NEW CASTLE COUNTY COUNCIL
COUNCIL MEETING

August 29, 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

ºº23-106: TO APPROPRIATE $250,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH BE READY COMMUNITY DEVELOPMENT CORPORATION TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Hollins, Mr. Street

ºº23-107: TO APPROPRIATE $400,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH TODMORDEN FOUNDATION TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Hollins, Mr. Street

ºº23-108: TO APPROPRIATE $250,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH STUART ALEXANDER AND ASSOCIATES INC. TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Hollins, Mr. Street

ºº23-109: TO APPROPRIATE $3,500,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH DELAWARE VALLEY DEVELOPMENT CORPORATION TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Hollins, Mr. Street

°23-110: AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMERGENCY SERVICES EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 3911 Introduced by: Ms. Hartley-Nagle

°23-111: TO APPROPRIATE $20,000 IN THE NEW CASTLE COUNTY HOUSING TRUST FUND TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES Introduced by: Mr. Hollins, Mr. Street

°23-112: AMEND THE PAY PLAN AND RATES OF PAY FOR UNCLASSIFIED SERVICE, SCHOOL CROSSING GUARDS REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2270, AFL-CIO Introduced by: Ms. Hartley-Nagle

º23-113: AMEND THE GRANTS BUDGET: APPROPRIATE $58,844.44 IN ACTUAL PROGRAM INCOME TO THE INNOVATIVE DEVELOPMENT EMPOWERMENT AREA (IDEA) HOMEBUYER/HOMEOWNER REHAB GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING Introduced by: Mr. Hollins, Mr. Street

º23-114: AMEND THE GRANTS BUDGET: APPROPRIATE $6,128 IN ADDITIONAL STATE OF DELAWARE GRANT-IN-AID FUNDS TO THE ABSALOM JONES SENIOR CENTER FY2024 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, COMMUNITY RESOURCES DIVISION Introduced by: Mr. Hollins, Mr. Street

º23-115: AMEND THE GRANTS BUDGET: APPROPRIATE FEDERAL FUNDS OF $142,380 PASSED THROUGH THE CITY OF WILMINGTON FROM THEIR ESG-CV FUNDS TO THE HOPE CENTER ESG-CV COW GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING Introduced by: Mr. Hollins, Mr. Street

°23-116: AMEND THE GRANTS BUDGET: APPROPRIATE $50,500.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF JUSTICE – SPECIAL LAW ENFORCEMENT ASSISTANCE FUND (SLEAF) TO THE SLEAF – VIKEN HANDHELD X-RAY IMAGER GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY Introduced by: Mr. Bell, Ms. Hartley-Nagle

°23-117: TO PROVIDE FOR THE INSTALLATION OF TRADITIONAIRE STREET LIGHTS WITH LIGHT EMITTING DIODE (LED) BULBS IN THE COPPERLEAF AT BACK CREEK EAST AND WEST SUBDIVISION LOCATED IN THE ST. GEORGES HUNDRED AND FOR A LIGHT TAX BASED ON THE COST OF STREET LIGHTS Introduced by: Mr. Carter

°23-118: AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $100,000 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2024 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF PUBLIC WORKS, GENERAL PARKLAND IMPROVEMENTS 2021 CAPITAL PROJECT Introduced by: Mr. Sheldon, Mr. Carter

°23-119: AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: REALIGN AUTHORIZED FUNDING IN THE AMOUNT $1,600,000 WITHIN THE DEPARTMENT OF PUBLIC WORKS, BRANDYWINE LIBRARY HVAC CAPITAL PROJECT FROM BOND FUNDING TO STATE FUNDING AND REALIGN AUTHORIZED FUNDING IN THE AMOUNT OF $500,000 WITHIN THE DEPARTMENT OF PUBLIC WORKS, GENERAL ROOF RENOVATIONS CAPITAL PROJECT FROM BOND FUNDING TO STATE FUNDING Introduced by: Mr. Sheldon, Mr. Carter

°23-120**:** AMEND THE FY2024 APPROVED OPERATING BUDGET: APPROPRIATE $16,000 IN FUNDING RECEIVED FROM THE RECORDER OF DEEDS TECHNOLOGY FEE ACCOUNT TO THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS CONTRACTUAL SERVICES BUDGET LINE ITEM Introduced by: Mr. Bell, Ms. Hartley-Nagle

°23-121: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 6 (“BUILDING CODE”) REGARDING ARTICLE 1 (“GENERAL”), ARTICLE 2 (“DEFINITIONS”), ARTICLE 3 (“ADMINISTRATION”), ARTICLE 4 (“BUILDING CODE”), ARTICLE 5 (“RESIDENTIAL CODE”), ARTICLE 9 (“EXISTING BUILDING CODE”), ARTICLE 10 (“ENERGY CONSERVATION CODE”), ARTICLE 11 (“SWIMMING POOL AND SPA CODE”), ARTICLE 12 (“VIOLATIONS, ENFORCEMENT, AND PENALTIES”) AND SCHEDULE OF PERMIT AND REVIEW FEES Introduced by: Mr. Bell, Mr. Cartier

°23-122: AMENDING NEW CASTLE COUNTY CODE CHAPTER 40 (THE “UNIFIED DEVELOPMENT CODE”), ARTICLE 22 (“DRAINAGE, UTILITIES, SEPTIC SYSTEMS, PARKING, LOADING, AND LIGHTING”) AND ARTICLE 33 (“DEFINITIONS”) RELATING TO LIGHT POLLUTION IN NEW CASTLE COUNTY Introduced by: Ms. Durham, Ms. George

E. Reports from Select and Special Committees

F. Consent Calendar

R23-140: CELEBRATING THE 100TH BIRTHDAY OF LOIS SCOTT BELL Introduced by: Mr. Bell

R23-141: HONORING FAITHFUL FRIENDS ANIMAL SOCIETY FOR ITS DEDICATION TO ANIMAL WELFARE AND CELEBRATING THE GRAND OPENING OF ITS HEADQUARTERS IN NEW CASTLE Introduced by: Ms. Hartley-Nagle

R23-142: HONORING ROBERT WASSERBACH FOR HIS UNWAVERING DEDICATION TO PUBLIC SERVICE AND ANIMAL WELFARE Introduced by: Ms. Hartley-Nagle

R23-143: HONORING AND RECOGNIZING BRIGADIER GENERAL KENNETH M. HALTOM FOR HIS DISTINGUISHED MILITARY CAREER AND SERVICE Introduced by: Ms. Hartley-Nagle

R23-144 COMMEMORATING THE 60TH ANNIVERSARY OF THE MARCH ON WASHINGTON FOR JOBS AND FREEDOM AND RENEWING THE COMMITMENT TO CIVIL RIGHTS AND JUSTICE FOR ALL Introduced by: Mr. Hollins, Mr. Street, Mr. Smiley

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

R23-145: HONORING THE LIFE AND LEGACY OF JEFF BROSS Introduced by: Ms. Kilpatrick, Mr. Bell

R23-146: PLAN OF SOCIETY SELF STORAGE; BRANDYWINE HUNDRED; NORTHWEST CORNER OF NAAMANS ROAD AND SOCIETY DRIVE; MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES TO CONSTRUCT A 90,000 SQUARE FOOT SELF-STORAGE FACILITY; CR ZONING; APPLICATION NO. 2021-0121; COUNCIL DISTRICT 8 Introduced by: Mr. Cartier

R23-147: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH PLANNED PARENTHOOD OF DELAWARE, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE

COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $55,000.00 Introduced by: Ms. Durham, Mr. Smiley

R23-148: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE LATIN AMERICAN COMMUNITY CENTER, INC. TO PARTIALLY FUND THE CONVERSION OF A PROPERTY INTO AN EARLY LEARNING CENTER FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $500,000.00 Introduced by: Mr. Smiley, Mr. Street

R23-149: AUTHORIZING THE EXECUTION OF ONE PURCHASE ORDER CONTRACT WITH BFLY OPERATIONS, INC. FOR ULTRASOUND PROBES AND SUBSCRIPTION SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES IN THE AMOUNT OF $66,210.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-150: AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH FAMILY PROMISE OF NORTHERN NEW CASTLE COUNTY TO OPERATE THE RAPID RE-HOUSING PROGRAM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $116,560.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-151: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH HUMANE ANIMAL PARTNERS TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $150,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-152: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FORGOTTEN CATS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $51,608.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-153: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FAITHFUL FRIENDS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $150,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-154: AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE DELAWARE CENTER FOR CONTEMPORARY ART, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00 Introduced by: Mr. Smiley, Mr. Cartier

R23-155: AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH GOOD NEIGHBORS, INC. TO ASSIST WITH DEVELOPMENT OF AFFORDABLE HOUSING FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $90,000.00 Introduced by: Ms. George, Mr. Smiley, Ms. Kilpatrick, Ms. Durham, Mr. Tackett

R23-156: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE AMENDED DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) (AFL-CIO), AND ITS AFFILIATE LOCAL 3911, COLLECTIVE BARGAINING AGREEMENT Introduced by: Ms. Hartley-Nagle

R23-157: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2270, REPRESENTING NEW CASTLE COUNTY SCHOOL CROSSING GUARDS Introduced by: Ms. Hartley-Nagle

I. Consideration of Ordinances

°23-096: 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 AND ADOPT THE REVISED CLASS SPECIFICATION FOR STOREKEEPER Introduced by: Ms. Hartley-Nagle

°23-097: TO REVISE THE CLASS SPECIFICATION OF PUBLIC WORKS PROJECT MANAGER TO FACILITIES PROJECT MANAGER AND AMEND THE PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES FOR THE DEPARTMENT OF PUBLIC WORKS Introduced by: Ms. Hartley-Nagle

°23-098: 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 AND TO ADOPT THE CLASS SPECIFICATIONS FOR THE POSITION TITLES OF ENVIRONMENTAL PROGRAM MANAGER I, ENVIRONMENTAL PROGRAM MANAGER II AND ENVIRONMENTAL PROGRAM MANAGER III Introduced by: Ms. Hartley-Nagle

°23-099: AMEND THE GRANTS BUDGET: APPROPRIATE $8,942.44 IN PROGRAM INCOME TO THE ABSALOM JONES SENIOR CENTER RECREATION GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES Introduced by: Mr. Hollins, Mr. Street

°23-100: AMEND THE GRANTS BUDGET: APPROPRIATE $748,853 TO THE CONTRACTED POLICE DUTY REVOLVING FUND, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE Introduced by: Mr. Bell, Ms. Hartley-Nagle

°23-101: TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 6 (“BUILDING CODE”), CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”), AND CHAPTER 14 (“FINANCE AND TAXATION”) REGARDING BILLING AND COLLECTION OF STORMWATER MAINTENANCE FEES AND THE REFUND OF CODE ENFORCEMENT FEES PAID THROUGH ERROR Introduced by: Ms. Kilpatrick, Mr. Sheldon

°23-102 - AMEND THE FY2024 APPROVED OPERATING BUDGET: TRANSFER FUNDS FROM THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO THE SALARIES AND WAGES, EMPLOYEE BENEFITS AND MATERIALS AND SUPPLIES BUDGET LINE ITEMS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS AND TO THE CONTRACTUAL SERVICES BUDGET LINE ITEM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING Introduced by: Mr. Smiley

°23-103: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 26 (“HUMAN RESOURCES”), ARTICLE 3 (“MERIT SYSTEM”), SECTION 26.03.910 (“RETIREE HEALTH CARE INSURANCE”) Introduced by: Mr. Smiley, Mr. Cartier

°23-105: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 13 (“STORMWATER MAINTENANCE DISTRICTS”) REGARDING STORMWATER MAINTENANCE AND WHISPERING WOODS COMMUNITY Introduced by: Mr. Carter

°23-020: REVISE ZONING MAP: APPOQUINIMINK HUNDRED, EAST OF TAYLORS BRIDGE ROAD, APPROXIMATELY 1,700 FEET SOUTH OF THOMAS LANDING ROAD; 165 TAYLORS BRIDGE ROAD, TAX PARCEL NO. 14-008.00-046; 12.44 ± ACRES FROM “NC40” (NEIGHBORHOOD CONSERVATION) TO “S” (SUBURBAN). (The purpose of this County-initiated rezoning is to change the zoning of tax parcel 14-008.00-046 from NC40 to S. Application No. 2022-0834-Z) Introduced by: Mr. Bell

°23-088: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 26 (“HUMAN RESOURCES”) ARTICLE 3 (“MERIT SYSTEM”), SECTION 26.03.206 (“DEFERRED COMPENSATION PLAN”) REGARDING PERSONAL LOANS FROM PLAN Introduced by: Mr. Smiley

J. Time Sensitive Congratulatory/Honorary Resolutions

R23-158: HONORING AND CELEBRATING THE LIFE AND LEGACY OF JEFFREY BROSS Introduced by: Ms. Hartley-Nagle

R23-159: RECOGNIZING, HONORING, CONGRATULATING, AND CELEBRATING THE AUGUST QUARTERLY FESTIVAL AND THE 2023 MEMBERS OF THE 209TH AUGUST QUARTERLY FESTIVAL COMMITTEE, INC. Introduced by: Ms. Hartley-Nagle, Mr. Tackett, Mr. Street

R23-160: CONGRATULATING ANN ARCHER FOR HER DEDICATED SERVICE TO THE CLAYMONT LIBRARY Introduced by: Mr. Cartier

K. Introduction/Consideration of Emergency Ordinances

L. Public Comment/Other

M. Motion to Adjourn

AGENDA POSTED: August 22, 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. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-106

TO APPROPRIATE $250,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH BE READY COMMUNITY DEVELOPMENT CORPORATION TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

WHEREAS, Ordinance 21-110 established the Affordable Housing Fund to preserve and develop affordable housing within New Castle County (NCC Code 14.01.020); and

WHEREAS, Ordinance 21-111 allocated $15,000,000 from the General Fund Tax Stabilization Fund to the Affordable Housing Fund; and

WHEREAS, New Castle County Department of Community Services held public stakeholder meetings to receive feedback and input on the Affordable Housing Fund created to preserve and create affordable housing in New Castle County; and

WHEREAS, from that feedback, the New Castle County Department of Community Services released a public Request for Proposals for eligible applicants to apply for funding through the Affordable Housing Fund; and

WHEREAS, the Be Ready Community Development Corporation was identified during this process for the rehabilitation of properties located between 1500-1514 W 4th Street in Wilmington, Delaware, and rented to those families earning less than 90% area median income (AMI); and

WHEREAS, the Housing Trust Fund is a separate fund from the Affordable Housing Fund, and the Housing Trust Fund can only be expended for projects within unincorporated areas of New Castle County and there are no Housing Trust Funds included in the funding of this Ordinance; and

WHEREAS, the revenue measures heretofore adopted by County Council are necessary to preserve and develop affordable housing within New Castle County; and

WHEREAS, each contract or purchase order funded through this Affordable Housing Fund appropriation will be submitted on a Resolution for Council's consideration as required by *New Castle County Code* § 2.02.004.

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

Section 1. To preserve and develop an affordable housing project, $250,000 in the New Castle County Affordable Housing Fund is hereby appropriated to be administered by the Department of Community Services.

Section 2. 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, appropriates $250,000 in the New Castle County Affordable Housing Fund. The available funding in the Affordable Housing Fund was transferred from the General Fund via Ordinance 21-111. There are no Housing Trust Funds included in the funding of this Ordinance. The funds will be administered by the Department of Community Services for the Be Ready Community Development Corporation for the rehabilitation of properties located between 1500-1514 W 4th Street in Wilmington, Delaware, and rented to those families earning less than 90% area median income (AMI).

FISCAL NOTE: This Ordinance, if approved, will appropriate $250,000 in the New Castle County Affordable Housing Fund. There is no discernible impact to the Operating Budget since this is an appropriation in the Affordable Housing Fund. The intent is to appropriate funds in the Grant and Fixed Charges Budget Line Item. The balance of the Affordable Housing Fund is $13,770,217.51 as of June 30, 2023.

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-107

TO APPROPRIATE $400,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH TODMORDEN FOUNDATION TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

WHEREAS, Ordinance 21-110 established the Affordable Housing Fund to preserve and develop affordable housing within New Castle County (NCC Code 14.01.020); and

WHEREAS, Ordinance 21-111 allocated $15,000,000 from the General Fund Tax Stabilization Fund to the Affordable Housing Fund; and

WHEREAS, the New Castle County Department of Community Services held public stakeholder meetings to receive feedback and input on the Affordable Housing Fund created to preserve and create affordable housing in New Castle County; and

WHEREAS, from that feedback, the New Castle County Department of Community Services released a public Request for Proposals for eligible applicants to apply for funding through the Affordable Housing Fund; and

WHEREAS, the Todmorden Foundation was identified during this process for the rehabilitation of six properties located between 1007-1017 Bennett Street in Wilmington, Delaware, and rented to those families earning less than 80% area median income (AMI); and

WHEREAS, the Housing Trust Fund is a separate fund from the Affordable Housing Fund, and the Housing Trust Fund can only be expended for projects within unincorporated areas of New Castle County and there are no Housing Trust Funds included in the funding of this Ordinance; and

WHEREAS, the revenue measures heretofore adopted by County Council are necessary to preserve and develop affordable housing within New Castle County; and

WHEREAS, each contract or purchase order funded through this Affordable Housing Fund appropriation will be submitted on a Resolution for Council's consideration as required by *New Castle County Code* § 2.02.004.

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

Section 1. To preserve and develop an affordable housing project, $400,000 in the New Castle County Affordable Housing Fund is hereby appropriated to be administered by the Department of Community Services.

Section 2. 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, appropriates $400,000 in the New Castle County Affordable Housing Fund. The available funding in the Affordable Housing Fund was transferred from the General Fund via Ordinance 21-111. There are no Housing Trust Funds included in the funding of this Ordinance. The funds will be administered by the Department of Community Services for the Todmorden Foundation for the rehabilitation of six properties located between 1007-1017 Bennett Street in Wilmington, Delaware, and rented to those families earning less than 80% area median income (AMI).

FISCAL NOTE: This Ordinance, if approved, will appropriate $400,000 in the New Castle County Affordable Housing Fund. There is no discernible impact to the Operating Budget since this is an appropriation in the Affordable Housing Fund. The intent is to appropriate funds in the Grant and Fixed Charges Budget Line Item. The balance of the Affordable Housing Fund is $13,770,217.51 as of June 30, 2023.

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-108

TO APPROPRIATE $250,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH STUART ALEXANDER AND ASSOCIATES INC. TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

WHEREAS, Ordinance 21-110 established the Affordable Housing Fund to preserve and develop affordable housing within New Castle County (NCC Code 14.01.020); and

WHEREAS, Ordinance 21-111 allocated $15,000,000 from the General Fund Tax Stabilization Fund to the Affordable Housing Fund; and

WHEREAS, the New Castle County Department of Community Services held public stakeholder meetings to receive feedback and input on the Affordable Housing Fund created to preserve and create affordable housing in New Castle County; and

WHEREAS, from that feedback, the New Castle County Department of Community Services released a public Request for Proposals for eligible applicants to apply for funding through the Affordable Housing Fund; and

WHEREAS, Stuart Alexander and Associates Inc. was identified during this process for the rehabilitation of seven properties located at 225 W 4th Street, 701 W 4th Street, 707 W 4th Street, 200 Walnut Street, 303 E 2nd Street, 201 Madison Street and 418 Monroe Street in Wilmington, Delaware and rented to those families earning less than 80% area median income (AMI); and

WHEREAS, the Housing Trust Fund is a separate fund from the Affordable Housing Fund, and the Housing Trust Fund can only be expended for projects within unincorporated areas of New Castle County and there are no Housing Trust Funds included in the funding of this Ordinance; and

WHEREAS, the revenue measures heretofore adopted by County Council are necessary to preserve and develop affordable housing within New Castle County; and

WHEREAS, each contract or purchase order funded through this Affordable Housing Fund appropriation will be submitted on a Resolution for Council's consideration as required by *New Castle County Code* § 2.02.004.

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

Section 1. To preserve and develop an affordable housing project, $250,000 in the New Castle County Affordable Housing Fund is hereby appropriated to be administered by the Department of Community Services.

Section 2. 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, appropriates $250,000 in the New Castle County Affordable Housing Fund. The available funding in the Affordable Housing Fund was transferred from the General Fund via Ordinance 21-111. There are no Housing Trust Funds included in the funding of this Ordinance. The funds will be administered by the Department of Community Services for Stuart Alexander and Associates Inc. for the rehabilitation of seven properties located at 225 W 4th Street, 701 W 4th Street, 707 W 4th Street, 200 Walnut Street, 303 E 2nd Street, 201 Madison Street and 418 Monroe Street in Wilmington, Delaware and rented to those families earning less than 80% area median income (AMI).

FISCAL NOTE: This Ordinance, if approved, will appropriate $250,000 in the New Castle County Affordable Housing Fund. There is no discernible impact to the Operating Budget since this is an appropriation in the Affordable Housing Fund. The intent is to appropriate funds in the Grant and Fixed Charges Budget Line Item. The balance of the Affordable Housing Fund is $13,770,217.51 as of June 30, 2023.

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-109

TO APPROPRIATE $3,500,000 IN THE NEW CASTLE COUNTY AFFORDABLE HOUSING FUND, WITH FUNDS THAT ORIGINATED FROM THE GENERAL TAX STABILIZATION RESERVE, FOR A CONTRACT WITH DELAWARE VALLEY DEVELOPMENT CORPORATION TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

WHEREAS, Ordinance 21-110 established the Affordable Housing Fund to preserve and develop affordable housing within New Castle County (NCC Code 14.01.020); and

WHEREAS, Ordinance 21-111 allocated $15,000,000 from the General Fund Tax Stabilization Fund to the Affordable Housing Fund; and

WHEREAS, New Castle County Department of Community Services held public stakeholder meetings to receive feedback and input on the Affordable Housing Fund created to preserve and create affordable housing in New Castle County; and

WHEREAS, from that feedback, the New Castle County Department of Community Services released a public Request for Proposals for eligible applicants to apply for funding through the Affordable Housing Fund; and

WHEREAS, the Delaware Valley Development Corporation was identified during this process for the acquisition and new construction of eighty units of affordable elderly housing located at 6060 Limestone Road in Hockessin, Delaware of which fifty-six units will be offered to households earning at or below 60% area median income (AMI); and

WHEREAS, the Housing Trust Fund is a separate fund from the Affordable Housing Fund, and the Housing Trust Fund can only be expended for projects within unincorporated areas of New Castle County and there are no Housing Trust Funds included in the funding of this Ordinance; and

WHEREAS, the revenue measures heretofore adopted by County Council are necessary to preserve and develop affordable housing within New Castle County; and

WHEREAS, each contract or purchase order funded through this Affordable Housing Fund appropriation will be submitted on a Resolution for Council's consideration as required by *New Castle County Code* § 2.02.004.

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

Section 1. To preserve and develop an affordable housing project, $3,500,000 in the New Castle County Affordable Housing Fund is hereby appropriated to be administered by the Department of Community Services.

Section 2. 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, appropriates $3,500,000 in the New Castle County Affordable Housing Fund. The available funding in the Affordable Housing Fund was transferred from the General Fund via Ordinance 21-111. There are no Housing Trust Funds included in the funding of this Ordinance. The funds will be administered by the Department of Community Services for Delaware Valley Development Corporation for the acquisition and new construction of eighty units of affordable elderly housing located at 6060 Limestone Road in Hockessin, Delaware of which fifty-six units will be offered to households earning at or below 60% area median income (AMI).

FISCAL NOTE: This Ordinance, if approved, will appropriate $3,500,000 in the New Castle County Affordable Housing Fund. There is no discernible impact to the Operating Budget since this is an appropriation in the Affordable Housing Fund. The intent is to appropriate funds in the Grant and Fixed Charges Budget Line Item. The balance of the Affordable Housing Fund is $13,770,217.51 as of June 30, 2023.

Introduced by: Ms. Hartley-Nagle
Date of Introduction: August 29, 2023

ORDINANCE NO. 23-110

AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE EMERGENCY SERVICES EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 3911

WHEREAS, the County Executive recommended amendments to the Pay Plans and Rates of Pay for Classified Service Emergency Services Employees represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (hereinafter "Local 3911") to reflect wage increases agreed to during contract negotiations; and

WHEREAS, after County Council approved Ordinance 23-062 on June 13, 2023, representatives of Local 3911 questioned the calculation methodology for the newly established Pay Grade 28 on the Pay Plan and Rates of Pay for Classified Service Emergency Services Employees represented by Local 3911 (Non-EMS Classifications); and

WHEREAS, the Administration reconsidered the calculation methodology and is recommending an amendment to the Pay Plan and Rates of Pay for Classified Service Emergency Services Employees represented by Local 3911 (Non-EMS Classifications) for the newly established Pay Grade 28.

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

Section 1. The Pay Plan and Rates of Pay for Classified Service Emergency Services Employees represented by Local 3911 (Non-EMS Classifications), for the period July 1, 2023 through June 30, 2024, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "A".

Section 2. The Pay Plan and Rates of Pay for Classified Service Emergency Services Employees represented by Local 3911 (Non-EMS Classifications), for the period July 1, 2024 through June 30, 2025, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "B".

Section 3. The Pay Plan and Rates of Pay for Classified Service Emergency Services Employees represented by Local 3911 (Non-EMS Classifications), for the period July 1, 2025 through June 30, 2026, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "C".

Section 4. The Pay Plan and Rates of Pay for Classified Service Emergency Services Employees represented by Local 3911 (Non-EMS Classifications), effective July 1, 2026, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "D".

Section 9. This Ordinance shall be effective upon adoption by New Castle County Council and approval of the County Executive.

Section 10. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2023.

Adopted by County Council of
New Castle County on:

_____
President of County Council
New Castle County

Approved on:

_____
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, amends the pay plans and rates of pay for the newly established Pay Grade 28 for Classified Service Emergency Services Employees (Non-EMS Classifications) represented by Local 3911 for the period of July 1, 2023 through June 30, 2027.

FISCAL NOTE: This Ordinance, if approved, amends the pay plans and rates of pay for the newly established Pay Grade 28 for Classified Service Emergency Services Employees (Non-EMS Classifications) represented by Local 3911 for the period of July 1, 2023 through June 30, 2027.

There are currently 3 employees in the newly established Pay Grade 28 and the total estimated fiscal impact (Salaries/Wages and Benefits) of the amendments to the pay plans and rates of pay for the newly established Pay Grade 28 for the period of July 1, 2023 through June 30, 2027 and are as follows:

FY2024	$1,128
FY2025	$1,156
FY2026	$1,185
FY2027	$1,215

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	16.923 35,687	17.768 37,470	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	
Emergency Call Operator	16	17.768 37,470	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	
Emergency Call Operator Coordinator	17	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	
Public Safety Operator I	18	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	18.657 39,343
Public Safety Operator II	19	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	22.678 47,823
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	
Telecommunicator IV - Police & Fire/EMS Communications	24	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	42.765 90,183	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	42.765 90,183	44.903 94,692	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	~~31.839~~ 31.911 ~~67,142~~ 67,295	~~33.431~~ 33.507 ~~70,500~~ 70,660	~~35.103~~ 35.182 ~~74,024~~ 74,193	~~36.858~~ 36.942 ~~77,726~~ 77,903	~~38.701~~ 38.789 ~~81,612~~ 81,798	~~40.636~~ 40.729 ~~85,694~~ 85,889	~~42.668~~ 42.765 ~~89,979~~ 90,183	~~44.802~~ 44.904 ~~94,479~~ 94,693	~~47.042~~ 47.149 ~~99,201~~ 99,427	~~49.394~~ 49.506 ~~104,161~~ 104,398	

Effective: 07/01/2023 (Ordinance 23-062)
Revised: 08/29/2023 (Ordinance 23-xxx) - Updated calculation for Paygrade 28

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	17.346 36,579	18.213 38,407	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	
Emergency Call Operator	16	18.213 38,407	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	
Emergency Call Operator Coordinator	17	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	
Public Safety Operator I	18	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	19.123 40,327
Public Safety Operator II	19	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	23.245 49,018
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	
Telecommunicator IV - Police & Fire/EMS Communications	24	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	43.834 92,438	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	43.834 92,438	46.026 97,059	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	~~32.635~~ 32.709 ~~68,821~~ 68,977	~~34.267~~ 34.345 ~~72,262~~ 72,426	~~35.980~~ 36.062 ~~75,875~~ 76,047	~~37.780~~ 37.865 ~~79,670~~ 79,851	~~39.668~~ 39.758 ~~83,652~~ 83,843	~~41.652~~ 41.747 ~~87,836~~ 88,036	~~43.735~~ 43.834 ~~92,228~~ 92,438	~~45.922~~ 46.026 ~~96,840~~ 97,061	~~48.218~~ 48.327 ~~101,681~~ 101,913	~~50.628~~ 50.743 ~~106,765~~ 107,008	

Effective: 07/01/2024 (Ordinance 23-062)
Revised: 08/29/2023 (Ordinance 23-xxx) - Updated calculation for Paygrade 28

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	17.779 37,493	18.668 39,367	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	
Emergency Call Operator	16	18.668 39,367	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	
Emergency Call Operator Coordinator	17	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	
Public Safety Operator I	18	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	19.601 41,335
Public Safety Operator II	19	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	23.826 50,244
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	
Telecommunicator IV - Police & Fire/EMS Communications	24	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	44.930 94,749	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	44.930 94,749	47.176 99,486	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	~~33.451~~ 33.527 ~~70,541~~ 70,702	~~35.124~~ 35.203 ~~74,069~~ 74,237	~~36.880~~ 36.963 ~~77,772~~ 77,949	~~38.724~~ 38.812 ~~81,661~~ 81,847	~~40.660~~ 40.752 ~~85,744~~ 85,939	~~42.694~~ 42.791 ~~90,032~~ 90,237	~~44.828~~ 44.930 ~~94,534~~ 94,749	~~47.070~~ 47.177 ~~99,261~~ 99,487	~~49.423~~ 49.535 ~~104,223~~ 104,460	~~51.894~~ 52.012 ~~109,434~~ 109,683	

Effective: 07/01/2025 (Ordinance 23-062)
Revised: 08/29/2023 (Ordinance 23-xxx) - Updated calculation for Paygrade 28

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	18.224 38,430	19.135 40,351	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	
Emergency Call Operator	16	19.135 40,351	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	
Emergency Call Operator Coordinator	17	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	
Public Safety Operator I	18	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	20.091 42,368
Public Safety Operator II	19	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	24.421 51,500
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	
Telecommunicator IV - Police & Fire/EMS Communications	24	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	46.053 97,117	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	46.053 97,117	48.356 101,973	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	~~34.287~~ 34.365 ~~72,305~~ 72,469	~~36.002~~ 36.083 ~~75,920~~ 76,093	~~37.802~~ 37.888 ~~79,716~~ 79,897	~~39.692~~ 39.782 ~~83,703~~ 83,893	~~41.676~~ 41.771 ~~87,887~~ 88,087	~~43.761~~ 43.860 ~~92,283~~ 92,493	~~45.949~~ 46.054 ~~96,897~~ 97,118	~~48.247~~ 48.357 ~~101,743~~ 101,974	~~50.659~~ 50.774 ~~106,829~~ 107,072	~~53.191~~ 53.312 ~~112,170~~ 112,425	

Effective: 07/01/2026 (Ordinance 23-062)
Revised: 08/29/2023 (Ordinance 23-xxx) - Updated calculation for Paygrade 28

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-111

TO APPROPRIATE $20,000 IN THE NEW CASTLE COUNTY HOUSING TRUST FUND TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

WHEREAS, the New Castle County Housing Trust Fund was created with the support of County Council for the "purpose of dedicating public funds and revenues from other sources to address the housing needs of very low income households earning less than 50% of median income, low income households earning 50 to 80% of median income, and moderate income households earning 80% to 120% of median income" (see Resolution No. 07-176 as amended by Amendment No. 1); and

WHEREAS, the Housing Trust Fund will be used to promote the preservation and development of affordable housing within New Castle County with priorities recommended by the Housing Advisory Board; and

WHEREAS, the Housing Trust Fund has a balance of $1,913,675.67 as of June 30, 2023 and the appropriation of $20,000 from the fund is necessary to support tree and tree debris removal for income eligible (80% AMI) senior homeowners; and

WHEREAS, these funds are matching the $20,000 in the FY2024 Approved Operating Budget in the Department of Community Services, Division of Administration that is being used for tree and tree debris removal for income eligible (80% AMI) senior homeowners; and

WHEREAS, the senior citizen tree program is for income eligible senior homeowners to help with the removal of dead, dying or damaged trees or significant debris from trees that was caused by storms; and

WHEREAS, the senior applicants will follow the same application process that is used for the senior repair program and the homes have to be owner occupied; and

WHEREAS, the Housing Trust Fund is a separate fund from the Affordable Housing Fund, and the Housing Trust Fund can only be expended for projects within unincorporated areas of New Castle County and there are no Affordable Housing Funds included in the funding of this Ordinance; and

WHEREAS, the revenue measures heretofore adopted by County Council are necessary to preserve and development affordable housing within New Castle County; and

WHEREAS, each contract or purchase order funded through this Housing Trust Fund appropriation will be submitted on a Resolution for Council's consideration as required by *New Castle County Code* § 2.02.004.

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

Section 1. To promote the preservation and development of affordable housing within New Castle County, $20,000 in the New Castle County Housing Trust Fund is hereby appropriated to be administered by the Department of Community Services.

Section 2. 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, appropriates $20,000 in the New Castle County Housing Trust Fund to support tree and tree debris removal for income eligible senior homeowners. There are no Affordable Housing Funds included in the funding of this Ordinance. The funds will be administered by the Department of Community Services to fund housing projects in New Castle County.

FISCAL NOTE: This Ordinance, if approved, will appropriate $20,000 in the New Castle County Housing Trust Fund to support tree and tree debris removal for income eligible senior homeowners. These funds are matching the $20,000 in the FY2024 Approved Operating Budget in the Department of Community Services, Division of Administration that is being used for tree and tree debris removal for income eligible (80% AMI) senior homeowners. There is no discernible impact to the Operating Budget since this is an appropriation in the Housing Trust Fund. The intent is to appropriate funds in the Contractual Services Budget Line Item.

Introduced by: Ms. Hartley-Nagle
Date of introduction: August 29, 2023

ORDINANCE NO. 23-112

AMEND THE PAY PLAN AND RATES OF PAY FOR UNCLASSIFIED SERVICE, SCHOOL CROSSING GUARDS REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2270, AFL-CIO

WHEREAS, the County Executive has recommended an amendment to the Pay Plan and Rates of Pay for Unclassified Service, School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270, AFL-CIO to reflect wage increases agreed to during contract negotiations.

THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Pay Plan and Rates of Pay for Unclassified Service, School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270, AFL-CIO effective January 1, 2023 through December 31, 2023, as set forth in Exhibit "A", all of which shall be considered stricken, is hereby deleted in its entirety, retroactive to January 1, 2023.

Section 2. The Pay Plan and Rates of Pay for Unclassified Service, School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270, AFL-CIO effective January 1, 2024 through December 31, 2024, as set forth in Exhibit "B", all of which shall be considered underscored, is hereby adopted in its entirety.

Section 3. The Pay Plan and Rates of Pay for Unclassified Service, School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270, AFL-CIO effective January 1, 2025 through December 31, 2025, as set forth in Exhibit "C", all of which shall be considered underscored, is hereby adopted in its entirety.

Section 4. The Pay Plan and Rates of Pay for Unclassified Service, School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270, AFL-CIO effective January 1, 2026 as set forth in Exhibit "D", all of which shall be considered underscored, is hereby adopted in its entirety.

Section 5. This Ordinance shall become effective immediately upon its adoption by County Council and approval of 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

SYNOPSIS: This Ordinance, if approved, puts into effect wage increases resulting from the County's negotiations with Local 2270. The four-year contract, retroactive to January 1, 2023, provides for increases in each year.

Currently all members of the bargaining unit are at step 4 through 10. The bargaining agreement resets all employees currently at step 4 through 10 to steps 1 through 7 respectively and recalculates steps 8 through 10. The contract further provides for a 2.5% wage increase for the period January 1, 2023 through December 31, 2023; 2.5% wage increase in the second year effective January 1, 2024; a 2.5% wage increase in the third year effective January 1, 2025 and a 2.5% increase in the fourth year effective January 1, 2026. Additionally, members of the bargaining unit who did not receive a hiring bonus shall receive a one-time $500 retention incentive payment.

FISCAL NOTE: This Ordinance, if approved, will approve amendments to the Pay Plan and Rates of Pay for Unclassified Service, School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270, AFL-CIO. The fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of January 1, 2023 through December 31, 2026 are as follows:

FY2023	$150,436
FY2024	$247,020
FY2025	$426,771
FY2026	$579,997
FY2027	$640,045

PAY PLAN AND RATES OF PAY FOR UNION, UNCLASSIFIED, SCHOOL CROSSING GUARDS REPRESENTED BY IBEW, LOCAL 2270, AFL-CIO

EXHIBIT A

	STEP									
Classification	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
School Crossing Guard	$ 15.43	$ 16.20	$ 17.01	$ 17.86	$ 18.75	$ 19.69	$ 20.67	$ 21.71	$ 22.79	$ 23.93

Effective: 01/01/2023

Currently all members of the bargaining unit are at step 4 through 10. The bargaining agreement resets all employees currently at step 4 through 10 to steps 1 through 7 respectively and recalculates steps 8 through 10. Additionally, members of the bargaining unit who did not receive a hiring bonus shall receive a one-time $500 retention incentive payment.

EXHIBIT B

	STEP									
Classification	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
School Crossing Guard	$ 15.81	$ 16.60	$ 17.43	$ 18.30	$ 19.22	$ 20.18	$ 21.19	$ 22.25	$ 23.36	$ 24.53

Effective: 01/01/2024

EXHIBIT C

	STEP									
Classification	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
School Crossing Guard	$ 16.21	$ 17.02	$ 17.87	$ 18.76	$ 19.70	$ 20.68	$ 21.72	$ 22.80	$ 23.94	$ 25.14

Effective: 01/01/2025

EXHIBIT D

	STEP									
Classification	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
School Crossing Guard	$ 16.61	$ 17.44	$ 18.31	$ 19.23	$ 20.19	$ 21.20	$ 22.26	$ 23.37	$ 24.54	$ 25.77

Effective: 01/01/2026

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-113

**AMEND THE GRANTS BUDGET:
APPROPRIATE $58,844.44 IN ACTUAL PROGRAM INCOME TO THE INNOVATIVE DEVELOPMENT EMPOWERMENT AREA (IDEA) HOMEBUYER/HOMEOWNER REHAB GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

WHEREAS, the Innovative Development Empowerment Area (IDEA) Homebuyer/Homeowner Rehab Grant was established in 2015 as part of the County initiative to provide intervention strategies in twenty census tracks within New Castle County identified as "distressed market types" based on a comprehensive Market Value Analysis published in September 2014. Original funding of $500,000 was provided through the General Fund Tax Stabilization Reserve; and

WHEREAS, the actual program income is generated from the interest on the repayment of loans; and

WHEREAS, the County Executive has determined that funds received 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 deleting the material bracketed and stricken and by adding the material underscored on the attached Exhibits "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.

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 $58,844.44 in actual program income to the IDEA Homebuyer/Homeowner Rehab Grant. This funding will be used for housing loans, settlement help, and rehab grants to homeowners as stipulated in the grant.

The IDEA Homebuyer/Homeowner Rehab Grant was created in 2015 with the General Fund Tax Stabilization Reserves as part of the County initiative to offer rehab loans and settlement help within the twenty "distressed market type" census tracts identified in the Market Value Analysis (MVA) published within the Delaware State Housing Needs Assessment 2015-2020.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $58,844.44 in actual program income to the IDEA Homebuyer/Homeowner Rehab Grant, which is administered by the Department of Community Services, Division of Community Development and Housing.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $58,844.44. This increase will affect FY2024 and beyond since this is a continuous program. This appropriation will increase the aggregate amount of program income to $173,300.

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

GRANT TITLE: IDEA Homebuyer/Homeowner Rehab Grant **Ordinance No.** 23-113

PROGRAM TITLE: IDEA Homebuyer/Homeowner Rehab Grant

Expense	Current	Change	Revised
Salaries and Wages		$ -	$ -
Benefits		$ -	$ -
Training/Civic Affairs		$ -	$ -
Communication/Utilities		$ -	$ -
Materials/Supplies		$ -	$ -
Contractual Services	$ 21,955.00	$ -	$ 21,955.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	~~$ 593,455.96~~	$ 58,844.44	$ 652,300.40
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ 45.00	$ -	$ 45.00
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 615,455.96~~	$ 58,844.44	$ 674,300.40

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State		$ -	$ -
County	$ -	$ -	$ -
Program Income	~~$ 115,455.96~~	$ 58,844.44	$ 174,300.40
Other	$ 500,000.00	$ -	$ 500,000.00
Total	~~$ 615,455.96~~	$ 58,844.44	$ 674,300.40

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 4/1/2015 **Estimated Program Completion:** ongoing

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

Ordinance 15-012, 21-085 **Date Revised:** 4/28/2015, 7/13/2021
Passed:

PROGRAM DESCRIPTION:

The IDEA Homebuyer/Homeowner Rehab Grant was established as part of the County initiative to create conditions in the twenty census tract areas identified as "distressed market types" for a housing market rebound within the communities.

~~7/13/2021~~ 8/29/2023

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-114

**AMEND THE GRANTS BUDGET:
APPROPRIATE $6,128 IN ADDITIONAL STATE OF DELAWARE GRANT-IN-AID FUNDS TO THE ABSALOM JONES SENIOR CENTER FY2024 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, COMMUNITY RESOURCES DIVISION**

WHEREAS, original funds from the State of Delaware Grant-In-Aid in the amount of $219,362 was previously approved by New Castle County Council and appropriated to the Absalom Jones Senior Center FY2024 Grant via Ordinance 23-073; and

WHEREAS, authorization is being sought through this Ordinance for the additional appropriation of $6,128 based on the final award allocation of State of Delaware Grant-In-Aid funds to the Absalom Jones Senior Center FY2024 Grant; and

WHEREAS, the Absalom Jones Senior Center provides a variety of services for the elderly in the surrounding community including transportation to the center, adult programs, activities, and social services; and

WHEREAS, the County Executive has determined that a grant is anticipated to be received and shall be 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. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to 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: This Ordinance, if approved, will appropriate additional State of Delaware Grant-In-Aid funds of $6,128 to the Absalom Jones Senior Center FY2024 Grant for the period July 1, 2023, through June 30, 2024, which will be administered by the Department of Community Services, Division of Community Resources.

The Absalom Jones Senior Center provides a variety of services for the elderly in the surrounding community including transportation to the center, adult programs, activities, and social services.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $6,128 in State of Delaware Grant-In-Aid funds to the Absalom Jones Senior Center FY2024 Grant for the period July 1, 2023, through June 30, 2024, which will be administered by the Department of Community Services, Division of Community Resources. This additional appropriation brings the Absalom Jones Senior Center FY2024 Grant to $225,490.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget. This increase will affect FY2024 since the targeted program completion date for this grant is June 30, 2024. There is no fiscal impact anticipated beyond FY2024. FY2023 original funding was authorized in the amount of $219,362.

