the Diocese of Wilmington Tribunal; and

WHEREAS, Father Dillingham also served as director of the offices of vocations and deacons, and associate director of priestly and religious vocations; and

WHEREAS, Reverend Charles C. Dillingham, serves as pastor of St. Mary of the Assumption Church in Hockessin with continuing service since 2009.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby congratulates and commends Reverend Charles C. Dillingham on his 50th anniversary of ordination and on his retirement from active service and wishes him success in all his future endeavors.

Adopted by County Council of
New Castle County on: 5/9/2023

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President of County Council
of New Castle County

SYNOPSIS: Same as title.
FISCAL NOTE: There is no discernible fiscal impact with the adoption of this resolution.

Introduced by: Mr. Cartier
Date of Introduction: May 9, 2023

RESOLUTION NO. 23-091

CELEBRATING AND HONORING THE LIFE OF DAVID D. BRADY AND EXPRESSING CONDOLENCES TO HIS FAMILY AND FRIENDS

WHEREAS, David D. Brady, age 85, of Claymont, DE passed away suddenly on April 17, 2023 at his home. Born to Scottish and Irish immigrants, James and Celia McHale Brady in Chester, PA, he has been a resident of Claymont since the age of four; and

WHEREAS, Dave graduated from Claymont High School in 1955 then served his country in the United States Marine Corps from 1955-1959. In 1964 he met the love of his life, Carol, and they married in 1967; and

WHEREAS, in 1968, while working full time Dave enrolled full time at the University of Delaware where after 3 1/2 years, he graduated with a Masters in Education. He also achieved his Juris Doctorate from Widener University School of Law class of 1982; and

WHEREAS, Dave taught for the Colonial School District then retired as a Visiting Teacher from the Brandywine School District after 37 years. Prior to that he worked for the United States Post Office (1960-1966), Chrysler Corporation (1967-1968) and the Sun Oil Company (1968-1972); and

WHEREAS, Dave also served his community as a Delaware State Representative for 20 years (1982-2002), never calling himself a politician but an elected official working for the people. He was instrumental in community projects such as the band shell at Bellevue Park, the Cauffiel Property, Fox Point Park, the Robinson House, and the Claymont Library. He was a devout Catholic at Holy Rosary Church. He was a member of Claymont Historical Society, Radnor Green Civic Association, Mensa and was an honorary member of Claymont Fire Department and a past member of Claymont Lions Club, Marine Corps League, Coach for CYAA, NCC after school programs, Naamans Heritage Society and Claymont Stone School. He always had time to talk, listen or help and his selfless dedication to the Claymont Community will be long remembered; and

WHEREAS, what gave Dave the most joy and happiness was his granddaughter Josephine. It was with great comfort and peace knowing he enjoyed his last 11 days with his wife Carol and Josephine visiting his favorite places in Southern California; and

WHEREAS, in addition to his parents, Dave is preceded in death by his 5 brothers; James, John, Joseph, Gerard and Michael Brady (who passed as an infant). He is survived by his loving wife of 56 years, Carol Abel Brady, 3 Children, David D. Brady Jr., Joseph J. II (Tania) Brady, and Danielle McHale Brady Stevens, granddaughter, Josephine Julia Stevens, a sister, Maryanne Kennedy and 3 sisters-in-law, Lillian, Elaine, and Janet Brady.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby express their deepest condolences to the family and friends of David D. Brady.

Adopted by County Council
of New Castle County on:

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President of County Council
of New Castle County

SYNOPSIS: Same as Title
FISCAL NOTE: There is no discernible fiscal impact with the adoption of this resolution.