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

GRANT TITLE: Absaolm Jones Senior Center FY2024 **Ordinance No.** 23-114

PROGRAM TITLE: Absaolm Jones Senior Center FY2024

Expense	Current	Change	Revised
Salaries and Wages	$ 90,174.00	$ -	$ 90,174.00
Benefits	$ 36,416.00	$ -	$ 36,416.00
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 1,100.00	$ -	$ 1,100.00
Contractual Services	~~$ 91,672.00~~	$ 6,128.00	$ 97,800.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 219,362.00~~	$ 6,128.00	$ 225,490.00

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	~~$ 219,362.00~~	$ 6,128.00	$ 225,490.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	~~$ 219,362.00~~	$ 6,128.00	$ 225,490.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2023 **Estimated Program Completion:** 6/30/2024

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

Ordinance 23-073 **Date Revised:** 6/27/2023
Passed:

PROGRAM DESCRIPTION:

The Absalom Jones Senior Center provides a variety of services to the elderly population in the neighboring community including: transportation to the center, adult programs, activities and social services.

~~6/13/2023~~ 8/29/2023

Introduced by: Mr. Hollins, Mr. Street
Date of introduction: August 29, 2023

ORDINANCE NO. 23-115

**AMEND THE GRANTS BUDGET:
APPROPRIATE FEDERAL FUNDS OF $142,380 PASSED THROUGH THE CITY OF WILMINGTON FROM THEIR ESG-CV FUNDS TO THE HOPE CENTER ESG-CV COW GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

WHEREAS, New Castle County has been awarded $142,380 in federal funding passed through the City of Wilmington from their ESG-CV funds to the Hope Center ESG-CV COW Grant; and

WHEREAS, the grant funding will be used to assist with covering the cost of shelter beds at the Hope Center for clients referred by the Housing Alliance of Delaware; and

WHEREAS, the County Executive has determined that grants anticipated to be received from the City of Wilmington passed through the U.S. Department of Housing and Urban Development (HUD) will be 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 Exhibits "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. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactively to November 1, 2022.

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 federal funds of $142,380 passed through the City of Wilmington from their ESG-CV funds to the Hope Center ESG-CV COW Grant which will be administered by the Department of Community Services, Division of Community Development and Housing. These funds will be used to assist with covering the cost of shelter beds at the Hope Center for clients referred by the Housing Alliance of Delaware.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactively to November 1, 2022.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating federals funds of $142,380 passed through the City of Wilmington from their ESG-CV funds to the Hope Center ESG-CV COW Grant, which will be administered by the Department of Community Services, Division of Community Development and Housing.

This increase will affect FY2024 only, since the targeted program completion date for this grant is September 15, 2023.

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

GRANT TITLE: HOPE Center ESG-CV COW **Ordinance No.** 23-115

PROGRAM TITLE: HOPE Center ESG-CV COW

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ 142,380.00	$ -	$ 142,380.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 142,380.00	$ -	$ 142,380.00

Revenue	Current	Change	Revised
Federal	$ 142,380.00	$ -	$ 142,380.00
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 142,380.00	$ -	$ 142,380.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 11/1/2022 **Estimated Program Completion:** 9/15/2023

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

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

This grant will assist with covering the cost of shelter beds at the HOPE Center for clients referred by the Housing Alliance of Delaware.

8/29/2023

Introduced by: Mr. Bell, Ms. Hartley-Nagle
Date of introduction: August 29, 2023

ORDINANCE NO. 23-116

**AMEND THE GRANTS BUDGET:
APPROPRIATE $50,500.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF JUSTICE – SPECIAL LAW ENFORCEMENT ASSISTANCE FUND (SLEAF) TO THE SLEAF – VIKEN HANDHELD X-RAY IMAGER GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, funding has been awarded from the State of Delaware, Department of Justice-Special Law Enforcement Assistance Fund (SLEAF), to the New Castle County Department of Public Safety SLEAF – Viken Handheld X-Ray Imager Grant; and

WHEREAS, this funding will be used by the New Castle County Department of Public Safety, Division of Police for the purchase of the Viken Handheld X-Ray Imager to be used by the Evidence Detection Unit; and

WHEREAS, the County Executive has determined that funds received 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 is considered to be 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. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 13, 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 $50,500.00 from the State of Delaware, Department of Justice-Special Law Enforcement Assistance Fund (SLEAF) to the SLEAF – Viken Handheld X-Ray Imager Grant. These funds will be used by the New Castle County Department of Public Safety, Division of Police for the purchase of the Viken Handheld X-Ray Imager to be used by the Evidence Detection Unit.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 13, 2023.

FISCAL NOTE: This Ordinance, if approved, will appropriate $50,500.00 from the State of Delaware, Department of Justice-Special Law Enforcement Assistance Fund (SLEAF) to the SLEAF – Viken Handheld X-Ray Imager Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $50,500.00. This increase will impact FY2024 only, since the targeted program completion date of this award is June 30, 2024. There will be no fiscal impact beyond FY2024 as a result of this grant award.

DEPARTMENT: Public Safety **EXHIBIT:** "A"

GRANT TITLE: SLEAF- VIKEN HANDHELD XRAY IMAGER **Ordinance No.** 23-116

PROGRAM TITLE: SLEAF- VIKEN HANDHELD XRAY IMAGER

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	$ -	$ -	$ -
Equipment	$ 50,500.00	$ -	$ 50,500.00
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	$ 50,500.00	$ -	$ 50,500.00

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ 50,500.00	$ -	$ 50,500.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	$ 50,500.00	$ -	$ 50,500.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 6/13/2023 **Estimated Program Completion:** 6/30/2024

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

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

Funding will allow for the purchase of the Viken Handheld X-Ray Imager to be used by the Evidence Detection Unit.

8/29/2023

Introduced by: Mr. Carter
Date of introduction: August 29, 2023

ORDINANCE NO. 23-117

TO PROVIDE FOR THE INSTALLATION OF TRADITIONAIRE STREET LIGHTS WITH LIGHT EMITTING DIODE (LED) BULBS IN THE COPPERLEAF AT BACK CREEK EAST AND WEST SUBDIVISION LOCATED IN THE ST. GEORGES HUNDRED AND FOR A LIGHT TAX BASED ON THE COST OF STREET LIGHTS

WHEREAS, a petition has been filed with the Clerk of New Castle County Council for the establishment of a street light tax district in the **COPPERLEAF AT BACK CREEK EAST AND WEST SUBDIVISION** and for the installation of Traditionaire street lights with 70 watt light emitting diode (LED) bulbs, therein.

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

Section 1. The County Executive is hereby authorized to execute a contract, in accordance with 9 *Del. C.* Chapter 21, to provide TRADITIONAIRE street lights with 70 watt light emitting diode (LED) bulbs, according to the standards established by the New Castle County Department of Land Use, to be erected along BRONZELEAF DRW., BRONZELEAF DRE., CROWNLEAF DR., IRONLEAF DR., GOLDLEAF DRW, GOLDLEAF DRE., and COPPERLEAF DR. as set forth in the petition.

Section 2. The properties set forth in the petition shall be subject to an annual tax based upon the full annual cost of the street lighting in an amount to be provided for in the Annual Revenue Ordinance.

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 Council
of New Castle County

Approved on:

_____
County Executive
New Castle County

SYNOPSIS: This Ordinance approves the installation of TRADITIONAIRE street lights with 70 watt light emitting diode (LED) bulbs in the COPPERLEAF AT BACK CREEK EAST AND WEST SUBDIVISION.

FISCAL NOTE: This Ordinance provides for the installation of TRADITIONAIRE street lights with 70 watt light emitting diode (LED) bulbs and the assessment of a light tax based on the rates set in the Annual Revenue Ordinance.

The light tax assessed on these COPPERLEAF AT BACK CREEK EAST AND WEST SUBDIVISION properties set forth in the petition filed with the Clerk of County Council will be billed in conjunction with the annual property tax billing. The increased expenditure to the County resulting from the installation and maintenance will be offset by the increased revenues realized from the light tax assessment.

Matthew Meyer
County Executive

J. Brian Maxwell
Chief Financial Officer

OFFICE OF FINANCE

BUILDERS PETITION FOR STREET LIGHTING

STATE OF PENNSYLVANIA :

SS :

CHESTER COUNTY :

TO: The Honorable President and Members of County Council of New Castle County, Delaware

BE IT KNOWN, that on this 25th Day of July, A.D. 2023 personally appeared before me, the undersigned Notary Public, Daniel Stewart, of the State of Delaware, known to me as such, and being first duly sworn by me according to law, stated and said as follows:

1.US Home, LLC holds record title to Copperleaf at Back Creek East & West, a subdivision located in St. Georges Brandywine Hundred, New Castle County, Delaware, the metes and bounds for which are set forth in the Deed dated March 7th, 2022, between Clayton Farms Property LLC as grantors, and US Home, LLC grantee, recorded in the Office for the Recorder of Deeds in and for New Castle County at Wilmington, Delaware, in Deed Instrument Number 20220307-0026817, a copy of which is attached hereto and made a part hereof as EXHIBIT A. A substantially reduced copy of the record subdivision plan for the portion of the lands known as Copperleaf at Back Creek, New Castle County, Delaware, being known as Subdivision Instrument No.20220126-0011884, is attached hereto and made a part hereof as EXHIBIT B.

2.US Home, LLC as sole owner of Copperleaf at Back Creek East & West, an unincorporated community in St. Georges Brandywine Hundred, New Castle County, Delaware, hereby petitions New Castle County pursuant to 9 Del. C. 2101 et seq. (Rev. 1974) to enter into a contract for the purpose of providing light for the streets running through and within Copperleaf at Back Creek East & West, the boundary lines of which are set forth on EXHIBIT A attached hereto and made part hereof, and more visually represented in EXHIBIT B attached hereto and made part hereof.

3. The type of streetlights being requested are Traditionaire.

4. List names of all streets you wish to have lights installed on Copperleaf Drive, Goldleaf Drive East & West, Bronzeleaf Drive East & West, Ironleaf Drive and Crownleaf Drive.

BY _____
Daniel Stewart

BY _____

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

_____
Notary Public

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

EXHIBIT A

Tax Parcel Nos.: Formerly 13-011.00-021 and
13-011.00-166;
Now as shown on "Exhibit A"

20220307-0026817
P: 1 of 9 F:$675.00
3/7/2022 2:22:17 PM
Michael E. Kozikowski T20220014374
New Castle Recorder DEE
NC: $39,750.00 State: $39,750.00

Prepared By and Return To:
Geoffrey L. Grosso, Esquire
Tarabicos, Grosso & Hoffman, LLP
One Corporate Commons
100 W. Commons Blvd., Suite 415
New Castle, DE 19720

DEED

THIS DEED, made this 1st day of March, 2022,

CLAYTON FARMS PROPERTY LLC a Delaware limited liability company, party of the first part,

A N D

U.S. HOME, LLC, a Delaware limited liability company, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the party of the second part, its successors or assigns, in fee:

Tax Parcel Number 13-011.00-021:

ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate in St. Georges Brandywine Hundred, New Castle County and State of Delaware, being Lot 1 on the Subdivision Plan for Lands of Clayton Farms Property, LLC, as prepared by Landmark Science and Engineering, dated February 24, 2017, modified March 1, 2017, and on the ALTA/NSPS Land Title Survey for Copperleaf at Back Creek, as prepared by Landmark Science and Engineering, dated March 29, 2019, last modified July 2, 2019, and being more particularly bounded and described in accordance, as follows, to wit:

BEGINNING at an existing concrete monument on the southerly side of Churchtown Road (width varies) said existing concrete monument being a common corner for lands now or formerly of Clayton Farms Property, LLC (Tax Parcel No. 13-011.00-021) and the Subdivision of Fox Hunter Crossing (Microfilm #012694) as shown of the Administrative Subdivision Plan for Clayton Farms Property, LLC dated February 24, 2017, prepared by Landmark Science & Engineering.

THENCE along the Subdivision of Fox Hunter Crossing S 32° 52' 27" E, 4,150.13' to a point;

THENCE along lands now or formerly Lamborn Holding Co./Delmarva Power & Light Co. (Tax Parcel No. 13-011.00-042, Microfilm #004009) the following two (2) courses and distances:

1. S 55° 59' 24" W, 354.23' to a point; and,
2. S 60° 58' 08" W, 798.97' to a point;

THENCE along Lot 2 Administrative Subdivision Plan for Clayton Farms Property, LLC the following ten (10) courses and distances:

1. N 25° 28' 16" W, 1,257.68' to a point;
2. N 32° 56' 49" W, 644.71' to a point;
3. N 03° 50' 07" E, 60.00' to a point:
4. By an arc of a circle curving to the right a distance of 591.38' (R=450.00' Chord = N 48° 30' 59" W, 549.73') to a point; and,
5. N 10° 52' 05" W, 446.08' to a point;
6. By an arc of a circle curving to the left a distance of 71.44' (R=530.00' Chord = N 14° 43' 46" W, 71.38') to a point;
7. N 18° 35' 26" W, 402.41' to a point;
8. By an arc of a circle curving to the left a distance of 183.07' (R = 530.00' Chord = N 28° 29' 10" W, 182.16') to a point;
9. N 38° 22 53" W, 425.03'; and,
10. By an arc of a circle curving to the right a distance of 78.58' (R=50.00' Chord = N 06° 38' 40" E, 70.74') to a point on the southerly side of Churchtown Road.

THENCE along the southerly side of Churchtown Road the following two (2) courses and distances:

1. N 51° 40' 13" E, 498.45' to a point; and
2. By an arc of a circle curving to the left a distance of 305.08' (R = 1,690.00' Chord = N 46° 29' 55" E, 304.67') to an existing concrete monument and first mention point.

CONTAINING within said metes and bounds 92.515+/- acres.

Tax Parcel Number 13-011.00-166:

ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate in St. Georges Brandywine Hundred, New Castle County and State of Delaware, being Lot 2 on the Subdivision Plan for Lands of Clayton Farms Property, LLC, as prepared by Landmark Science and Engineering, dated February 24, 2017, modified March 1, 2017, and on the ALTA/NSPS Land Title Survey for Copperleaf at Back Creek, as prepared by Landmark Science and Engineering, dated March 29, 2019, last modified July 2, 2019, and being more particularly bounded and described in accordance, as follows, to wit:

BEGINNING at a point, said point being located the following two (2) courses and distances along the southerly side of Churchtown Road (width varies) from an existing concrete

monument said existing concrete monument being a common corner for lands now or formerly of Clayton Farms Property, LLC (Tax Parcel No. 13-011.00-021) and the Subdivision of Fox Hunter Crossing (Microfilm #012694) as shown of the Administrative Subdivision Plan for Clayton Farms Property, LLC dated February 24, 2017, prepared by Landmark Science & Engineering.

1. By an arc of a circle curving to the right a distance of 305.08' (R = 1,690.00' Chord = S 46° 29' 55" W, 304.67') to a point; and,
2. S 51° 40' 13" W, 498.45' to the point of beginning.

THENCE from the point of beginning along Lot 1 Administrative Subdivision Plan for Clayton Farms Property, LLC the following ten (10) courses and distances:

1. By an arc of a circle curving to the left a distance of 78.58' (R = 50.00' Chord = S 06° 38' 40" W, 70.74') to a point;
2. S 38° 22' 53" E, 425.03' to a point;
3. By an arc of a circle curving to the right a distance of 183.07' (R = 530.00' Chord = S 28° 29' 10" E, 182.16') to a point;
4. S 18° 35' 26" E, 402.41' to a point;
5. By an arc of a circle curving to the right a distance of 71.44' (R = 530.00' Chord = S 14° 43' 46" E, 71.38') to a point;
6. S 10° 52' 05" E, 446.08' to a point;
7. By an arc of a circle curving to the left a distance of 591.38' (R = 450.00' Chord = S 48° 30' 59" E, 549.73') to a point;
8. S 03° 50' 07" W, 60.00' to a point;
9. S 32° 56' 49" E, 644.71' to a point; and,
10. S 25° 28' 16" E, 1257.68' to a point.

THENCE along lands now or formerly Odom Subdivision/Delmarva Power & Light Co. Electric Facilities (Tax Parcel No. 13-011.00-051, Microfilm #004010) the following three (3) courses and distances:

1. S 69° 52' 24" W, 994.04' to a point;
2. N 72° 33' 01" W 450.83' to a point; and,
3. N 57° 33' 01" W, 854.02' to a point.

THENCE along the Subdivision of Wheatland (Microfilm #010464) the following three (3) courses and distances:

1. N 12° 08' 31" E, 13.31' to a point;
2. N 07° 45' 06" W, 1,460.74' to a point; and,
3. N 07° 17' 18" W, 1,467.52' to an existing concrete monument on the southerly side of Churchtown Road.

THENCE along the southerly side of Churchtown Road the following two (2) courses and distances:

1. By an arc of a circle curving to the left a distance of 393.70' (R = 1,180.00' Chord = N 61° 13' 42" E, 391.87') to a point; and,
2. N 51° 40' 13" E, 316.80' to the first mentioned point and place of beginning.

CONTAINING within said metes and bounds 111.344+/- acres.

SUBJECT TO ALL covenants, conditions, restrictions, plans and easements of record, if any, which by their terms apply to the property described above, this reference to which shall not be construed to reimpose any such covenants, conditions, restrictions, plans and easements of record which have otherwise lapsed, expired or have otherwise been terminated in accordance with their terms or otherwise as applicable.

BEING the same lands and premises which Clayton Farms Property LLC, a Delaware limited liability company, by Confirmatory Deed dated April 7, 2017, and recorded May 2, 2017, in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware, as Instrument Number 20170502-0021778, did grant and convey unto Clayton Farms Property LLC, a Delaware limited liability company, party of the first part herein, in fee, the purpose of the 2017 deed being a subdivision of lands into two tax parcels. The legal description was further corrected by that certain Confirmatory Deed, to be recorded in the Office aforesaid, on or about the date hereof.

Grantee's address:
1285 Drummers Lane
Suite 100
Wayne, PA 19087

[***Signature on following page***]

[redacted]

IN WITNESS WHEREOF, the said party of the first part has caused this Deed to be executed and sealed the day and year aforesaid.

Signed, Sealed and Delivered in the
Presence of:

WITNESS

CLAYTON FARMS PROPERTY LLC, a
Delaware limited liability company

_____

By: Thomas F. Harrison (SEAL)
Name: Thomas F. Harrison
Title: Manager

STATE OF ~~DELAWARE~~ Massachusetts)
) SS.
COUNTY OF ~~NEW CASTLE~~ Middlesex)

BE IT REMEMBERED, that on this 13th day of November, 2021 came before me, the Subscriber, a Notary Public, in and for the State and County aforesaid, Thomas Harrison, Manager of Clayton Farms Property LLC, a Delaware limited liability company, 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 the Company.

TAIBA ALAM
Notary Public
Massachusetts
My Commission Expires
Mar 24, 2028

Notary Public
Print Name: Taiba Alam
My Commission Expires: March 24, 2028

00056288.DOC.2

"EXHIBIT A"

COPPERLEAF AT BACK CREEK – EAST SIDE

TAX PARCEL LIST

	LOT NUMBER	PARCEL NUMBER	ADDRESS
1	1	13-011.00-021	1190 Churchtown Rd.
2	1E	13-011.40-108	203 E. Goldleaf Dr.
3	2E	13-011.40-109	205 E. Goldleaf Dr.
4	3E	13-011.40-110	207 E. Goldleaf Dr.
5	4E	13-011.40-111	209 E. Goldleaf Dr.
6	5E	13-011.40-118	213 E. Goldleaf Dr.
7	6E	13-011.40-119	215 E. Goldleaf Dr.
8	7E	13-011.40-120	217 E. Goldleaf Dr.
9	8E	13-011.40-121	219 E. Goldleaf Dr.
10	9E	13-011.40-122	221 E. Goldleaf Dr.
11	10E	13-011.40-123	223 E. Goldleaf Dr.
12	11E	13-011.40-124	225 E. Goldleaf Dr.
13	12E	13-011.40-128	227 E. Goldleaf Dr.
14	13E	13-011.40-127	229 E. Goldleaf Dr.
15	14E	13-011.40-126	231 E. Goldleaf Dr.
16	15E	13-011.40-125	233 E. Goldleaf Dr.
17	16E	13-011.40-113	204 E. Goldleaf Dr.
18	17E	13-011.40-114	206 E. Goldleaf Dr.
19	18E	13-011.40-116	230 E. Goldleaf Dr.
20	19E	13-011.40-115	232 E. Goldleaf Dr.
21	20E	13-011.40-135	1202 E. Bronzeleaf Dr.
22	21E	13-011.40-136	1204 E. Bronzeleaf Dr.
23	22E	13-011.40-137	1206 E. Bronzeleaf Dr.
24	23E	13-011.40-138	1208 E. Bronzeleaf Dr.
25	24E	13-011.40-139	1210 E. Bronzeleaf Dr.
26	25E	13-011.40-140	1216 E. Bronzeleaf Dr.
27	26E	13-011.40-142	1220 E. Bronzeleaf Dr.
28	27E	13-011.40-143	1222 E. Bronzeleaf Dr.
29	28E	13-011.40-144	1224 E. Bronzeleaf Dr.
30	29E	13-011.40-129	1203 E. Bronzeleaf Dr.
31	30E	13-011.40-130	1205 E. Bronzeleaf Dr.
32	31E	13-011.40-131	1207 E. Bronzeleaf Dr.
33	32E	13-011.40-132	1209 E. Bronzeleaf Dr.
34	33E	13-011.40-133	1211 E. Bronzeleaf Dr.
35	34E	13-011.40-134	1213 E. Bronzeleaf Dr.
36	35E	13-011.40-145	1217 E. Bronzeleaf Dr.
37	36E	13-011.40-146	1219 E. Bronzeleaf Dr.
38	37E	13-011.40-147	1221 E. Bronzeleaf Dr.
39	38E	13-011.40-148	1223 E. Bronzeleaf Dr.
40	39E	13-011.40-149	1225 E. Bronzeleaf Dr.
41	40E	13-011.40-177	542 Ironleaf Dr.
42	41E	13-011.40-178	540 Ironleaf Dr.

43	42E	13-011.40-179	538 Ironleaf Dr.
44	43E	13-011.40-180	536 Ironleaf Dr.
45	44E	13-011.40-181	534 Ironleaf Dr.
46	45E	13-011.40-182	532 Ironleaf Dr.
47	46E	13-011.40-183	530 Ironleaf Dr.
48	47E	13-011.40-184	528 Ironleaf Dr.
49	48E	13-011.40-176	526 Ironleaf Dr.
50	49E	13-011.40-175	524 Ironleaf Dr.
51	50E	13-011.40-174	522 Ironleaf Dr.
52	51	13-011.40-173	520 Ironleaf Dr.
53	52E	13-011.40-158	516 Ironleaf Dr.
54	53E	13-011.40-157	514 Ironleaf Dr.
55	54E	13-011.40-156	512 Ironleaf Dr.
56	55E	13-011.40-155	510 Ironleaf Dr.
57	56E	13-011.40-154	508 Ironleaf Dr.
58	57E	13-011.40-153	506 Ironleaf Dr.
59	58E	13-011.40-152	504 Ironleaf Dr.
60	59E	13-011.40-151	502 Ironleaf Dr.
61	60E	13-011.40-161	541 Ironleaf Dr.
62	61E	13-011.40-163	539 Ironleaf Dr.
63	62E	13-011.40-165	537 Ironleaf Dr.
64	63E	13-011.40-167	535 Ironleaf Dr.
65	64E	13-011.40-169	533 Ironleaf Dr.
66	65E	13-011.40-171	531 Ironleaf Dr.
67	66E	13-011.40-170	513 Ironleaf Dr.
68	67E	13-011.40-168	511 Ironleaf Dr.
69	68E	13-011.40-166	509 Ironleaf Dr.
70	69E	13-011.40-164	507 Ironleaf Dr.
71	70E	13-011.40-162	505 Ironleaf Dr.
72	71E	13-011.40-160	503 Ironleaf Dr.
73	PRIOPSP	13-011.40-159	501 Ironleaf Dr.
74	PRIOPSP	13-011.40-150	235 E. Goldleaf Dr.
75	PRIOPSP	13-011.40-117	218 E. Goldleaf Dr.
76	PRIOPSP	13-011.40-112	234 E. Goldleaf Dr.
77	PRIOPSP	13-011.40-141	1200 E. Bronzeleaf Dr.
78	PUBROW	13-011.40-187	0 Copperleaf Dr.
79	PUBROW	13-011.40-186	0 Copperleaf Dr.
80	PRIOPSP	13-011.40-185	518 Ironleaf Dr.
81	PRIOPSP	13-011.40-172	523 Ironleaf Dr.

COPPERLEAF AT BACK CREEK – WEST SIDE

TAX PARCEL LIST

	LOT NUMBER	PARCEL NUMBER	ADDRESS
1	1W	13-011.40-192	1402 W. Goldleaf Dr.
2	2	13-011.00-166	1250 Churchtown Rd.
3	2W	13-011.40-191	1404 W. Goldleaf Dr.
4	3W	13-011.40-190	1406 W. Goldleaf Dr.
5	4W	13-011.40-189	1410 W. Goldleaf Dr.
6	5W	13-011.40-188	1412 W. Goldleaf Dr.
7	6W	13-011.40-193	1414 W. Goldleaf Dr.
8	7W	13-011.40-194	1416 W. Goldleaf Dr.
9	8W	13-011.40-195	1418 W. Goldleaf Dr.
10	9W	13-011.40-196	1420 W. Goldleaf Dr.
11	10W	13-011.40-205	1422 W. Goldleaf Dr.
12	11W	13-011.40-206	1426 W. Goldleaf Dr.
13	12W	13-011.40-207	1428 W. Goldleaf Dr.
14	13W	13-011.40-208	1430 W. Goldleaf Dr.
15	14W	13-011.40-200	1403 W. Goldleaf Dr.
16	15W	13-011.40-199	1405 W. Goldleaf Dr.
17	16W	13-011.40-198	1407 W. Goldleaf Dr.
18	17W	13-011.40-201	1427 W. Goldleaf Dr.
19	18W	13-011.40-202	1429 W. Goldleaf Dr.
20	19W	13-011.40-203	1431 W. Goldleaf Dr.
21	20W	13-011.40-214	302 W. Bronzeleaf Dr.
22	21W	13-011.40-213	304 W. Bronzeleaf Dr.
23	22W	13-011.40-212	306 W. Bronzeleaf Dr.
24	23W	13-011.40-211	308 W. Bronzeleaf Dr.
25	24W	13-011.40-210	310 W. Bronzeleaf Dr.
26	25W	13-011.40-209	312 W. Bronzeleaf Dr.
27	26W	13-011.40-215	314 W. Bronzeleaf Dr.
28	27W	13-011.40-216	316 W. Bronzeleaf Dr.
29	28W	13-011.40-217	318 W. Bronzeleaf Dr.
30	29W	13-011.40-218	320 W. Bronzeleaf Dr.
31	30W	13-011.40-229	322 W. Bronzeleaf Dr.
32	31W	13-011.40-230	324 W. Bronzeleaf Dr.
33	32W	13-011.40-231	326 W. Bronzeleaf Dr.
34	33W	13-011.40-232	328 W. Bronzeleaf Dr.
35	34W	13-011.40-233	330 W. Bronzeleaf Dr.
36	35W	13-011.40-234	332 W. Bronzeleaf Dr.
37	36W	13-011.40-235	334 W. Bronzeleaf Dr.
38	37W	13-011.40-223	303 W. Bronzeleaf Dr.
39	38W	13-011.40-222	305 W. Bronzeleaf Dr.
40	39W	13-011.40-221	307 W. Bronzeleaf Dr.
41	40W	13-011.40-220	309 W. Bronzeleaf Dr.
42	41W	13-011.40-224	327 W. Bronzeleaf Dr.
43	42W	13-011.40-225	329 W. Bronzeleaf Dr.
44	43W	13-011.40-226	331 W. Bronzeleaf Dr.

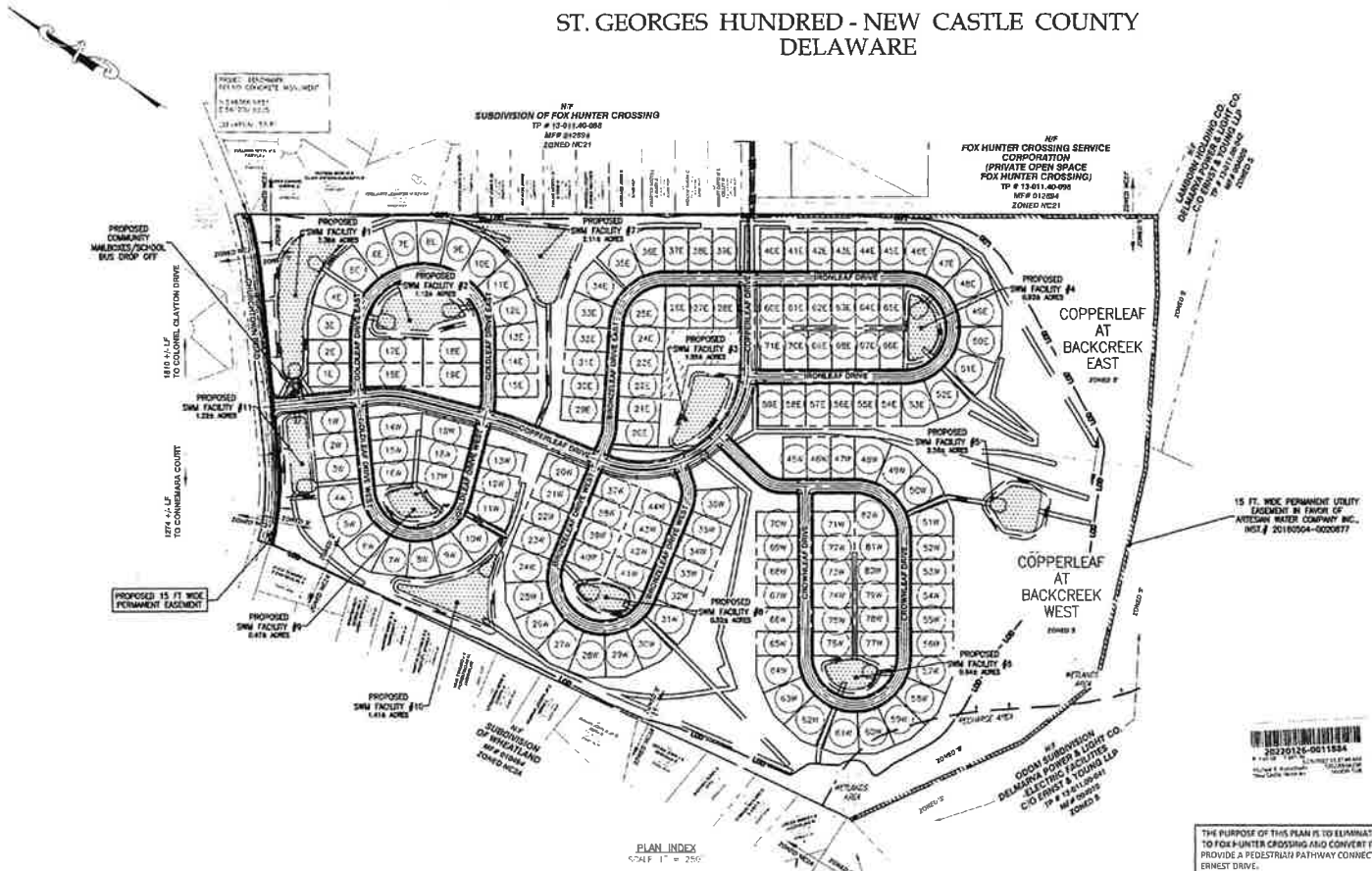
45	44W	13-011.40-227	333 W. Bronzeleaf Dr.
46	45W	13-011.40-262	407 Crownleaf Dr.
47	46W	13-011.40-263	409 Crownleaf Dr.
48	47W	13-011.40-264	411 Crownleaf Dr.
49	48W	13-011.40-265	413 Crownleaf Dr.
50	49W	13-011.40-266	415 Crownleaf Dr.
51	50W	13-011.40-267	417 Crownleaf Dr.
52	51W	13-011.40-275	421 Crownleaf Dr.
53	52W	13-011.40-274	423 Crownleaf Dr.
54	53W	13-011.40-273	425 Crownleaf Dr.
55	54W	13-011.40-272	427 Crownleaf Dr.
56	55W	13-011.40-271	429 Crownleaf Dr.
57	56W	13-011.40-270	431 Crownleaf Dr.
58	57W	13-011.40-269	433 Crownleaf Dr.
59	58W	13-011.40-268	435 Crownleaf Dr.
60	59W	13-011.40-247	437 Crownleaf Dr.
61	60W	13-011.40-246	439 Crownleaf Dr.
62	61W	13-011.40-245	441 Crownleaf Dr.
63	62W	13-011.40-244	445 Crownleaf Dr.
64	63W	13-011.40-243	447 Crownleaf Dr.
65	64W	13-011.40-236	449 Crownleaf Dr.
66	65W	13-011.40-237	451 Crownleaf Dr.
67	66W	13-011.40-238	453 Crownleaf Dr.
68	67W	13-011.40-239	455 Crownleaf Dr.
69	68W	13-011.40-240	457 Crownleaf Dr.
70	69W	13-011.40-241	459 Crownleaf Dr.
71	70W	13-011.40-242	461 Crownleaf Dr.
72	71W	13-011.40-254	460 Crownleaf Dr.
73	72W	13-011.40-253	458 Crownleaf Dr.
74	73W	13-011.40-252	456 Crownleaf Dr.
75	74W	13-011.40-251	454 Crownleaf Dr.
76	75W	13-011.40-250	452 Crownleaf Dr.
77	76W	13-011.40-249	450 Crownleaf Dr.
78	77W	13-011.40-256	430 Crownleaf Dr.
79	78W	13-011.40-257	428 Crownleaf Dr.
80	79W	13-011.40-258	426 Crownleaf Dr.
81	80W	13-011.40-259	424 Crownleaf Dr.
82	81W	13-011.40-260	422 Crownleaf Dr.
83	82W	13-011.40-261	416 Crownleaf Dr.
84	PUBROW	13-011.40-277	1230 Churchtown Rd.
85	PRIOPSP	13-011.40-276	336 W. Bronzeleaf Dr.
86	PRIOPSP	13-011.40-255	462 Crownleaf Dr.
87	PRIOPSP	13-011.40-248	440 Crownleaf Dr.
88	PRIOPSP	13-011.40-204	1401 W. Goldleaf Dr.
89	PRIOPSP	13-011.40-197	1417 W. Goldleaf Dr.
90	PRIOPSP	13-011.40-228	335 W. Bronzeleaf Dr.
91	PRIOPSP	13-011.40-219	317 W. Bronzeleaf Dr.

EXHIBIT B

APPLICATION NO. 2021-0638(S)
RECORD RESUBDIVISION PLAN
FOR

COPPERLEAF AT BACK CREEK EAST
COPPERLEAF AT BACK CREEK WEST

ST. GEORGES HUNDRED - NEW CASTLE COUNTY
DELAWARE





LOCATION MAP 1"=800'



KEY MAP 1"=1,500'

LEGEND

EXISTING BUILDING
EXISTING TREE LINE
EXISTING FENCE
EXISTING RECHARGE AREA
EXISTING EDGE OF WETLAND BOUNDARY
PROPOSED PCC CURB TYPE A-6
PROPOSED PCC SIDEWALK
PROPOSED HANDICAP RAMP
PROPOSED BUILDING
PROPOSED LOT LINE
PROPOSED BUILDING SETBACK
PROPOSED STORMWATER MANAGEMENT AREA
PROPOSED FOREST BUFFER AREA
PROPOSED FIRE HYDRANT
PROPOSED FENCE
LOD PROPOSED LIMIT OF DISTURBANCE
PROPOSED MONUMENT
PROPOSED EASEMENT
PROPOSED LOT NUMBER
PROPOSED SHARED USE PATH
XXX PROPOSED ADDRESS
SEPTIC LOT LOCATION
SEPTIC SYSTEM
ARTESIAN WATER CO. INC. EASEMENT

THE PURPOSE OF THIS PLAN IS TO ELIMINATE THE STREET CONNECTION TO FOX HUNTER CROSSING AND CONVERT IT TO OPEN SPACE AND PROVIDE A PEDESTRIAN PATHWAY CONNECTING COPPERLEAF DRIVE TO ERNEST DRIVE.

CERTIFICATION OF PLAN ACCURACY

CERTIFICATION OF DEVELOPER
Robert Supple OF FOX-HUNTER, LLC, HEREBY CERTIFY THAT I AM THE DEVELOPER OF THE PROPERTY WHICH IS SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE REGULATIONS OF THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.
SIGNATURE 12-22-2021 DATE

CERTIFICATION OF OWNERSHIP
I, [illegible] OF CHARTER OAKS HOMES, L.L.C. HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY WHICH IS SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE REGULATIONS OF THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.
SIGNATURE 12-22-2021 DATE

CERTIFICATION OF PLAN APPROVAL
APPROVED: 1-24-22 DATE by [signature] GENERAL MANAGER
FOR DEPARTMENT OF LAND USE OF NEW CASTLE COUNTY
APPROVED: 1-24-22 DATE [signature] GENERAL MANAGER
FOR COUNTY COUNCIL OF NEW CASTLE COUNTY

811 Know what's below. Call before you dig.
MISS UTILITY PHONE 1-800-282-8555
PROTECT YOURSELF ONE THREE WORKING DAYS NOTICE

APPLICATION NO. 2021-0638(S)
RECORD RESUBDIVISION PLAN
FOR
COPPERLEAF AT BACK CREEK EAST
COPPERLEAF AT BACK CREEK WEST
ST. GEORGES HUNDRED - NEW CASTLE COUNTY, DELAWARE

OWNER/DEVELOPER
CLAYTON PARK VENTURE, L.L.C.
91 JORDAN STREET, SUITE 101
LEWES, DE 19958
(302) 313-5477

DESIGNER
LANDMARK SCIENCE & ENGINEERING
2 CONTINENTAL TRAIL
SUITE 102
NEW CASTLE, DE 19720
PHONE: (302) 323-9372
FAX: (302) 323-9378
WWW.LANDMARKSCIENCE.COM

Landmark Science & Engineering

CR-01

23-117

Introduced by: Mr. Sheldon, Mr. Carter
Date of introduction: August 29, 2023

ORDINANCE NO. 23-118

AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $100,000 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2024 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF PUBLIC WORKS, GENERAL PARKLAND IMPROVEMENTS 2021 CAPITAL PROJECT

WHEREAS, the Department of Public Works has received documentation certifying that the State of Delaware Fiscal Year 2024 Bond and Capital Improvements Act (152ND General Assembly, Senate Bill 160, signed into law June 30, 2023) has appropriated $100,000 to New Castle County from the Community Redevelopment/Reinvestment Fund for park improvements; and

WHEREAS, $50,000 is allocated for Sheridan Square Park Improvements and $50,000 is allocated for Sherwood Park.

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

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2023 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, 2023 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 $100,000 is appropriated to the Department of Public Works, General Parkland Improvements 2021 Capital Project to fund Sheridan Square Park Improvements and Sherwood 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.

Section 4. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2023.

Adopted by County Council of
New Castle County on:

_____
President of County Council
of New Castle County

Approved on:

_____
County Executive

SYNOPSIS: This Ordinance, if approved, will appropriate $100,000 in funding received from the State of Delaware Fiscal Year 2024 Bond and Capital Improvements Act (152nd General Assembly, Senate Bill 160, signed into law June 30, 2023) from the Community Redevelopment/Reinvestment Fund to the General Parkland Improvements 2021 Capital Project for Sheridan Square Park Improvements and Sherwood Park.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2023.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2024 Capital Budget by appropriating $100,000 in funding received from the State of Delaware Fiscal Year 2024 Bond and Capital Improvements Act (152nd General Assembly, Senate Bill 160, signed into law June 30, 2023) to the General Parkland Improvements 2021 Capital Project for Sheridan Square Park Improvements and Sherwood Park.

The revised FY2024 Capital Budget amount for the General Parkland Improvements 2021 Capital Project will be $100,000.

The revised FY2024 New Castle County Capital Budget grand total will be $75,678,163.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2024

DEPARTMENT OF ADMINISTRATION		
Land Use Information System	$	3,000,000
Subtotal	$	3,000,000
DEPARTMENT OF COUNTY EXECUTIVE		
Executive GF Capital Contingency	$	500,000
Executive SF Capital Contingency		250,000
Subtotal	$	750,000
DEPARTMENT OF COMMUNITY SERVICES		
Absalom Jones Senior Center Kiln	$	85,000
Appoquinimink Library	$	7,000
Newark Library	$	19,200,000
Surratte Pool Renovations		125,000
Subtotal	$	19,417,000
DEPARTMENT OF PUBLIC SAFETY		
800MgHZ Communications Equipment	$	950,000
Cardiac Monitor 2023	$	945,148
Communications Upgrade		550,000
Public Safety Equipment		91,000
Public Safety Vest Protection Program		201,840
Subtotal	$	2,737,988
DEPARTMENT OF PUBLIC WORKS		
Facilities/Equipment		
Building Rehabilitation 2021	$	3,000,000
Electric Vehicle Infrastructure		1,800,000
Fleet Equipment 2021		(3,340)
Fleet Equipment 2022		(1,000,000)
Fleet Equipment 2024		6,179,272
General Roof Renovations		1,250,000
Government Center Electrical Upgrade		600,000
HVAC Replacement		2,400,000
Public Safety Parking Lot Lighting		300,000
Subtotal	$	14,525,932

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks

Agricultural Preservation		$ 1,500,000
Banning Park Improvements		500,000
Bechtel Park Improvements		2,000,000
Carousel Park		276,120
Delcastle Park Improvements		1,100,000
Game Court Improvements 2021		100,000
General Parkland Improvements 2021		100,000
General Parkland Improvements 2024-2025		2,250,000
Historic Structure Rehabilitation		3,000,000
Middle Run Valley Reforestation		300,000
Open Space Preservation		1,000,000
Park Bridge Replacements		300,000
Pavilion Renovations		100,000
Play Area Improvements 2024-2025		2,000,000
Rockwood Park		1,800,000
Weiss Park Improvements		700,000
Subtotal	~~16,926,120~~	$ 17,026,120

Sewer/Stormwater

Asset Management		$ 100,000
Backwater Valve Improvement		50,000
Christina River Force Main		4,400,000
Countywide Drainage		500,000
DelDOT Coordination Project 2021		2,000,000
Edgemoor System Rehabilitation		600,000
General Sewer Improvements		750,000
General Stormwater Improvements		358,954
North Delaware Interceptor System		650,000
Pump Station Rehabilitation 2024-2025		2,000,000
Sewer Fleet Equipment 2022		(650,000)
Sewer Fleet Equipment 2024		2,162,169
Sewer Repairs and Rehabilitation 2024-2025		1,000,000
Stoney Creek Basin		500,000
Stormwater Basin Renovation		725,000
Terminal Avenue System Rehabilitation		275,000
White Clay System Rehabilitation		2,800,000
Subtotal		$ 18,221,123
CAPITAL BUDGET TOTAL	**~~75,578,163~~**	**$ 75,678,163**

EXHIBIT B

PROJECT PROFILES
PUBLIC WORKS - PARKS (continued)

Project Name (Number): General Parkland Improvements 2021 (C302101)					
Description: Improvements in parks, including Hann, Banning, Delcastle Quad and Northcrest parks.				**Council Districts:** All	
Funding Schedule					
	Bonds	**Federal**	**State**	**Other**	**Total**
Prior Authorizations	$ 1,670,000	$ -	$ 29,692	$ 1,753,000	$ 3,452,692
FY2024		-			
			100,000		100,000
FY2025		-	-	-	-
FY2026		-	-	-	-
FY2027		-	-	-	-
FY2028		-	-	-	-
FY2029		-	-	-	-
Future Years	-	-	-	-	-
Total	**$ 1,670,000**	**$ -**	~~**$ 29,692**~~	**$ 1,753,000**	~~**$ 3,452,692**~~
			$ 129,692		**$ 3,552,692**
Available Authorizations:		**$ 1,750,445**			
Available Funding:		**$ 1,165,598**			
Operating Budget Impact:		**$ -**			

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

Small capital improvements including support of neighborhood park initiative; trail renovations in Penn Acres and Wilton Parks; stormwater pipe rehab in Hann Park; other minor capital improvements; and paving from Parks Open House Project List: Powell Ford Parking Lot and other paved surfaces for safety/ADA compliance. Sheridan Square Park Improvements and Sherwood Park.

Future Activity:

Small capital improvements of neighborhood parks.

Introduced by: Mr. Sheldon, Mr. Carter
Date of introduction: August 29, 2023

ORDINANCE NO. 23-119

AMEND THE FY2024 CAPITAL PROGRAM AND BUDGET: REALIGN AUTHORIZED FUNDING IN THE AMOUNT $1,600,000 WITHIN THE DEPARTMENT OF PUBLIC WORKS, BRANDYWINE LIBRARY HVAC CAPITAL PROJECT FROM BOND FUNDING TO STATE FUNDING AND REALIGN AUTHORIZED FUNDING IN THE AMOUNT OF $500,000 WITHIN THE DEPARTMENT OF PUBLIC WORKS, GENERAL ROOF RENOVATIONS CAPITAL PROJECT FROM BOND FUNDING TO STATE FUNDING

WHEREAS, the Department of Public Works has received documentation certifying that the State of Delaware Fiscal Year 2024 Bond and Capital Improvements Act (152ND General Assembly, Senate Bill 160, signed into law June 30, 2023) has appropriated $2,100,000 to New Castle County for Brandywine Hundred Library; and

WHEREAS, $1,600,000 of these funds will be used to help offset the cost of the upgrade to the Brandywine Hundred Library HVAC system and $500,000 will be used to help offset costs for the roof replacement at Brandywine Hundred Library; and

WHEREAS, authorized funding in the amount of $1,600,000 will be realigned from Bond funding to State funding in the Department of Public Works, Brandywine Library HVAC Capital Project; and

WHEREAS, authorized funding in the amount of $500,000 will be realigned from Bond funding to State funding in the Department of Public Works, General Roof Renovations Capital Project.

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

Section 1. The Capital Program Resolution for the fiscal year beginning July 1, 2023 is hereby amended by adding the material on the attached Exhibit "A," which shall be considered underscored in its entirety.

Section 2. Authorized funding in the amount of $1,600,000 will be realigned from Bond funding to State funding in the Department of Public Works, Brandywine Library HVAC Upgrade Capital Project to help offset the cost of the upgrade to the Brandywine Hundred Library HVAC system.

Section 3. Authorized funding in the amount of $500,000 will be realigned from Bond funding to State funding in the Department of Public Works, General Roof Renovations Capital Project to help offset costs for the roof replacement at Brandywine Hundred Library.

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.

Section 5. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to 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: This Ordinance, if approved, will appropriate $2,100,000 in funding received from the State of Delaware Fiscal Year 2024 Bond and Capital Improvements Act (152nd General Assembly, Senate Bill 160, signed into law June 30, 2023) to New Castle County for Brandywine Hundred Library. Authorized funding in the amount of $1,600,000 will be realigned from Bond funding to State funding in the Department of Public Works, Brandywine Library HVAC Capital Project and authorized funding in the amount of $500,000 will be realigned from Bond funding to State funding in the Department of Public Works, General Roof Renovations Capital Project. These funds will be used to help offset the cost of the upgrade to the Brandywine Hundred Library HVAC system and the roof replacement at Brandywine Hundred Library.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2023.

FISCAL NOTE: This Ordinance, if approved, will appropriate $2,100,000 in funding received from the State of Delaware Fiscal Year 2024 Bond and Capital Improvements Act (152nd General Assembly, Senate Bill 160, signed into law June 30, 2023) to New Castle County for Brandywine Hundred Library. Authorized funding in the amount of $1,600,000 will be realigned from Bond funding to State funding in the Department of Public Works, Brandywine Library HVAC Capital Project and authorized funding in the amount of $500,000 will be realigned from Bond funding to State funding in the Department of Public Works, General Roof Renovations Capital Project.

This realignment of funding will have no fiscal impact on the FY2024 Capital Budget as this a realignment of authorized funding sources. The FY2024 New Castle County Capital Budget grand total will remain $75,578,163.

EXHIBIT A

PROJECT PROFILES
PUBLIC WORKS - FACILITIES/EQUIPMENT (continued)

Project Name (Number): Brandywine Library HVAC Upgrade (C302107)

Description: Installation of new HVAC equipment. **Council Districts:** 2

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizations	$ 3,200,000	$ -	$ -	$ -	$ 3,200,000
FY2024		-			
	(1,600,000)		1,600,000		-
FY2025	-	-	-	-	-
FY2026	-	-	-	-	-
FY2027	-	-	-	-	-
FY2028	-	-	-	-	-
FY2029	-	-	-	-	-
Future Years	-	-	-	-	-
Total	~~**$ 3,200,000**~~	**$ -**	~~**$**~~	**$ -**	~~**$ 3,200,000**~~
	$ 1,600,000		**$ 1,600,000**		**$ 3,200,000**
Available Authorizations:		**$ 1,409**			
Available Funding:		**$ (1,998,591)**			
Operating Budget Impact:		**$ -**			

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

Complete the replacement of the HVAC system.

Future Activity:

Sunset project as of July 1, 2025.

EXHIBIT A

PROJECT PROFILES
PUBLIC WORKS - FACILITIES/EQUIPMENT (continued)

Project Name (Number): General Roof Renovations (C309909)

Major roof rehabilitation at various County facilities. **Council Districts:** All

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizations	$ 2,265,840	$ -	$ -	$ 160	$ 2,266,000
FY2024	~~1,250,000~~	-	~~—~~		~~1,250,000~~
	750,000		500,000		1,250,000
FY2025	-	-	-	-	-
FY2026	500,000	-	-	-	500,000
FY2027	500,000	-	-	-	500,000
FY2028	500,000	-	-	-	500,000
FY2029	250,000	-	-	-	250,000
Future Years	500,000	-	-	-	500,000
Total	**~~$ 5,765,840~~**	**$ -**	**~~$ —~~**	**$ 160**	**~~$ 5,766,000~~**
	$ 5,265,840		**$ 500,000**		**$ 5,766,000**
Available Authorizations:		**$ 1,228,029**			
Available Funding:		**$ 314,975**			
Operating Budget Impact:		**$ 2,750**			

**Available Authorizations / Funding as of February 28, 2023, net of obligations.*

FY2024 Activity:

Complete silicon roof coating for Base D and Public Safety Building; and new roof at Brandywine Library.

Future Activity:

Repair/replace aging rooftops. (Glasgow Barn roof and other facilities as needed).

Introduced by: Mr. Bell, Ms. Hartley-Nagle
Date of introduction: August 29, 2023

ORDINANCE NO. 23-120

AMEND THE FY2024 APPROVED OPERATING BUDGET: APPROPRIATE $16,000 IN FUNDING RECEIVED FROM THE RECORDER OF DEEDS TECHNOLOGY FEE ACCOUNT TO THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS CONTRACTUAL SERVICES BUDGET LINE ITEM

WHEREAS, this legislation will amend the FY2024 Approved Operating Budget by appropriating $16,000 in funding received from the Recorder of Deeds Technology Fee Account to the Department of Public Safety, Division of Emergency Communications Contractual Services Budget Line Item; and

WHEREAS, these funds will be used for the purchase of five RAVE Video annual licenses; and

WHEREAS, the annual licenses will allow the Department of Public Safety, Division of Emergency Communications dispatchers access to a 911 caller's cell phone camera (provided the caller permits), which will assist the dispatcher by seeing actual footage of the incident in real time; and

WHEREAS, the real time information will permit for effective questioning by the dispatchers and assist first responders by providing a better depiction of what is taking place; and

WHEREAS, the revenue measures heretofore adopted by the County Council are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

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

Section 1. The Annual Operating Budget Ordinance for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2023 and shall be effective retroactively as though incorporated initially in the Annual Operating Budget Ordinance.

Section 3. The provisions in 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 amend the FY2024 Approved Operating Budget by appropriating $16,000 in funding received from the Recorder of Deeds Technology Fee Account to the Department of Public Safety, Division of Emergency Communications Contractual Services Budget Line Item to assist in the purchase of five RAVE Video annual licenses.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2024 Approved Operating Budget by appropriating $16,000 in funding received from the Recorder of Deeds Technology Fee Account to the Department of Public Safety, Division of Emergency Communications Contractual Services Budget Line Item.

The revised FY2024 Approved Operating Budget will be $331,489,408. The fiscal impact to FY2025 and FY2026 will be $16,000 annually as this is an on-going need.

The balance in the Recorder of Deeds Technology Fee Account as of August 15, 2023 is $349,347.68. The revised balance in the Recorder of Deeds Technology Fee Account after this appropriation of funding will be $333,347.68.

COUNTY COUNCIL			
Salaries and Wages		$	2,428,665
Benefits			1,428,590
Training and Civic Affairs			71,004
Communication and Utilities			17,849
Materials and Supplies			60,926
Contractual Services			253,148
Equipment			1,600
Grants and Fixed Charges			441,482
Operating Transfer Charges			161,959
Total		***$***	***4,865,223***
Total Authorized Full-Time Positions	***35***		

COUNTY EXECUTIVE			
Salaries and Wages		$	1,777,524
Benefits			1,045,578
Training and Civic Affairs			31,904
Communication and Utilities			15,698
Materials and Supplies			22,236
Contractual Services			148,565
Equipment			1,000
Grants and Fixed Charges			543,000
Contingency			55,000
Operating Transfer Charges			82,016
Total		***$***	***3,722,521***
Total Authorized Full-Time Positions	***15***		

DEPARTMENT OF ADMINISTRATION			
Salaries and Wages		$	12,223,612
Benefits			7,092,525
Training and Civic Affairs			130,625
Communication and Utilities			8,293,491
Materials and Supplies			158,147
Contractual Services			6,773,141
Equipment			389,900
Grants and Fixed Charges			3,932,350
Operating Transfer Charges			1,163,161
Operating Transfer Credits			(12,098,321)
Total		***$***	***24,933,673***
Total Authorized Full-Time Positions	***167***		

DEPARTMENT OF PUBLIC WORKS		
Salaries and Wages	$	24,594,391
Benefits		14,346,471
Training and Civic Affairs		42,945
Communication and Utilities		24,785,917
Materials and Supplies		4,524,681
Contractual Services		10,366,975
Equipment		483,333
Grants and Fixed Charges		1,193,757
Land and Structures		35,000
Operating Transfer Charges		4,843,006
Operating Transfer Credits		(7,438,785)
Total	***$***	***77,777,691***
Total Authorized Full-Time Positions 384		

DEPARTMENT OF LAND USE		
Salaries and Wages	$	8,375,178
Benefits		4,899,879
Training and Civic Affairs		68,665
Communication and Utilities		111,017
Materials and Supplies		113,127
Contractual Services		1,541,973
Equipment		55,175
Grants and Fixed Charges		56,500
Operating Transfer Charges		1,136,835
Operating Transfer Credits		(803,217)
Total	***$***	***15,555,132***
Total Authorized Full-Time Positions 118		

DEPARTMENT OF COMMUNITY SERVICES		
Salaries and Wages	$	11,754,322
Benefits		5,318,947
Training and Civic Affairs		19,460
Communication and Utilities		948,692
Materials and Supplies		1,383,163
Contractual Services		2,333,974
Equipment		18,900
Grants and Fixed Charges		3,110,149
Operating Transfer Charges		1,230,637
Operating Transfer Credits		(190,829)
Total	***$***	***25,927,415***
Total Authorized Full-Time Positions 160		

DEPARTMENT OF PUBLIC SAFETY				
Salaries and Wages			$	67,198,478
Benefits				39,138,665
Training and Civic Affairs				178,869
Communication and Utilities				1,010,888
Materials and Supplies				1,039,511
Contractual Services		~~2,179,206~~		2,195,206
Equipment				1,471,072
Grants and Fixed Charges				6,492,175
Operating Transfer Charges				7,298,634
Total		***~~126,007,498~~***	***$***	***126,023,498***
Total Authorized Full-Time Positions	***711***			
REGISTER OF WILLS				
Salaries and Wages			$	1,111,172
Benefits				634,647
Training and Civic Affairs				35,275
Communication and Utilities				12,374
Materials and Supplies				10,625
Contractual Services				62,668
Equipment				1,950
Operating Transfer Charges				85,180
Total			***$***	***1,953,891***
Total Authorized Full-Time Positions	***20***			

RECORDER OF DEEDS			
Salaries and Wages		$	1,232,844
Benefits			712,707
Training and Civic Affairs			43,170
Communication and Utilities			33,977
Materials and Supplies			12,398
Contractual Services			79,718
Equipment			6,150
Grants and Fixed Charges			18,350
Operating Transfer Charges			148,002
Total		$	***2,287,316***
Total Authorized Full-Time Positions	***23***		
SHERIFF			
Salaries and Wages		$	1,260,692
Benefits			737,678
Training and Civic Affairs			29,452
Communication and Utilities			16,189
Materials and Supplies			21,259
Contractual Services			55,999
Equipment			5,000
Operating Transfer Charges			144,938
Total		***$***	***2,271,207***
Total Authorized Full-Time Positions	***21***		
CLERK OF THE PEACE			
Salaries and Wages		$	474,736
Benefits			279,250
Training and Civic Affairs			14,130
Communication and Utilities			5,168
Materials and Supplies			5,424
Contractual Services			30,043
Equipment Replacement			6,000
Operating Transfer Charges			31,776
Total		***$***	***846,527***
Total Authorized Full-Time Positions	***7***		
DEBT SERVICE			
Debt Service		$	45,540,069
Total		***$***	***45,540,069***
Total Authorized Full-Time Positions			

ETHICS COMMISSION			
Salaries and Wages		$	38,000
Benefits			3,385
Training and Civic Affairs			10,500
Communication and Utilities			1,922
Materials and Supplies			2,450
Contractual Services			290,642
Equipment			500
Operating Transfer Charges			6,699
Total		***$***	***354,098***
Total Authorized Full-Time Positions	***0***		
COUNCIL CONTINGENCY			
Contingency		$	250,000
Total		***$***	***250,000***
Total Authorized Full-Time Positions			
EXECUTIVE CONTINGENCY			
Contingency		$	600,000
Total		***$***	***600,000***
Total Authorized Full-Time Positions			
PERSONNEL CONTINGENCY			
Contingency		$	455,000
Total		***$***	***455,000***
Total Authorized Full-Time Positions			
ATTRITION CONTINGENCY			
Personal Services - Salaries and Wages		$	(4,293,340)
Personal Services - Employee Benefits		$	(2,525,429)
Total		***$***	***(6,818,769)***
Total Authorized Full-Time Positions			
ONE-TIME CONTINGENCY			
Contingency		$	1,819,958
Total		***$***	***1,819,958***

NEW CASTLE COUNTY			
Salaries and Wages		$	128,176,274
Benefits			73,112,893
Training and Civic Affairs			675,999
Communication and Utilities			35,253,182
Materials and Supplies			7,353,947
Contractual Services	~~24,116,052~~		24,132,052
Equipment			2,440,580
Grants and Fixed Charges			15,787,763
Debt Service			45,540,069
Land and Structures			35,000
Contingency			3,179,958
Operating Transfer Charges			16,332,843
Operating Transfer Credits			(20,531,152)
Sub-Total New Castle County	***~~331,473,408~~***	***$***	**331,489,408**
Total Authorized Full-Time Positions ***1,661***			

RESERVE ACCOUNTS AS OF JULY 25, 2023	
Tax Stabilization Reserve Account (Unaudited)	73,283,748
Sewer Rate Stabilization Reserve Account (Unaudited)	10,615,708
General Fund Budget Reserve Account	45,512,418
Sewer Fund Budget Reserve Account	18,872,304
Total Reserves:	**148,284,178**

Introduced by: Mr. Bell, Mr. Cartier
Date of introduction: August 29, 2023

ORDINANCE NO. 23-121

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 6 ("BUILDING CODE") REGARDING ARTICLE 1 ("GENERAL"), ARTICLE 2 ("DEFINITIONS"), ARTICLE 3 ("ADMINISTRATION"), ARTICLE 4 ("BUILDING CODE"), ARTICLE 5 ("RESIDENTIAL CODE"), ARTICLE 9 ("EXISTING BUILDING CODE"), ARTICLE 10 ("ENERGY CONSERVATION CODE"), ARTICLE 11 ("SWIMMING POOL AND SPA CODE"), ARTICLE 12 ("VIOLATIONS, ENFORCEMENT, AND PENALTIES") AND SCHEDULE OF PERMIT AND REVIEW FEES

WHEREAS, New Castle County is charged with the responsibility of ensuring the health, safety, and welfare of the citizens of New Castle County by administering and enforcing the regulations of the building industry; and

WHEREAS, by the adoption of this Ordinance the New Castle County Executive and County Council intend: (1) to update Chapter 6 of the *New Castle County Code* consistent with the *International Building Code, 2021 edition, International Residential Code, 2021 edition,* the *International Existing Building Code, 2021 edition*, the *International Swimming Pool and Spa Code, 2021 edition*, and the *State Energy Conservation* Code (also known as the *International Energy Conservation Code, 2018 edition*) as may be amended herein; and (2) to otherwise update, clarify, and strengthen the administrative provisions of Chapter 6 of the *New Castle County Code*; and

WHEREAS, based on a comprehensive review of Chapter 6 of the *New Castle County Code* by the professional staff in the New Castle County Department of Land Use and comments by stakeholders, applicants and local experts in building code issues, New Castle County has developed updated standards for buildings and structures and has identified additional clarifications, corrections, improvements and changes necessary to further administer and enforce the regulations of the building industry; and

WHEREAS, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to, substantially advance, and are narrowly tailored to achieve its goal of protecting and preserving legitimate government interests, including, but not limited to, the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life.

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

Section 1. *New Castle County Code* Chapter 6 ("Building Code"), Article 1 ("General"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 1. GENERAL.

Sec. 6.01.001. General.

A. *Title*…

B. *Purpose*. The purpose of this Chapter is to establish minimum requirements for a reasonable level of life safety, health, property protection and general welfare through regulations that provide for structural strength, means of egress, stability, sanitation, light and ventilation, and energy conservation. This Chapter shall apply to the unincorporated territory of New Castle County, Delaware, and may apply to incorporated municipalities if by appropriate action of its governing body, any such governing body elects to be included in its application. Such jurisdictions are defined in Appendix 6 of this Chapter.

C. *Scope*...

D. *Appendices*…

E. *Existing structures.* The legal occupancy of any structure existing on the date of adoption of this Chapter shall be permitted to continue without change, except as is specifically covered in this Chapter, the International Existing Building Code, the property maintenance code provisions, or other provision of this Code, or as is deemed necessary by the Code Official for the general safety and welfare of the occupants and the public. Additions, alterations or repairs to any structure shall conform to the requirements for a new structure without requiring the existing structure to comply with the requirements of this Chapter, unless otherwise stated. Additions, alterations, repairs and relocations shall not cause an existing structure to become less compliant with the provisions of this Chapter than the existing building or structure was prior to the addition, alteration or repair.

F. *Moved pools and spas...*

Section 2. *New Castle County Code* Chapter 6 ("Building Code"), Article 2 ("Definitions"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 2. DEFINITIONS

Sec. 6.02.001. Definitions.

The following words, terms, and phrases, when used in this Chapter shall have the meaning ascribed…

Contractor license means…

Contributing resource means a structure or property which is a historic resource within, or eligible for, Historic overlay zoning or is a contributing element to a Historic overlay zoning district.

County means …

Third party inspector…

Third party plan reviewer means a business entity that performs plan reviews at the direction of the Code Official but whose employees are not employed by New Castle County.

Violation notice…

Section 3. *New Castle County Code* Chapter 6 ("Building Code"), Article 3 ("Administration"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 3. ADMINISTRATION

Sec. 6.03.004. Unlicensed contractors.

A. It shall be a violation …

B. Licensed contractors who violate this Section…

1. For the first offense…

2. For the second and subsequent offenses, violators shall be subject to administrative penalties and fees established in this Chapter and/or revocation of his or her contractor license or permit contractor endorsement for up to [~~three (3)~~]two (2) years.

C. Unlicensed contractors …

Sec. 6.03.010. Regulations for sanitary sewer contractors.

A. *Sewer and drain cleaner*…

1. *Required equipment.* Any applicant who desires to clean sewer laterals shall have appropriate sewer lateral and drain cleaning equipment, as required by the Department of Public Works, including but not limited to, rodding equipment capable of passing three-inch to six-inch cutter through a sewer lateral.

2. *Equipment approval letter…*

B. *Outside utility connector...*

1. *Conditions…*

2. Violation of any condition set forth in subsection (B)(1) of this Section shall result in the revocation of the contractor license for a period of up to [~~five (5)~~]two (2) years subject to the reinstatement provisions of this Chapter.

Sec. 06.03.012. Permits.

A. *Required.* Any permit contractor endorsement …

3. *Owner-occupier single-family dwelling permit…*

[4. ~~*Demolition permits*. An owner or non-permit endorsed contractor may make application for demolition permit when the applicant intends to complete all work covered by the permit.~~]

B. *Transfer of permit…*

C. *Work exempt from permit…*

1. *Building, Residential and Swimming Pool and Spa.*

[~~a. One-story detached residential accessory structures used as tool and storage sheds, playhouses, free-standing gazebos and non-habitable similar uses, provided the floor area does not exceed two hundred (200) square feet (18.58 m^2) and with an eave height of ten (10) feet (3048 mm) or less. This exemption shall not apply to garages or structures capable of storing motor vehicles.~~

~~b. Fences.~~

~~c. Retaining walls which are not over four (4) feet (1219 mm) in exposed height, unless supporting a surcharge or impounding Class I, II, or III-A liquids.~~

~~d. Water tanks supported directly upon grade if the capacity does not exceed five thousand (5,000) gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.~~

~~e. Sidewalks and driveways.~~

~~f. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.~~

~~g. Exterior siding or the replacement of roof covering that does not involve the repair or replacement of more than twenty-five (25) percent of the sheathing. This exemption shall not apply to exterior masonry, adhered masonry veneer, or plaster (stucco) work.~~

~~h. Temporary motion picture, television and theater stage sets and scenery.~~

~~i. Shade cloth structures not exceeding two hundred (200) square feet or constructed for nursery or agricultural purposes, not including service systems.~~

~~j. Swings and other playground equipment.~~

~~k. Window awnings supported by an exterior wall which do not project more than fifty-four (54) inches (1372 mm) from the exterior wall and do not require additional support.~~

~~l. Non-fixed and moveable fixtures, cases, racks, counters, and partitions not over five (5) feet nine (9) inches (1753 mm) in height.~~

~~m. Decks not exceeding two hundred (200) square feet in area, that are not more than thirty (30) inches (762 mm) above grade at any point and are not adjacent to, or attached to, a one- or two-family dwelling.~~

~~n. Patio and decorative hardscaping not more than thirty (30) inches above grade at any point.~~

~~o. Flotation tank systems intended for sensory deprivation therapy.~~

~~p. Temporary modular ramps, constructed of light-frame materials, serving a one- or two-family dwelling where the height of the entrance served by the ramp is not more than thirty (30) inches (762 mm) above grade at any point. This exemption shall not apply to ramps constructed from wood products.~~

~~q. Replacement of windows and doors with others of the same size, and in the same location when the structural frame of the opening is not altered.~~

~~r. Steps not exceeding thirty (30) inches above grade at any point and accessory to a one- or two-family dwelling.~~]

a. Non-fixed and moveable fixtures, cases, racks, counters, and partitions not over five (5) feet nine (9) inches (1753 mm) in height.

b. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

c. Window awnings supported by an exterior wall which do not project more than fifty-four (54) inches (1372 mm) from the exterior wall and do not require additional support.

d. Exterior siding replacement that does not involve the repair or replacement of more than twenty-five (25) percent of the sheathing. This exemption shall not apply to anchored stone and masonry, adhered masonry veneer, or plaster (stucco) work.

e. Roof covering replacement that does not involve the repair or replacement of more than twenty-five (25) percent of the sheathing.

f. Replacement of windows and doors with others of the same size, and in the same location when the structural frame of the opening is not altered.

g. Fences.

h. Retaining walls which are not over four (4) feet (1219 mm) in exposed height, unless supporting a surcharge or impounding Class I, II, or III-A-liquids. Two adjacent walls separated by less than 2x the horizonal distance of the lower elevation wall height shall be considered a single wall.

i. Non-structural concrete slabs, patio and decorative hardscaping not more than thirty (30) inches above grade at any point.

j. Sidewalks and driveways.

k. Water tanks supported directly upon grade if the capacity does not exceed five thousand (5,000) gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.

l. Temporary motion picture, television and theater stage sets and scenery.

m. Shade cloth structures (i) not exceeding 200 square feet or; (ii) constructed for nursery or agricultural purposes, not including service systems.

n. Swings and other playground equipment.

o. Flotation tank systems intended for sensory deprivation therapy.

2. *For one- and two-family dwellings only regulated by the Residential Code*. The following exemptions are in addition to work identified in Sec. 06.03.012.C.1.

a. One-story detached residential accessory structures used as tool and storage sheds, playhouses, pergolas, free-standing gazebos and non-habitable similar uses, provided the floor area does not exceed two hundred (200) square feet (18.58 m^2) and with an eave height of ten (10) feet (3048 mm) or less and a maximum overall height of twenty (20) feet (6096 mm). This exemption shall not apply to garages or structures capable of storing motor vehicles.

b. Decks not exceeding two hundred (200) square feet in area, that are not more than thirty (30) inches (762 mm) above grade at any point and are not adjacent to, or attached to, a one- or two-family dwelling.

c. Carports and patio covers, provided they are free-standing and pre-fabricated, and do not exceed two hundred (200) square feet (19 m2) that are accessory to a one- and two-family dwelling. Carports not open on at least two sides shall be considered a garage and this exemption shall not apply to garages.

d. Steps and landings, accessory to a one- and two-family dwelling, not exceeding 16 square feet (1.5 m2) in area that are not more than thirty (30) inches above grade at any point and do not serve the exit door required by R311.4 of this Chapter.

e. Temporary modular ramps, constructed of light-frame materials, serving a one- or two-family dwelling where the height of the entrance served by the ramp is not more than thirty (30) inches (762 mm) above grade at any point. This exemption shall not apply to ramps constructed from wood products.

[~~2~~]3. *Gas:*…

[~~3~~]4. *Mechanical:*…

[4]5. *Plumbing:*…

Sec. 06.03.013. Submittal documents

A. *General.* Submittal documents consisting of construction documents, statement of special inspections, structural observation programs, investigation and evaluation reports, and other data shall be submitted [~~in three (3) sets~~]with each application for a permit or in [~~an electric format as required~~]a digital format where allowed by the Code Official. The construction documents shall be prepared by a registered design professional licensed in the State of Delaware. Where special conditions exist, the Code Official is authorized to require additional construction documents to be prepared by a registered design professional at applicant's expense….

B. *Construction documents…*

1. *Information on construction documents…*

a. *Minimum design requirements for non-residential construction documents…*

1. *Code data…*

3. *Exterior wall envelope…*

4. *Exterior balconies and elevated walking surfaces*. Where balconies or other elevated walking surfaces have weather-exposed surfaces, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

b. *Minimum design requirements for Residential documents…*

c. *Minimum design requirements for swimming pools…*

d. *Minimum design requirements for non-residential Mechanical documents...*

1. Plans must be drawn to scale…

2. For projects over ten thousand (10,000) square feet, the construction documents shall bear the signature and seal of a Delaware registered design professional.

3. Equipment schedules to…

Sec. 6.03.016. Fees.

A. *Payment of fees...*

B. *Schedule of permit fees.* [~~On buildings, structures, swimming pools and spas, gas, mechanical, and plumbing systems or alterations requiring a permit~~]Where a permit is required, a fee for each permit shall be paid as required and in accordance with the Schedule of Permit Fees.

C. *Permit valuations...*

D. *Work commencing before permit issuance.* Any person who commences any work [~~on a building, structure, swimming pool and spa, gas, mechanical, or plumbing system~~]before obtaining the necessary permits shall be subject to administrative penalties and fees established by the Code Official in addition to the required permit fees. Any such work that includes an historic alteration on a contributing resource shall also be subject to provisions in Sec. 06.03.020.

E. *Related fees…*

Sec. 6.03.018 Inspections.

A. *General*

F. *Final inspection…*

G. *Who is eligible to perform inspections required by the County.* All County required inspections shall be performed by a County employee duly authorized by the Code Official. Upon approval by the Code Official an approved inspection agency, or a design professional [~~licensed by the State of Delaware~~]may perform required inspections as a third party inspector. [~~Employees of approved inspection agencies, architects, and engineers are independent contractors (herein referred to as third party inspectors) and are not employees of New Castle County.~~] Employees of inspection agencies must affirm their work under penalty of perjury.

1. *Inspection agencies.* The Code Official is authorized to accept reports of approved inspection agencies on construction requiring a building permit, provided the Code Official, after sufficient investigation, determines that such agencies are qualified and reliable. Inspections must be conducted under the direct supervision of a design professional.

2. *Design Professionals…*

H. *Third party inspections.*

1. *Regulations for third party inspections…*

3. *Third party inspector responsibilities*.

   a. *Current copy of adopted codes…*

   b. *Verification prior to performing inspection…*

   c. *Report required*. Third party inspectors shall maintain written records of all on-site inspections. An inspection report, or other required inspection checklists, shall be prepared that indicate at the time of inspection, the construction, installation, or modification meets the minimum requirements of the applicable Codes for that phase of the project. The approved inspector shall submit reports certified by a design professional, to the Permit Holder and to the Code Official. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the Code Official prior to the completion of that phase of the work.

Sec. 6.03.019. Certificates of approval.

A. *Certificates required…*

C. *Certificate issued.* Upon completion of the final inspection and correction of all outstanding violations and discrepancies of this Chapter, the approved plans, the permits, or other provisions

of this Code are corrected and all directives of the Code Official are satisfied, the Code Official shall issue a certificate of occupancy indicating the completion of the work for which the permit was issued. The certificate shall contain the following:

1. The certificate issue date.
2. The [~~building~~]permit number.
3. The tax identification number and address of the structure.
4. The name and address of the owner.
5. A description of that portion of the structure for which the certificate is issued.
6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this Chapter for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
7. The signature of the Code Official.
8. The edition of the code under which the permit was issued.
9. [~~If~~]Where an automatic sprinkler system is provided and whether the sprinkler system is required.
10. Any special stipulations and conditions of the building permit.
11. Recognition as a green building, if applicable.

D. *Temporary occupancy…*

Sec. 6.03.020. Special guidelines for work done on historic structures.

A. *Review for historic structures...*

1. The Department shall not issue any permit for an exterior historic alteration, demolition, relocation, construction or reconstruction on any historic or contributing resource within, or eligible for, Historic overlay zoning unless first heard by the Historic Review Board ("HRB"). An Historic Resource application must be filed with the Department in order to appear before the [~~Board~~]HRB. Historic Resource applications are reviewed in accordance with Section 40.15.160 and Section 40.15.210 of this Code.

    a. Based upon its public review for properties within an Historic overlay zoning district, the HRB shall provide a written decision in accordance with Section 40.31.370 of this Code.

    b. Based upon its public review for properties outside of Historic overlay zoning districts, the HRB shall provide a written recommendation in accordance with Section 40.31.370 of this Code.

2. Once a building permit…

B. *Demolition of historic structures…*

1. A demolition permit shall not be issued until the Department has determined whether the structure is a contributing resource or eligible for Historic overlay zoning as defined by the criteria for designation in Section 40.15.110 of this Code. The Department shall determine the eligibility within the twenty (20) days of receiving a complete application.

   a. Where the resource…

   b. Where the resource…

2. In order to seek mitigation or alternatives to demolition, the HRB may hold the issuance of the demolition permit for a period not to exceed nine (9) months from the date of the HRB written opinion to the Code Official. HRB findings shall be issued to the Code Official in a written recommendation in accordance with Section 40.31.370 of this Code.

   a. The HRB has the authority to deny demolition permits that are located within an Historic overlay zoning district pursuant to Section 40.15.160 of [~~the New Castle County Code~~]this Code.

   b. The HRB has the authority to require documentation in accordance with Section 40.15.210.B of this Code prior to the release of a demolition permit for any structure determined a contributing resource or eligible for Historic overlay zoning as defined by the criteria for designation listed in Section 40.15.110 of this Code.

3. Upon verification by the Historic Review Board that a building or structure of historic significance or a contributing resource has been demolished prior to issuance of a demolition permit, the Code Official shall initiate administrative enforcement proceedings pursuant to Sec. 6.12.002(C) and request the County Attorney to take immediate action to prosecute those responsible for the demolition. In addition, the Code Official may withhold building permits for that parcel for one to three (3) years, such determination to be made by the Code Official in writing to the legal owner of the property.

Sec. 6.03.021. Emergency measures.

A. *Authority to disconnect service utilities.* The Code Official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by this Chapter and the referenced codes and standards set forth in Section 06.01.001 in case of emergency where necessary to eliminate an immediate hazard to life or property. The Code Official shall notify the serving utility, and wherever possible, the owner or the owner's authorized agent and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified as soon as practical thereafter.

B. *Imminent danger…*

C. *Restoration.* [~~The structure or equipment determined to be unsafe by the Code Official is permitted to be restored to a safe condition~~]The Code Official is authorized to order the owner, the owner's authorized agent, operator or occupant of a structure, premises or equipment of the building or structure to restore the unsafe structure or equipment to a safe condition. To the extent

that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of this Chapter and of this Code.

D. *Temporary safeguards...*

Section 4. *New Castle County Code* Chapter 6 ("Building Code"), Article 4 ("Building Code"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 4. BUILDING CODE

Sec. 6.04.001. Adoption of the International Building Code.

That certain document, on file with the office of the Clerk of the County Council, being marked and designated as the International Building Code, [~~2018~~]2021 edition, as published by the International Code Council, be and is hereby adopted as the Building Code of New Castle. All the regulations, provisions, conditions, and terms of the International Building Code, [~~2018~~]2021 edition, and any supplements, referenced codes, and standards, are hereby referred to, adopted and made part of this Chapter, as if fully set out in this legislation, with the additions, insertions, deletions and changes prescribed in Sec. 6.04.002.

Sec. 6.04.002. Amendments to the International Building Code.

The following sections of the International Building Code, [~~2018~~]2021 edition, are revised as follows. All code references including text and lines are based on the 2021 International Building Code, second printing: September 2021. Note: Although the International Building Code does not identify sections with a "B" designation, such a designation is utilized to avoid any confusion as to which Code the amendment relates.

References to the International Fire Code, [~~2018~~]2021 edition, as published by the International Code Council, are not specifically adopted. Provisions of the International Fire Code are addressed through the adoption of the National Fire Prevention Association (NFPA) Codes and Standards and the Delaware Fire Prevention Regulations as adopted by the Delaware State Fire Marshal's Office.

CHAPTER 1. ADMINISTRATION…

CHAPTER 3. USE AND OCCUPANCY CLASSIFICATION

Section B308.5.4…

Section B310.4, Residential Group R-3, is amended in the [~~seventh~~]eighth line by deleting the word "persons" and substituting the phrase "adults or twelve or fewer children".

Section B310.4.1…

CHAPTER 10. MEANS OF EGRESS

Section B1023.9…

Section B1025*.1, General,* is amended in the second and third lines by deleting the phrase "high-rise buildings" and substituting the phrase "buildings having three (3) or more stories above or below the level of exit discharge" and in the third line by deleting the phrase "or R-1" and substituting the phrase ", R-1 or R-2".

CHAPTER 11. ACCESSIBILITY

[~~*Section B1105, Accessible entrances*, is amended by adding the following subsection:~~

~~*B1105.2. Requirements for newly constructed places of public accommodation*. All buildings which are constructed after January 1, 2011, and intended for use as places of public accommodation as defined by this Chapter and 6 *Del. C*. ch. 45 ("Equal Accommodations"), must be equipped with automatic doors at each entrance that is intended to be a main entrance and is accessible by the general public.~~]

B1105.1.1, Automatic doors, is amended in the first line by deleting the phrase "facilities with the occupancies and building occupant loads indicated in Table 1105.1.1" and substituting the phrase "places of public accommodations as defined by this Chapter" and in the fifth line by adding the phrase "as in accordance with 6 *Del. C.* ch. 45 ("Equal accommodations")." to the end of the first sentence.

Table B1105.1.1, Public entrance with power-operated door, is amended by deleting the table in its entirety.

CHAPTER 13. ENERGY EFFICIENCY…

CHAPTER 16. STRUCTURAL DESIGN

Section B1612.2…

Section B1612.3, Established of flood hazard areas, is clarified to depict that the effective date of the most recent FIRM maps for New Castle County is [~~February 4, 2015~~]January 22, 2020 and encompasses Map Number 10003C0025J through and including Map Number 10003C0475J and all revisions defined by FEMA FIRM maps.

Section B1612.3.2…

CHAPTER 18. SOILS AND FOUNDATIONS

[~~*Section B1803.5, Investigated conditions*, is amended by adding the following subsection:~~

~~*Section 1803.5.13. Subsidence areas*. All applications in subsidence areas shall include a report, prepared by a professional geologist or a professional geotechnical engineer registered in the State of Delaware, evaluating the vulnerability of the subsurface of subsidence (sinkholes). The application and report shall be sufficient to establish to the satisfaction of the Code Official after consulting with the Delaware Geological Survey, that the construction methods to be employed will be adequate to minimize the potential for subsidence. A soils report shall not be required for one- and two-family dwellings unless~~

~~field inspections indicate questionable soils or conditions or it is located in a subsidence area.~~]

Section 1803.5.2, Questionable soil, is amended by adding the following sentence to the end of the section: "All applications in subsidence areas shall include a report, prepared by a professional geologist or a professional geotechnical engineer registered in the State of Delaware, evaluating the vulnerability of the subsurface (sinkholes)."

Section B1805.4.3…

Table B1807.1.6.2, Concrete foundation walls, is amended by adding the following [~~footnote~~]sentence to the end of footnote a:

"[~~f.~~]In the absence of soil data, the following ratings shall be used for the lateral soil load: 60 PSF/FT for basement walls; 45 PSF/FT of depth for retaining walls; and 200 PSF/FT of depth for passing pressure."

Table B1807.1.6.3(1), Plain masonry foundation walls, is amended by adding the following [~~footnote~~]sentence to the end of footnote a:

"[~~g.~~]In the absence of soil data, the following ratings shall be used for the lateral soil load; 60 PSF/FT for basement walls; 45 PSF/FT of depth for retaining walls; and 200 PSF/FT of depth for passing pressure."

Table B1807.1.6.3(2), 8-inch masonry foundation walls with reinforcement where d ≥ 5 inches, is amended by adding the following sentence to the end of footnote a:

"In the absence of soil data, the following ratings shall be used for the lateral soil load; 60 PSF/FT for basement walls; 45 PSF/FT of depth for retaining walls; and 200 PSF/FT of depth for passing pressure."

Table B1807.1.6.3(3), 10-inch masonry foundation walls with reinforcement where d ≥ 6.75 inches, is amended by adding the following sentence to the end of footnote a:

"In the absence of soil data, the following ratings shall be used for the lateral soil load; 60 PSF/FT for basement walls; 45 PSF/FT of depth for retaining walls; and 200 PSF/FT of depth for passing pressure."

Table B1807.1.6.3(4), 12-inch masonry foundation walls with reinforcement where d ≥ 8.75 inches, is amended by adding the following sentence to the end of footnote a:

"In the absence of soil data, the following ratings shall be used for the lateral soil load; 60 PSF/FT for basement walls; 45 PSF/FT of depth for retaining walls; and 200 PSF/FT of depth for passing pressure."

Section B1809.5, Frost Protection, Number 1…

CHAPTER 23. WOOD

Section B2304.12, Protection against decay and termites, is amended by adding the following subsection:

*[~~B2304.12.2.7~~]*B2304.12.2.9, *Foundation sill plates.* All sill plates anchored to foundation walls shall be of approved naturally durable or preservative treated wood.

Section B2304.12, Protection again decay and termites, is amended by adding the following subsection:

*[~~B2304.12.2.8~~]*B2304.12.2.10*, Wood in contact with masonry or concrete.* All wood against masonry or concrete must be approved naturally durable, preservative treated wood, or protected in an approved manner.

CHAPTER 24. GLASS AND GLAZING

Section B2403.1, Identification…

[~~CHAPTER 25. GYPSUM BOARD, GYPSUM PANEL PRODUCTS AND PLASTER~~

~~Section B2510.6, Water-resistive barriers, Exception Number 1, is amended is the sixth line by deleting the phrase "or drainage space" and substituting "and integrated with a continuous designed drainage space (a gap) that allows moisture to drain freely to the exterior of the assembly.~~

~~A drainage space shall be, but not limited to, a space formed by the use of any non-corrodible furring strips, drainage mat, or drainage board which allows for the continuous flow of moisture. Such products and designs must adhere to this section and those requirements outlined in Section 06.03.011(N) "Alternative materials, design, and methods of construction and equipment".~~"]

CHAPTER 27. ELECTRICAL…

Section 5. *New Castle County Code* Chapter 6 ("Building Code"), Article 5 ("Residential Code"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below.

ARTICLE 5. RESIDENTIAL CODE
Sec. 6.05.001. Adoption of the International Residential Code

That certain document, on file with the office of the Clerk of the County Council, being marked and designated as the International Residential Code, [~~2018~~]2021 edition, including [~~Appendix E~~]Appendices AE and AJ, as published by the International Code Council, be and is hereby adopted as the Residential Code of New Castle County. All the regulations, provisions, conditions, and terms of the International Residential Code, [~~2018~~]2021 edition, and any supplements, referenced codes, and standards, are hereby referred to, adopted and made part of this Chapter, as if fully set out in this legislation, with the additions, insertions, deletions and changes prescribed in Sec. 6.05.002.

Sec. 6.05.002. Amendments to the International Residential Code.

The following sections of the International Residential Code, [~~2018~~]2021 edition, are revised as follows. All code references including text and lines are based on the 2021 International Residential Code, second printing: November 2021. Note: Although the International Residential Code does not identify sections with a "R" designation, such a designation is utilized to avoid any confusion as to which Code the amendment relates.

References to the International Fire Code, 2021 edition, as published by the International Code Council, are not specifically adopted. Provisions of the International Fire Code are addressed through the adoption of the National Fire Prevention Association (NFPA) Codes and Standards and the Delaware Fire Prevention Regulations as adopted by the Delaware State Fire Marshal's Office.

CHAPTER 3. BUILDING PLANNING

Table R301.2(1), Climatic and Geographic Design Criteria, is filled in as follows:

[~~GROUND SNOW LOAD~~	~~WIND DESIGN~~				~~SEISMIC DESIGN CATEGORY~~	~~SUBJECT TO DAMAGE FROM~~			~~Winter Design Temp~~	~~Ice Barrier Underlayment Required~~	~~Flood Hazards~~	~~Air Freezing Index~~	~~Mean Annual Temp~~
	~~Speed~~	~~Topographic effects~~	~~Special Wind region~~	~~Wind-borne debris zone~~		~~Weathering~~	~~Frost line depth~~	~~Termite~~					
~~25 lbs./sq.ft.~~	~~115 mph~~	~~No~~	~~No~~	~~No~~	~~B~~	~~Severe~~	~~32"~~	~~Yes~~	~~14ºF~~	~~No~~	~~10/05/2000 2/04/2015~~	~~596~~	~~54ºF~~

~~MANUAL J DESIGN CRITERIA~~							
~~Elevation~~	~~Latitude~~	~~Winter heating~~	~~Summer cooling~~	~~Altitude correction factor~~	~~Indoor design temperature~~	~~Design temperature cooling~~	~~Heating temperature difference~~
~~78 ft~~	~~39º~~	~~14ºF~~	~~89ºF~~	~~1.0~~	~~72ºF~~	~~75ºF~~	~~58ºF~~
~~Cooling temperature difference~~	~~Wind velocity heating~~	~~Wind velocity cooling~~	~~Coincident wet bulb~~	~~Daily range~~	~~Winter humidity~~	~~Summer humidity~~	
~~14ºF~~	~~15 mph~~	~~7.5 mph~~	~~74~~	~~M~~	~~50%~~	~~50%~~]	

GROUND SNOW LOAD[o]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			Ice Barrier Underlayment Required[h]	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Wind-borne debris zone[l]		Weathering[a]	Frost line depth[b]	Termite[c]				
25 lbs./sq.ft.	115 mph	No	No	No	B	Severe	32"	Yes	No	10/05/2000 2/04/2015	596	54ºF

MANUAL J DESIGN CRITERIA						
Elevation	Altitude correction factor[e]	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference
79 ft	1.0	74	72	72	16	56ºF

Latitude	Daily range	Indoor summer design relative humidity	Summer design gains	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference
40o	M	50%	38	75	89	14

Table R301.2(1), Flood hazards, is clarified to depict that the effective date of the most recent FIRM maps for New Castle County is [~~February 4, 2015~~]January 22, 2020 and encompasses Map Number 10003C0025J through and including Map Number 10003C0475J and all revisions defined by FEMA FIRM maps.

Figure R301.2(6), Ground snow loads for the United States…

Section R303.4, Mechanical ventilation…

[~~Section R303.6, Outside opening protection, is amended by deleting the subsection in its entirety.~~]

Section R303.11, Prohibited connections…

Section R309.1, Floor surface…

[~~*Section R310.6, Alterations or repairs of existing basements*, is amended in the first and third lines by deleting the phrase "Alterations or" from both.~~]

[~~*Section R316.6, Alterations or repairs of existing structures, Exception*, is amended in the first line by adding the phrase, "habitable space or" after the word "new".~~]

Section R310.7, Alterations or repairs of existing basements, is amended in the second line by adding the phrase "and alternations" after the word "rooms" and in the fourth and fifth lines by deleting the phrase "Other than sleeping rooms, w" and substituting "W" and by deleting the phrase "alterations or".

[~~*Section R311.2, Egress door*, is amended by deleting the fourth sentence and substituting "All interior doors and openings in the path of egress shall have a minimum width of 2 feet 6 inches and a minimum height of 6 feet 6 inches. Doors to bathrooms or powder rooms may have a width of 2 feet 4 inches."~~]

[~~*Section R311.3.1, Floor elevations at the required egress doors, exception*, is amended in the second and third lines deleting the phrase "the top of the threshold" and substituting "in the interior floor".~~]

[~~*Section R311.3.2, Floor elevations for other exteriors doors*, is amended in the fourth lines by deleting the phrase "top of the threshold" and substituting "interior floor".~~]

Section R311.7.5.1, Risers, Exception, is amended by adding the following as exception number three:

3. Where the bottom or top riser adjoins a sloping public way, walkway or driveway having an established grade and serving as a landing, the bottom or top riser is permitted to be

reduced along the slope to less than 4 inches (102 mm) in height with the variation in height of the bottom or top riser not to exceed one unit vertical [~~I~~]in 12 units horizontal (8-percent slope) of stairway width.

[~~*Section R313.1, Townhouse automatic fire sprinkler systems,* is amended in the second line by deleting the word "shall" and substituting the word "may."~~]

Section R313.1, Townhouse automatic fire sprinkler systems, is amended in the first line by adding the phrase "Effective January 1, 2025," to the beginning of the sentence.

[~~*Section R313.1, Townhouse automatic fire sprinkler system, Exception* is amended by deleting the exception in its entirety.~~]

[~~*Section R313.1.1, Design and installation*, is amended in the third line by deleting the phrase "Section P2904 or".~~]

[~~*Section R313.2, One- and two-family dwellings automatic fire sprinkler systems,* is amended in the second line by deleting the word "shall" and substituting the word "may."~~]

Section R313.2, One- and two-family dwellings automatic fire sprinkler systems, is amended in the second line by adding the phrase "Effective January 1, 2025," to the beginning of the sentence.

[~~*Section R313.2, One- and two-family dwellings automatic fire sprinkler systems,* is amended by deleting the exception in its entirety.~~]

[~~*Section R313.2.1, Design and installation*, is amended in the third line by deleting the phrase "Section P2904 or".~~]

[~~*Section R314.2.2, Alterations, repairs and additions*, is amended by adding the following exception number three:~~

~~3. Minor interior renovations to dwellings require the installation of battery operated smoke alarms as required by the International Residential Code.~~]

[~~*Section R315.2.2, Alterations, repairs and additions*, is amended by adding the following exception number three:~~

~~3. Minor interior renovations to dwellings require the installation of battery operated carbon monoxide alarms as required by the International Residential Code.~~]

[~~*Section R317.1, Location required, Number 2,* is amended in the second and third line by deleting "and are less than 8 inches (203 mm) from exposed ground."~~]

Section R322.1.4.2, Determination of impacts, is amended in the [~~eighth and~~]ninth line[~~s~~] by deleting the phrase "1 foot (305 mm)" and substituting the phrase "0.1 foot".

Section R322.2.1, Elevation requirements, Number 1…

Section R322.2.1, Elevation requirements, Number 2, is amended in the [~~fifth and~~]sixth line[~~s~~] by deleting the phrase "1 foot (305 mm)" and substituting "18 inches (457 mm)."

Section R322.2.1, Elevation requirements, Number 3…

Section R322.3.2, Elevation requirements, Number 1…

Section R322.3.2, Elevation requirements, [~~Number 4~~]Number 5, is amended in the second line by adding the phrase "not to exceed 20 cubic yards on a single lot," after the word "fill,".

Section [~~R328~~]R331, Construction Sanitation, is added as a new section as follows:

Section [~~R328~~]R331, Construction sanitation.

Section [~~R328.1~~]R331.1, Facilities Required. Sanitary facilities shall be provided during construction, remodeling or demolition activities in accordance with the Statewide Plumbing Code.

Section [~~R328.2~~]R331.2, Storage of construction and demolition waste. Construction and demolition waste may be stored upon the land where actual construction or demolition is in progress; provided, however, that such waste shall not be stored for a period exceeding ninety (90) days and all other waste not stored in a dumpster shall not be stored for periods exceeding thirty (30) days.

Section [~~R328.3~~]R331.3, Handling and storage of construction and demolition waste, trash, and litter. During all construction activities, the lot(s) shall be kept neat of trash and building materials. All construction sites shall be required to obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction and demolition waste created or accumulated on the site, which might be blown from the site. All such construction refuse shall be maintained in a closed container, or a container of sufficient depth to prevent construction and demolition waste from blowing out of the container, at all times, until transferred to a landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists and thereby create traffic hazards. It shall be a violation to permit accumulated debris, litter, or trash attributable to the construction site and the construction activity to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or in transit to a landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

Section [R328.4]R331.4, Final Inspection. A final clean-up is required, including the removal of all building debris, stumps, portable toilets, etc. within five (5) days after the final inspection on that parcel.

Exception: Stumps located outside of the limit of disturbance that are not required to be removed by any plan approved by the Department are not subject to this section.

Section [~~R328.5~~]R331.5, Enforcement. Any person who fails to comply with the requirements found in this Section shall be subject to the penalty and enforcement provisions provided in this Chapter.

Section R329.2, Installation, is amended in the fourth line by deleting the phrase "Chapters 34 through 43" and substituting the phrase "the Statewide Fuel Gas Code".

CHAPTER 4. FOUNDATION

Table R403.1(3), Minimum width and thickness for concrete…

R403.1.1, Minimum size, is amended in the fifth line by deleting the phrase "6 inches (152 mm)" and substituting the phrase "8 inches (203 mm)".

Figure R403.1(3), Permanent wood foundation crawl space section, is amended by deleting the phrase "6 IN. and substituting the phrase "8 IN." as defined in R403.1.1.

Section R405.1, Concrete or masonry foundations…

CHAPTER 5. FLOORS

Table R507.3.1, *Minimum footing size for decks…*

[~~*TableR507.3.1, Minimum footing size for decks, footnote c*., is amended by deleting the phrase "6 inches" and substituting the phrase "8 inches".~~]

Section R507.3.3, Frost protection, is amended in the first line by adding the phrase "adjacent to, or" after the word "are".

CHAPTER 7. WALL COVERING

Section R703.7, *Exterior plaster (stucco)…*

[~~*Section R703.7.3, Water-resistive barriers,* is amended in the fifth line after the word "paper" by adding the phrase "and integrated with a continuous designated drainage space (a gap) that allows moisture to drain freely to the exterior of the assembly."~~]

[~~*Section R703.7.3. Water-resistive barriers, Exception,* is amended by deleting the exception it in its entirety and substituting:~~

~~*Exception:* Where the water-resistive barrier that is applied over wood-based sheathing has a water-resistive equal to or greater than that of a 60-minute Grade D paper and is separated from the stucco by an intervening, substantially nonwater-absorbing layer and integrated with a continuous designed drainage space (a gap) that allows moisture to drain freely to the exterior of the assembly.~~

~~A drainage space shall be, but not limited to, a space formed by the use of any non-corrodible furring strips, drainage mat or drainage board which allows for the continuous flow of moisture. Such products and designs must adhere to this section and those requirements~~

~~outlined in Section 06.03.011(N) "Alternative materials, design, and methods of construction and equipment".]~~

CHAPTER 12. MECHANICAL ADMINSTRATION through and including CHAPTER 43…

Section M1201 through and including Section E4304.5, together with all tables and figures contained therein, are amended by deleting the chapters in their entirety with the following modification: *Subsection P2904, Dwelling unit fire sprinkler systems within Chapter 29, Water supply and distribution*, is hereby adopted.

APPENDIX AE. MANUFACTURED HOUSING USED AS DWELLINGS

Appendix AE. Manufactured housing used as dwellings, is adopted with the following modifications: Subsection AE102.5[~~ and~~], section[~~s AE305, AE505~~]AE104 through and including section AE112 and section AE117 are hereby deleted.

APPENDIX AJ. EXISTING BUILDINGS AND STRUCTURES

Appendix AJ. Existing building and structures, is adopted in its entirety.

Section 6. *New Castle County Code* Chapter 6 ("Building Code"), Article 9 ("Existing Building Code"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 9. EXISTING BUILDING CODE

Sec. 6.09.001. Adoption of the International Existing Building Code.

That certain document, on file with the office of the Clerk of the County Council, being marked and designated as the International Existing Building Code, [~~2018~~]2021 edition, including Appendix A and Appendix B, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of New Castle County. All regulations, provisions, conditions, and terms of the International Existing Building Code, [~~2018~~]2021 edition, and any supplements, referenced codes, and standards, are hereby referred to, adopted and made part of this Chapter, as if fully set out in this legislation, with the additions, insertions, deletions and changes prescribed in Sec. 6.09.002.

Sec. 6.09.002. Amendments to the International Existing Building Code.

The following sections of the International Existing Building Code, [~~2018~~]2021 edition, are revised as follows. All code references including text and lines are based on the 2021 International Existing Building Code, first printing: December 2020. Note: Although the *International Existing Building Code* does not identify sections with an "E" designation, such a designation is utilized to avoid any confusion as to what Code the amendment relates.

CHAPTER 2. DEFINITIONS

Section E202, General definitions, Existing Building, is amended in the third line by deleting the [~~definition of Existing Building and substituting the following:~~]phrase "building permit" and substituting the phrase "certificate of occupancy".

[~~Existing Building. A building erected prior to the date of adoption of the appropriate code, or one for which a legal certificate of occupancy has been issued.~~]

Section E202, General definitions, Existing Structure, is amended in the third line by deleting the phrase "building permit" and substituting the phrase "certificate of occupancy".

Section E202, General definitions…

CHAPTER 3. PROVISIONS FOR ALL COMPLIANCE METHODS

Section E301 is amended by adding the following subsection:

Section [~~E301.6~~]E301.5 Building Evaluation. The Code Official is authorized to require an existing building to be investigated and evaluated by a registered design professional to determine the existence of any potential nonconformance with the provisions of this Chapter.

CHAPTER 8. ALTERATIONS – LEVEL 2

Section [~~E807~~]E806, Electrical, is amended by deleting the subsection in its entirety.

Section 7. *New Castle County Code* Chapter 6 ("Building Code"), Article 10 ("Energy Conservation Code"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 10. ENERGY CONSERVATION CODE

Sec. 6.10.002. Amendments of the Statewide Energy Conservation Code.

The following sections of the International Energy Conservation Code, 2018 Edition, (IECC) are revised as follows. All code references including text and lines are based on the 2018 International Energy Conservation Code, fifth printing: November 2021. Note: Although the IECC does not identify sections with the designations that follow, to avoid any confusion, commercial provisions are provided with a "C" designation and residential provisions are provided with an "R" designation.

IECC – COMMERCIAL PROVISIONS…

Section 8. *New Castle County Code* Chapter 6 ("Building Code"), Article 11 ("Swimming Pool and Spa Code"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 11. SWIMMING POOL AND SPA CODE

Sec. 6.11.001. Adoption of the International Swimming Pool and Spa Code.

That certain document, on file with the office of the Clerk of the County Council, being marked and designated as the International Swimming Pool and Spa Code, [~~2018~~]2021 edition, as published by the International Code Council, be and is hereby adopted as the Swimming Pool and Spa Code of New Castle County. All regulations, provisions, conditions, and terms of the International Swimming Pool and Spa Code, [~~2018~~]2021 edition, and any supplements, referenced codes, and standards, are hereby referred to, adopted and made part of this Chapter, as if fully set out in this legislation, with the additions, insertions, deletions and changes prescribed in Sec. 6.11.002.

Sec. 6.11.002. Amendments to the International Swimming Pool and Spa Code.

The following sections of the International Swimming Pool and Spa Code, [~~2018~~]2021 edition, are revised as follows. All code references including text and lines are based on the 2021 International Swimming Pool and Spa Code, second printing: June 2021. Note: Although the International Swimming Pool and Spa Code does not identify sections with an "SP" designation, such a designation is utilized to avoid any confusion as to what Code the amendment relates.

CHAPTER 3. GENERAL COMPLIANCE

[~~*Section SP302.1, Electrical,* is amended by adding the following subsection:~~

~~*Section SP302.1.1, Overhead wires.* No public or private swimming pool shall be constructed below any overhead utility wires unless in accordance with the latest edition of the National Electrical Code. The location of any overhead utility wires relative to the placement and operation of any public or private swimming pool shall be in compliance with the latest edition of the National Electrical Code.~~]

Section [~~SP302.6~~]SP302.1 through and including Section SP321.4, are amended by deleting all references to the phrase "Section 102.7.1" and substituting "this Chapter".

Section SP305.4, Structure wall as a barrier…

[~~Section SP305.4, Structure wall as barrier, Number 3, is amended by deleting it in its entirety and substituting "3. The pool shall be equipment with a pool alarm that complies with ASTM F 2208."~~]

Section SP305.4, Structure wall as barrier, Number 6, is amended by deleting it in its entirety and substituting [~~after item number three by adding~~]the following:

> Exception: An approved means of protection, such as self-closing doors with self-latching devices, provided that the degree of protection afforded is not less than the protection afforded in Items 1, 2, [~~or 3~~]and 5.

Section SP305.5, Onground residential pool structure as a barrier…

CHAPTER 4. PUBLIC SWIMMING POOLS

[~~*Section SP401, General*, is amended by adding the following section:~~

~~*SP401.7, Equipment installations*. Pumps, filters and other mechanical and electrical equipment for public swimming pools shall be enclosed in such a manner as to provide access only to authorized persons and not the bathers. Construction and drainage shall be arranged to avoid the entrance and accumulation of water in the vicinity of electrical equipment.~~]

Section SP406.2, Pool perimeter access…

Section 9. *New Castle County Code* Chapter 6 ("Building Code"), Article 12 ("Violations, Enforcement, and Penalties"), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 12. VIOLATIONS, ENFORCEMENT, AND PENALTIES

Sec. 6.12.002. Enforcement.

Any person who violates a provision of this Chapter…

A. *Criminal enforcement…*

C. *Administrative enforcement...*

1. *Code violations – health, safety, welfare of public not in jeopardy…*

2. *Stop work order – Health, safety, welfare of public in jeopardy…*

a. *Stop work order...*

b. *Form of order.* The stop work order shall be in writing and shall be given to the person to whom the permit was issued, the owner, or the person responsible for the property. Upon issuance of a stop work order, the cited work shall immediately cease. All notices shall: (i) be in writing; (ii) contain the address of the property or a description of the property sufficient for identification; (iii) include a clear statement of the reason or reasons why the order is being issued; (iv) state the conditions under which work will be permitted to resume; and (v) shall require the person notified to appear within no more than ten (10) days at a specified time in the Office of the Code Official, to show cause why the work should be allowed to continue.

<u>Exception: *Emergencies*. Where an emergency exists, the Code Official shall not be required to give a written notice prior to the stopping of work. The Code Official shall be required to give verbal notice prior to stopping the work and provide subsequent written notice as soon as practically possible.</u>

c. *Stop work applicable to subdivision...*

d. [~~*Unlawful continuance*~~]<u>*Failure to comply*</u>. Any person who shall continue any work in or about the building or structure after having been served with a stop work order, except such work as that person has been directed to

perform to remove a violation of an unsafe condition, shall be considered to be in violation of this Chapter.

e. *Post-deprivation show cause hearing...*

3. *Unsafe buildings, structures, and equipment…*

a. Unsafe [~~C~~]conditions. Buildings, structures, or existing equipment that are or hereafter become unsafe, unsanitary, or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down, removed, or made safe as the Code Official deems necessary and as provided for in this section and Sec. 06.03.021, Emergency measures. A vacant structure that is not secured against unauthorized entry shall be deemed [~~to be~~]unsafe.

b. *Notice…*

4. *Method of service…*

6. *Prosecution of violation...*

7. *Removal of placard.* Any person who defaces or removes a violation notice, stop work order, or any other notice posted on a building, structure, or equipment by the Code Official, shall be considered to be in violation of this Chapter and is subject to a fine of up to one thousand dollars ($1,000.00) per occurrence.

8. *Costs.* The owner of the property or person responsible for the building or structure shall be responsible for all costs associated with the enforcement of this Chapter and the investigation, removal, remediation, or abatement of code violations including the costs of reports, studies, and opinions, prepared by design professionals, the institution and maintenance of temporary safeguards, restoration of unsafe buildings, structures or equipment, demolition, and reasonable attorney fees associated with the above. [~~The costs shall be liens on the property to the extent permitted by Title 25, Chapter 29 of the Delaware Code~~]Any unpaid costs may be considered a tax lien and collected in the same manner as other County real estate taxes.

9. *Penalties provisions...*

a. *Administrative fines.* Notwithstanding any other section of this Chapter, any person who is found to have violated any provision of this Chapter, permit, certificate, license, approved plan, or directive of the Code Official, in addition to any expense incurred by the County for the removal or abatement of such violation, will be assessed an administrative fine of up to one thousand dollars ($1,000.00) for each day the violation continues. [~~If~~

~~the fines are not paid within 30 days of the date of assessment, the fines may result in liens on the property to the extent permitted by Title 25, Chapter 29 of the Delaware Code~~]Any unpaid fine that is final and non-appealable may be considered a tax lien and collected in the same manner as other County real estate taxes.

b. *Refusal to issue any further building permits, inspections, and certificates of occupancy.* The Code Official may refuse to grant any further building permits, inspections or certificates of occupancy to the violator, to any corporation, partnership, joint venture, or other legal entity with which the violator has a controlling interest, or to any business entity formed by the violator in an attempt to circumvent the effect of this penalty. Note: The Code Official is authorized to withhold additional permits only [~~under~~]until the permit, license, or certificate holder remedies outstanding Code violations.

c. *Institution of remedial action...*

Section 10. *New Castle County Code* Chapter 6 ("Building Code"), Schedule of Permit and Review Fees, is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

SCHEDULE OF PERMIT AND REVIEW FEES
Building Permit…

Demolition Permit
Per structure fee: .....
Residential structure, other than single family dwelling $80.00
Single family dwelling and non-residential structures.....$130.00
Historic review fee: 10% of permit valuation fee
Residential structure, other than single family dwelling $8.00
Single family dwelling and non-residential structures.....$13.00

Mechanical or Plumbing Permit…

Expired permit fine…

Working without a permit
For residential work, except demolition permit work, performed by exempt owner defined in Sec. 06.03.012(A):

.....Permit fee plus additional fee equal to the valuation fee or, permit fee if valuation is inapplicable

For work, except demolition permit work, performed by all others:
Permit fee plus additional fee equal to the valuation fee or, permit fee if valuation is inapplicable

Minimum fee.....$300.00

For all demolition permit work performed:

Permit fee plus additional per structure fee $300.00

A person found in violation of demolition permit work performed on a historic contributing resource is subject to administrative penalties pursuant to Sec. 6.12.002(C)(9)

Section 11. Certain documents on file in the office of the Clerk of County Council, being marked and designated as the *International Building Code, 2021 edition, International Residential Code, 2021 edition, International Mechanical Code, 2021 edition, International Plumbing Code, 2021 edition, International Fuel Gas Code, 2021 edition*, *International Existing Building Code, 2021 edition*, *International Swimming Pool and Spa Code, 2021 edition*, and *International Energy Conservation Code, 2018 edition*, all published by the International Code Council, are hereby adopted as the Building Code of New Castle County for the control of buildings and structures as provided in this Chapter. All the sections, conditions and terms of the above referenced International Codes are hereby referred to, adopted and made a part of this Chapter as if fully set out in this section, with the additions, insertions, deletions, and changes prescribed in this ordinance.

Section 12. Inconsistent ordinances and resolutions repealed. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed upon the effective date of this Ordinance.

Section 13. Effective date of the provisions of the Ordinance. The provisions of this Ordinance shall become effective on January 1, 2024.

Section 14. Continuation of existing ordinances and resolutions. The sections appearing in this Ordinance, so far as they are in substance the same as those ordinances and resolutions adopted and included in the *New Castle County Code*, shall be considered as continuations thereof and not as new enactments.

Section 15. Continuation of existing institutions, rights, and liabilities. The revisions of prior ordinances, resolutions, rules and regulations, provided for in this Ordinance, shall not affect any act done, or any cause of action accruing or accrued or established, or any suit or proceeding had or commenced in any civil action, nor any plea, defense, bar or matter existing before the time when such revisions shall take effect; but the proceedings in every such case shall conform with this ordinance to the extent applicable.

All the provisions of ordinances, resolutions, rules and regulations revised by this Ordinance shall be deemed to have remained in force from the time when they began to take effect, so far as they may apply to any department, agency, office or trust, or of any transaction or event of any limitation or any right or obligation or the construction of any contract already affected by such ordinances, resolutions, rules and regulations, notwithstanding the revisions of such provisions.

No offense committed and no penalty or forfeiture incurred, under any of the ordinances, resolutions, rules and regulations revised by this Ordinance and before the time when such revisions shall take effect shall be affected by such revisions.

No action or prosecution, pending the effective date of the revisions provided in this Ordinance, for any offense committed or for the recovery of any penalty or forfeiture incurred under any of the ordinances, resolutions, rules and regulations revised herein shall be abated or affected by such revisions, except that the proceedings in such action or prosecution shall conform with this Ordinance if applicable.

The provisions in this Ordinance shall not be construed to abolish or impair existing remedies available to New Castle County or its officers or agencies relating to the remediation of any dangerous, unsafe, or unsanitary condition.

Section 16. Severability. It is hereby declared to be the intention of the County Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance. If any provision of this Ordinance is found to be unconstitutional or void, the applicable former ordinance provisions shall become effective and shall be considered as continuations thereof and not as new enactments regardless if severability is possible.

Section 17. Other laws. The provisions of this Ordinance shall not be deemed to nullify any provisions of local, state, or federal law except as stated in Section 11 above.

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: The following is a summary of the revisions contained in this Ordinance broken down by *New Castle County Code* Article or Section number.

Sec. 6.01.001. This amendment aligns Chapter Six with the 2021 International Codes, including adding language to the Chapter purpose and existing structures subsections.

Sec. 6.02.001. This amendment adds definitions for Contributing Resource and Third Party Plan Reviewer.

Sec. 6.03.004. This amendment aligns the license revocation penalty with Administrative Enforcement provisions in Section 6.12.002.C.9.d.1.

Sec. 6.03.010. This amendment defines NCC Public Works as the agency approving equipment and aligns the license revocation penalty with Administrative Enforcement provisions in Section 6.12.002.C.9.d.1.

Sec. 6.03.012. This amendment removes non-permit endorsed contractors from obtaining demolition permits; creates a separate subsection for residential work exempt from a permit; clarifies exemptions for roofing, stucco, concrete slabs and shade structures; and adds pergolas, carports and patio covers to residential work exempt from a permit.

Sec. 6.03.013. This amendment aligns with the 2021 International Codes for submittal document requirements related to digital format and minimum design requirements for non-residential exterior balconies and elevated walking surfaces.

Sec. 6.03.016. This amendment aligns Chapter Six fees language with the 2021 International Codes and restricts the ability of a person to work without a permit on historic alterations.

Sec. 6.03.018. This amendment clarifies the third party inspector language including: removes third party inspector definition already in Article 2; defines that agency work relates to required building permit inspections and clarifies the responsibilities related to design professional supervision.

Sec. 6.03.019. This amendment aligns Chapter Six with the 2021 International Codes with respect to data defined on Certificates.

Sec. 6.03.020. This amendment corrects references to the HRB and Chapter 40 of the NCC Code. The newly defined contributing resource language for historic structures is incorporated and states the Code Official will initiate administrative enforcement for demolition without a permit

Sec. 6.03.021. This amendment aligns Chapter Six with the 2021 International Codes related to an owner's authorized agent and restoration of unsafe structures.

Sec. 6.04.001. This amendment adopts the 2021 International Building Code (IBC) as the building code for New Castle County.

Sec. 6.04.002. This amendment relates to IBC code specific amendments, including: defines the IBC code version used for Chapter Six amendments; adds automatic doors requirements for public spaces defined by *Del. C.* ch. 45 "Equal Accommodations"; adds subsidence areas reference in the questionable soils section of the IBC; defines standard lateral soil data in the absence of such data; and removal of unnecessary code amendments due to IBC revisions.

Sec. 6.05.001. This amendment adopts the 2021 International Residential Code (IRC) as the residential code for New Castle County.

Sec. 6.05.002. This amendment relates to IRC code specific amendments, including: defines the IRC code version used for Chapter Six amendments; exclusion from adoption of the International Fire Code in favor of retention of the fire prevention regulations adopted by the State Fire Marshal's Office; updates climatic and geographic design criteria; mandates the installation of automatic sprinklers effective January 1, 2025; removes previous sprinkler design and installation criteria amendments as IRC now recognizes both P2904 and NFPA 13D; recognizes the Statewide Fuel Gas Code; amends the existing minimum footing thickness from 6 inches to 8 inches in IRC table references; clarifies the adoption of Appendix AE and AJ appendices; and includes subsection renumbering and removal of unnecessary code amendments due to IRC revisions.

Sec. 6.09.001. This amendment adopts the 2021 International Existing Building Code (IEBC) as the existing building code for New Castle County.

Sec. 6.09.002. This amendment relates to IEBC code specific amendments, including: defines the IEBC code version used for Chapter Six amendments; clarifies the definition for existing building and existing structure; and renumbering to align with IEBC revisions.

Sec. 6.10.002. This amendment defines the Statewide Energy Conservation Code (IECC) version used for Chapter Six amendments.

Sec. 6.11.001. This amendment adopts the 2021 International Swimming Pool and Spa Code (ISPSC) as the swimming pool and spa code for New Castle County.

Sec. 6.11.002. This amendment relates to ISPSC code specific amendments, including: defines the ISPSC code version used for Chapter Six amendments; removal of unnecessary code amendments due to ISPSC revisions; and modifies structure wall as barrier provisions that are not less restrictive due to ISPSC revisions.

Sec. 6.12.002. This amendment relates to administrative enforcement amendments, including: aligns Chapter Six with 2021 International Codes related to emergency exception for form of order, subsection titles and unsafe conditions; adds collection of unpaid fines through the existing property lien process with language used in Chapter 40 and Chapter 7; and defines the fine for removal of stop work order placard.

Schedule of Permit and Review Fees. This amendment establishes a historic review fee for demolition permits and defines that all demolition permit work without a permit is subject to a per structure fee.

FISCAL NOTE: This ordinance, if approved, would mandate the installation of residential sprinklers, effective Jan. 1, 2025. The Department of Land Use would be required to create a new permitting process resulting in an additional 1,000 – 1,200 sprinkler plan reviews and an equal number of field inspections. Land Use would need two (2) new positions (one (1) Plan Examiner and one (1) Code Inspector position) to cover this increase in workload. This would increase the salary and benefits expenses by $64,676 in FY2025 and an additional $67,416 in FY2026 (net increase of $132,092). There will also be an increase in revenue of $7,000 per year due to the addition of two historic review fees for residential and commercial structures.

Introduced by: Ms. Durham, Ms. George
Date of introduction: August 29, 2023

ORDINANCE NO. 23-122

AMENDING *NEW CASTLE COUNTY CODE* CHAPTER 40 (THE "UNIFIED DEVELOPMENT CODE"), ARTICLE 22 ("DRAINAGE, UTILITIES, SEPTIC SYSTEMS, PARKING, LOADING, AND LIGHTING") AND ARTICLE 33 ("DEFINITIONS") RELATING TO LIGHT POLLUTION IN NEW CASTLE COUNTY

WHEREAS, New Castle County recognizes the importance of energy conservation as a means of achieving energy independence, reducing unnecessary expenses, and reducing any negative environmental impact of energy generation; and

WHEREAS, the use of artificial outdoor lighting has proliferated in New Castle County, resulting in a disruption to the natural patterns of wildlife and substantial negative environmental impacts, increases in health implications, and wasted energy; and

WHEREAS, night skies are considered an air quality-related value under the *Clean Air Act Amendments of 1977*, and air quality, in turn, affects the quality of the night sky; and

WHEREAS light trespass from night lighting fixtures has increased dramatically, negatively impacting the natural environment and the quality of life of people in the County by, among other things, reducing night sky visibility and enjoyment for citizens and visitors alike; and

WHEREAS, exposure to artificially extended daytime light is resulting in numerous problems to our citizens, including sleep deprivation, fatigue, anxiety, stress, and other health problems; and

WHEREAS, vast amounts of money have been and continue to be wasted on outdoor lighting; importantly, in contrast, proper and more efficient outdoor lighting provides an appropriate amount of light… not too little and not too much; and

WHEREAS, limiting energy use and redirecting lighting to point downward, or in a manner that substantially reduces disturbance to surrounding properties and/or night sky light pollution will reduce energy costs, and provide a more natural environment for wildlife and the residents of the County; and

WHEREAS, light pollution is now documented as one of the leading causes of insect decline, through exhaustion, collision, incineration or increased predation, and which cascades then into ecosystem decline, as well as negative impacts to birds, wildlife and even fish as described by the National Wildlife Federation; and

WHEREAS, inexpensive night lighting fixtures are readily available and are designed to direct light only where it is needed, distribute light more efficiently and effectively, and thereby reduce glare, power consumption, and cost; and

WHEREAS, although artificial light at night has revolutionized the way we live and work outdoors, it has come at a price, and as the International Dark-Sky Association has documented, when used indiscriminately, outdoor lighting can disrupt wildlife, impact human health, waste money and energy, contribute to climate change, and block our view of the universe; and

WHEREAS, County Council has determined that the provisions of this Ordinance will substantially advance, and are reasonably and rationally related to, legitimate government interests by promoting the health, safety, prosperity, and welfare of the citizens of New Castle County.

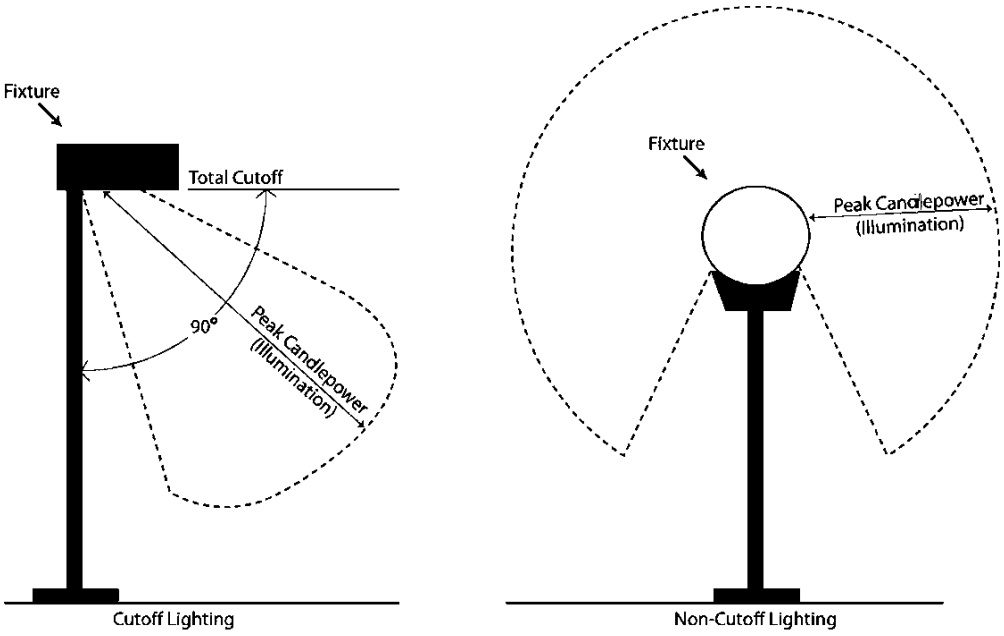
NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Ch. 40 (the "Unified Development Code"), Article 22 ("Drainage, Utilities, Septic Systems, Parking, Loading, and Lighting"), Section 40.22.720 ("Lighting Standards") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.22.720. - Lighting Standards.

A. Various ~~Two (2)~~ types of light fixtures ~~sources~~ or luminaires ~~luminaries~~ are available (*See* Figure 40.22.720). One ~~(1)~~ is a semi-cutoff fixture, directing the light to limit view of the light source or luminaire. Another ~~The second~~ is a cutoff fixture, fully shielding the light source from view. The maximum permitted illumination and the maximum permitted luminaire height are set forth in Table 40.04.111.

Figure 40.22.720
TYPES OF LUMINAIRE ~~LUMINARIE~~



~~40-22-720~~

Luminaire with cut-off less than 90 deg.

B. Regardless of whether the surface to be lit is primarily horizontal or non-horizontal, all luminaire output is to be aimed downward where possible, have no direct uplight, and shall meet Illuminating Engineering Society ("IES") full-cutoff/fully shielded criteria. In addition, luminaires shall have an IES Backlight Uplight Glare ("BUG") rating of at least B2-U0-G2, but a luminaire with a rating of B1-U0-G1 is preferred and shall be utilized if available.

C. Luminaires with an aggregate rated lamp output not exceeding 500 lumens, *e.g.*, the rated output of a standard non-directional 40-watt incandescent, 10-watt LED, or 10-watt compact fluorescent lamp, are exempt from the requirements of this Section.

D. When a nonresidential use is adjacent or very near to a residential zoning district or use, the maximum illumination shall not exceed one-tenth (0.1) foot candle measured line of sight at the residential property line. ~~Non-cutoff street lights shall only be permitted if required by DelDOT.~~ All light sources ~~or luminaires that are installed pursuant to a plan submitted after January 1, 2022~~ shall utilize LEDs or other ~~luminaire~~ light emitting technologies that meet or exceed the energy efficiency of LEDs.

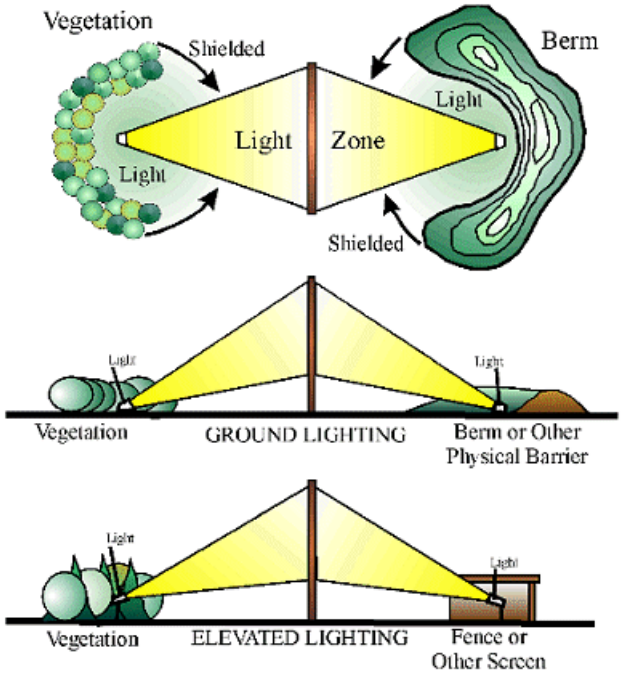
Section 2. *New Castle County Code* Ch. 40 ("Unified Development Code"), Article 22 ("Drainage, Utilities, Septic Systems, Parking, Loading, and Lighting"), Section 40.22.741 ("Sign lighting, shielded spotlights") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.22.741. - Sign lighting, ~~shielded~~ spotlights and floodlights.

A. Spotlights and floodlights ~~Shielded spots spotlights~~ shall be screened by ~~evergreen landscaping,~~ walls, berms, and/or cutoff shielding so the light source is not visible off site. All ~~shielded spots~~ spotlights and floodlights ~~in plans submitted after January 1, 2022~~ shall utilize LEDs or other ~~luminaire~~ light emitting technologies that are at least as energy efficient as LEDs. In most cases, a combination of cutoff shielding and a landscape or other feature will be needed to provide the necessary screening. Figure 40.22.741 provides an example of how this objective is to be accomplished.

B. In addition, spotlights and floodlights are to be installed and aimed so that they do not project their output onto neighboring residential properties, past the object being illuminated, skyward, or onto a public roadway, as best as is reasonably possible. Spotlights and floodlights installed above grade on residential properties shall not be aimed out more than 45º from straight down. When a spotlight or floodlight creates glare, as viewed from a neighboring residential property, it shall be re-aimed and/or fitted with a shielding device, if not already in place, to block the direct view of the glare from neighboring residences.

Figure 40.22.741
SHIELDED SPOTLIGHTS FOR SIGNS



C. Vegetation screens must not be the primary means for shielding. Rather, glare control shall be achieved primarily through the use of means such as full cutoff/fully shielded luminaires, shields and baffles, and appropriate application of luminaire mounting height, wattage, aiming angle, and luminaire placement.

D. Spotlights and floodlights with an aggregate rated lamp output not exceeding 500 lumens, *e.g.*, the rated output of a standard nondirectional 40-watt incandescent, 6-watt LED, or 10-watt compact fluorescent lamp, are exempt from the requirements of this Section.

E. Flag poles. It is preferred that flagpoles not be illuminated and that the traditional raising of the flag after dawn and lowering of the flag before sunset be followed. However, a flag may be displayed if properly illuminated from above during the hours of darkness. The luminaire must shine down at 90° and be fully shielded. The total number of lumens output from any luminaire mounted on top of a flagpole is limited to 2500 lumens.

Section 3. *New Castle County Code* Ch. 40 ("Unified Development Code"), Article 22 ("Drainage, Utilities, Septic Systems, Parking, Loading, and Lighting"), Section 40.22.750 ("Lighting, Generally") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.22.750. Lighting, generally.

~~A. Exterior lights for nonresidential uses shall be shielded, shaded, or directed so that light intensity and glare shall not adversely affect neighboring residential property owners or passing motorists, and emit no upward light. Such lighting shall be considered to adversely affect another person when such lighting would disturb a person of normal sensibilities.~~

AB. Exterior lights in residential areas shall be shielded, shaded, or directed, as best as is reasonably possible, so that light intensity and glare shall not adversely affect neighboring property owners, pedestrians, or passing motorists, consistent with Sec. 40.22.720., and emit no upward light. Such lighting shall be considered to adversely affect someone when the lighting would disturb a person of normal sensibilities. All exterior lights in residential areas ~~in plans submitted after January 1, 2022~~ shall utilize LED or other ~~luminaire~~ light emitting technologies that are at least as energy efficient as LEDs. ~~Such lighting shall be considered to adversely affect another person when such lighting would disturb a person of normal sensibilities.~~

BC. All exterior lights for nonresidential uses ~~in plans submitted after January 1, 2022~~ shall utilize LED or other ~~luminaire~~ light emitting technologies that are at least as energy efficient as LEDs, having a light source efficacy of no less than 90 lumens per watt, and utilize "warm-white" or filtered LEDs (Correlated Color Temperature (CCT) ≤ 3000K; S/P (Scotopic/Photopic) ratio ≤ 1.2) to minimize blue light emission.

C~~D~~. Because of the higher luminous efficiency of LEDs and potential environmental and ecological impacts and cost savings, plans for exterior lighting should strive to avoid over-lighting.

Section 4. *New Castle County Code* Ch. 40 ("Unified Development Code"), Article 33 ("Definitions"), Division 40.33.300 ("General Definitions") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

…

~~Cutoff-type luminaire. An outdoor lighting fixture, or luminaire, with shields, reflectors, or refractor panels which direct and cut off the light at an angle that is less than ninety (90) degrees.~~

Cutoff fixture. An outdoor lighting fixture or luminaire with intensity at or above 90° (horizontal) no more than 2.5% of lamp lumens and no more than 10% of lamp lumens at or above 80°. *See* Figure 40.22.720.

~~*Luminaire, cutoff-type.* See *Cutoff-type luminaire*.~~

~~*Cutoff angle.* The angle, formed by a line drawn from the light source to the ground, and a line perpendicular to the ground from the light source, above which no light is emitted.~~

Cutoff angle of a luminaire. The angle of an outdoor light fixture or luminaire, measured up from the nadir (*i.e.*, straight down), between the vertical axis and the first line of sight at which the bare source (the bulb or lamp) is not visible.

Section 5. This Ordinance shall become effective on July 1, 2024, following passage by New Castle Council and approval of 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
of New Castle County

SYNOPSIS: This Ordinance proposes changes which include revising *New Castle County Code* Chapter 40, Article 22 to provide more strategic and intentional light direction, instead of, for example, use of vegetative screens as the primary source of light shielding. The Ordinance also proposes supporting changes to definitions in Chapter 40, Article 33.

Improving energy usage and directing lighting only to where needed will limit light pollution, disruption of natural environmental patterns, negative health implications, and the cost of energy in New Castle County. Furthermore, vegetative screens can easily die or be damaged or seasonal in nature, and, when this occurs, are not always replaced in a timely manner and/or adequately meet their needs.

Finally, vegetative screens can be part of the solution, but, for the reasons noted above, should not be the primary means of shielding light. This Ordinance shall become effective on July 1, 2024

FISCAL NOTE: There is no discernible fiscal impact.

Introduced by: Mr. Bell
Date of introduction: August 29, 2023

RESOLUTION NO. 23-140

CELEBRATING THE 100TH BIRTHDAY OF LOIS SCOTT BELL

WHEREAS, Lois Scott Bell was born on September 2, 1923, in Morristown, New Jersey, to Edward and Florence Scott; and

WHEREAS, Mrs. Bell met and married the love of her life Wallace A. Bell on March 2, 1946. They were married until his passing in 1993. She is the mother of five wonderful children; Wayne, Pam (Kent), Debbie (Steve), Barbara (Mike), and Scott (Nancy); grandmother of 14; and great-grandchildren of 22; and

WHEREAS, Mrs. Bell lived in Morris County, New Jersey, until she moved to Delaware in 1993 and is currently living in Meadowcrest, Middletown; and

WHEREAS, Mrs. Bell loved being a full-time mother, housekeeper, cook, chauffeur, seamstress, and cheerleader. After raising her family, she worked as an administrative assistant for a realtor and re-insurance broker until her retirement; and

WHEREAS, Mrs. Bell truly loves her family and is a devoted role model. Her family and friends have always thought of her as the most loving, caring, devoted, and selfless person. In addition to her family, she enjoys sewing, cooking and spending time at the beach; and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby celebrates and congratulates Lois Scott Bell on a very HAPPY 100TH BIRTHDAY and wishes her many more to come.

Adopted by County Council of
New Castle County on: 8/29/2023

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President of County Council
of New Castle County

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

Introduced by: Ms. Hartley-Nagle
Date of introduction: August 29, 2023

RESOLUTION NO. 23-141

HONORING FAITHFUL FRIENDS ANIMAL SOCIETY FOR ITS DEDICATION TO ANIMAL WELFARE AND CELEBRATING THE GRAND OPENING OF ITS HEADQUARTERS IN NEW CASTLE

WHEREAS, "the greatness of a nation and its moral progress can be judged by the way its animals are treated." – Mahatma Gandhi; and

WHEREAS, Faithful Friends Animal Society, an esteemed animal welfare organization, has been dedicated to improving outcomes for animals in shelters and assisting pet owners across Delaware since its inception in 2000; and

WHEREAS, Faithful Friends commitment to animal welfare has led to significant reforms and major advancements in Delaware's animal shelter standards, contributing to the state's achievement of no-kill status, becoming one of just three no-kill states in the country; and

WHEREAS, the new headquarters of Faithful Friends, located at 165 Airport Road in New Castle, represents a significant milestone in the organization's journey, providing increased capacity to shelter, train, and care for a higher volume of animals, along with enhanced green spaces for dogs and visitors; and

WHEREAS, the new facility at Airport Road will continue to offer essential services such as community veterinary care, a pet food bank, and obedience training, further reinforcing Faithful Friends mission to help animals live happy and healthy lives; and

WHEREAS, the dedication and hard work of Faithful Friends founder and Executive Director, Jane Pierantozzi, along with the tireless efforts of the organization's staff and volunteers, have been instrumental in the organization's success and positive impact on animal welfare in Delaware; and

WHEREAS, Faithful Friends advocacy efforts have resulted in significant legislative changes, such as Delaware's first spay/neuter legislation, the creation of the state's Animal Shelter Standards Law, and the establishment of the Office of Animal Welfare under the Department of Health and Human Services; and

WHEREAS, the grand opening of Faithful Friends new headquarters represents a new beginning for the organization, providing ample space for animal comfort, healing, and enrichment, as well as community engagement and outreach; and

WHEREAS, the generosity and support of donors have made the construction of the new facility possible, demonstrating the community's dedication to the welfare of animals and underscoring the critical role Faithful Friends plays as a beacon of hope for pet owners and animal lovers alike; and

WHEREAS, Faithful Friends comprehensive approach, which focuses on saving all healthy, treatable, and trainable animals, aligns with the County Council's commitment to promoting animal welfare and ensuring the well-being of pets and their owners; and

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby commends Faithful Friends Animal Society for its invaluable contributions to animal welfare and celebrates the grand opening of its new headquarters in New Castle; and

BE IT FURTHER RESOLVED that County Council of New Castle County recognizes Faithful Friends significant achievements in transforming Delaware into a no-kill state and acknowledges the organization's pivotal role in advocating for compassionate and responsible pet care; and

BE IT FURTHER RESOLVED that the County Council of New Castle County extends its gratitude to Jane Pierantozzi, the staff, and volunteers of Faithful Friends for their unwavering dedication and tireless efforts to improve the lives of animals and enhance the bond between pets and their owners; and

BE IT FURTHER RESOLVED that the County Council of New Castle County applauds Faithful Friends vision and commitment to the community, as demonstrated by its new facility, which serves as a model for animal welfare organizations and shelters; and

BE IT FURTHER RESOLVED that the County Council of New Castle County encourages all residents to support Faithful Friends in its mission to ensure the well-being of animals and create a more compassionate and humane society for pets and their owners.

Adopted by County Council of
New Castle County on: 8/29/2023

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President of County Council
of New Castle County

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

Introduced by: Ms. Hartley-Nagle
Date of introduction: August 29, 2023

RESOLUTION NO. 23-142

HONORING ROBERT WASSERBACH FOR HIS UNWAVERING DEDICATION TO PUBLIC SERVICE AND ANIMAL WELFARE

WHEREAS, "One of the greatest gifts we can give to our community is to make it a more compassionate place for animals." – Jane Pierantozzi, Founder and Executive Director of Faithful Friends Animal Society; and

WHEREAS, Robert Wasserbach has served as President of the Board of Directors of Faithful Friends Animal Society since July 2013, dedicating two decades of his life to the advancement of animal welfare and the protection of vulnerable animals; and

WHEREAS, Robert Wasserbach's exemplary service commenced in 2003 when he joined the Board of Directors of Children's Advocacy Center of Delaware, a commitment that has continued to this day, showcasing his enduring dedication to causes that uplift society's most vulnerable members; and

WHEREAS, Robert Wasserbach's devotion to service extended to his role as County Auditor for New Castle County from May 2005 to the present, highlighting his commitment to the well-being of the community he serves; and

WHEREAS, prior to his tenure as County Auditor, Robert Wasserbach demonstrated his financial acumen as Senior Tax Manager at PNC Financial Services Group from February 1997 to September 2003 and as Audit Manager at Wilmington Trust from December 1978 to February 1997; and

WHEREAS, Robert Wasserbach's educational background, including a Juris Doctor degree from Widener University School of Law, an M.S. in Taxation from Widener University, and a B.S. in Accounting from the Alfred Lerner College of Business & Economics at the University of Delaware, exemplifies his commitment to academic excellence and preparedness; and

WHEREAS, Robert Wasserbach's leadership, vision, and unwavering dedication were instrumental in the realization of Faithful Friends Animal Society's new headquarters, a facility that empowers the organization to save more animals, with a projected 25% increase in lifesaving capacity over the next two years; and

WHEREAS, Robert Wasserbach's guidance and advocacy have contributed significantly to the evolution of Faithful Friends Animal Society, which has played a pivotal role in transforming Delaware into one of only three no-kill states in the nation; and

WHEREAS, Robert Wasserbach's involvement in the creation of Delaware's Animal Shelter Standards Law and his role in pushing for the recognition of animal welfare services as a supportive state agency underscore his commitment to enacting lasting change; and

WHEREAS, Robert Wasserbach's leadership and determination have inspired individuals, organizations, and legislators to work collaboratively in support of animal welfare, leading to the establishment of the Office of Animal Welfare under the Department of Health and Human Services; and

WHEREAS, Robert Wasserbach's steadfast dedication, coupled with his astute financial management, played an essential role in the completion of Faithful Friends Animal Society's new headquarters despite challenges posed by the pandemic and other factors; and

WHEREAS, Robert Wasserbach's contributions, both as a leader and as a tireless advocate, have not only improved the lives of countless animals but have also demonstrated the profound impact that one individual can have on creating a more compassionate and just society; and

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council expresses its deepest gratitude to Robert Wasserbach for his selfless service, visionary leadership, and unwavering dedication to animal welfare and the betterment of the community; and

BE IT FURTHER RESOLVED that the New Castle County Council hereby honors and commends Robert Wasserbach for his instrumental role in the realization of Faithful Friends Animal Society's new headquarters and its potential to save more animals, fostering a brighter future for vulnerable creatures in need.

Adopted by County Council of
New Castle County on: 8/29/2023

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President of County Council
of New Castle County

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

Introduced by: Ms. Hartley-Nagle
Date of introduction: August 29, 2023

RESOLUTION NO. 23-143

HONORING AND RECOGNIZING BRIGADIER GENERAL KENNETH M. HALTOM FOR HIS DISTINGUISHED MILITARY CAREER AND SERVICE

WHEREAS, "Leadership is not about being in charge. It is about taking care of those in your charge." – General Mark Welsh III, Former Chief of Staff, U.S. Air Force; and

WHEREAS, Brigadier General Kenneth M. Haltom has exemplified the ideals of leadership, dedication, and selfless service throughout his distinguished military career, thereby earning the utmost respect and admiration of his peers, subordinates, and the entire New Castle County community; and

WHEREAS, with unwavering commitment, Brig. Gen. Kenneth M. Haltom has upheld the values of the Delaware Air National Guard and the United States Armed Forces, dedicating over three decades to the defense and protection of our nation; and

WHEREAS, born of a deep sense of duty and patriotism, Brig. Gen. Haltom embarked on his military journey by being commissioned through Army ROTC in 1989, initiating a career that would span continents, conflicts, and accomplishments; and

WHEREAS, Brig. Gen. Haltom's remarkable journey led him to serve in various capacities, including active duty in the United States Army from 1989 to 1992, where he demonstrated exceptional bravery during the Gulf War and earned multiple awards, including the prestigious Southwest Asia Service Medal; and

WHEREAS, as an Army Reservist, he further extended his commitment to the cause of freedom, serving a nine-month tour in Bosnia in 1999-2000, exemplifying his dedication to international stability and peacekeeping efforts; and

WHEREAS, Brig. Gen. Haltom's profound legal expertise and commitment to justice culminated in his role as State Judge Advocate, where he provided invaluable legal counsel and guidance to the Delaware Air National Guard, contributing significantly to the operational readiness and efficiency of the force; and

WHEREAS, throughout his illustrious career, Brig. Gen. Haltom pursued continuous personal and professional growth, attaining advanced education milestones, including a Juris Doctor in Law from Widener University, as well as completing rigorous courses from Squadron Officer School, Air Command and Staff College, and Air War College; and

WHEREAS, Brig. Gen. Haltom's legacy of leadership, mentorship, and integrity has positively impacted countless lives within the Delaware National Guard and beyond, fostering a culture of excellence and dedication that will endure long after his well-deserved retirement; and

WHEREAS, Brig. Gen. Haltom's numerous accolades, including the Meritorious Service Medal, Air Force Commendation Medal, and Army Commendation Medal, reflect his exceptional contributions, commitment, and the highest standards of performance; and

WHEREAS, Brig. Gen. Kenneth M. Haltom's illustrious career culminated in his promotion to the esteemed rank of Brigadier General on March 8, 2020, a testament to his exceptional leadership and the trust placed in him by his superiors and peers.

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council hereby extends its deepest gratitude and utmost respect to Brigadier General Kenneth M. Haltom for his dedicated and honorable service to the Delaware National Guard, the State of Delaware, and the United States of America; and

BE IT FURTHER RESOLVED that this resolution stands as a lasting tribute to the remarkable achievements, sacrifices, and contributions of Brig. Gen. Haltom throughout his illustrious military career and in celebration of his well-deserved retirement.

Adopted by County Council of
New Castle County on: 8/29/2023

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President of County Council
of New Castle County

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

Introduced by: Mr. Hollins, Mr. Street, Mr. Smiley
Date of introduction: August 29, 2023

RESOLUTION NO. 23-144

COMMEMORATING THE 60TH ANNIVERSARY OF THE MARCH ON WASHINGTON FOR JOBS AND FREEDOM AND RENEWING THE COMMITMENT TO CIVIL RIGHTS AND JUSTICE FOR ALL

WHEREAS, 2023 marks the 60th Anniversary of the March on Washington for Jobs and Freedom was held on August 28, 1963, in Washington, D.C.; and

WHEREAS, on August 28, 1963, the world witnessed a moment that would go down in history as one of the most pivotal and influential events in the fight for civil rights. Standing in front of the Lincoln Memorial, Martin Luther King, Jr. delivered his iconic speech, proclaiming to the nation and the world, "I have a dream." He forever changed the course of American history; and

WHEREAS, the March on Washington was one of the most influential events in American history; and

WHEREAS, organized in response to high levels of African American unemployment, work that offered most African Americans only minimal wages and poor job mobility, systematic disenfranchisement of many African Americans, and the persistence of racial segregation in the American South, the March on Washington called for collective action to demand civil rights protections and economic justice; and

WHEREAS, the March on Washington brought together a diverse group of speakers and performers, reflecting the unity and solidarity that the civil rights movement embodied, from respected artists like Marian Anderson, Odetta, Joan Baez, and Bob Dylan to civil rights leaders such as John Lewis, Whitney Young, and Roy Wilkins, the event showcased the power of collective action; and

WHEREAS, speakers at the March on Washington demanded effective Civil Rights legislation that included fair access to housing, integrated education, voting rights protections, and work with dignity to defeat unemployment; and

WHEREAS, the 250,000 marchers, representing civil rights groups, labor organizations, and religious organizations from all over the country, traveling on planes, buses, trains, and by foot, were asked to carry the message of equal commitment and equal effort for jobs and freedom back home to their friends and neighbors; and

WHEREAS, Dr. King's powerful words challenged the nation to envision a future where all races and religions could come together, hand in hand, singing the words of freedom. The March on Washington, electrified by Dr. King's impassioned speech, played a significant role in bringing an end to the oppressive Jim Crow laws, leading to the passing of the landmark Civil Rights Act of 1964 and Voting Rights Act of 1965, marking the beginning of the modern civil rights era, and demonstrated the impact and the importance of government and community collaboration.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council on the occasion of the 60th Anniversary of the March on Washington hereby renews its commitment to sustainable and effective action to ensure civil rights and economic justice for all; and

BE IT FURTHER RESOLVED County Council hereby recognizes the immeasurable value that the March on Washington has had on American history; and

BE IT FURTHER RESOLVED County Council joins the citizens of New Castle County, national leaders, community groups, and people all over the country to express gratitude to the marchers and organizers of the March on Washington; and

BE IT FURTHER RESOLVED County Council pledges to honor the legacy of the March on Washington by continuing to work to end practices that significantly and disproportionately reduce employment opportunities for African Americans and continue to work to support and empower grassroots community leaders in their efforts to improve the quality of life of all residents of New Castle County.

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.

Introduced by: Ms. Kilpatrick, Mr. Bell
Date of introduction: August 29, 2023

RESOLUTION NO. 23-145

HONORING THE LIFE AND LEGACY OF JEFF BROSS

WHEREAS, Jeff Bross was born on February 28, 1947; and

WHEREAS, he accomplished many firsts as he grew up including becoming the Hockessin Boy Scout Troop 50's very first Eagle Scout; and

WHEREAS, Jeff graduated from the University of Delaware in 1969 as a professional engineer and served within that capacity for more than 50 years; and

WHEREAS, Jeff started his career in Newark, DE; relocated to Omaha, Nebraska and ultimately returned to Delaware to join Duffield Associates, where he served his clients and the public; and became a regular "visitor" to our New Castle County Council Chambers; and

WHEREAS, Jeff held many prominent professional positions throughout his life, both in Delaware and surrounding States, where he was able to mesh his love for sustainable and inclusive growth along with his conservation interests and ultimately was named Delaware's engineer of the year in 2006 and received the Water Resource Association of the Delaware River Basin's Samuel S. Baxter Memorial Award in 2010; and

WHEREAS, with all of Jeff's professional and community commitments, his greatest commitment was to his family including his wife Ann Hilkert (Sis), his daughters Megan (and her husband Magnus), Stephanie (and her husband Anthony), his son Brandon (and his wife Elizabeth), along with his grandchildren Dominic, Sienna, Mia, Cruz, Noah & Lucas, and his brother Eric; and

WHEREAS, Jeff Bross passed from this life on August 16, 2023, and has left a hole in our hearts.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby honors the life and legacy of Jeff Bross and extends its heartfelt sorrow to his family and friends.

Adopted by County Council of
New Castle County on: 8/29/23

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President of County Council
of New Castle County

SYNOPSIS: Same as title.
FISCAL IMPACT: There is no discernible impact upon the adoption of this resolution.

Introduced by: Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-146

PLAN OF SOCIETY SELF STORAGE; BRANDYWINE HUNDRED; NORTHWEST CORNER OF NAAMANS ROAD AND SOCIETY DRIVE; MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES TO CONSTRUCT A 90,000 SQUARE FOOT SELF-STORAGE FACILITY; CR ZONING; APPLICATION NO. 2021-0121; COUNCIL DISTRICT 8

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council hereby approves the following major land development plan, Plan of Society Self Storage (Application No. 2021-0121), as heretofore approved by the Land Use Department, and the President of County Council is hereby authorized to endorse her approval upon the following plan.

PLAN OF SOCIETY SELF STORAGE
Brandywine Hundred

Adopted by County Council of
New Castle County on: 8/29/2023

_____
President of County Council
of New Castle County

SYNOPSIS: Same as title

FISCAL IMPACT: This will have no immediately discernible fiscal impact on the county but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

MEMORANDUM

To: Council President
Members of County Council
Council to Council
Clerk of County Council

From: Charuni Patibanda

Re: Application No. 2021-0121
Society Drive Self Storage
Record Major Land Development Plan

Date: July 19, 2023

Enclosed for Council's review and consideration of approval are paper prints of the above-referenced plan. The Department has determined that this proposal complies with all applicable requirements of the New Castle County Code.

A suggested title, synopsis, and fiscal note are attached.

cc: Matthew Meyer, County Executive
Vanessa Phillips, Chief Administrative Officer
Brian Boyle, Senior Policy Director

Plan of Society Drive Self Storage; Brandywine Hundred; Northwest corner of Naamans Road and Society Drive; Major Land Development Plan that proposes to construct a 90,000 SF self-storage facility; CR zoning.

Synopsis: Same as title

Fiscal Note: This will have no immediately discernible fiscal impact on the county but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

PROPERTY SUMMARY

APPLICATION NUMBER	2021-0121
PLUS NUMBER	2021-05-05
TAX PARCEL #	06-036.00-100
PROPERTY ADDRESS	1000 SOCIETY DRIVE CLAYMONT, DELAWARE 19703
PROPERTY OWNER	SOCIETY 1000 LLC
PROPERTY OWNER ADDRESS	3304 OLD CAPITOL TRAIL WILMINGTON, DELAWARE 19808
LOT SIZE	2.31 ACRES
EXISTING LOTS	1
PROPOSED LOTS	1
EXISTING ZONING	ON (OFFICE NEIGHBORHOOD)
PROPOSED ZONING	CR (COMMERCIAL REGIONAL)
PROPOSED USE	SELF STORAGE (PERMITTED)
DEED OF RECORD	20190709 0052131
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88
STATE INVESTMENT LEVEL	1
TRAFFIC IMPROVEMENT DISTRICT	SITE IS NOT IN TID

ZONING (CR) REQUIREMENTS

BASED ON HEAVY RETAIL AND SERVICE USE REQUIREMENTS

	REQUIRED	PROPOSED
MINIMUM OSR/LSR	0.25	0.59
MAXIMUM GROSS FAR	0.28	0.90*
MAXIMUM NET FAR	0.37	1.20*
MINIMUM SITE AREA	5 ACRES	> 5 ACRES
MINIMUM LOT AREA	2 ACRES	2.31 ACRES
MINIMUM LOT WIDTH	100 FEET	106.75'
MINIMUM STREET YARD	40 FEET	77.23'
MINIMUM SIDE YARD	20 FEET	32.20'
MINIMUM REAR YARD	20 FEET	20.00'
MINIMUM PAVING STREET YARD	25 FEET	34.43'
MINIMUM PAVING OTHER YARD	5 FEET	26.40'
MAXIMUM BUILDING HEIGHT	50 FEET	<50'

* VARIANCE REQUIRED

UTILITIES

WATER SUPPLIER - VEOLIA. WATER SUPPLY IS SUBJECT TO THE APPROVAL OF THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DEPARTMENT OF PUBLIC HEALTH.

SANITARY DISPOSAL METHOD - NEW CASTLE COUNTY. SEWERAGE IS SUBJECT TO THE APPROVAL OF THE NEW CASTLE COUNTY DEPARTMENT OF PUBLIC WORKS. THE FOLLOWING IS THE ANTICIPATED SEWER FLOW CALCULATION: 1,000 SF OFFICE, 1 EMPLOYEE = 20 GPD

PROPOSED LAND USE SUMMARY

ALL VALUES ARE IN SQUARE FEET

BUILDING	OTHER IMPERVIOUS	TOTAL IMPERVIOUS	SWM AREA	OPEN SPACE	TOTAL
22,500	12,856	35,356	5,946	59,160	100,462

PURPOSE NOTE

THE PURPOSE OF THIS PLAN IS TO REZONE THE SITE FROM ON (OFFICE NEIGHBORHOOD) TO CR (COMMERCIAL RETAIL) AND TO CONSTRUCT A 4-STORY, 90,000 SF SELF STORAGE BUILDING AND ASSOCIATED SITE IMPROVEMENTS ON THE SUBJECT PROPERTY.

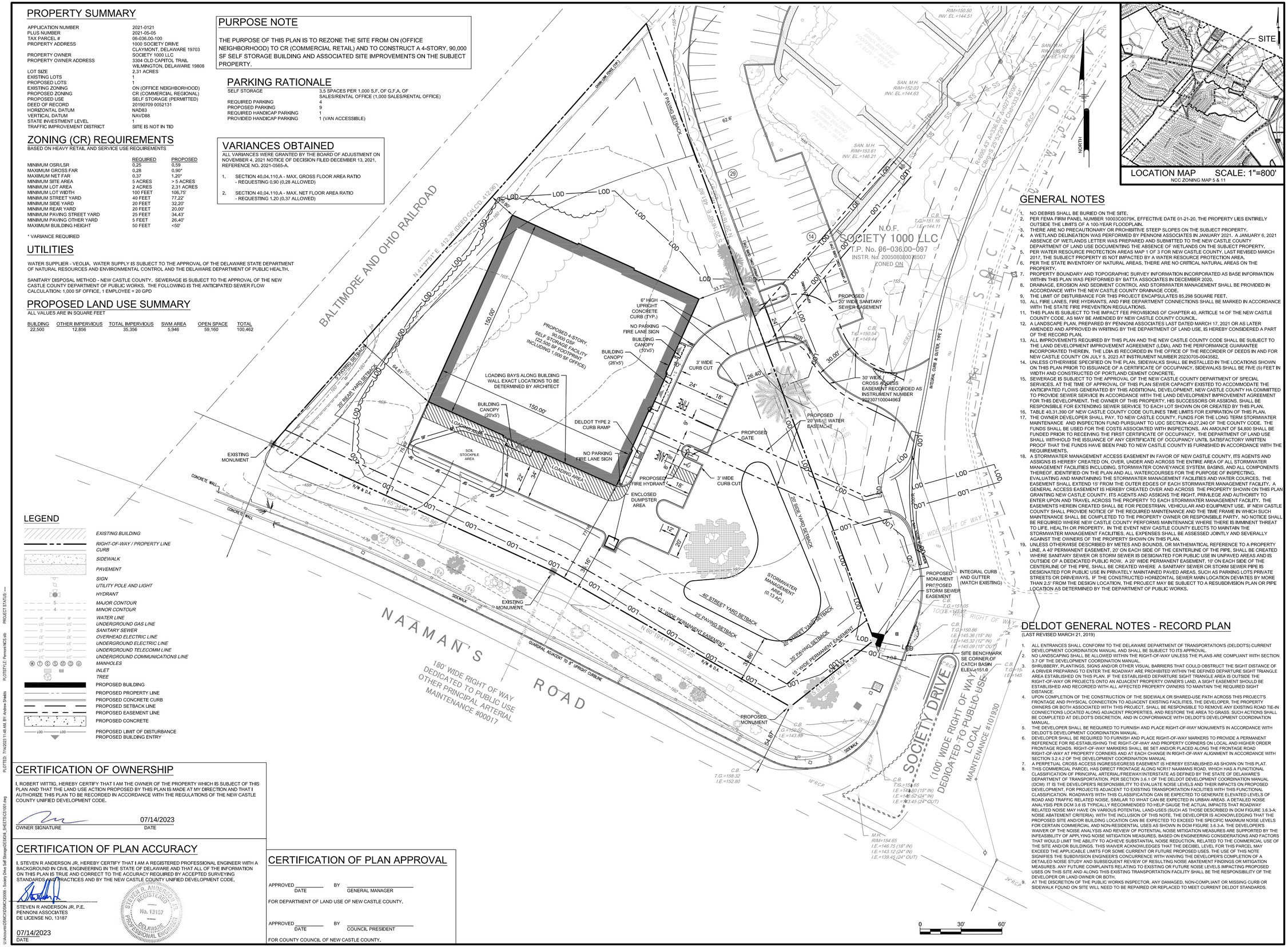
PARKING RATIONALE

SELF STORAGE	3.5 SPACES PER 1,000 S.F. OF G.F.A. OF SALES/RENTAL OFFICE (1,000 SALES/RENTAL OFFICE)
REQUIRED PARKING	4
PROPOSED PARKING	9
REQUIRED HANDICAP PARKING	1
PROVIDED HANDICAP PARKING	1 (VAN ACCESSIBLE)

VARIANCES OBTAINED

ALL VARIANCES WERE GRANTED BY THE BOARD OF ADJUSTMENT ON NOVEMBER 4, 2021 NOTICE OF DECISION FILED DECEMBER 13, 2021, REFERENCE NO. 2021-0565-A.

1. SECTION 40.04.110.A - MAX. GROSS FLOOR AREA RATIO
   - REQUESTING 0.90 (0.28 ALLOWED)
2. SECTION 40.04.110.A - MAX. NET FLOOR AREA RATIO
   - REQUESTING 1.20 (0.37 ALLOWED)



LEGEND

- EXISTING BUILDING
- RIGHT-OF-WAY / PROPERTY LINE
- CURB
- SIDEWALK
- PAVEMENT
- SIGN
- UTILITY POLE AND LIGHT
- HYDRANT
- MAJOR CONTOUR
- MINOR CONTOUR
- WATER LINE
- UNDERGROUND GAS LINE
- SANITARY SEWER
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELECOMM LINE
- UNDERGROUND COMMUNICATIONS LINE
- MANHOLES
- INLET
- TREE
- PROPOSED BUILDING
- PROPOSED PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED SETBACK LINE
- PROPOSED EASEMENT LINE
- PROPOSED CONCRETE
- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED BUILDING ENTRY

GENERAL NOTES

1. NO DEBRIS SHALL BE BURIED ON THE SITE.
2. PER FEMA FIRM PANEL NUMBER 10003C0079K, EFFECTIVE DATE 01-21-20, THE PROPERTY LIES ENTIRELY OUTSIDE THE LIMITS OF A 100-YEAR FLOODPLAIN.
3. THERE ARE NO PRECAUTIONARY OR PROHIBITIVE STEEP SLOPES ON THE SUBJECT PROPERTY.
4. A WETLAND DELINEATION WAS PERFORMED BY PENNONI ASSOCIATES IN JANUARY 2021. A JANUARY 6, 2021 ABSENCE OF WETLANDS LETTER WAS PREPARED AND SUBMITTED TO THE NEW CASTLE COUNTY DEPARTMENT OF LAND USE DOCUMENTING THE ABSENCE OF WETLANDS ON THE SUBJECT PROPERTY.
5. PER WATER RESOURCE PROTECTION AREAS MAP 1 OF 3 FOR NEW CASTLE COUNTY, LAST REVISED MARCH 2017, THE SUBJECT PROPERTY IS NOT IMPACTED BY A WATER RESOURCE PROTECTION AREA.
6. PER THE STATE INVENTORY OF NATURAL AREAS, THERE ARE NO CRITICAL NATURAL AREAS ON THE PROPERTY.
7. PROPERTY BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION INCORPORATED AS BASE INFORMATION WITHIN THIS PLAN WAS PERFORMED BY BATTA ASSOCIATES IN DECEMBER 2020.
8. DRAINAGE, EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT SHALL BE PROVIDED IN ACCORDANCE WITH THE NEW CASTLE COUNTY DRAINAGE CODE.
9. THE LIMIT OF DISTURBANCE FOR THIS PROJECT ENCAPSULATES 85,298 SQUARE FEET.
10. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
11. THIS PLAN IS SUBJECT TO THE IMPACT FEE PROVISIONS OF CHAPTER 40, ARTICLE 14 OF THE NEW CASTLE COUNTY CODE, AS MAY BE AMENDED BY NEW CASTLE COUNTY COUNCIL.
12. A LANDSCAPE PLAN, PREPARED BY PENNONI ASSOCIATES LAST DATED MARCH 17, 2021 OR AS LATER AMENDED AND APPROVED IN WRITING BY THE DEPARTMENT OF LAND USE, IS HEREBY CONSIDERED A PART OF THE RECORD PLAN.
13. ALL IMPROVEMENTS REQUIRED BY THIS PLAN AND THE NEW CASTLE COUNTY CODE SHALL BE SUBJECT TO THE LAND DEVELOPMENT IMPROVEMENT AGREEMENT (LDIA), AND THE PERFORMANCE GUARANTEE INCORPORATED THEREIN. THE LDIA IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY ON JULY 5, 2023 AT INSTRUMENT NUMBER 20230705-0043582.
14. UNLESS OTHERWISE SPECIFIED ON THE PLAN, SIDEWALKS SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THIS PLAN PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SIDEWALKS SHALL BE FIVE (5) FEET IN WIDTH AND CONSTRUCTED OF PORTLAND CEMENT CONCRETE.
15. SEWERAGE IS SUBJECT TO THE APPROVAL OF THE NEW CASTLE COUNTY DEPARTMENT OF SPECIAL SERVICES. AT THE TIME OF APPROVAL OF THIS PLAN SEWER CAPACITY EXISTED TO ACCOMMODATE THE ANTICIPATED FLOWS GENERATED BY THIS ADDITIONAL DEVELOPMENT. NEW CASTLE COUNTY HA COMMITTED TO PROVIDE SEWER SERVICE IN ACCORDANCE WITH THE LAND DEVELOPMENT IMPROVEMENT AGREEMENT FOR THIS DEVELOPMENT, THE OWNER OF THIS PROPERTY, HIS SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR EXTENDING SEWER SERVICE TO EACH LOT SHOWN ON OR CREATED BY THIS PLAN.
16. TABLE 40.31.390 OF NEW CASTLE COUNTY CODE OUTLINES TIME LIMITS FOR EXPIRATION OF THIS PLAN.
17. THE OWNER DEVELOPER SHALL PAY, TO NEW CASTLE COUNTY, FUNDS FOR THE LONG TERM STORMWATER MAINTENANCE AND INSPECTION FUND PURSUANT TO UDC SECTION 40.27.240 OF THE COUNTY CODE. THE FUNDS SHALL BE USED FOR THE COSTS ASSOCIATED WITH INSPECTIONS, AN AMOUNT OF $4,800 SHALL BE FUNDED PRIOR TO RECEIVING THE FIRST CERTIFICATE OF OCCUPANCY. THE DEPARTMENT OF LAND USE SHALL WITHHOLD THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY UNTIL SATISFACTORY WRITTEN PROOF THAT THE FUNDS HAVE BEEN PAID TO NEW CASTLE COUNTY IS FURNISHED IN ACCORDANCE WITH THE REQUIREMENTS.
18. A STORMWATER MANAGEMENT ACCESS EASEMENT IN FAVOR OF NEW CASTLE COUNTY, ITS AGENTS AND ASSIGNS IS HEREBY CREATED ON, OVER, UNDER AND ACROSS THE ENTIRE AREA OF ALL STORMWATER MANAGEMENT FACILITIES INCLUDING, STORMWATER CONVEYANCE SYSTEM, BASINS, AND ALL COMPONENTS THEREOF, IDENTIFIED ON THE PLAN AND ALL WATERCOURSES FOR THE PURPOSE OF INSPECTING, EVALUATING AND MAINTAINING THE STORMWATER MANAGEMENT FACILITIES AND WATER COURCES. THE EASEMENT SHALL EXTEND 15' FROM THE OUTER EDGES OF EACH STORMWATER MANAGEMENT FACILITY. A GENERAL ACCESS EASEMENT IS HEREBY CREATED OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAN GRANTING NEW CASTLE COUNTY, ITS AGENTS AND ASSIGNS THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON AND TRAVEL ACROSS THE PROPERTY TO EACH STORMWATER MANAGEMENT FACILITY. THE EASEMENTS HEREIN CREATED SHALL BE FOR PEDESTRIAN, VEHICULAR AND EQUIPMENT USE. IF NEW CASTLE COUNTY SHALL PROVIDE NOTICE OF THE REQUIRED MAINTENANCE AND THE TIME FRAME IN WHICH SUCH MAINTENANCE SHALL BE COMPLETED TO THE PROPERTY OWNER OR RESPONSIBLE PARTY, NO NOTICE SHALL BE REQUIRED WHEN NEW CASTLE COUNTY PERFORMS MAINTENANCE WHERE THERE IS IMMINENT THREAT TO LIFE, HEALTH OR PROPERTY. IN THE EVENT NEW CASTLE COUNTY ELECTS TO MAINTAIN THE STORMWATER MANAGEMENT FACILITIES, ALL EXPENSES SHALL BE ASSESSED JOINTLY AND SEVERALLY AGAINST THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN.
19. UNLESS OTHERWISE DESCRIBED BY METES AND BOUNDS, OR MATHEMATICAL REFERENCE TO A PROPERTY LINE, A 40' PERMANENT EASEMENT, 20' ON EACH SIDE OF THE CENTERLINE OF THE PIPE, SHALL BE CREATED WHERE SANITARY SEWER OR STORM SEWER IS DESIGNATED FOR PUBLIC USE IN UNPAVED AREAS AND IS OUTSIDE OF A DEDICATED PUBLIC ROW, A 20' WIDE PERMANENT EASEMENT, 10' ON EACH SIDE OF THE CENTERLINE OF THE PIPE, SHALL BE CREATED WHERE A SANITARY SEWER OR STORM SEWER PIPE IS DESIGNATED FOR PUBLIC USE IN PRIVATELY MAINTAINED PAVED AREAS, SUCH AS PARKING LOTS PRIVATE STREETS OR DRIVEWAYS, IF THE CONSTRUCTED HORIZONTAL SEWER MAIN LOCATION DEVIATES BY MORE THAN 2.5' FROM THE DESIGN LOCATION, THE PROJECT MAY BE SUBJECT TO A RESUBDIVISION PLAN OR PIPE LOCATION AS DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS.

DELDOT GENERAL NOTES - RECORD PLAN

(LAST REVISED MARCH 21, 2019)

1. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
2. NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
3. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
4. UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE-IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
5. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
6. DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE-ESTABLISHING THE RIGHT-OF-WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT-OF-WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.
7. A PERPETUAL CROSS ACCESS INGRESS/EGRESS EASEMENT IS HEREBY ESTABLISHED AS SHOWN ON THIS PLAT.
8. THIS COMMERCIAL PARCEL HAS DIRECT FRONTAGE ALONG NCR17 NAAMANS ROAD, WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPAL ARTERIAL/FREEWAY/INTERSTATE AS DEFINED BY THE STATE OF DELAWARE'S DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM): IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT, FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION. ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACTS THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND-USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3-A: NOISE ABATEMENT CRITERIA), WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON-RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3-A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OF POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEER'S CONCURRENCE WITH WAIVING THE DEVELOPER'S COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.
9. AT THE DISCRETION OF THE PUBLIC WORKS INSPECTOR, ANY DAMAGED, NON-COMPLIANT OR MISSING CURB OR SIDEWALK FOUND ON SITE WILL NEED TO BE REPAIRED OR REPLACED TO MEET CURRENT DELDOT STANDARDS.

CERTIFICATION OF OWNERSHIP

I, ROBERT WITTIG, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY WHICH IS SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE REGULATIONS OF THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.

OWNER SIGNATURE — DATE 07/14/2023

CERTIFICATION OF PLAN ACCURACY

I, STEVEN R ANDERSON JR, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES AND BY THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.

STEVEN R ANDERSON JR, P.E.
PENNONI ASSOCIATES
DE LICENSE NO. 13187

07/14/2023
DATE

STEVEN R. ANDERSON JR. REGISTERED No. 13157 DELAWARE PROFESSIONAL ENGINEER

CERTIFICATION OF PLAN APPROVAL

APPROVED _____ DATE BY _____ GENERAL MANAGER
FOR DEPARTMENT OF LAND USE OF NEW CASTLE COUNTY.

APPROVED _____ DATE BY _____ COUNCIL PRESIDENT
FOR COUNTY COUNCIL OF NEW CASTLE COUNTY.

Pennoni
PENNONI ASSOCIATES INC.
Christiana Executive Campus
121 Continental Drive, Suite 207
Newark, DE 19713-4310
T 302.655.4451 F 302.654.2895

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

STEVEN R. ANDERSON JR. REGISTERED No. 13157 DELAWARE PROFESSIONAL ENGINEER

SOCIETY DRIVE SELF STORAGE

NCC APPLICATION NUMBER 2021-0121
BRANDYWINE HUNDRED - NEW CASTLE COUNTY - DELAWARE

RECORD MAJOR LAND DEVELOPMENT PLAN

SOCIETY 1000 LLC
3304 OLD CAPITOL TRAIL
WILMINGTON, DELAWARE 19808

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES. AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	DSMCX20006
DATE	2023-07-14
DRAWING SCALE	1"=30'
DRAWN BY	SRA
APPROVED BY	DDB

CS1001

SHEET 1 OF 1

PROJECT STATUS: —
PLOTSTYLE: Pennoni MCS.ctb
PLOTTED: 7/14/2023 11:48 AM BY: Andrew Shields
U:\Accounts\DSMCX\DSMCX20006 - Society Drive Self Storage\DGS\KOL SHEETS\CS1001.dwg

Introduced by: Ms. Durham, Mr. Smiley
Date of introduction: August 29, 2023

RESOLUTION NO. 23-147

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH PLANNED PARENTHOOD OF DELAWARE, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $55,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR funds from 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a grant agreement with Planned Parenthood of Delaware, Inc. 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 grant agreement with Planned Parenthood of Delaware, Inc. contemplates transfers of up to $55,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant 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 grant agreement.

Department of Administration, Office of Finance

Planned Parenthood of Delaware, Inc.	$55,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one grant agreement totaling $55,000.00. Funding is included in the FY2024 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	2024	NAME	Planned Parenthood of Delaware, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	625 N Shipley Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19803		
PHONE	(302) 395-5126	REQ#	2403105				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Ruth Lytle-Barnaby		
CURRENT VENDOR	☐ YES ☑ NO			PHONE	(302) 655-7260	EXT	
VENDOR #				EMAIL	Rlytle-barnaby@ppde.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Planned Parenthood of Delaware ARPA Support	55,000.00	$55,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00156
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$55,000.00		

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 funds to Planned Parenthood of Delaware to mitigate financial hardship experienced during the COVID-19 pandemic.

II. Why is it needed?

To assist Planned Parenthood of Delaware in recovering from financial hardship experienced during the COVID-19 pandemic.

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

Planned Parenthood of Delaware will lack funds that would assist in mitigating the financial hardship experienced during 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	8/15/2023

Introduced by: Mr. Smiley, Mr. Street
Date of introduction: August 29, 2023

RESOLUTION NO. 23-148

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH THE LATIN AMERICAN COMMUNITY CENTER, INC. TO PARTIALLY FUND THE CONVERSION OF A PROPERTY INTO AN EARLY LEARNING CENTER FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $500,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with the Latin American Community Center, Inc. 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 the Latin American Community Center, Inc. contemplates transfers of up to $500,000.00 to partially fund the conversion of the property located at 239 Christiana Rd., New Castle, DE 19720 (Parcel # 1002910122) into an early learning center with comprehensive social services.

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.

Department of Administration, Office of Finance

The Latin American Community Center, Inc.	$500,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $500,000.00. Funding is included in the FY2024 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	2024	NAME	Latin American Community Center, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	403 N. Van Buren Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19805		
PHONE	(302) 395-5126	REQ#	2403102				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Maria Matos		
CURRENT VENDOR	☐ YES ☑ NO			PHONE	(302) 655-7338	EXT	
VENDOR #				EMAIL	mmatos@thelatincenter.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Latin American Community Center New Castle Expansion Project	500,000.00	$500,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00139
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$500,000.00		

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 funds to LACC to partially fund the conversion of the property located at 239 Christiana Rd., New Castle, DE 19720 (Parcel # 1002910122) into an early learning center with comprehensive social services.

II. Why is it needed?

For LACC to partially fund the conversion of the property located at 239 Christiana Rd., New Castle, DE 19720 (Parcel # 1002910122) into an early learning center with comprehensive social services.

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

LACC will lack the funds to support the contemplated New Castle Expansion Project, and the community will not benefit from the planned early learning center with social services.

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	8/15/2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-149

AUTHORIZING THE EXECUTION OF ONE PURCHASE ORDER CONTRACT WITH BFLY OPERATIONS, INC. FOR ULTRASOUND PROBES AND SUBSCRIPTION SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES IN THE AMOUNT OF $66,210.00

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, this contract for $66,210.00 is for the purchase of 19 Butterfly iQ+ ultrasound probes and related Butterfly Operations, Inc. software subscription services for the Department of Public Safety, Division of Emergency Medical Services; and

WHEREAS, this solution will ensure victims of certain types of cardiac arrest get the benefit of the assessment and treatment that the ultrasound technology provides, and Emergency Medical Services be able to purchase the 19 ultrasound probes to have one for every paramedic vehicle.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract 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 contract.

Department of Public Safety, Division of Emergency Medical Services

BFLY Operations, Inc. $66,210.00

FISCAL IMPACT: This Resolution authorizes the execution of one purchase order contract totaling $66,210.00. Funding is included in the FY2024 Approved Capital Budget in the Public Safety Equipment Capital Project.

_____
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	Karla Jones	FISCAL YR	2024	NAME	BFLY OPERATIONS INC		
DEPARTMENT	PUBLIC_SAFETY_20	FUND	300 CAP PR	ADDRESS	1600 DISTRICT AVENUE		
ORGANIZATION	30200901 PS - CAPITAL PROJECTS				BURLINGTON, MA 01802		
PHONE	302-395-8040	REQ#	2402134				
DELIVERY LOCATION	POLICE DEPARTMENT - RECEIVING						
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Nathan Daynes		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(814) 327-1170	EXT	
VENDOR #	101102			EMAIL	ndaynes@butterflynetinc.com	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
	1	19.0 Q+ Ultrasound Systems, 3 Yr. Warranty and 100 subscriptions	66,210.00	$66,210.00	56115	C201607/200044
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$66,210.00		

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?

To purchase 19.0 Butterfly iQ+ultrasound probes and related Butterfly Operations, Inc. software subscription services.

II. Why is it needed?

To ensure every paramedic vehicle has the equipment available to make treatment decisions on critically ill patients.

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

Without the purchase of the probes, victims of certain types of cardiac arrest may not get the benefit of the assessment and treatment that the ultrasound technology provides, and Emergency Medical Services will not be able to purchase the 19 ultrasound probes to have one for every paramedic vehicle.

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	Karla Jones	**DATE**	7/31/2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-150

AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH FAMILY PROMISE OF NORTHERN NEW CASTLE COUNTY TO OPERATE THE RAPID RE-HOUSING PROGRAM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $116,560.00

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, this contract is an agreement between New Castle County and Family Promise of Northern New Castle County in an amount not to exceed $116,560.00 in Emergency Solutions Grant (ESG) funds; and

WHEREAS, these funds will be used to operate the rapid re-housing program.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract 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 contract.

Department of Community Services, Division of Community Development and Housing

Family Promise of Northern New Castle County $116,560.00

FISCAL IMPACT: This Resolution authorizes the execution of one contract totaling $116,560.00. Funding is included in the FY2024 Approved Grant Budget in the FY2024 Emergency Solutions (ESG) 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	Nicole Waters	FISCAL YR	2024	NAME	Family Promise of Northern New Castle County		
DEPARTMENT	COMMUNITY_SERVICES_40	FUND	110 GRANTS	ADDRESS	2104 St. James Church Road		
ORGANIZATION	11400601 CS - GRANTS				Wilmington, DE 19808		
PHONE	302-395-5644	REQ#	2400152				
DELIVERY LOCATION		PO#	24000436				
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Tyler Shade		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	302-998-2222	EXT	111
VENDOR #				EMAIL	tyler@familypromisede.org	FAX #	302-998-2202

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
	1	ESG Rapid Re-Housing	116,560.00	$116,560.00	57210	Project String:
				$0.00		G40410031-
				$0.00		1000000367-
				$0.00		0000000000-57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$116,560.00		

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?

An agreement between New Castle County and Family Promise of Northern New Castle County in a grant not to exceed $116,560.00 in Emergency Solutions Grant (ESG) funds.

II. Why is it needed?

ESG funds are allocated to New Castle County on a formula basis. Per HUD guidance, at least forty percent of the total ESG allocation must be used for Homeless Prevention and/ or Rapid Re-Housing Programs.

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

Unallocated federal funds could revert to the federal government.

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	*Carrie Casey*	DATE	6/27/2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-151

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH HUMANE ANIMAL PARTNERS TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $150,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR funds from 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a grant agreement with Humane Animal Partners 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 grant agreement with Humane Animal Partners contemplates transfers of up to $150,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant 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 grant agreement.

Department of Administration, Office of Finance

Humane Animal Partners	$150,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one grant agreement totaling $150,000.00. Funding is included in the FY2024 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	2024	NAME	Humane Animal Partners		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	455 Stanton Christiana Rd		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Newark, DE 19713		
PHONE	(302) 395-5126	REQ#	2403142				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Kate Callihan		
CURRENT VENDOR	☐ YES ☑ NO			PHONE	(302) 440-3113	EXT	
VENDOR #				EMAIL	kcallihan@hapde.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Humane Animal Partners ARPA Support	150,000.00	$150,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00133
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$150,000.00		

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 funds to Humane Animal Partners to mitigate financial hardship experienced during the COVID-19 pandemic.

II. Why is it needed?

To assist Humane Animal Partners in recovering from financial hardship experienced during the COVID-19 pandemic.

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

Humane Animal Partners will lack funds that would assist in mitigating the financial hardship experienced during 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	8/15/2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-152

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FORGOTTEN CATS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $51,608.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR funds from 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a grant agreement with Forgotten Cats, Inc. 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 grant agreement with Forgotten Cats, Inc. contemplates transfers of up to $51,608.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant 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 grant agreement.

Department of Administration, Office of Finance

Forgotten Cats, Inc.	$51,608.00

FISCAL IMPACT: This Resolution authorizes the execution of one grant agreement totaling $51,608.00. Funding is included in the FY2024 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	2024	NAME	Forgotten Cats, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	4023 Kennett Pike Suite 422		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Greenville, DE 19807		
PHONE	(302) 395-5126	REQ#	TBD				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Olivia Westley		
CURRENT VENDOR	☐ YES ☑ NO			PHONE	(610) 763-5711	EXT	
VENDOR #				EMAIL	oliviawestleyfc@gmail.com	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Forgotten Cats ARPA Support	51,608.00	$51,608.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00134
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$51,608.00		

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 funds to Forgotten Cats to mitigate financial hardship experienced during the COVID-19 pandemic.

II. Why is it needed?

To assist Forgotten Cats in recovering from financial hardship experienced during the COVID-19 pandemic.

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

Forgotten Cats will lack funds that would assist in mitigating the financial hardship experienced during 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	8/15/2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-153

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH FAITHFUL FRIENDS, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $150,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR funds from 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a grant agreement with Faithful Friends, Inc. 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 grant agreement with Faithful Friends Inc. contemplates transfers of up to $150,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant 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 grant agreement.

Department of Administration, Office of Finance

Faithful Friends, Inc.	$150,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one grant agreement totaling $150,000.00. Funding is included in the FY2024 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	2024	NAME	Faithful Friends, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	12 Germay Drive		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19804		
PHONE	(302) 395-5126	REQ#	2403103				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Michelle Neef		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(302) 427-8514	EXT	
VENDOR #	101088			EMAIL	michelle@faithfulfriends.us	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Faithful Friends ARPA Support	150,000.00	$150,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00135
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$150,000.00		

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 funds to Faithful Friends to mitigate financial hardship experienced during the COVID-19 pandemic.

II. Why is it needed?

To assist Faithful Friends in recovering from financial hardship experienced during the COVID-19 pandemic.

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

Faithful Friends will lack funds that would assist in mitigating the financial hardship experienced during 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**	8/15/2023

Introduced by: Mr. Smiley, Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-154

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE DELAWARE CENTER FOR CONTEMPORARY ART, INC. TO MITIGATE FINANCIAL HARDSHIP DURING THE COVID-19 PANDEMIC FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $100,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR funds from 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a grant agreement with The Delaware Center for Contemporary Art, Inc. 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 grant agreement with The Delaware Center for Contemporary Art, Inc. contemplates transfers of up to $100,000.00 to mitigate financial hardship the organization experienced due to the COVID pandemic.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the grant 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 grant agreement.

Department of Administration, Office of Finance

The Delaware Center for Contemporary Art, Inc.	$100,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one grant agreement totaling $100,000.00. Funding is included in the FY2024 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	2024	NAME	Delaware Center for Contemporary Art, Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	200 South Madison Street		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Wilmington, DE 19801		
PHONE	(302) 395-5126	REQ#	2403111				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Courtney Widdoes		
CURRENT VENDOR	☐ YES ☑ NO			PHONE	(302) 598-7648	EXT	
VENDOR #				EMAIL	cwiddoes@decontemporary.org	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	The Delaware Contemporary ARPA Support	100,000.00	$100,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00147
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$100,000.00		

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 funds to Delaware Center for Contemporary Art (The Delaware Contemporary) to mitigate financial hardship experienced during the COVID-19 pandemic.

II. Why is it needed?

To assist The Delaware Contemporary in recovering from financial hardship experienced during the COVID-19 pandemic.

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

The Delaware Contemporary will lack funds that would assist in mitigating the financial hardship experienced during 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	8/15/2023

Introduced by: Ms. George, Mr. Smiley, Ms. Kilpatrick, Ms. Durham, Mr. Tackett
Date of introduction: August 29, 2023

RESOLUTION NO. 23-155

AUTHORIZING THE EXECUTION OF A SUBAWARD AGREEMENT WITH GOOD NEIGHBORS, INC. TO ASSIST WITH DEVELOPMENT OF AFFORDABLE HOUSING FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE IN THE AMOUNT OF $90,000.00

WHEREAS, New Castle County, as an eligible recipient, received a total of $108,531,220.00 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 (the "Ordinances") appropriated the full amount of these CSLFR 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 Non-Profit Grants, which contemplated providing funds for non-profit organizations addressing pandemic-related needs in the community; and

WHEREAS, New Castle County must enter into a subaward agreement with Good Neighbors, Inc. 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 Good Neighbors, Inc. contemplates transfers of up to $90,000.00 to perform critical home repairs for low-income families, including roof repairs or replacements, window replacement, plumbing and electrical repairs, heater repair and replacement, installation of wheelchair ramps, siding replacement, and water damage repair for up to 25 homes in New Castle County.

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.

Department of Administration, Office of Finance

Good Neighbors, Inc.	$90,000.00

FISCAL IMPACT: This Resolution authorizes the execution of one subaward agreement totaling $90,000.00. Funding is included in the FY2024 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	Good Neighbors Inc.		
DEPARTMENT	ADMINISTRATION_12	FUND	110 GRANTS	ADDRESS	224 E. Street Road, Suite 2		
ORGANIZATION	11122013 ADMIN - FIN - GRANTS				Kennett Square, PA 19348		
PHONE	(302) 395-5126	REQ#	2403108				
DELIVERY LOCATION							
SEND VENDOR PO	☑ YES ☐ NO			CONTACT NAME	Bradford Dunn		
CURRENT VENDOR	☑ YES ☐ NO			PHONE	(610) 324-6246	EXT	
VENDOR #	107254			EMAIL	brad.dunn@goodneighborshr.c	FAX #	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
1	1	Good Neighbors Home Repair	90,000.00	$90,000.00	57210	G12830001
				$0.00		1000000337
				$0.00		ARPA00127
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$90,000.00		

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 funds to Good Neighbors Home Repair to repair up to 25 homes in New Castle County.

II. Why is it needed?

For Good Neighbors Home Repair to perform ciritical home repairs for low-income families, including roof repairs or replacements, window replacement, plumbing and electrical repairs, heater repair and replacement, installation of wheelchair ramps, siding replacement, and water damage repair.

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

Good Neighbors Home Repair will lack funds to perform the contemplated critical home repairs for low-income families.

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**	8/15/2023

Introduced by: Ms. Hartley-Nagle
Date of Introduction: August 29, 2023

RESOLUTION NO. 23-156

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE AMENDED DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES) (AFL-CIO), AND ITS AFFILIATE LOCAL 3911, COLLECTIVE BARGAINING AGREEMENT

WHEREAS, New Castle County and the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911 negotiated a collective bargaining agreement for the years 2023-2026; and

WHEREAS, the County Council authorized the County Executive to sign the collective bargaining agreement with Local 3911 by passage of County Council Resolution Number 23-093; and

WHEREAS, the parties thereafter identified discrepancies in the contract that was attached as an Exhibit to Resolution Number 23-093; and

WHEREAS, the 2023-2026 Collective Bargaining Agreement between the Delaware Public Employees Council 81, AFSCME, affiliate Local 3911 attached hereto as "Exhibit A" implements the negotiated agreement as the parties intended.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the ratified agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911 as set forth in Exhibit "A" hereto.

Adopted by County Council of
New Castle County on:

_____
President of County Council
New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the amended collective bargaining agreement with the Delaware Public Employees Council 81, AFSCME (American Federation of State County, and Municipal Employees) (AFL-CIO), and its affiliate Local 3911. This agreement defines the wages and other terms of employment for the bargaining unit from July 1, 2023 through June 30, 2027.

This four-year agreement provides for a 2.5% wage increase for the period July 1, 2023 through June 30, 2024; 2.5% wage increase for the period July 1, 2024 through June 30, 2025; 2.5% wage increase for the period July 1, 2025 through June 30, 2026; and a 2.5% wage increase effective

July 1, 2026. The agreement provides for one time retention bonuses to employees who complete 15, 21 and 26 years of service. The agreement eliminates three existing holidays with pay, adds Juneteenth as a holiday with pay, and provides employees with two floating holidays effective January 1, 2024. The agreement eliminates named health insurance benefit providers, establishes service obligations for paramedic trainees who attend the paramedic academy, and provides for **5% premium pay** to employees who work as a training officer.

FISCAL NOTE: This Resolution will approve a four-year contract with the Classified Employees represented by Union Local 3911. The estimated fiscal impacts (Salaries/Wages and Benefits) of the Collective Bargaining agreement for the period of July 1, 2023 through June 30, 2027 are as follows:

FY2024	$933,055
FY2025	$1,889,462
FY2026	$2,869,737
FY2027	$3,874,524

§§§§§§§§§§§§

2023 - 2027

AGREEMENT

between

New Castle County

and

AFSCME Local 3911

The American Federation
of
State, County, and Municipal Employees

A.F.L.-C.I.O.

§§§§§§§§§§§§

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AGREEMENT

This agreement was entered into effective July 1, 2023, by and between the Government of New Castle County, hereinafter referred to as the County, and Local 3911, Council 81, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as Local 3911. The Local referred to in this agreement and the bargaining unit represented by the Union is Local Union Number Classification 3911, Salaried.

For New Castle County

Honorable Mathew S. Meyer
County Executive

Date

For AFSCME Local 3911

Brian Bradford
President AFSCME, Local 3911

Date

Michael Begatto
Executive Director, AFSCME Council 81

Date

PURPOSE

(1) It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County and the employees in the bargaining unit covered hereby, to ensure true collective bargaining under state law, to establish wages, hours, working conditions and other terms of employment consistent with the goals and purposes of the Merit System as established by County ordinance and regulation.

The County and the Union jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of New Castle County in accordance with objectives of the Reorganization Act.

UNION OFFICE AND TELEPHONE

(2) The County shall provide the Union with an office and a telephone. The County shall provide basic monthly telephone service. The Union shall be responsible for the cost of all long distance calls.

UNION RECOGNITION, UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

(3) Union Recognition

(a) The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and other conditions of employment.

(b) The term “employees” as used in this Agreement shall include all County employees stated in specifically numbered certifications made in accordance with Title 19, Delaware Code, Chapter 13.

(4) Union Dues

(a) All employees in the collective bargaining unit who have completed thirty (30) days of employment who are Union members, shall pay to the Union dues uniformly required of its members.

(b) The Union shall accept into membership each employee covered by this agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

(c) Non bargaining unit members filling a limited term position created by an approved leave of absence shall be exempt from all privileges and conditions of the contract.

(5) Deduction of Union Dues

(a) The County agrees to deduct the periodic Union membership dues and initiation fee uniformly required by the Union as a condition of acquiring or retaining membership in accordance with the Constitution and By-Laws of the Union from the pay of employees who certify that they authorize such deductions and who execute the "Authorization for Check-Off of Dues" form.

(b) Employees who certify that they authorize such deductions and execute the "Authorization for Check-Off of Dues" form assign to the Union from any wages earned or to be earned from the County as an employee the regular periodic dues and initiation fee or such amounts as may hereafter be established by the Union and become due it as said membership dues and initiation fee in the Union.

(c) Dues deductions shall be remitted to the designated financial officer of the Local Union not later than the fifteenth (15th) day in the month.

(d) The term "dues" shall not be deemed to include any fine, assessment, contribution or other form of payment required from members of the American Federation of State, County and Municipal Employees, AFL-CIO.

(e) In the event the Union changes the amount or the frequency of Union dues to be deducted from its members, it shall notify the Chief Human Resource Officer ("CHRO") in writing at least thirty (30) working days prior to the effective date of such change.

(f) The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues.

(g) In the event the County does not withhold dues from an employee, dues shall be deducted from the next pay period after being notified by the Treasurer of Local 3911.

(h) The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

UNION ELECTIONS, UNION REPRESENTATION
AND UNION STEWARDS

(6) (a) The Union may hold elections of local officers on County time and property with the use of a total of 48 hours of release time for employees without loss of pay. This usage shall be limited to once every two years and shall include runoff elections.

(b) The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by a Grievance Committee of not more than five (5) employee members which shall consist of the President of the Local, Chairperson of the Grievance Committee, and three (3) employee members.

(c) Members of the Executive Board shall be granted up to four (4) hours of release time monthly, without loss of pay, to participate in monthly union meetings, and up to an additional four (4) hours for each of two (2) special union meetings each year, provided, however, that no more than two (2) Executive Board members from the EMS Division and two (2) Executive Board members from the Communications Division shall be entitled to release time for any one meeting identified in this paragraph. A member of the Executive Board shall inform their supervisor when release time is needed and provide his or her supervisor with sufficient contact information such that the supervisor may contact the member for business purposes.

(7) The County agrees to recognize stewards in accordance with the following:

Public Safety Department

Emergency Medical Services (2-2-4 shift)	1 Steward per platoon
Emergency Medical Services (non 2-2-4 shift)	2 Stewards
Emergency Communications Center (2-2-4 shift)	1 Steward per platoon
Emergency Communications Center (non 2-2-4 shift)	1 Steward

The President of the Local Union shall notify the CHRO of the appointment of all Shop Stewards.

In the event an area steward is not available for the investigation and processing of grievances as specified in the grievance procedure herein due to being absent from work, an alternate from the Stewards area may be appointed by the President of the Local Union to serve until the Area Steward shall return. The President of such Local Union shall notify the CHRO of such alternate's appointment and the term thereof, in order that County government management personnel involved in the Grievance Procedure will give recognition to the alternate.

Increase or decrease of employment in any department or as additional departments are established shall result in the adjustment of the number of stewards by agreement of the CHRO of the County government and the Union.

(8) The Union agrees that new employees in the probationary status shall not be eligible to serve as a member of the Grievance Committee or area steward.

(9) The Chairperson of the Grievance Committee and area stewards may leave their places of work without loss of pay with the understanding that the time will be devoted to proper investigation and processing of grievances as specified in the grievance procedure herein. The President of the Union shall be exempted from this requirement and may absent himself/herself from work without loss of pay for legitimate union business.

The President of the Union, employees, area stewards, and members of the Grievance Committee shall, upon leaving and returning to their place of work, report to the Director of Public Safety or Division Manager. They shall also provide their supervisor with sufficient contact information such that the supervisor may contact them for business purposes.

Such employees will continue to work at their assigned job except when required to process grievances as provided herein.

(10) County employees whose attendance is required at grievance proceedings shall attend hearings or conferences during their regularly scheduled working hours without loss of pay. Request by the Union for attendance of such employees at mediation and Arbitration hearings shall be cleared with the CHRO or Acting CHRO and the Director of Public Safety or Acting Director of Public Safety involved. Any County employee attending such hearing or conferences outside of regularly scheduled working hours shall not be eligible for pay for attendance at such hearings or conferences.

(11) Grievance Procedure

(a) Any grievance or dispute which may arise between the parties concerning the wages, hours, and working conditions and the application or interpretation of this agreement shall be taken up in accordance with the procedure outlined below.

(b) A grievance is expected to state the section(s) of the agreement claimed to be in violation.

(12) (a) The Union agrees that it shall represent all members of the bargaining unit.

(b) It shall be the firm policy of the County to assure every employee in the bargaining unit an unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner concerning his/her job status.

(c) Copies of grievance decisions at all steps of the grievance procedure shall be forwarded to the Grievance Chairperson and President.

(13) The time limits as set forth herein may be extended, in writing, by agreements of the parties.

(14) STEP ONE: (Director of Public Safety or Acting Director of Public Safety)

No later than ten (10) working days after an event or ten (10) working days after an employee becomes aware of an event (provided this is a reasonable period of time) which leads to a grievance, the employee or one designated member of a group having a grievance shall, with or without the shop steward, present the grievance to the Director of Public Safety or Acting Director of Public Safety, as well as the CHRO or designee. Such grievance shall be reduced to writing on forms provided by the County and signed by the employee(s) involved and the area steward. The Director of Public Safety or Acting Director of Public Safety will then send for the area steward without any discussion of the grievance, in order that the area steward shall be present at the discussion and adjustment. The County may have in attendance additional management representatives as needed to assist in processing, responding to, or adjusting the grievance, providing the County gives prior notice to the Union as to who will attend. The Director of Public Safety or Acting Director of Public Safety shall give his/her decision in writing within ten (10) working days after the grievance has been submitted with his/her conclusion clearly written thereon.

(15) STEP TWO: (Chief Administrative Officer, Deputy Chief Administrative Officer or their designees, (not to include the CHRO or any of his or her staff.)

In the event the Director of Public Safety or Acting Director of Public Safety's written decision as set forth in Step One shall be unsatisfactory, the area steward shall promptly deliver the Union's copy to the Chairperson of the Grievance Committee and President who shall appeal the grievance to the Chief Administrative Officer, Deputy Chief Administrative Officer or their designees, (not to include the CHRO or any of his or her staff) in writing within ten (10) working days after the Director of Public Safety's or Acting Director of Public Safety's decision has been given in Step One. The Hearing Officers shall schedule a meeting within ten (10) working days with the President of the Union, Chairperson of the Grievance Committee and three (3) employee committee persons, the area steward, and the aggrieved employee to discuss the appealed grievance. The County may have in attendance additional management representatives as needed to assist in processing, responding to, or adjusting the grievance, providing the County gives prior notice to the Union as to who will attend. This meeting may also be attended by a Representative(s) of Council No. 81 of the American Federation of State, County and Municipal Employees, AFL-CIO. At the conclusion of the discussion, the Hearing Officers shall submit their decision in writing on the grievance form within ten (10) working days and shall affix their signature thereto.

(16) STEP THREE: Mediation

At the request of either party, made within ten (10) working days of the Step Two 2 decision, a grievance may be submitted to a mediator with the Federal Mediation and Conciliation Service, with contemporaneous notice to the other party. In the event that one party requests mediation, the other party shall consent to mediation. While the grievance is pending mediation, the time deadlines to file for arbitration shall be held in abeyance. The parties agree that mediation shall be non-binding and shall take place within thirty (30) days of the request for mediation. In the event that there are any costs associated with mediation, the parties shall bear the costs equally.

ARBITRATION

(17) STEP FOUR: (Appeal to Arbitration)

(a) In the event the Step Two decision is unsatisfactory, and the grievance is not resolved at mediation, it may be appealed to arbitration by either party. A request for arbitration shall be filed with the American Arbitration Association ("AAA") under the then current Labor Arbitration Rules within thirty (30) working days after the Step Two decision has been given in writing by the Step Two Hearing Officer, or within five (5) days after termination of mediation. Otherwise, the case shall be considered settled on the basis of the Step Two decision.

(b) The Arbitrator shall be selected from the membership of the AAA by mutual agreement of the County and the Union. In the event the parties cannot agree on a selection within ten (10) working days after receipt of a list of available arbitrators from the AAA, the arbitrator shall be selected under the AAA's Voluntary Labor Arbitration Rules then in effect.

(c) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

(d) The arbitration award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue(s) submitted. The Arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the agreement. The Arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The Arbitrator shall have no power to establish or change any salary or the job content of any classification or modification of any wage schedule.

(e) In case a grievance involving any continuing or other money claim against the County, no award shall be made by the Arbitrator, which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee

of the Union due to lack of knowledge could not know prior to that date there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(f) The fee for the Arbitrator's service and expenses, the administration fee of the AAA, and costs of the proceeding shall be borne equally by the County and the Union. If either party desires a verbatim record to be made, it shall pay for the record and supply the Arbitrator with a copy. Should the other party desire a copy(s) it can be obtained at the cost of the copy or copies desired.

(18) Special Rights of the Parties

The Union has the right to initiate a system-wide grievance at Step Two without necessarily representing a single grievant. Only those employees whose presence is necessary in the judgment of the Union in order to present such a system-wide grievance shall attend such grievance or arbitration hearings. All employees in the group or class that will be affected by the system-wide grievance shall be bound by any final decision, or by any resolution accepted by the Union. The County has the right to submit directly to arbitration those issues, which may prevent or halt what is alleged to be a violation or breach of this agreement by the Union. The President of the Union shall first be informed of such action by the County. As a courtesy, the Union shall deliver a copy of the system-wide grievance to the Director of Public Safety, and to the CHRO.

DISCRIMINATION

(19) The County shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the County discourage membership in the Union or encourage membership in any other Union.

(20) The County and the Union will cooperate in providing equal opportunity in employment and promotional opportunities for all persons; in prohibiting discrimination because of age, race, color, religion, gender, national origin, disability, political affiliation, or sexual orientation; and in promoting the realization of equal employment opportunity through a continuing diversity program. This program will be administered for employees and applicants for employment in conformance with all applicable laws, regulations, and policies.

MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT SYSTEM

(21) The Union recognizes that an area of responsibility must be reserved to the County Executive, County Council, Director of Public Safety and General Managers, if the County Government is to function effectively. In recognition of this principle, it is

agreed that the following responsibilities of management are not subject to collective bargaining unless specifically modified by the Agreement:

(a) The determination of the governmental services to be rendered to the citizens of New Castle County.

(b) The determination of the County's financial, budgetary, accounting and organization policies and procedures.

(c) The continuous overseeing of personnel policies, procedures and programs by the Human Resources Advisory Board and the CHRO designed to retain and improve the merit system for County Government.

(d) The provisions of any County Ordinance establishing an Office of Human Resources and all rules and regulations of the County's Merit System not inconsistent with the terms of this Agreement including the operation and administration of the County pay plan.

(e) The determination of the duties to be included in job classifications; the administration of the "Pay Plan"; the sole right to make personnel appointments through valid selection techniques; the determination of the number of men or women to be employed or retained in employment; the necessity for shift operation and rotation of the work week; overtime and the amount of overtime required; the maintenance of discipline and responsibility for performance evaluation.

SENIORITY

(22) The parties agree that they share a mutual concern for the efficient operation of all County departments. Therefore, the County agrees to seniority by occupational classification and occupational groupings with respect to layoffs, recall, transfer, and promotion.

(23) Acquiring Seniority:

Employees shall be regarded as temporary employees until their names have been placed on the seniority list of the County.

Any full-time employee shall establish seniority by satisfactorily completing the probationary employment period as set forth below and thereafter their names shall be placed on the seniority list of their occupational classification on a County-wide basis in order of their seniority as of the first day of employment.

In the event of a tie in seniority, the employee with the highest last three digits of his/her social security number shall be considered the senior employee. If a tie exists when these last three digits have been reviewed, the employee with the highest last four digits in his/her social security number shall be considered the senior employee.

(24) Probationary Employment Period:

After attaining certification, all fulltime, newly appointed salaried employees shall be subject to a probationary employment period of six (6) months from the date of written release to full duty. A copy of such release shall be provided to the Union President.

(25) During the probationary employment period such employees may be discharged or disciplined by the County without the same causing a breach of this Agreement or constituting a grievance.

(26) Seniority shall govern within the limitations of occupational classification and occupational classification groupings on a Countywide basis in order to make certain that the County services will be carried on efficiently and without interruption.

(27) Temporary Transfer

(a) A temporary transfer is the movement of an employee to perform work within a job classification to a different building location in the same or different department. The movement of an employee to perform work within a job classification within the department and within the building to which the employee is regularly assigned shall not be considered a transfer. This language is not intended to create a position of permanent floating employee nor either to be used as subterfuge from permanently filling vacancies nor to be construed as a requirement to fill any vacancy.

(b) When the County determines a need to temporarily transfer employees, the Director of Public Safety may utilize any of the steps below:

(1) An intra-departmental temporary transfer across building locations shall be based upon seniority among the employees within the section from which the transfer occurred. If the senior employees turn down the temporary transfer offer, the junior employee from the section shall be temporarily transferred.

(2) An inter-departmental temporary transfer across building locations shall be based upon seniority among the employees within the section from which the transfer occurs. If the senior employees turn down the temporary transfer offer, the junior employee from the section shall be temporarily transferred.

(3) When an inter-department temporary transfer is determined necessary by the County and requires no change in building location, as listed below, the individual to be temporarily transferred shall be selected on the basis of availability, workload and least

disruption to the County. While seniority shall be considered, it may not be determinative. The building locations are grouped as follows:

(i) Government Center

(ii) City/County Building/Public Building

(iii) Churchman's Road, Base D

(iv) Conner Building

Employees transferred under Paragraph 27 (b)(3) to a position whose hours are other than the employee's normal work hours shall have the option of working his/her normal hours or the hours of the transferred position. If the transferred employee works his/her normal hours, he/she may be required to return to their assigned department for non-overlapping hours.

(c) Any employee temporarily performing the work of an occupational classification lower than his/her own shall be paid the rate of the position from which he/she is transferred.

(d) Temporary transfers shall be for a period of no longer than thirty (30) working days, except by written agreement of the County and the Union. If a temporary transfer is for the purpose of replacing an employee who is absent due to a leave of absence, or extended illness, the temporary transfer may be for a period of up to six (6) months. In such a case, the County shall notify the Union if the temporary transfer will extend beyond thirty (30) days.

(e) A temporary transfer must receive the approval of the CHRO.

(28) Temporary Promotion

(a) A temporary promotion is the assignment and performance of duties of a higher rated classification for at least one hour in a day, but less than thirty (30) working days, except by agreement of the County and the Union. If the temporary promotion is for the purpose of replacing an employee who is absent due to a leave of absence, or extended illness, “temporary” means for a period of up to six (6) months. In such a case, the County shall notify the Union if the temporary promotion will extend beyond thirty (30) days. During the time any employee is temporarily promoted, such an employee shall be paid the higher rate of pay.

(b) In the event it is necessary for the County to temporarily assign any employee to perform the duties of a higher rated classification for a period of two (2) or less working days, the County will fill the position from any existing eligibility list provided that the selected employee has completed orientation for the position and has been on the existing eligibility list, for

at least three (3) months. In the event that no eligibility list exists, the County, at its discretion, shall select the employee to fill the position in accordance with the existing rank structure for the Division. The County agrees to provide, during this three (3) month period, orientation to those employees on an eligibility list whose standing on the eligibility list and shift assignment make them the most likely candidates for temporary promotion. Other employees on an eligibility list will be provided orientation opportunities in cases where the employee expresses interest to the employee's supervisor in receiving orientation and time permits such orientation to take place.

(c) When such temporary assignment to a higher rated classification is found necessary by the County for a period in excess of two (2) working days, the County will fill the position as follows:

(1) Where an eligibility list exists, the County shall assign the highest ranking available employee from the list in order of section, division, and then department within the building location.

(2) If there is no employee available in accordance with (1) above, or if no eligibility list exists, the County shall temporarily transfer the senior qualified available employee within the section, division, and then the department within the building location.

(d) With the exception noted in Paragraph 28(a), temporary promotions shall be for a period of no longer than thirty (30) working days except by written agreement of the County and the Union.

(e) The County will notify the Union President of an employee temporarily promoted for an entire payroll period or temporarily transferred under the provisions of Paragraph 27. For purposes of defining a section under Paragraphs 27 and 28, section is defined in accordance with the County's seniority list.

(29) A vacancy created as a result of extended illness or leave of absence is not an open position for the period of such illness or leave of absence, and therefore the County may not, during such periods, permanently fill the vacancy.

(30) Permanent Transfer

(a) In order to be considered for filling a vacancy by transfer within the same occupational classification, but in another department, any permanent employee requesting such transfer must have his/her application in the continuing file in the Office of Human Resources on a form available in the Office of Human Resources.

(b) Eligible employees having filed shall be given prior consideration in filling such vacancies, seniority governing, and without written

examination, provided the applicant can demonstrate the capability to perform the work required. The applicant will be certified to the appointing authority provided his/her most recent "Performance Report to Employees" does not have a rating of unsatisfactory.

(c) Employees transferred under this section shall not be eligible for more than one transfer in a one (1) year period from the date of latest transfer.

(d) An employee who has been promoted shall not be eligible for transfer for a period of one (1) year from the date of appointment.

(31) Seniority and Reduction in Force

The parties agree that they share a mutual concern for the efficient operation of all County departments. Therefore, the County agrees to seniority by occupational classifications and occupational groupings with respect to layoffs, recall, transfer, and promotion.

The County also agrees that when there is a reduction in work force or layoff in an occupational classification, employees having the least County seniority shall be laid off first.

When an employee moves from one occupational classification to another, by promotion, demotion or transfer, his/her name shall be placed on the seniority list of that occupational classification effective with the first day of employment with the County.

The length of County seniority an employee has with the County shall govern within the limitations of occupational classification groupings on a County-wide basis in order to make certain the County services will be carried on efficiently and without interruption.

Layoffs and reductions when necessary in an occupational classification shall begin with those employees having the least County-wide seniority in that classification. County seniority shall be defined as the first day of employment with the County. A senior employee may displace the junior employee in a lower classification within the predetermined job classification grouping as set forth in the Exhibit D attached hereto (unless placement can be made by the County to a vacancy in such employee's class) after exhausting their seniority within their own classification. In the exercise of seniority for layoff, due consideration shall be given to the classification of work and the ability of the employee to qualify, that is to say, an employee to qualify must have the skill, ability and physical fitness to perform the work required.

(32) No employee shall be permitted to displace a junior employee in an occupational classification in a higher grade.

(33) Employees shall be recalled according to seniority in the inverse order of layoff.

(34) Loss of Seniority

An employee shall lose seniority standing, including seniority points, for the following reasons:

(a) Upon voluntary resignation.

(b) If absent for three (3) consecutive working days without properly notifying the County, the employee shall be considered as having voluntarily quit his/her employment with the County. This provision shall be waived by the CHRO if the employee submits evidence, which indicates that it was impossible to give such notification.

(c) If the employee is discharged for just cause.

(d) If the employee fails to report for work at the termination of an authorized leave of absence.

(e) If the employee accepts employment from another employer while on authorized leave of absence from the County, except appointment made to serve in public office.

(f) Retirement.

(g) If the employee is separated from the payroll of the County for more than two (2) years.

(35) In the event of a reduction in force or the discontinuance of a department, employees affected will be transferred to other departments within their occupational classification exercising their seniority on a County-wide basis. If work in the employee's occupational classification becomes available in his/her former department within a one (1) year period, before any new employee or employee with less seniority may be placed therein, the employee shall be given one option of returning. If the employee elects to remain in the new department, all rights to return are forfeited. The option set forth herein shall also apply to employees transferred to an occupational classification other than their own following such reduction of force or departmental discontinuance.

(36) The Office of Human Resources shall keep the seniority lists up to date. A copy of County-wide seniority lists containing the dates of hire, occupational classifications, and pay grades shall be provided to the President of the Local Union quarterly starting January of each year.

(37) The County shall notify the Union, in writing, each month, of all new hires, terminations, layoffs, recalls, new occupational classifications, permanent transfers, a list of vacant positions identifying the Department in which each vacancy exists, and persons provided by an independent contractor, as well as proposed occupational classifications upon their placement on the docket of the Human Resources Advisory Board or of Council.

The County shall provide the Union with a list of names of employees, including ranking, each time a new eligibility list is certified. In addition, the Union shall have the right to review eligibility lists at the Office of Human Resources.

JOB CLASSIFICATIONS AND EMPLOYEE REQUIREMENTS

(38) Vacancies – Promotion:

When a vacancy becomes available such vacancy will be filled from the certified eligibility lists previously established and on file in the Office of Human Resources. Such an eligibility list is valid for a period of one (1) year.

(39) Examination and Certification:

The County will maintain a current eligibility list for all classifications which members meet the qualifications. This examination for this list will take place every 24 months and that a new list will be certified yearly. To qualify to take an examination, an employee must have a rating of "satisfactory" on his/her current performance evaluation report. Where applicable, consideration shall also be given to technical competence, qualities of leadership, supervisory ability and such other established employment requirements.

(40) Applications:

(a) In order to be permitted to take the required qualifying examination for placement on an eligibility list, employees must have their applications in a file in the Office of Human Resources. Promotional applications are available in the Office of Human Resources for this purpose. Employees must apply electronically.

Where an employee submits a promotional application request, the Office of Human Resources shall provide to the employee written acknowledgment of receipt of the employee's promotional application. In the event the employee does not receive said written acknowledgment within five (5) working days of submitting this application, it shall be the employee's responsibility to notify the Office of Human Resources.

(b) When a vacant position is to be filled, the CHRO will arrange to place an announcement of the vacancy on the bulletin boards in designated locations provided no eligibility list exists. All announcements of positions to be filled shall be posted for seven (7) workdays.

Any employee desiring consideration for the announced vacancy shall have in the Office of Human Resources a properly completed promotional form not later than 5 p.m. on the workday following removal of the notice. The Office of Human Resources shall evaluate the information provided on the application and notify the applicant, in writing, if he/she meets the minimum requirements for the position. The applicant shall also be notified of the time, date and place of the examination.

(c) Employees who do not qualify during the probationary period of promotional reassignment shall not be eligible to apply for a promotional opportunity in the same class for a period of six (6) months from the date of return to their former position or the date of the next examination for such same class whichever is later.

(41) Seniority Weighting:

Any employee who applies for a vacant or promotional position must meet the minimum requirements for the position and receive a passing score on all required examinations.

In determining the final score employees' seniority with the County will be weighted as set forth below to a total possible seniority allocation of ten (10) points on a scale of 100 points, or such similar percentage. Seniority points will be added to the final passing score.

COMPLETED YEARS OF SERVICE	SENIORITY POINTS
Completion of Probationary Period	.50
1	1.0
2	1.5
3	2.0
4	2.5
5	3.0
6	3.5
7	4.0
8	4.5
9	5.0
10	5.5
11	6.0
12	6.5
13	7.0
14	7.5
15	8.0
16	8.5
17	9.0
18	9.5
19	10.0

(42) The CHRO shall notify all applicants, in writing, of the results of their examination. The CHRO shall certify the names of the top five (5) eligible applicants to the appointing authority from a valid eligibility register. The appointing authority shall select one of the five applicants so certified for the vacancy.

The Office of Human Resources shall disapprove requests for selective certification that would violate merit principles. When a selective certification is made in which the Union disagrees, the position will not be filled and a grievance may be filed directly to Step Two of the grievance procedure.

An applicant's examination papers will be available for inspection, during normal business hours. An applicant shall have up to ten (10) working days after the date of the letter to the applicant providing test results for inspection of the examination papers. In the event that an employee feels that (1) seniority weighting was omitted or improperly added after scoring the examination, or (2) that the examination was improperly scored, he/she may resort through the Union, to the grievance procedure at Step Two.

(43) A promotional appointment shall be subject to a six (6) month probationary period.

POSITION CLASSIFICATION

(44) Classifications within the bargaining unit shall be in accordance with the following:

(a) New classifications or any existing classification in which the class specification is substantially changed, shall be evaluated by the County and the class allocated and a rate of pay established. The County shall notify the Union of the class allocation of the new or changed class specification and the rate of pay established therefore and shall also provide a copy of the class specification to the Union for informational purposes. If the Union disagrees with the rate of pay established for the new classification, notification of such disagreement shall be sent by the Union to the County within ten (10) days after the classification has been certified to this bargaining unit by the Public Employment Relations Board. If the Union disagrees with the rate of pay for existing classifications where the class specification has been substantially changed, notification of such disagreement shall be sent to the County within ten (10) days after the Union has received notice that the classification has been substantially changed and no new rate established. Notification in the above two cases by the Union to the County that a disagreement exists shall be in writing and such notification shall contain a report which includes a statement of justification for rejection of the allocation of the class to the rate of pay. The parties shall then commence collective bargaining on the rate of pay. The process of bargaining must begin, but not necessarily be completed, immediately upon notification to the Office of Human Resources by Local 3911 that a disagreement exists. If agreement is not reached within ten (10) working days the Union through the President of the Local may submit the disputed wage rate to Step Two for determination, which shall be final and binding on the County and the Union.

(b) A classification review may be initiated by an employee by requesting that the CHRO review the employee's classification. Any employee

alleging improper classification based upon the duties and responsibilities as set forth in the class specification then effective, if not corrected within two months, from the date the Office of Human Resources receives the employee's request for classification review, shall have the right through the Union to submit a grievance at Step Two of the Grievance Procedure providing an appeal has not been filed within three (3) months.

(c) In the event that an existing classification is substantially changed or a new classification is established and certified to this bargaining unit, the County and the Union will meet and confer to determine in which occupational grouping the classification is to be placed. The resolution of this matter shall be outlined in a Memorandum of Agreement signed by the parties which shall constitute an addendum to Exhibits B, C, and D of this Agreement.

PERFORMANCE REPORT TO EMPLOYEES

(45) (a) In the event the performance report of any employee is not rated as "satisfactory or above" precluding such employee from receiving the regularly scheduled merit increment and availability to the promotional register, the employee through the Union shall have the right to appeal the Performance Report at the Second Step of the Grievance Procedure. In addition, in the event the performance report of any employee not rated as "satisfactory or above" carries the potential to lead to a demotion of the employee receiving such rating, the employee through the Union shall also have the right to appeal the Performance Report at the Second Step of the Grievance Procedure.

(b) To initiate review of a performance report, an individual employee shall, upon discussion of the performance report with the rating authority, request a meeting with his/her review officer.

(c) The performance report of "unsatisfactory" during an employee's promotional probationary status will not affect scheduled merit increments or availability to the promotional register in such employee's permanent classification.

PERSONNEL FILES

(46) (a) Although supervisors may maintain working files on employees, there shall be one official personnel file on each employee, and that file shall be maintained in the Office of Human Resources. All files containing personal and confidential information relating to employees shall be kept in a secure file cabinet.

(b) Any document prepared by a supervisor relating to employee performance, shall not be used in any proceeding against the employee unless the

document has been placed in the central personnel file on the employee maintained by the Office of Human Resources.

(c) Anyone who reviews an employee's personnel file, other than staff employed in the Office of Human Resources, shall sign and date a form to be prepared by the Office of Human Resources. This form shall be placed in the employee's personnel file.

(d) An employee shall have the right to review his/her personnel file, with the exception of confidential materials, at a time mutually agreeable to the employee and a representative of the Office of Human Resources. "Confidential material" shall be defined as employment references.

(e) An employee may have a representative present during such a review. However, the personnel file shall not be taken from the office by the employee and shall be examined in the presence of a representative of the Office of Human Resources.

HOLIDAYS WITH PAY

(47) (a) The following days shall be holidays with pay. The dates of observance shall be those specified by the State of Delaware for such holidays:

New Year's Eve Day (December 31st)
Martin Luther King's Birthday
President's Day
Good Friday (For employees in this bargaining unit who work seven (7) day operations, this holiday shall be observed on Easter Sunday.)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day (each employee shall be required to work one-half of his or her shift irrespective of when the shift begins. Should the County Executive extend the Christmas Eve half-day to a full day, the extra hours shall be treated as a holiday.)
Christmas Day

Such other days as the Governor and/or the County Executive may designate as holidays with pay shall be considered "special holidays.

(b) Effective January 1, 2024, employees shall be granted two floating working holidays each calendar year, where the employee will be paid time and one half for all hours worked on their floating holiday plus holiday pay.

Floating working holidays must be taken by December 31st of each year. Unused floating working holidays shall not carryover to the next calendar year. An employee who wishes to use a floating working holiday must provide a written request at least two weeks in advance to the employee's supervisor.

(48) With respect to holidays where an employee does not work on the designated holiday, an employee working the 35-hour work week will be paid 7 hours at straight time or have 7 hours accrued to vacation, and an employee working the 2-2-4 or power shift will be paid 12 hours at straight time or have 12 hours accrued to vacation. Where the employee works the holiday, the employee will be paid time and one half for all hours worked plus holiday pay. All employees working the holiday shall have the option of receiving vacation hours in lieu of holiday pay.

(49) **Reserved.**

(50) Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday, and whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday

For an employee who works a seven (7) day operation, New Year's Eve Day, Juneteenth, Independence Day, Veterans Day, Christmas Eve, and Christmas Day shall always be celebrated on the actual holiday irrespective of the day of the week on which the holiday falls.

(51) When administratively possible, Director of Public Safety will endeavor to schedule time off for employees on as many of the approved holidays provided for herein, taking into account the services required.

(52) (a) In order to receive holiday pay, employees who are not scheduled to work on a holiday must have been in paid status for the entire last scheduled workday prior to and the next scheduled workday following the holiday if work is available. Holiday pay shall be granted to employees not scheduled to work on the holiday if absence the last scheduled workday prior to or the next scheduled workday following the holiday is due to personal illness which is accompanied by a note from the treating health care provider, emergency illness of a member of the immediate family as defined in Paragraph 64(d) and accompanied by a note from a treating healthcare provider, death in the immediate family, hospitalization or injury on the job.

Employees who report to work on a holiday shall not be required to produce a note from a treating health care provider in order to receive holiday pay in the event they are absent from work due to personal illness or the emergency illness of a member of the immediate family as defined in Paragraph 64(d) on the last scheduled workday prior to and the next scheduled workday following the holiday, provided however, that such absences unaccompanied by a note from a treating health care provider shall not be considered productive time as set forth in Paragraph 84(a), regardless of whether the employee is scheduled to work the holiday.

(b) An employee shall have the option of receiving his/her holiday pay in separate semi-annual checks. Such payments would be made on June 30 and December 15. If an employee chooses to exercise this option, it is understood that it would be effective for one (1) year, after which the employee may choose to again exercise the option or not. This option must be exercised prior to January 1 of each year.

(53) Employees who have holiday work assignments and then fail to report and perform such work for any reason other than those set forth in Paragraph 52(a) shall not receive pay for the holiday.

VACATIONS

(54) Permanent, full-time employees of the County covered by the terms of this collective bargaining agreement who meet the eligibility criterion as of December 31 of a given year shall be granted vacation with pay, or a vacation allowance in lieu thereof in accordance with the requirements outlined below. With regard to vacation allowance in lieu of vacation time off, it shall be at the County's option and complete discretion whether to provide to an employee at his or her request a vacation allowance in lieu of vacation time off.

For purposes of this Agreement, a day is defined as 7 hours for employees working the 35-hour work week and 12 hours for employees working the 2-2-4 and power shifts. Employees will be charged hour for hour for the use of vacation. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated on a 12 hour basis.

(a) Employees on the payroll of the County as of December 31 of a given year who shall have not completed 12 months of accumulated service with the County at December 31, shall be eligible in the following year for one (1) day of vacation for each complete month of accumulated service, to a maximum of ten (10) days. (For the purposes of this policy, any employee placed on the County's payroll on the first work day of any month shall be considered to have a full month's service in that month.)

(b) Employees on the payroll of the County who shall have one (1) year of accumulated service with the County at December 31, but less than five (5) years, shall be entitled to ten (10) days of vacation in the following year.

(c) Employees on the payroll of the County who shall have five (5) years of accumulated service with the County at December 31, but less than ten

(10) years, shall be entitled to fifteen (15) days of vacation in the following year.

(d) Employees on the payroll of the County who shall have ten (10) years of accumulated service with the County at December 31, but less than fifteen (15) years shall be entitled to twenty (20) days of vacation in the following year.

(e) Employees on the payroll of the County who shall have fifteen (15) years of accumulated service with the County as of December 31, shall be entitled to twenty-five (25) days of vacation in the following year.

(f) Employees on the payroll of the County who have completed more than fifteen (15) years of accumulated service with the County as of December 31, shall be eligible for twenty-five (25) days of vacation, and one additional day of vacation for each successive year of accumulated service in the following year.

(55) Any employee completing the fifth (5th) year of accumulated service, or the tenth (10th) year of accumulated service, or the fifteenth (15th) year of accumulated service with the County during the current vacation year, shall be entitled to fifteen (15) days of vacation, or twenty (20) days of vacation, or twenty-five (25) days of vacation, as the case may be, in the current vacation year. Any employee completing more than fifteen (15) years of accumulated service, shall be entitled to twenty-five (25) days of vacation and one (1) additional day of vacation for each successive year of accumulated service in the current vacation year.

(56) In the case of an employee who is on an approved leave of absence when vacation is vested on December 31, he/she shall be credited with vacation, upon his/her return, for each full month of service, which was completed before the leave began in the preceding calendar year. The vacation shall be credited, during the current calendar year, in accordance with the following formula:

(a) For an employee who would be entitled to ten (10) days of vacation if he/she had worked until the preceding December 31, one (1) day of vacation for each completed month of accumulated service, to a maximum of ten (10) days.

(b) For an employee who would be entitled to fifteen (15) days of vacation if he/she had worked until the preceding December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service, to a maximum of fifteen (15) days.

(c) For an employee who would be entitled to twenty (20) days of vacation if he/she had worked until the preceding December 31, two (2) days of vacation for each completed month of accumulated service, to a maximum of twenty (20) days.

(d) For an employee who would be entitled to twenty-five (25) days of vacation if he/she had worked until the preceding December 31, two and one-half (2.5) days of vacation for each completed month of service, to a maximum of twenty-five (25) days.

(e) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she had worked until the preceding December 31 ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she had worked until the preceding December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

(57) An employee who is on an approved leave of absence during the current calendar year but returns to work before December 31 shall vest vacation according to the following formula:

(a) For an employee who would have been entitled to ten (10) days of vacation if he/she had worked during the entire calendar year, one (1) day of vacation for each completed month of service in the current calendar year, to a maximum of ten (10) days.

(b) For an employee who would have been entitled to fifteen (15) days of vacation if he/she had worked during the entire calendar year, one and one-half (1.5) days of vacation for each completed month of service in the current calendar year to a maximum of fifteen (15) days.

(c) For an employee who would have been entitled to twenty (20) days of vacation if he/she had worked during the entire calendar year, two (2) days of vacation for each completed month of service in the current calendar year, to a maximum of twenty (20) days.

(d) For an employee who would have been entitled to twenty-five (25) days of vacation if he/she had worked during the entire calendar year, two and one-half (2.5) days of vacation for each completed month of service in the current calendar year to a maximum of twenty-five (25) days.

(e) For an employee who would have been entitled to more than twenty-five (25) days of vacation if he/she had worked during the entire calendar year ("the employee's total vacation days"), the employee's total vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of service in the current calendar year, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to 34 vacation days if he/she had worked during the entire

calendar year, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of service in the current calendar year, to a maximum of thirty-four (34) days.

(58) Vesting

(a) Vacations with pay shall vest as of December 31 of the calendar year preceding the then current vacation year.

(b) Employees falling under the scope of this agreement who qualify for a vacation on the vesting date, and are terminated from the payroll of the County before taking vacation, shall receive vacation allowance at the time of termination in lieu of vacation time off. However, in the event any employee voluntarily resigns, he/she shall be required to give two (2) weeks' notice of such intention in order to be eligible for the benefit accruing under this Paragraph.

(c) Employees who are terminated, voluntarily resign, or retire shall be paid a vacation allowance in accordance with the schedule outlined below. Employees who voluntarily resign shall be required to give two (2) weeks advance notice of such intention in order to be eligible for the benefits accruing under this paragraph.

(1) For an employee who would be entitled to ten (10) days of vacation if he/she worked until the following December 31, one (1) day of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of ten (10) days.

(2) For an employee who would be entitled to fifteen (15) days of vacation if he/she worked until the following December 31, one and one-half (1.5) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of fifteen (15) days.

(3) For an employee who would be entitled to twenty (20) days of vacation if he/she worked until the following December 31, two (2) days of vacation for each completed month of accumulated service after the preceding December 31, to a maximum of twenty (20) days.

(4) For an employee who would be entitled to twenty-five (25) days of vacation if he/she worked until the following December 31, two and one-half (2.5) days of vacation for each completed month of service after the preceding December 31, to a maximum of twenty-five (25) days.

(5) For an employee who would be entitled to more than twenty-five (25) days of vacation if he/she worked until the following December 31 ("the employee's total vacation days") the employee's total

vacation days divided by ten (10), rounded to the nearest one-half day, for each completed month of accumulated service after the preceding December 31, to a maximum of the employee's total vacation days. For example, if an employee would be entitled to thirty-four (34) vacation days if he/she worked until the following December 31, such an employee would be credited with three and one-half (3.5) days of vacation for each completed month of accumulated service, to a maximum of thirty-four (34) days.

(d) Where extraordinary circumstances exist, an employee may request through the CHRO the right to use vacation that the employee is accruing during the current calendar year, but which will not vest until the following December 31. The right to grant or deny such a request shall be totally within the County's discretion.

(59) Vacation Scheduling

The scheduling of vacation periods shall be subject to the approval of the Director of Public Safety and, in an emergency, may be subject to change. Initial vacation requests limited to a maximum of twenty (20) shifts made prior to January 1 in eight (8) shift increments will be selected on the basis of seniority. Any changes made to the initial twenty (20) shift request may be changed prior to January 1, provided the change does not affect any other employee's approved initial five (5) week request. All other requests on or after January 1 will be selected on a first-made basis.

(60) The vacation year shall begin January 1 and end on December 31. Vacation must be applied for and taken during this period. A maximum of seventy (70) vacation days may be accumulated and carried over, provided that at least one (1) week of vacation is taken in each vacation year by an employee carrying over up to thirty (30) vacation days and at least two (2) weeks' vacation are taken in each vacation year by an employee carrying over thirty (30) to seventy (70) days of vacation.

(61) If a holiday falls within an approved scheduled vacation period, the employee shall be entitled to an additional day of vacation in lieu of holiday pay.

(62) The County shall provide the payroll check covering the vacation period in advance of scheduled vacation, if requested at least two (2) weeks before the end of the regular payroll period in which the advance check is to be prepared.

SICK LEAVE

(63) Each full time employee is entitled to sick leave with full pay in accordance with the following provisions:

(a) An employee shall be credited with one (1) day of sick leave for each completed month of service. Accumulation of sick leave is unlimited.

(b) For purposes of this Agreement, a day is defined as 7 hours for employees working the 35-hour work week and 12 hours for employees working the 2-2-4 and power shifts. Employees will be charged hour for hour for the use of sick leave.

(c) Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or before June 30, 1977 shall be paid for any sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each day accrued. Employees in good standing, who resign after giving adequate notice to the Director of Public Safety (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each day accrued. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated based on a 12 hour basis.

(d) Upon retirement or involuntary separation (for reasons other than for cause) from the service, an employee hired on or after July 1, 1977 shall be paid for sick leave time accumulated not to exceed one hundred (100) workdays. Payment shall be paid based on one day paid for each two days accrued. Employees in good standing, who resign after giving adequate notice to the Director of Public Safety (which in no case shall be less than two weeks), shall be paid accumulated sick leave not to exceed twenty (20) workdays based on one day paid for each two days accrued. In connection with the 2-2-4 and power shifts, it is agreed that for purposes of determining a workday under this paragraph, hours shall be calculated based on a 12-hour basis.

For the purpose of this section, any new employee placed on the payroll of the County on or before the first (1st) working day of any month shall be credited, at the completion of the month, with a full month of sick leave credit of one (1) day.

(64) Sick leave may be used to prevent loss of pay when absent for:

(a) Personal illness or injury, when not covered by worker's compensation.

(b) Medical, dental or optical appointments which cannot be scheduled in after-duty hours after the employee has made every possible attempt to arrange such appointments at a time before or after his/her regular workday.

(c) Quarantine in the home, or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.

(d) Illness requiring intensive care of a member of the immediate family defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or any relative residing in the same home, or any person with whom the employee has made his or her home. The limit under this paragraph is four (4) working days per illness. Intensive care shall be defined as an illness or injury, which requires the constant presence and attention of the employee for the purpose of maintaining and providing for the immediate family member's needs.

(65) To receive compensation for sick leave, it is the employee's responsibility to report his/her inability to be on duty and the reason at as early an hour as is practical, but in any event prior to or within one (1) hour before the time set for the beginning of his/her daily duties.

(66) Where an employee has been absent for four (4) days or more due to illness or injury the employee must present a medical certificate issued by his/her personal physician certifying that the absence was due to illness or injury and that the individual is able to return to work. The County may require the employee to submit the certificate to Risk Management who is responsible to clear the employee for work. If cleared, the employee shall be paid for that day without charge against sick leave.

(67) Time off without loss of pay or sick leave shall be granted as follows:

(a) In the case of the death of a member of the immediate family, defined for purposes of this paragraph 67(a) as parent, brother, sister, son, daughter, husband, wife, parent-in-law, stepparent, stepchild, stepbrother, stepsister, grandparent, grandchild or any person with whom the employee has made his or her home, within six (6) months of such person's death, no deduction of hourly rate may be made for absence up to four (4) working days.

A leave in such instance shall commence no later than the first work day following the day of the funeral.

(b) In the case of the death of a near relative, defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, absence shall be granted on the day of the funeral or on the day immediately prior to the day of the funeral, provided the employee is scheduled to work on the day of the funeral or the day immediately prior to the funeral.

(c) Absence necessitated by examination connected with possible Selective Service induction shall be allowed without charge against sick leave.

SICK LEAVE BANK

(68) The County agrees to establish a Sick Leave Bank ("Bank") for all County full-time employees with two (2) years or more of service.

(a) Participation in the Bank is voluntary and the utilization of benefit is limited to Bank members only.

(b) The Bank is established to allow eligible employees to donate accrued sick days to other County employees who are members of the Bank, and who are unable to work due to the employee's own catastrophic health condition.

(c) An eligible employee who is a member of the Bank may withdraw up to a maximum of six (6) months of continuous sick leave in a rolling twelve (12) month period.

(d) To be eligible to receive donated sick leave, an employee must:

(1) have exhausted his/her own sick, vacation, personal, compensatory and Special Projects time;

(2) be an active member and contributor to the Bank;

(3) require a continued absence due to the employee's own catastrophic health condition;

(4) provide medical documentation substantiating such condition; and

(5) have applied for, been granted and exhausted a two-week sick leave extension as detailed in NCC Personnel Policy regarding sick leave extensions.

(e) Membership in the Bank will require the employee to:

(1) donate at least one (1) day of sick leave every year during the donation period, which shall be January 1 through January 31 of each year. A maximum donation of twelve (12) days of sick leave per member per year is permitted by any one (1) employee; and

(2) obtain approval from the CHRO prior to any utilization of benefit.

(f) The Benefits Committee shall be responsible for monitoring the solvency of the Bank and issuing depletion notices. Quarterly statements of the Bank's available benefits shall be distributed to all members of the Benefits Committee and to each Union President. Once a depletion notice is disseminated to members of the Bank, a one (1) month donation window shall be opened. Donation during this Sick Leave Bank "depletion window" is voluntary and governed by the same limitations outlined in Paragraph 68(e)(1).

(g) The CHRO shall be responsible for establishing policies and procedures regarding administration of the Bank, which shall be subject to approval by the members of the Benefits Committee.

SICK LEAVE EXTENSION

(69) In the case of an employee's extended illness where an employee has exhausted all accumulated sick leave, and vacation time, the Union may request that an advancement of unearned sick leave be loaned to the employee. The Union shall bring the matter to the attention of the CHRO who shall determine whether the employee meets the eligibility requirements for a sick leave loan as indicated herein. An employee with two (2) years' service shall be granted a sick leave loan of up to ten (10) days, provided that a written statement from his/her physician has been submitted which indicates the reason for the extended illness and the employee's most recent "Performance Report to Employees" must be satisfactory or above. Recommendations for a sick leave loan beyond ten (10) days must be approved by the County Executive.

Such advancement of unearned sick leave shall be considered a loan and shall be repayable to the County. When the employee returns from their extended illness and begins to accumulate sick leave, one-half day of sick leave per month shall be deducted from the employee's balance until the entire sick leave loan has been repaid; the employee may elect to repay the sick leave loan in excess of one-half day per month. All such loans must be reimbursed to the County before any request for an additional sick leave loan will be granted.

When an employee who has received an advance loan leaves County service and the loan has not been repaid, the County will be reimbursed for the remaining sick leave balance, except in the case of death or full disability.

(70) Sick leave shall be certified by the Director of Public Safety upon forms prescribed by the Office of Human Resources, which shall maintain complete and accurate leave records.

Records of sick leave accumulated and taken shall be available to the employee or the Union. Accumulated sick leave of employees shall be credited on their personnel record.

(71) Title 29, Chapter XIV, Part 1604.10 of the Code of Federal Regulations requires that the County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:

(a) An employee shall be permitted to continue working until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's

responsibility to inform her physician as to the nature of her regular job duties.

(b) An employee may request a leave of absence without pay, as set forth in Paragraph 79(d) to cover disabilities relating to pregnancy, childbirth and recovery therefrom. The leave must be for a definite period of time so that the substitute may know his/her status. The employee must return at the close of her leave or forfeit her position and seniority.

MUTUAL EXCHANGE

(72) The County agrees to adopt, for the duration of this contract, a program that will allow a bargaining unit employee to trade a shift with another bargaining unit employee in the same position and who is qualified to perform all of the duties of the position. Employees who have (i) completed the required probationary period; (ii) whose performance is rated as satisfactory or above; and (iii) who have no disciplinary action at the level of written or above, within thirty (30) days of submitting the request for mutual exchange, will be eligible to participate in this program.

(a) Employees seeking to engage in a mutual exchange of positions must provide their supervisors at least 48-hour notice of the request for a mutual exchange. Such request shall be submitted utilizing the established process contained within the current scheduling software. A minimum of two (2) mutual exchanges per shift shall be approved unless operational needs do not support such approval.

(b) The exchange of shifts involved in a mutual exchange between employees must occur within the same pay period or the pay period immediately following the initial shift exchange. An individual employee may not utilize this program to exchange greater than four (4) days in any given month. Multiple-depth mutual exchanges (further exchange of an approved mutual exchange shift) will not be approved.

MILITARY TRAINING LEAVE

(73) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserved Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard, and the Air Force Reserve.

(74) Any permanent employee who leaves the service of the County to join the military forces of the United States, shall be placed on military leave without pay, such leave to extend through a date ninety (90) days after which he/she is relieved from such service. Such employee shall be entitled to be restored to the position, which they

vacated, provided he/she makes application to the Office of Human Resources within ninety (90) days of the date of his/her discharge under honorable conditions, and is physically and mentally capable of performing the work of their position.

(75) In the event a position vacated by a person entering the armed services no longer exists at the time he/she qualifies to return to work, such person shall be entitled to be reemployed in another position of the same class in the County service, provided such reemployment does not necessitate the laying off of another person who was appointed at an earlier date than such person returning from military leave.

(76) In addition to his/her accumulated vacation pay, a permanent employee with ninety (90) days service entering the Armed Forces shall be entitled to be paid one (1) full calendar month's wages.

(77) (a) Any permanent employee who is a member of the National Guard or an organized military reserve of the United States will be entitled to a paid leave of absence for such service, not to exceed a total of ten (10) working days in any one (1) calendar year, for which time he/she shall be paid his/her regular hourly rate for a maximum of 96 hours, without regard to the employee's regular hour of work or shift durations if such hours of work or shift durations would normally accrue more than 96 hours over a 10-day work period. In order to receive payment of hourly rate, an employee must file a copy of his/her orders with the Office of Human Resources prior to the leave. For training periods beyond ten (10) working days, each year, while leave shall be granted, the County shall not be liable for wages.

(b) Any permanent employee who is a member of the Delaware National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or the State of Delaware, shall be granted a leave of absence during the period of such activity. Any such employee shall receive the pay differential in the amount by which the employee's normal wages, calculated on the basis up to a maximum of forty-two (42) hours, which the employee has lost by virtue of such absence exceeds any pay received from the State of Delaware.

(78) In order to ensure uniformity, request for deferment of employees from service in the Armed Forces shall be made only by the County Executive.

LEAVES OF ABSENCE

(79) Leaves of absence may be granted to fulltime regular employees covered by this agreement as follows:

(a) Jury Duty

A leave of absence with full pay shall be granted to a permanent, fulltime employee who has been subpoenaed to serve on jury duty. Requests for such leave shall be submitted to the Director of Public Safety in advance, with a copy to the CHRO, along with a copy of the subpoena to document the duration of the jury duty. An employee who is granted such

leave for jury duty shall be entitled to his or her regular salary for the hours of his or her absence and shall not be required to remit jury fees received to the County.

(b) Educational Leave

A fulltime, permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his/her work as determined by the Director of Public Safety and the CHRO. Request for such leave must be approved in advance by the County Executive and they may not exceed a total of twenty (20) days or one hundred seventy (170) hours in any one calendar year.

Such educational leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by County employees needing specific grants of time during normal duty hours to attend educational classes which are not available at any off-duty time. It is specifically prohibited to grant a block of educational leave in conjunction with leave without pay granted for educational purposes.

Educational leave for a longer period may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one year after expiration of the educational leave.

(c) Leave Without Pay

The Director of Public Safety with the approval of the County Executive may grant a permanent employee a leave of absence without pay for a period not to exceed two (2) years. Failure of any employee to return to duty upon the expiration of his/her leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interest of the County as an employer beyond any benefits to be realized.

(d) Family Medical Leave Act

(1) Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in a 12-month period, in accordance with the County's Personnel policy. An employee who qualifies for FMLA leave will be required to use accumulated sick, vacation or other paid leave, in any order chosen by the employee, to run concurrently with the FMLA leave, provided however, that (i) an employee may elect to retain up to two (2) weeks of vacation and two (2) weeks of sick leave and (ii) an employee utilizing FMLA leave of an increment of one (1) day or less must use accumulated sick, vacation or other paid time concurrently with the FMLA leave. In all events, an employee is limited to 12 weeks of FMLA leave in any 12-month period. The 12-month period is a rolling 12-month period measured backward from the date the leave is used.

(2) Notwithstanding the provisions of the FMLA, the County shall continue life insurance and health care benefits provided for in this Agreement, without cost to the employee, during any period when an employee is taking FMLA leave to which the employee is entitled.

(3) Notwithstanding the provisions of the FMLA, an employee who takes the FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave. Such an employee shall not, however, accumulate vacation or sick leave, or pension credit, during unpaid FMLA leave.

(4) Certification from a health care provider shall be provided directly to the CHRO. The CHRO shall not release information concerning the serious health condition justifying the leave.

(5) Notwithstanding the provisions of the FMLA, upon returning from leave, an employee is entitled to:

(i) be restored to the position held when the leave began, unless such an employee is not qualified due to the expiration of a required license or certificate. In such a case, the employee will be placed on the payroll at the rate of pay for the position held when the leave began, and be provided a reasonable opportunity to acquire the necessary license or certificate.

(ii) any negotiated pay increases which would have occurred and the employee would have been eligible for during the leave period.

(6) Employees who take leave due to personal illness must provide certification from the health care provider that the employee can return to work.

(7) Use of family and medical leave shall have no adverse impact on the employee's evaluation.

(e) Absence Without Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for three (3) consecutive days without leave shall be deemed to have quit. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

(f) Disability Leave

A permanent or probationary employee who is temporarily disabled in the line of duty shall receive full pay for the period of his/her disability without charge against his/her vacation or sick leave, subject to the following conditions:

(1) Provided that the disability results from an injury or illness sustained directly in the performance of the employee's work, as provided in the State Worker's Compensation Act.

(2) If incapacitated for his/her regular employment, the employee may be given other duties with County government for the period of recuperation. Unwillingness to accept such an assignment as directed by the Director of Public Safety or the CHRO will make the employee ineligible for disability leave during the time involved.

(3) A physician selected by the County shall determine the physical ability of the employee to continue working or return to work unless the employee's physician determines otherwise; in which case the decision shall be made by a third physician. The cost of the third, impartial physician shall be borne by the County.

(g) Union Employment

Any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for a period not to exceed two (2) years, which may be extended by agreement of the parties. Such leaves shall not be granted in excess of one employee for Union Local No. 3911.

(h) Union Convention

Leaves of absence with pay to attend and serve as delegate to conventions of the Union and organization and training conferences relating to the Union shall be granted to not more than five (5) employees in Union Local 3911 in a calendar year, with the extent of leave limited to an accumulation of two (2) work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling, labor-management relations, personnel administration, etc. The Union shall provide five (5) working days' advance notice of intention to attend and names of employees.

(80) (a) Seniority shall accumulate during all authorized leaves of absence.

(b) Should the position of an employee on approved leave without pay be abolished or consolidated then the employment of that individual upon return from leave will be governed by Paragraph 31 of this Agreement.

HOURS OF WORK, PREMIUM RATES AND SHIFT DIFFERENTIAL

(81)

(a) The payroll period for employees shall cover fourteen (14) consecutive days beginning at 12:01 A.M. on Monday and ending at 12:01 A.M. on Monday, fourteen (14) days later. The regular workday for personnel assigned to administrative duties shall consist of seven (7) hours and the regular work week shall consist of thirty-five (35) hours, Monday through Friday inclusive. The starting time for these employees will generally be 9:00 A.M. and quitting time about 5:00 P.M. with one (1) hour for lunch. Employees working a thirty-five (35) hour work week but who work in a given week between thirty-five (35) and forty (40) hours, will be given straight time pay or compensatory time off, at the employee's option, for the hours worked between thirty-five (35) and forty (40) hours. Compensatory time off must be authorized and approved by the Director of Public Safety or his/her designee and must be taken by the end of the second month following the month in which it was earned. The County reserves its right to increase the work week up to forty (40) hours at straight time rates, if conditions in the government require such action.

(b) Employees assigned to the 35-hour shift shall not be required to alter their work schedule on a given date beyond a 9:00 A.M. to 5:00 P.M. work schedule unless (i) the alteration does not deviate from the 9:00 A.M. to 5:00 P.M. schedule by more than four (4) hours Monday through Friday; and (ii) the employee has received at least 72 hours' notice that a modification to the employees' schedule shall be required. Any modification to an employee's schedule that is necessitated by a scheduling commitment arranged by the employee shall not be subject to the restrictions of this paragraph. Schedule modifications contemplated under this paragraph shall not be utilized in place of the 2-2-4 or power shifts or as an attempt to create an additional shift beyond the 35 hour, 2-2-4 or power shifts.

(c) Employees who are transferred between the 35 hour shift and the 2-2-4 and power shifts shall continue to accrue sick and vacation time based on the hours worked on the shift they are transferred from, for a period of thirty (30) days after the transfer is effective, provided however, that in the event it is known at the time the transfer is effective that the new shift assignment shall extend beyond thirty (30) days, the employee shall accrue sick and vacation time based on the hours to be worked on the shift to which they are being transferred.

(d) The hourly rate of pay for positions assigned to the 2-2-4 and power shifts shall be calculated in accordance with Exhibits A-1, A-2, A-3 and A-4 as attached. The employee will then be paid the number of hours worked times the hourly rate with time and one-half for all hours worked over 40 hours each week.

(e) For Emergency Medical Services Division employees assigned to field operations, the 2-2-4 shift configuration will consist of two (2) 10-hour day shifts, two (2) 14-

hour night shifts and 4 days off. Shifts for employees assigned to field operations shall be 0800 hours to 1800 hours and 1800 hours to 0800 hours.

(f) For Public Safety Operators, the 2-2-4 shift configuration will consist of two (2) 12-hour day shifts, two (2) 12-hour night shifts and 4 days off. The day shifts will be scheduled from 0700 hours until 1900 hours or 1000 hours until 2200 hours. The night shifts will be scheduled from 1400 hours until 0200 hours or 1900 hours until 0700 hours.

Public Safety Operators shall rotate through a kickback shift (peak volume schedule). Those shifts will start at 1000 hours or 1400 hours and will be identified on the work schedule by the letter "E" for the early hours and the letter "L" for the late hours. In the event that a platoon is not at full strength of five (5) personnel each, the kickback hours will be rotated to another individual on that platoon. The only exception will be for filling this position due to sickness or vacation of an individual.

Public Safety Operators shall be given seven (7) days' notice of a change in his/her platoon assignment except in case of an EMERGENCY (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical.

(g) The shift schedule for Telecommunicators-Police is as follows: Employees in this position will work two (2) 12-hour days and two (2) 12-hour nights followed by four (4) days off. The hours of work will be two (2) consecutive days each starting at 7:00 a.m. and finishing at 7:00 p.m., followed by two (2) consecutive nights each starting at 7:00 p.m. and finishing at 7:00 a.m.

Employees shall be given at least seven (7) days' notice of a change in his/her squad assignment except in the event of an emergency (e.g. natural disasters, bombings - "emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical. The only exception to this seven (7) days' notice requirement shall be to allow regular shift hours to be changed on a temporary basis by up to four (4) hours at the beginning or four (4) hours at the end of a shift as follows:

1) voluntarily accepted by the employee;

2) provided forty-eight (48) hours' notice is given to the employee; however, this provision is only to be enforced when maximum staffing levels are attained and not to be utilized to cover routinely scheduled overtime.

(h) For Telecommunicators-Fire/Medical the 2-2-4 shift configuration will consist of two (2) 12-hour day shifts, two (2) 12-hour night shifts and 4 days off. The day shifts will be scheduled from 0700 hours until 1900 hours and the night shifts will be scheduled from 1900 hours until 0700 hours.

Telecommunicators-Fire/Medical shall be given seven (7) days' notice of a change in his/her platoon assignment except in case of an EMERGENCY (e.g. natural disasters, bombings -

"emergency" is not intended to cover routine staffing shortages) or for training purposes, in which case the County shall provide such notice as is practical.

35-HOUR WORK WEEK

(82) The County has management right to assign Emergency Medical Services (EMS) employees to an administrative or operational assignment on any of the shifts contained in the agreement. The County may temporarily reassign EMS employees from an administrative assignment to cover an operational assignment as needed based on the needs of the organization. Management has the right to determine the need for an employee to work overtime. EMS employees assigned to the 35-hour work week will be permitted to work up to one additional hour per day. Pursuant to this agreement, the hours worked will not include an hour for lunch (i.e., 0800-1700 hours with an hour off for lunch).

(a) In the event an administrative employee is assigned to cover an entire operations day shift (0800-1800hrs) the employee will receive three (3) hours of pay for a total of ten (10) hours for the day.

(b) Administrative employees that are temporarily assigned to cover a portion of an operations shift during their regularly scheduled hours of work will not receive any additional compensation. For instance, an administrative employee may be assigned to work an operations shift for a half shift or a few hours during their normal work hours.

(c) Sick and vacation leave will be paid based on the 35-hour work week at 7 hours per day.

(i) In the event an employee takes leave for a portion of the week, there is no expectation that the employee will be permitted to work additional hours on the remaining days to reach 40 hours.

(d) County holidays are typically scheduled days off for employees in administrative assignments, unless the employee is requested to work an operational assignment or receives approval from management prior to the holiday.

(83) Employees covered by this contract will receive a 10% shift differential for the night shift based on the employee's rate of pay. Employees working any hours after 1800 for EMS or 1900 for Communications, and 1500 for Non-Paramedic employees on a contractual duty assignment for third-party customer services, will get shift differential.

(a) Employees covered by this contract will receive a 10% shift differential for the night shift based on the employee's rate of pay. Employees working any hours after 1800 for EMS or 1900 for Communications, and

1500 for Non-Paramedic employees on a contractual duty assignment for third-party customer services, will get shift differential.

(b) An employee working all or a portion of the night shift shall receive shift differential.

(c) Employees covered under this contract who are working in the capacity of a Training Officer shall be entitled to a 5% premium pay for all hours in which a trainee is assigned to them. This is in addition to any other premiums or differentials due them during this time.

(84) Where new work weeks are planned by the County they shall be subject to discussion and review by the Union. Any change in special work weeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the County and the Union.

(85) For all employees covered by this contract, time and one-half shall be paid after forty (40) hours worked within a given workweek.

(a) In determining whether an employee has worked in excess of 40 hours in a week, the employee shall receive credit for paid leave time (paid holiday, sick and vacation time), and paid leave for Union business, which shall be considered "productive time." For purposes of this paragraph, "Union business" shall include grievance investigation, grievance hearings, and negotiations and shall not include union seminars, conferences and conventions.

POWER SHIFTS

(86) EMS Division

(a) Units being deployed on a 24-hour basis will be scheduled on the existing "2-2-4" shift defined in Section 81(e) of this Agreement. The County further agrees that at least eight (8) paramedic units shall remain on the 2-2-4 schedule.

(b) The alternate shift, referred to as a "power shift", will have a 12-hour shift with alternating weekends off. The power shift weekend will be defined as Saturday, Sunday and Monday. The rotations will repeat every fourteen days. The starting times for the 12-hour shifts may range from 0700 to 1200 hours based on an analysis of peak call volume periods (i.e., 0700-1900, 0900-2100, etc.). Once established, the shifts may be revised after fourteen (14) days' notice has been provided to the Union, during which time the Union shall be afforded an opportunity to consult with the County on the revised shift schedules. Union approval of such revised shifts shall not be required prior to or following implementation of the revised power shift schedule. In the event that the County revises a power shift schedule after an employee has voluntarily transferred to the power

shift, such employee affected by the schedule change may elect to return to the 2-2-4 shift, provided that such election is made within six (6) months of the announcement of the schedule change.

(c) The EMS Division will post an opportunity to request transfer from 2-2-4 shift assignment to power shift(s). Both voluntary and involuntary assignments to power shift vacancies will reflect the seniority rules that are used for current station and platoon assignments.

(d) An employee voluntarily assigned to a power shift assignment may elect to return to the 2-2-4 shift with the same shift and station assignment from which the employee transferred to the power shift, provided that such election is made within six (6) months of commencement of the assignment to the power shifts.

(e) Employees involuntarily assigned to the power shift shall not be assigned involuntarily to the power shift for more than two (2) years. The County agrees to make a good faith effort to re-assign an employee involuntarily assigned to the power shift to the same shift to which the employee was assigned prior to assignment to the power shift.

(f) If the County decides to eliminate the power shift due to operational needs, employees assigned to the power shift may elect in order of greatest seniority, any available 2-2-4 shift assignments to which they will be reassigned. If there are insufficient volunteers to staff the available 2-2-4 shifts, employees will be assigned to the remaining 2-2-4 shifts in order of least seniority.

(g) If 25% or more of the hours worked on the power shift occur during the hours of the 2-2-4 night shift, compensation for such night shift hours shall include shift differential.

(h) The vacation selection from personnel assigned to the power shifts will not impact the vacation scheduling of personnel assigned to the 2-2-4 shift rotation, and vice versa. In the event employees move voluntarily from the power shift to the 2-2-4 shift, a total of ten (10) shifts of vacation requests approved for the employee shall be honored when the employee changes shifts. When employees move involuntarily from the power shift to the 2-2-4 shift or from the 2-2-4 shift to the power shift, all vacation requests approved for the employee shall be honored when the employee changes shifts. In the event that personnel assigned to the power shift have not taken vacation within two weeks of a particular date, that vacation spot becomes available to personnel assigned to the 2-2-4 shift working that date.

(i) “Relief” personnel assigned to the 2-2-4 shift rotation may be used to fill vacancies on the power shift units on a voluntary basis.

(87) Communications Division

(a) The County agrees to institute within the Communications Division, an alternative shift, to be known as a "power shift." The County further agrees to institute, power shifts for the Fire/Medical and the Police Communications Rooms, at such future time when at least two (2) additional positions are allocated and provided for in the County budget process for either of these rooms, provided that such additional positions are not part of an increase in positions necessitated by any career development program. The parties agree that the County shall not be obligated to fill temporary staffing vacancies on the power shift. Employees being assigned on a 24-hour basis will be scheduled on the existing "2-2-4" shift defined in Paragraph 81 of this Agreement. At such time as the power shift is implemented pursuant to this paragraph, the "kickback" provisions of Paragraphs 81(f) and (g) shall not apply, unless the employee voluntarily elects to utilize the "kickback" provisions.

(b) The alternate shift, referred to as a "Power Shift", will have a 12-hour shift with alternating weekends off. The Power Shift weekend will be defined as Saturday, Sunday and Monday. The rotations will repeat every fourteen days. The starting times for the 12-hour shifts shall be based on an analysis of peak call volume periods. Once established, the shifts shall be revised only after seven (7) days' notice.

(c) If 25% or more of the hours worked on the power shift occur during the hours of the 2-2-4 night shift, compensation for such shift hours shall include shift differential.

(d) The vacation selection from personnel assigned to the power shifts will not impact the vacation scheduling of personnel assigned to the 2-2-4 shift rotation, and vice versa. In the event employees move voluntarily from the power shift to the 2-2-4 shift, a total of ten (10) shifts of vacation requests approved for the employee shall be honored when the employee changes shifts. When employees move involuntarily from the power shift to the 2-2-4 shift or from the 2-2-4 shift to the power shift, all vacation requests approved for the employee shall be honored when the employee changes shifts.

(e) The Communications Division will post an opportunity to request transfer from 2-2-4 shift assignment to Power Shifts. Both voluntary and involuntary assignments to Power Shift vacancies will reflect the seniority rules that are used for current platoon assignments.

(f) An employee voluntarily assigned to a power shift assignment may elect to return to the 2-2-4 shift, provided that such election is made within six (6) months of commencement of the assignment to the power shifts.

(g) If the County decides to eliminate the power shift due to operational needs, employees assigned to the power shift may elect in order of greatest seniority, the available 2-2-4 shift to which they will be reassigned. If there are insufficient volunteers to staff the available 2-2-4 shifts, employees will be assigned to the remaining 2-2-4 shifts in order of least seniority. In the event employees move voluntarily or involuntarily from the power shift to the 2-2-4 shift, any initial vacation request approved for the employee shall be honored when the employee moves to the 2-2-4 and power shifts.

(h) Nothing herein shall affect the current staffing options utilized by the County when filling temporary vacancies on the 2-2-4 and power shifts.

DISTRIBUTION OF OVERTIME

(88) Overtime shall be divided and rotated as equally as possible within the division in the department. In the event a department needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit, in seniority order, among those qualified to perform this work. Employees improperly missed for an overtime opportunity shall not receive monetary reimbursement for missed opportunities but will be provided a like overtime opportunity with a review and resolution of any systemic issues that may have generated the missed opportunity. The like overtime opportunity shall not affect the overtime due to another employee. Each missed overtime opportunity shall be evaluated on a case-by-case basis.

ON-CALL TIME

(89) Communications Division Employees covered by this Agreement shall rotate on an on-call system. The terms of said "on-call system" shall be set out in writing by management and distributed to all employees and the Union. Employees called in for duty by the Director of Public Safety, or his/her designee, outside of their regularly scheduled hours, or after completing their regular tour of duty, shall be paid according to Paragraph 93 of the Contract, "Call-In Time." Any related equipment deemed necessary by management for the employee to carry out his/her duties while on call shall be provided by the department at no cost to the employees.

(90) Communications Division employees who are required to be placed on an on-call roster shall receive four (4) hours of compensatory time for each 12-hour period during which the employee was in an on-call status. Compensatory time earned under this paragraph shall not be considered productive time under paragraph 84(a) of this Agreement.

COURT AND COURT STANDBY TIME

(91) An employee shall be given leave with full pay when subpoenaed to appear before a court, public body or commission in connection with County business.

(92) On each occasion when an employee is scheduled for a court appearance on off-duty hours and is placed on standby by his/her supervisor or by a representative of the Court or the Attorney General's office, such employee will be paid at one-half of the employee's regular base rate for up to four (4) hours, unless notified to appear in Court or that the Court appearance has been cancelled, at which time standby pay shall cease. In the event that the employee is notified to appear in Court, the employee shall be provided with a time to appear, and the employee shall, commencing at the time the employee is required to appear, be paid for Court time at his/her regular rate of pay. All standby time paid under this paragraph shall be deemed non-productive time for purposes of calculating overtime.

(93) When a bargaining unit employee is required to appear in court on off duty hours in connection with the performance of the employee's duties, the employee shall receive minimum pay of two (2) hours at straight time pay for such time, commencing at the time the employee is scheduled to appear.

CALL-IN TIME

(94) Call-in Time

(a) Employees called in for work outside of their regularly scheduled hours shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay at his/her option provided the call-in is less than four (4) hours. The guaranteed pay shall be at the employee's straight time rate or for hours actually worked at the premium rate set forth in Paragraph 84(a), whichever is greater.

(b) If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until he/she completes four (4) hours of work. The employee shall then be paid for the balance of his/her work shift at the appropriate rate. This call time provision shall not apply to persons scheduled to work daily overtime before the regular starting time of any employee's shift.

SAFETY AND HEALTH

(95)

(a) The Union agrees that it will insist that its members work safely and cooperate to the fullest extent with the County in order to eliminate hazardous conditions within its operations. It is in the spirit of safety and cooperation that the Union agrees to drug testing for their bargaining unit as provided in the County's drug testing policy dated February 12, 2012 (Personnel Policy 5.03 – Drug and Alcohol Testing, and Personnel Policy 5.07 – Drug and Alcohol Testing for Commercial Motor Vehicle Operators). The County agrees that the union will be included in drafting any

revision or update of the County's drug testing procedures. The County's drug testing policy will be published as a personnel policy and procedure.

(b) Effective July 1, 2023, a paramedic employee who is charged with a first offense of driving under the influence or an alcohol or drug related driving offense shall be removed from field duties and may be assigned to administrative duties for a period not to exceed 12 months. An employee who is assigned to administrative duties shall not perform the essential functions of the paramedic job classification and shall not operate any County vehicle.

If the charge(s) has not been resolved upon the expiration of 12 months , the employee shall be placed on an unpaid leave of absence for a period of no more than one year, notwithstanding what is provided for in section 79(d).

Upon the disposition of any alcohol or drug related driving offense, the employee shall be permitted to return to his/her full paramedic duties, provided that the employee's driver's license is not suspended or restricted and shall not be entitled to back pay. An employee whose license is suspended or restricted shall not return to duty and may be placed on an unpaid leave of absence until the expiration of such restrictions, consistent with paragraph 79. Driving restrictions shall include the installation of an ignition interlock device requirement on the employee's personal vehicle.

A paramedic employee who is convicted of, or pleads guilty to, a second alcohol-related or drug-related driving offense shall be dismissed from employment as a paramedic. A resolution through the Delaware First Offenders Program (or similar resolution in a different jurisdiction) shall constitute a second conviction.

If, in the opinion of the Director of Public Safety, an employee who is dismissed from the paramedic service upon a second offense may be qualified to perform the duties of another position within the County, the Director may make a recommendation to the Chief Human Resources Officer to attempt to place the employee in another position. For purposes of this agreement, any offense occurring within ***five*** years of a prior offense shall constitute a second offense.

Nothing in this section shall preclude the County from imposing discipline pursuant to the County's Personnel Policies or Emergency Services Directives.

(96) The County agrees that it will maintain adequate safety and health standards and will cooperate with the Union and with all the County's employees in order that all employees are protected from a safety and health standpoint at all times.

(97) The departmental safety coordinator shall be appointed by the departmental safety committee and shall serve as chairperson of this committee. The Union shall designate a member of the department to the departmental safety committee.

(98) Any recommendations pertaining to safety and health made by the Union steward or any employee to the Director of Public Safety or departmental safety coordinator shall be considered by the departmental safety committee promptly.

(99) The CHRO or his/her designee will meet with the safety coordinators at least once each month to review the preceding month's accident and health records, and to consider improvement in the safety and health program.

BULLETIN BOARDS

(100) The County agrees to provide and maintain in each building or location where 3911 employees work a separate union local bulletin board where notices of official Union matters may be posted by the Union.

HEALTH INSURANCE AND PRESCRIPTION DRUG BENEFITS

(101) The County agrees to assume the full cost of providing Comprehensive 80 plan for fulltime employees' applicable coverage (i.e., employee only, employee and children, employee and spouse, or employee and family). The County will also make available a choice of alternative coverage, including a PPO and HMO plan, provided however, that the employee shall pay the difference between the cost of any alternative coverage selected by the employee and the cost of the comparable (i.e., employee only, employee and children, employee and spouse, or employee and family) Comp 80 coverage.

The County shall deduct the employee's contribution through payroll deduction. Health care coverage shall include the employee's domestic partner, if the employee's domestic partner was enrolled in a County plan as of July 1, 2020, and maintains enrollment without any interruption. Domestic partners who meet these criteria may maintain eligibility for health care coverage as provided in this Agreement (and may hereafter be referred to as an "eligible domestic partner" or "eligible domestic partners"). Effective January 1, 2021, coverage for domestic partners for new enrollments will no longer be an option (continuing coverage will only be available for domestic partners who were enrolled as of July 1, 2020.

(102) The County will establish a spousal coordination of benefits program. Such program shall require spouses or eligible domestic partners of County employees whose employers provide health insurance coverage to elect their employer's coverage, provided, however, that the spouse or eligible domestic partner shall not be required to elect such coverage if the cost exceeds the cost to the County employee of covering the spouse or eligible domestic partner under the County's health insurance plan. Employees whose spouses or eligible domestic partners are covered by their employer's health insurance coverage may elect either employee and spouse or employee and family coverage with the County in order to obtain secondary coverage for their spouse or eligible domestic partner under the County's health insurance plan.

(a) If an employee presents proof that the employee has health insurance coverage from a source other than health insurance provided by the County, and waives the right to receive health insurance coverage from the County, and that waiver does not cause the County to be in violation of requirements of State or Federal Law, the County will contribute, for

the benefit of such employee, $250 per month to a deferred compensation plan established pursuant to Section 457 of the Internal Revenue Code. No payment shall be made pursuant to this provision until the employee has established an account with the County's deferred compensation administrator and has been removed from the applicable County health insurance plan. In addition to exclusion from this payment as a primary insured, employees who have secured health insurance coverage through a County plan, other than as the primary insured, will not be eligible to receive this payment.

(103) The named plan administrators identified in the preceding paragraph may be replaced by the County, with the recommendation of the Benefits Committee, only in the event that a named carrier: (i) fails to submit a competitive bid to administer the health insurance program offered by the County to its employees; (ii) fails to provide a complete and comprehensive bid in response to the RFP announced by the County for the administration of the County's employee health insurance program; or (iii) fails to fulfill its contractual obligations to the County or violates the terms of its contract with the County.

(104) Alternative coverage health care plans offered to employees shall include the following co-pays:

Medical Coverage Copayments

Office visit – Primary Care Physician	$25
Office visit – Specialist	$35
Well child visits/annual check-ups/immunizations	$15
Emergency Room visit*	$100
Urgent Care Center visit	$25
Radiology Services (X-Ray, MRI, C/T Scan)**	$0
Mammogram**	$0
PAP screening test**	$0
Other lab work**	$0

* This copayment will be waived if the patient is admitted to a hospital.

** No copayment will be charged when the service is received from a designated non-copayment provider. Employees will be personally responsible for the difference between the cost for the service the plan covers for a designated non-copayment provider charge and the cost charged by a non-covered provider, if the member chooses to use a provider other than a designated non-copayment provider. An exception will be granted in instances of documented medical necessity.

(105) The County will provide the following three-tier prescription drug co-pay system:

Generic prescription drugs	$8 employee co-pay
Preferred prescription drugs	$30 employee co-pay
Non-preferred prescription drugs	$50 employee co-pay

When available, employees may fill maintenance medications through a 90-day mail order supply program. Employees will only be charged two (2) 30-day co-pays for the 90-day supply when filled through the mail order supply program.

(106) Retirees

The County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Highmark of Delaware Plan, or the carrier providing equivalent coverage, for those employees retiring on or after July 1, 1973, but before April 1, 1997, who are not eligible for Medicare.

For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), the County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Highmark of Delaware Plan, or the carrier providing equivalent coverage. Further the County agrees to issue health insurance credits as outlined below:

> Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through the County) for the retiree's spouse / eligible domestic partner. The value of the monthly credit will be the product of $10 times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be $300 regardless of service in excess of 30 years. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse / eligible domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

Regardless of the date of retirement, when a retiree or his or her spouse / eligible domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse / eligible domestic partner with Standard MEDIFILL coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse / eligible domestic partner.

BENEFITS COMMITTEE

(107) a) The County shall maintain a Labor - Management Health Care Benefits Committee (the "Benefits Committee") which shall consist of a representative designated by each County bargaining unit and six (6) representatives designated

by the County, each of whom shall be a participant in the County employee health insurance plan. The CHRO or designee shall chair the Benefits Committee.

(b) The Benefits Committee shall meet for the purpose of reviewing and determining employee benefits available to County employees for the future enrollment periods and the identity of administrators and carriers.

(c) The Benefits Committee shall be involved at all stages of the review process, including the development of bid specifications, the review of bids (including costs of each plan), meetings with bidders, the design of a benefits plan, and the selection or termination of plan administrators and consultants. One of the objectives of this review and selection process shall be to foster competition among bidders. During this process the union representatives will be granted full and complete access to all information relating to employee benefits.

(d) The Benefits Committee shall meet as often as possible to fulfill the duties identified in paragraphs (b) and (c) above, but no less frequently than quarterly. Meeting agendas will be provided in advance and will include quarterly financial updates of the plan. Minutes will be provided after each meeting.

(e) Any recommendations reached by the Benefits Committee shall be subject to approval by the membership of the Union. Committee members shall be provided with adequate time and information regarding the proposed recommendation of the Benefits Committee to allow Union members to make an informed decision regarding their health care benefits. Following a decision by the Union membership regarding the proposed recommendation of the Benefits Committee, the Benefits Committee shall meet to vote on the proposed recommendation, which shall require approval by two-thirds of the members present at the Benefits Committee meeting. With advance notice, Benefits Committee members may designate a proxy to cast their vote.

LIFE INSURANCE

(108) The County agrees to assume the full cost of life insurance amounting to one and one-half of the employee's annual salary, with a minimum death benefit of $50,000 and a maximum death benefit of $200,000. Additionally, the County will provide accidental death and dismemberment benefits for each employee. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee.

(109) The County agrees to assume the full cost of providing $10,000 life insurance for those employees retiring from County service on or after December 1, 2005, with accidental death and dismemberment benefits for each employee. Those employees who retired between April 1, 1997, and November 30, 2005, will be provided with

$5,000 life insurance. Those employees who retired between March 31, 1981, and March 31, 1997, will be provided $2,500 life insurance. If the retiree had voluntary life insurance as of the date of retirement, the retiree may elect to continue the voluntary life insurance coverage, and the County agrees to assist the retiree in obtaining such coverage, at full cost to the retiree.

EMPLOYEE SPENDING ACCOUNTS

(110) The County shall establish and maintain Employee Spending Accounts as permitted by Internal Revenue Code Section 125.

UNEMPLOYMENT COMPENSATION COVERAGE

(111) The County follows the requirements of Chapter 33 (Unemployment Compensation) of Title 19 of the Delaware Code.

THE COUNTY AND MANAGEMENT POLICIES AND RULES

(112) The Union agrees that the County has complete authority over the policies and administration of all County departments, which it exercises under the provisions of law and in fulfilling establishment of rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the County, and not covered by this Agreement, is the province of the County. Should the Union object to any rule or regulation as violating this Agreement, it may resort to the grievance procedure outlined in Paragraph 11. The County shall send a copy of any new departmental or County-wide employer-employee relations policies affecting the Union or its members to the President of Local 3911.

VISITATION

(113) The County shall permit designated staff members of Council No. 81 (not to exceed two (2)) to visit the Department of Public Safety to investigate matters pertaining to the enforcement and administration of the Agreement. Such representatives shall make an appointment through the CHRO in advance of the visit. Upon arrival, the Director of Public Safety will confer with the Union's representatives in order to facilitate the purpose of the visit.

WORKING CONDITIONS

(114) Protective Clothing and Devices

(a) If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device shall be furnished without cost to the employee by the County; the cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the County.

(b) Employees required by the County to wear safety glass prescription lenses as established by the department safety committee and the Director of Public Safety due to recognized eye hazards normal to their work, will have such glasses furnished by the County to a prescription furnished by the employee.

(c) Training and related written policies will be provided by the County, as necessary, for all protective clothing, equipment and devices.

(d) The County shall take all actions necessary to ensure proper methods, means, and materials are available for the decontamination of all protective clothing, equipment and devices.

(115) Reimbursement for Certifications

The County shall reimburse the cost of all paramedic state and national certification and license fees (e.g., National Registry Paramedic, Delaware Paramedic.) The County will continue to directly pay for Communications Division certifications and licenses (e.g., EMD, EPD) required to maintain job requirements consistent with the current practice. These certifications shall remain the property of the individual employee.

(116) Scheduling of Training Sessions

The County agrees that bargaining unit employees who are required to attend mandatory training sessions scheduled to be held during the employee's time off shall be compensated for a minimum of two (2) hours at the employee's regular rate of pay.

(117) Uniforms

The County shall furnish uniforms to employees of Local 3911. The cost of maintaining such uniforms shall be borne by the County. This shall include all tailoring, dry cleaning, and laundering; including the uniforms contaminated by potentially hazardous substances.

(118) The parties agree that the Internal Affairs Unit of the Police Department shall have no jurisdiction over members of the bargaining unit. Employees may refuse to be interviewed by Internal Affairs Unit without fear of reprisal. This section has no application in investigations of criminal nature, which shall be handled through regular police procedures, not by the Internal Affairs Unit.

ROTATION OF EMS DIVISION EMPLOYEES

(119) Should the County seek to rotate Emergency Medical Services Division employees who work at Stations one through eight, it will do so as follows:

Employees will be assigned to either Middletown or a central location. Employees will be rotated from Middletown to the central location in no less than twelve (12) week increments. Employees working at the central location will be dispatched to their work station. In order to have employees report to a central location, starting

time for them will be staggered by up to one half (1/2) hour from the normal starting time.

Prior to utilizing the rotation set forth in the above paragraph, the County agrees that adequate locker facilities would be made available at the central location to accommodate emergency medical services employees. Such facilities would be provided to ensure that employees will have a secure facility to store equipment and will have adequate facilities at which to change their clothes.

ALTERATION OF AGREEMENT

(120) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the County and in no case shall it be binding upon the parties hereto unless Agreement is made and executed in writing between the parties and same has been ratified by the Union.

(121) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the term and conditions herein.

(122) It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

(123) This Agreement became effective on July 1, 2023, and remains in full force until 12:00 midnight, June 30, 2027. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before March 31, 2027, or any subsequent year.

CLASSIFICATION AND SALARIES

(124) Effective July 1, 2023, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit A

Effective July 1, 2024, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit B.

Effective July 1, 2025, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit C.

Effective July 1, 2026, the salaries for Non EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit D.

Effective July 1, 2023, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit E.

Effective July 1, 2024, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit F.

Effective July 1, 2025, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit G.

Effective July 1, 2026, the salaries for EMS classification employees in the bargaining unit shall include a 2.5% general wage increase as set forth in Exhibit H

(a) Uncertified paramedics who are not selective certification paramedics shall be paid a training rate at Pay Grade 22, Step 11 on both the 2-2-4 Hourly Rate Schedule and the Pay Plan for other employees (i.e., Exhibits A-1, A-2, A-3, and A-4 in the Contract). (If an uncertified paramedic is working a schedule other than 2-2-4, such an individual shall be paid from Exhibits A-1, A-2, A-3, and A-4). An uncertified paramedic shall be eligible for a merit increase on the anniversary of their employment by the County. Upon certification and release to full paramedic duties, such employee shall receive a merit increment one step increase under the procedure set forth in Paragraph 124. In each case, there shall be a footnote to Pay Grade 22, Step 11, explaining that it is a training rate.

(b) Upon employment, selective certification paramedic shall be paid at Pay Grade 22, Step 1, and shall follow the merit compensation procedure thereafter.

(c) There will be no lay off of any employees in this bargaining unit during the term of this agreement.

MERIT INCREASE COMPENSATION PROCEDURE

(125) The County shall make available for those employees not at the maximum hourly wage rate of their assigned pay grades in the Pay Plan, a merit increment one step increase to the next higher wage rate in the employee's pay grade in accordance with the Rules of the Pay Plan. Merit increases shall be effective on the employee's anniversary date. For the purpose of this compensation procedure, the anniversary date for any full-time employee hired by the County before July 1, 1966 shall be July 1 of each year; all other employees shall have the date of hire as the basis for anniversary date.

HOURS DIVISOR WORKING GROUP

(126) The County agrees to establish a working group, to be comprised of two (2) members appointed by the County and two (2) persons appointed by the Union, to review the method by which employees working the 2-2-4 or power shift are deemed to earn compensable hours for purposes of pension, workers'

compensation and severance benefits. The working group must return a proposal for consideration to the County Executive within six (6) months of the expiration of this contract.

PRESERVATION OF ABILITY TO PROVIDE EMERGENCY SERVICES

(127) The Union and the County recognize that the members of this Union provide a vital emergency service to the citizens and visitors of New Castle County. It is further recognized that staff must be maintained at a level that supports uninterrupted service to the public.

(128) Retention of quality employees is a key factor in maintaining staffing levels. In order to encourage the retention of employees Longevity Bonuses will be implemented. A one-time bonus shall be provided to employees covered under this contract at the completion of years 15, 21, and 26 as provided in the following chart:

Completion of Year 15 - $5,000 bonus payment

Completion of Year 21 - $7,000 bonus payment

Completion of Year 26 - $10,000 bonus payment

(129) Employees who enroll in a Paramedic Academy shall be subject to a training reimbursement agreement that requires a five (5) year service commitment to the County and subjects the employee to repayment obligations if the employee separates from County service prior to the completion of five years of service.

The County agrees to recognize the Local 3911 as the exclusive bargaining representative of the Employees who enroll in the Paramedic Academy, regardless of the length of the probationary period. The County and the Local 3911 agree that all terms and conditions set forth in the collective bargaining agreement shall apply to the Employees who enroll in the Paramedic Academy, except that employees who have a longer probationary period than that provided in the collective bargaining agreement shall have only the rights that probationary employees have under the collective bargaining agreement. Additionally, because of the importance of the continuity of training, Sections 79(h) and 79(i) shall not apply to probationary employees.

The County and the Local 3911 specifically agree that the employees who enroll in the Paramedic Academy shall be entitled to representation by the Union and shall be eligible for membership in the Union upon completion of a voluntary dues authorization card or voluntary service fee as may be established by the Union. The Union shall provide signed proof of each employee’s voluntary membership or service fee paying status.

Local 3911 shall cooperate with the County in the enforcement of the reimbursement policy, but shall not be responsible for repayment on behalf of an employee who separates prior to the fulfillment of his or her five years of service to the County.

MAINTENANCE OF STANDARDS

(130) The County agrees that all conditions of employment relating to pensions, wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the same shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

EXHIBIT A

ALPHABETICAL LISTING OF BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS

Assistant Platoon Leader – Police – 25
Assistant Platoon Leader – Fire/Medical – 25
Emergency Call Operator – 16
Emergency Call Operator Coordinator – 17
Emergency Service Team Leader – 26
Emergency Medical Services Lieutenant – 28
Emergency Medical Services Operations Support Specialist – 21
Emergency Medical Services Senior Lieutenant – 29
Emergency Medical Technician – 15
Fire/Medical Communications Specialist – 20
Paramedic – 22
Paramedic Corporal – 24
Paramedic First Class – 23
Paramedic Sergeant – 26
Paramedic Senior Corporal – 25
Paramedic Senior Sergeant – 27

Police Communications Specialist – 20
Public Safety Operator I – 18
Public Safety Operator II – 19
Public Safety Operator III – CTO – 20
Quality Assurance Coordinator – 28
Senior Assistant Platoon Leader-Fire/Medical-26
Senior Assistant Platoon Leader-Police-26
Telecommunications Training Officer Coordinator – 28
Telecommunicator I – Police – 21
Telecommunicator I – Fire/Medical – 21
Telecommunicator II – Police – 22
Telecommunicator II – Fire/Medical – 22
Telecommunicator III – Police – CTO – 23
Telecommunicator III– Fire/Medical – CTO – 23
Telecommunicator IV – Police & Fire/EMS Communications – 24
Senior Public Safety Operator II – 20
Senior Telecommunicator II-Fire/Medical – 23
Senior Telecommunicator II-Police – 23
Emergency Communications Info & Tech Coordinator – 28

EXHIBIT B

BARGAINING UNIT OCCUPATIONAL CLASSIFICATIONS BY PAY GRADE

Pay Grade 15
Emergency Medical Technician

Pay Grade 16
Emergency Call Operator

Pay Grade 17
Emergency Call Operator Coordinator

Pay Grade 18
Public Safety Operator I

Pay Grade 19
Public Safety Operator II

Pay Grade 20
Fire/Medical Communications Specialist
Police Communications Specialist
Public Safety Operator III – CTO
Senior Public Safety Operator II

Pay Grade 21
Emergency Medical Services Operations Support Specialist
Telecommunicator I – Police
Telecommunicator I – Fire/Medical

Pay Grade 22
Paramedic
Telecommunicator II – Police
Telecommunicator II – Fire/Medical

Pay Grade 23
Paramedic First Class
Telecommunicator III – Police – CTO
Telecommunicator III – Fire/Medical – CTO
Senior Telecommunicator II-Fire/Medical
Senior Telecommunicator II-Police

Pay Grade 24
Paramedic Corporal
Telecommunicator IV – Police & Fire/EMS Communications

Pay Grade 25
Assistant Platoon Leader – Police
Assistant Platoon Leader – Fire/Medical
Paramedic Senior Corporal

Pay Grade 26
Paramedic Sergeant
Emergency Service Team Leader
Senior Assistant Platoon Leader- Fire/Medical
Senior Assistant Platoon Leader-Police

Pay Grade 27
Paramedic Senior Sergeant

Pay Grade 28
Emergency Medical Services Lieutenant
Emergency Communication Info & Tech Coordinator
Quality Assurance Coordinator
Telecommunications Training Officer Coordinator

Pay Grade 29
Emergency Medical Services Senior Lieutenant

EXHIBIT C

SENIORITY, LAY-OFF AND RECALL PROCEDURE
INTERCHANGEABLE OCCUPATIONAL
SENIORITY GROUPS

1.
Emergency Medical Services Senior Lieutenant –29
Emergency Medical Services Lieutenant – 28
Paramedic Sergeant – 26
Paramedic Corporal – 24
Paramedic First Class – 23
Paramedic – 22
Emergency Medical Technician – 15
Emergency Medical Services Operations Support Specialist – 21
Paramedic Senior Corporal – 25
Paramedic Senior Sergeant – 27

2.
Assistant Platoon Leader – Police – 25
Assistant Platoon Leader – Fire/Medical – 25
*Police Communications Specialist - 20
*Fire/Medical Communications Specialist – 20
Emergency Call Operator Coordinator – 17
Emergency Service Team Leader – 26
Emergency Call Operator – 16
Public Safety Operator I – 18
Public Safety Operator II – 19
Public Safety Operator III – CTO – 20
Quality Assurance Coordinator – 28
Telecommunications Training Officer Coordinator – 28
Telecommunicator I – Police – 21
Telecommunicator I – Fire/Medical – 21
Telecommunicator II – Police – 22
Telecommunicator II – Fire/Medical – 22
Telecommunicator III – Police CTO – 23
Telecommunicator III – Fire/Medical CTO – 23
Telecommunicator IV – Police & Fire/EMS Communications – 24
Senior Public Safety Operator II – 20
Senior Telecommunicator II-Fire/Medical – 23
Senior Telecommunicator II-Police – 23
Emergency Communications Info & Tech Coordinator – 28
Senior Assistant Platoon Leader- Fire/Medical-26
Senior Assistant Platoon Leader-Police-26

***Layoffs and reductions in force for employees in these positions will be governed by seniority.**

Pay Plan and Rates of Pay for Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (Non-EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	16.923 35,687	17.768 37,470	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	
Emergency Call Operator	16	17.768 37,470	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	
Emergency Call Operator Coordinator	17	18.657 39,343	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	
Public Safety Operator I	18	19.590 41,310	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	18.657 39,343
Public Safety Operator II	19	20.569 43,376	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	21.598 45,545	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	22.678 47,823	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	23.812 50,214	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	22.678 47,823
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	25.002 52,724	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	
Telecommunicator IV - Police & Fire/EMS Communications	24	26.253 55,361	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	27.566 58,132	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	42.765 90,183	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	28.945 61,038	30.392 64,090	31.911 67,295	33.507 70,660	35.183 74,193	36.942 77,903	38.789 81,799	40.729 85,890	42.765 90,183	44.903 94,692	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	31.911 67,295	33.507 70,660	35.182 74,193	36.942 77,903	38.789 81,798	40.729 85,889	42.765 90,183	44.904 94,693	47.149 99,427	49.506 104,398	

Effective: 07/01/2023 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	17.346 36,579	18.213 38,407	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	
Emergency Call Operator	16	18.213 38,407	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	
Emergency Call Operator Coordinator	17	19.123 40,327	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	
Public Safety Operator I	18	20.079 42,343	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	19.123 40,327
Public Safety Operator II	19	21.083 44,460	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	22.138 46,684	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	23.245 49,018	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	24.407 51,470	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	23.245 49,018
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	25.627 54,042	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	
Telecommunicator IV - Police & Fire/EMS Communications	24	26.909 56,745	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	28.255 59,585	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	43.834 92,438	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	29.668 62,564	31.152 65,693	32.709 68,977	34.345 72,427	36.062 76,048	37.866 79,851	39.759 83,844	41.747 88,037	43.834 92,438	46.026 97,059	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	32.709 68,977	34.345 72,426	36.062 76,047	37.865 79,851	39.758 83,843	41.747 88,036	43.834 92,438	46.026 97,061	48.327 101,913	50.743 107,008	

Effective: 07/01/2024 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	17.779 37,493	18.668 39,367	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	
Emergency Call Operator	16	18.668 39,367	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	
Emergency Call Operator Coordinator	17	19.601 41,335	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	
Public Safety Operator I	18	20.581 43,402	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	19.601 41,335
Public Safety Operator II	19	21.610 45,572	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	22.691 47,851	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	23.826 50,244	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	25.017 52,756	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	23.826 50,244
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	26.268 55,393	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	
Telecommunicator IV - Police & Fire/EMS Communications	24	27.582 58,164	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	28.962 61,075	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	44.930 94,749	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	30.410 64,128	31.931 67,335	33.527 70,702	35.204 74,238	36.964 77,949	38.812 81,847	40.753 85,940	42.791 90,238	44.930 94,749	47.176 99,486	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	33.527 70,702	35.203 74,237	36.963 77,949	38.812 81,847	40.752 85,939	42.791 90,237	44.930 94,749	47.177 99,487	49.535 104,460	52.012 109,683	

Effective: 07/01/2025 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

Pay Plan and Rates of Pay for Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (Non-EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
Emergency Medical Technician	15	18.224 38,430	19.135 40,351	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	
Emergency Call Operator	16	19.135 40,351	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	
Emergency Call Operator Coordinator	17	20.091 42,368	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	
Public Safety Operator I	18	21.096 44,487	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	20.091 42,368
Public Safety Operator II	19	22.151 46,711	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	
Public Safety Operator III - CTO Fire/Medical Communications Specialist Police Communications Specialist Senior Public Safety Operator II	20	23.258 49,047	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	
Telecommunicator I - Police Telecommunicator I - Fire/Medical	21	24.421 51,500	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	
Telecommunicator II - Police Telecommunicator II - Fire/Medical	22	25.643 54,075	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	24.421 51,500
Senior Telecommunicator II - Police Senior Telecommunicator II - Fire/Medical Telecommunicator III - Police - CTO Telecommunicator III - Fire/Medical - CTO	23	26.924 56,778	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	
Telecommunicator IV - Police & Fire/EMS Communications	24	28.271 59,618	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	
Assistant Platoon Leader - Police Assistant Platoon Leader - Fire/Medical	25	29.686 62,601	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	46.053 97,117	
Emergency Services Team Leader Senior Assistant Platoon Leader - Police Senior Assistant Platoon Leader - Fire/Medical	26	31.170 65,732	32.729 69,018	34.365 72,469	36.084 76,094	37.888 79,898	39.783 83,894	41.772 88,089	43.861 92,494	46.053 97,117	48.356 101,973	
Emergency Communications Info & Tech Coordinator Quality Assurance Coordinator Telecommunications Training Officer Coordinator	28	34.365 72,469	36.083 76,093	37.888 79,897	39.782 83,893	41.771 88,087	43.860 92,493	46.054 97,118	48.357 101,974	50.774 107,072	53.312 112,425	

Effective: 07/01/2026 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
**Denotes training rate*

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	43,476	45,650	47,932	50,329	52,847	55,490	58,264	61,177	64,237	67,448	
Paramedic	22	25.219 53,183	26.480 55,842	27.804 58,634	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	24.019 50,650
Paramedic First Class	23	26.480 55,842	27.804 58,634	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	
Paramedic Corporal	24	27.804 58,634	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	
Paramedic Senior Corporal	25	29.195 61,566	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	
Paramedic Sergeant	26	30.654 64,644	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	
Paramedic Senior Sergeant	27	32.187 67,876	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	49.933 105,298	
Emergency Medical Services Lieutenant	28	33.796 71,270	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	49.933 105,298	52.429 110,563	
Emergency Medical Services Senior Lieutenant	29	35.486 74,834	37.261 78,575	39.124 82,504	41.080 86,629	43.134 90,961	45.291 95,509	47.555 100,284	49.933 105,298	52.429 110,563	55.051 116,091	

Effective: 07/01/2023 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	44,562	46,791	49,130	51,587	54,168	56,877	59,720	62,707	65,843	69,134	
Paramedic	22	25.850 54,512	27.142 57,238	28.500 60,100	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	24.619 51,917
Paramedic First Class	23	27.142 57,238	28.500 60,100	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	
Paramedic Corporal	24	28.500 60,100	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	
Paramedic Senior Corporal	25	29.925 63,105	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	
Paramedic Sergeant	26	31.421 66,260	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	
Paramedic Senior Sergeant	27	32.992 69,573	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	51.181 107,931	
Emergency Medical Services Lieutenant	28	34.641 73,052	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	51.181 107,931	53.740 113,327	
Emergency Medical Services Senior Lieutenant	29	36.373 76,704	38.192 80,540	40.102 84,567	42.107 88,795	44.212 93,235	46.423 97,896	48.744 102,791	51.181 107,931	53.740 113,327	56.427 118,994	

Effective: 07/01/2024 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	45,677	47,961	50,358	52,877	55,522	58,299	61,213	64,274	67,489	70,862	
Paramedic	22	26.496 55,875	27.821 58,669	29.212 61,602	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	25.234 53,214
Paramedic First Class	23	27.821 58,669	29.212 61,602	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	
Paramedic Corporal	24	29.212 61,602	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	
Paramedic Senior Corporal	25	30.673 64,682	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	
Paramedic Sergeant	26	32.206 67,917	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	
Paramedic Senior Sergeant	27	33.817 71,312	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	52.461 110,629	
Emergency Medical Services Lieutenant	28	35.507 74,878	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	52.461 110,629	55.084 116,160	
Emergency Medical Services Senior Lieutenant	29	37.283 78,622	39.147 82,553	41.104 86,681	43.160 91,015	45.317 95,565	47.583 100,344	49.963 105,361	52.461 110,629	55.084 116,160	57.838 121,968	

Effective: 07/01/2025 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Pay Plan and Rates of Pay for
Classified Service Emergency Services Personnel
Represented by the Delaware Public Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3911 (EMS Classifications)

CLASSIFICATION	Pay Grade	1	2	3	4	5	6	7	8	9	10	11*
EMS Operations Support Specialist	21	46,818	49,160	51,617	54,198	56,910	59,756	62,744	65,881	69,176	72,634	
Paramedic	22	27.159 57,272	28.517 60,136	29.942 63,142	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	25.865 54,545
Paramedic First Class	23	28.517 60,136	29.942 63,142	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	
Paramedic Corporal	24	29.942 63,142	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	
Paramedic Senior Corporal	25	31.439 66,300	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	
Paramedic Sergeant	26	33.011 69,615	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	
Paramedic Senior Sergeant	27	34.662 73,095	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	53.772 113,395	
Emergency Medical Services Lieutenant	28	36.395 76,750	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	53.772 113,395	56.461 119,064	
Emergency Medical Services Senior Lieutenant	29	38.215 80,588	40.126 84,617	42.132 88,848	44.238 93,290	46.450 97,955	48.773 102,852	51.212 107,995	53.772 113,395	56.461 119,064	59.284 125,018	

Effective: 07/01/2026 (Ordinance 23-062)

Notes: The hourly rates listed are the rates assigned to the 2-2-4 shift. Per Resolution 05-246 (effective 4/1/2007), hourly rate shall be calcuated on 2108.8 hours.
*Denotes training rate

Introduced by: Ms. Hartley-Nagle
Date of introduction: August 29, 2023

RESOLUTION NO. 23-157

AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2270, REPRESENTING NEW CASTLE COUNTY SCHOOL CROSSING GUARDS

WHEREAS, the County Executive has successfully negotiated a ratified collective bargaining agreement with the International Brotherhood of Electrical Workers, Local 2270, representing New Castle County School Crossing Guards.

NOW, THEREFORE, BE IT RESOLVED by and for County Council of New Castle County that County Council hereby authorizes the County Executive to sign the collective bargaining agreement with the International Brotherhood of Electrical Workers, Local 2270, representing New Castle County School Crossing Guards, as set forth in Exhibit "A" hereto.

Adopted by County Council of
New Castle County on:

_____
President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to sign the International Brotherhood of Electrical Workers, Local 2270 collective bargaining agreement. This is a four-year agreement retroactive to January 1, 2023 which defines the wages and other terms of employment for the bargaining unit.

Currently all members of the bargaining unit are at step 4 through 10. The bargaining agreement resets all employees currently at step 4 through 10 to steps 1 through 7 respectively and recalculates steps 8 through 10. The contract further provides for a 2.5% wage increase for the period January 1, 2023 through December 31, 2023; 2.5% wage increase in the second year effective January 1, 2024; a 2.5% wage increase in the third year effective January 1, 2025 and a 2.5% increase in the fourth year effective January 1, 2026. Additionally, members of the bargaining unit who did not receive a hiring bonus shall receive a one-time $500 retention incentive payment.

FISCAL NOTE: This resolution would approve a four-year contract for the School Crossing Guards represented by the International Brotherhood of Electrical Workers, Local 2270. Below are the fiscal impacts (Salaries/Wages and Employee Benefits) of the Collective Bargaining agreement for the period of January 1, 2023 through December 31, 2026:

FY2023	$150,436
FY2024	$247,020
FY2025	$426,771
FY2026	$579,997
FY2027	$640,045

§§§§§§§§§§§§§§§§§§§§

2023 – 2026

AGREEMENT

between

New Castle County

and

LOCAL 2270

International Brotherhood of Electrical Workers
Representing New Castle County School
Crossing Guards

A.F.L.-C.I.O.

§§§§§§§§§§§§§§§§§§§§

FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023

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FINAL AGREEMENT – RATIFIED BY IBEW L 2270 ON 5/30/2023

AGREEMENT

This agreement was entered into effective upon ratification between the Government of New Castle County, Delaware, hereinafter referred to as the County, and Local 2270, International Brotherhood of Electrical Workers (AFL-CIO), hereinafter referred to as Local 2270. The Local to this Agreement and the bargaining unit represented by the Union is part-time Crossing Guards.

For New Castle County:

_____

Honorable Matthew S. Meyer, County Executive Date

County Negotiating Team:
Maya M. Matthews, Chief Negotiator
Michael R. Smith, Chief Financial Officer
Victoria Ford, Officer of Finance and Budget
Dr. Jacqueline D. Jenkins, Chief Human Resource Officer
Laura T. Hay, Esquire
Domenick Gregory, School Cross Guard Supervisor
Colleen Gilliland, Schol Cross Guard Supervisor
Jill Nagle, Confidential Assistant

For IBEW Local 2270:

_____

Frank Gentry, President, Local 2270, IBEW Date

Union Negotiating Team:
Dominick G. Macchia, Chief Negotiator
Carolynn Berner
Josephine Baron

PURPOSE

1.0 It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the County and the bargaining unit covered hereby, to ensure true collective bargaining under state law, to establish wages, hours, working conditions and other terms of employment consistent with the goals and purposes of the Merit System as established by the County ordinance and regulation.

The County and the Union jointly pledge their cooperation to work together in the public interest to secure continued improvement in the services offered to the citizens of New Castle County.

ARTICLE 1
UNION RECOGNITION, UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

1.1 Union Recognition

(a) The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed by the County as crossing guards for the purpose of collective bargaining with respect to wages, rates-of-pay, hours of employment, and other conditions of employment.

(b) The term "employees" as used in this Agreement shall include all County employees employed as crossing guards and stated in the specifically numbered certification of the Public Employment Relations Board made on June 18, 2002.

1.2 Union Security

(a) The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union or who voluntarily tenders a service fee as may be established by the Union. The County shall require and the Union shall provide signed proof of each employee's voluntary membership or service fee paying status.

1.3 Deduction of Union Dues or Service Fees

(a) The County agrees to deduct the periodic voluntary Union membership dues or voluntary service fees established by the Union in accordance with the Constitution and By-Laws of the Union, from the pay of employees who certify in writing, including their personal signature or a qualified substitute method of personal verification, that

they authorize such deductions and who execute the "Authorization for Check-Off of Dues or Service Fee" form. Voluntary Union dues and voluntary service fees will be deducted after the County receives a fully executed and signed authorization form and signed proof of voluntary membership status or voluntary service fee payer status.

(b) Employees who certify that they authorize the deduction of voluntary membership dues or a voluntary service fee, and execute and sign the authorization form, assign to the Union from any wages earned or to be earned from the County as an employee, until such authorization may be revoked by the employee, the regular periodic dues or service fees.

(c) Dues or service fee deductions shall be remitted to the designated financial officer of the Local Union not later than the fifteenth (15th) day in the month.

(d) The terms "dues" and "service fee" shall not be deemed to include any fine, assessment, contribution, or other form of payment required from members of IBEW Local 2270, AFL-CIO.

(e) In the event the Union changes the amount or the frequency of Union dues or service fees to be deducted from the paychecks of its members, it shall notify the Chief Human Resources Officer in writing at least twenty-five (25) working days prior to the effective date of such change.

(f) The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the employer for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues or service fees and the Union shall reimburse the County for any legal fees or expenses incurred in defending such action.

(g) Dues not withheld from an employee due to an error shall be deducted from the employee's pay during the next pay period.

ARTICLE 2
UNION AND COUNTY REPRESENTATION

2.1 The County agrees to recognize Union-designated, at-large stewards. At-large stewards are recognized by the County to be acting for all employees in Local 2270. There shall not be more than five (5) such at-large stewards.

2.2 In the case of extended unavailability of a steward, the Union may appoint an alternate and shall give written notice of such appointment to the supervisor.

2.3 The Union agrees to recognize the Chief Human Resources Officer or designee as the duly authorized person responsible for all aspects of administration of this Agreement. Wherever an elected or appointed County official is referred to in this Agreement, it shall be deemed to include that official or designee.

(a) County employees, whose attendance during working hours is required at grievance proceedings, shall attend without loss of regular straight time pay. Requests by the Union for employees to attend the various steps of the grievance process shall be cleared with the Chief Human Resources Officer and the departmental general manager or senior manager involved. Any County employee attending various steps in the grievance process outside of regular scheduled working hours shall not be eligible for pay for attendance at such meeting.

(b) In connection with the negotiation of collective bargaining agreements between the County and members of the bargaining unit, up to two (2) bargaining unit employees may attend negotiation sessions scheduled during regular working hours without loss of regular straight time pay. Any County employee attending negotiation sessions outside of regular scheduled working hours shall not be eligible to be paid by the County for attendance at such meeting.

(c) Members of the bargaining unit, whose attendance at meetings held during regular scheduled working hours is requested by the County Executive or the Chief Human Resources Officer, shall attend such meetings without loss of regular straight time pay. Bargaining unit employees attending such meetings outside of regular scheduled working hours shall not be eligible to be paid by the County for attendance at such meetings.

ARTICLE 3
STANDARD OF RESPONSIBILITY AND CONFIDENTIALITY

3.0 Contract Administration

Information concerning the conduct of County business covered by this Agreement and other data, information, and methods of operation that are received by the employee during the course of employment are and shall be treated as confidential and are for the sole and exclusive use of the County. The employee agrees not to copy such material or divulge such material directly or indirectly to any other person at any time, except as may be necessary or desirable to persons authorized by the County.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 A grievance is a dispute which may arise between the parties concerning the application or interpretation of the provisions of this Agreement. Although either party may file a grievance alleging violation of the terms and conditions of this Agreement, any matter relating to employees during their probationary period shall not be the subject of a grievance.

4.2 It shall be the firm policy of the County and the Union to assure every employee in the bargaining unit an unobstructed use of the grievance procedure without fear of reprisal and without prejudice in any manner concerning job status.

4.3 The time limits as set forth herein may be extended by mutual written agreement of the parties.

4.4 If a grievance is not properly initiated or appealed within the time limits set forth, the grievance shall be considered waived.

4.5 If the County does not provide a decision to a grievance within the time limits set forth herein, the grievance may be appealed as if it had been denied.

4.6 The grievance must be brought to the immediate supervisor's attention no later than fourteen (14) calendar days after an event or fourteen (14) calendar days after an employee becomes aware of an event or should have been aware of an event which is the immediate cause of the grievance.

STEP ONE: IMMEDIATE SUPERVISOR

4.7 In an attempt to resolve the grievances at the lowest possible level, the employee shall (within the appropriate time limit of Section 4.06 first informally discuss the matter with the immediate supervisor.

(a) If the matter is unresolved the employee shall reduce the grievance to writing as described in Section 4.09 and submit the written grievance to the immediate supervisor within seven (7) calendar days of the informal meeting.

(b) The immediate supervisor shall schedule a meeting with the employee, the appropriate Union steward, and such other persons as are necessary.

4.8 Either the Union through its president or the County through the Chief Human Resources Officer may reject any settlement of a grievance that takes place at Step One by notifying the other party of the intention to appeal the

grievance to Step Two. Such written notification must be given within fourteen (14) calendar days of the date when the settlement was reached.

4.9 All written grievances (from Section 4.07(a) on) shall be filed on forms provided by the Office of Human Resources and shall contain the following information:

(a) What part of the Agreement has been violated.

(b) When the grievance occurred.

(c) The specific remedy sought.

(d) The name or names of the employee(s) filing the grievance.

STEP TWO: DEPARTMENT GENERAL MANAGER/CHIEF H.R. OFFICER

4.10 If the response is not satisfactory under Section 4.07, then within ten (10) calendar days after the meeting with the immediate supervisor in Section 4.07(b) the grievance shall be presented in writing to the general manager and a copy sent to the Chief Human Resources Officer ("CHRO").

4.11 The department general manager and the CHRO, or their designee, and such other persons as the department general manager deems appropriate shall meet within ten (10) calendar days with the grievant and the appropriate Union steward.

(a) The department general manager shall render a decision in writing within five (5) calendar days after the grievance meeting in Section 4.11.

STEP THREE: ARBITRATION

4.12 If the Step Two decision is unacceptable, the grievance may be appealed to arbitration unless prohibited under Section 4.13.

4.13 Grievances which allege violation of rights protected under equal employment opportunity laws or which allege violation of state or federally protected constitutional rights shall not be appealed to arbitration.

4.14 To be properly appealed, notice of appeal of a grievance to arbitration must:

(a) Be filed with the non-appealing party within twenty (20) calendar days after the final decision has been given in writing under Step Two; and

(b) The appealing party shall notify the Philadelphia Office of the American Arbitration Association (AAA) of the existence of the grievance and the need for the first list of arbitrators' names within twenty (20) calendar days after notice in Section 4.14(a) is received.

4.15 In the event the parties cannot agree on a selection within ten (10) calendar days after the list of names has been received by both parties from the AAA, the arbitrator shall be selected under Voluntary Labor Arbitration rules of the AAA.

4.16 The grievant, the steward, the President of the Union and such other employees deemed essential or appropriate at the arbitration hearing shall attend without loss of regular, straight time pay, should the hearing occur during working time. However, compensation shall not exceed five (5) hours of straight time pay (if the employee was scheduled to work those hours) for attendance at the arbitration hearing.

4.17 The arbitrator, at the request of either party, may ask the grievant whether the grievant is aware that the arbitrator's decision is final and binding.

4.18 Arbitrator's Powers

(a) The arbitration award shall be final and binding and shall be in writing setting forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of the Agreement. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement. The arbitrator shall not have power to establish or change any salary or job content of any classification or to modify any salary schedule.

(b) In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow accruals prior to the date when such grievance shall have been presented to the County in writing except in a case whereby the employee or the Union could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

(c) The fee for the arbitrator's services and expenses, the administration fee of the AAA, and costs of the proceeding shall be borne equally by the County and the Union. If either party desires a verbatim record to be made, it shall pay for the record and supply the arbitrator with a copy. Should the other party desire a copy, it can be obtained at cost.

4.19 Special Rights of the Parties

(a) The Union has a right to initiate a system-wide grievance at Step Two without necessarily representing any single grievant if the grievance involves a matter of general application to members of the bargaining unit. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Union representatives and shall not thereafter again raise the issue individually. This is the only exception to the requirement that a grievant sign the written grievance in Section 4.07. However, the group of employees whose rights are being determined by the system-wide grievance must be identified with specificity on the grievance form.

(b) The County shall have the right to submit directly to arbitration those issues which may prevent or halt what is alleged to be a violation or breach of this Agreement by the Union. The County shall first inform the President of the Union in writing before the County requests arbitration.

4.20 The Union agrees that when a grievance requires either multiple witnesses or grievants the Union will make every effort to arrange for the scheduling of such people in such a manner as to avoid cumulative testimony and to minimize disruption and expense to the County.

ARTICLE 5
NON-DISCRIMINATION

5.1 The County shall not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of membership in or non-membership in, or legitimate activity as required in this Agreement on behalf of members of this bargaining unit. The County shall not discourage or encourage membership in the Union or encourage or discourage membership in any other Union or entity organized for the purpose of representing employees in collective bargaining.

5.2 The Union agrees to represent all employees in the bargaining unit in a full and faithful manner regardless of membership in the Union. Employees shall be admitted to Union membership and fully and faithfully represented without discrimination on the basis of race, religion, color, national origin, marital status, age, gender, political affiliation, disability, sexual orientation, pregnancy, or genetic information and/or source of funding in accordance with applicable state and federal laws, as long as they tender to the Union the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

5.3 The Union agrees to cooperate fully with the County in complying with federal and state laws to assure equal employment opportunity.

5.4 The Union recognizes its responsibility not to interfere, restrain, or coerce any employee of the County from joining or not joining the Union or in performing County assigned duties.

ARTICLE 6
MANAGEMENT OF THE COUNTY AND PRESERVATION OF THE MERIT SYSTEM

6.1 The Union recognizes that areas of responsibility must be reserved to the County Executive, County Council, and general managers if the County government is to function efficiently. In recognition of this principle, it is agreed that the following responsibilities of management are non-delegable obligations of the elected and appointed officials and are, therefore, totally outside the purview of this Agreement and the grievance procedure contained in Article 4.

(a) The determination of the type and level of governmental services to be provided to the citizens of New Castle County.

(b) The determination of the County's financial, budgetary, accounting, and organizational policies, procedures, rules, and regulations; and the right to direct all operations of the County to provide efficient delivery of services to the public.

(c) The right to establish, discontinue, modify, or change, as well as to continuously monitor, any and all personnel policies, rules, regulations, practices, procedures, and programs which may be instituted by the County to retain, foster, and promote the principles of merit and fitness in recruitment, employment, and promotion as set forth in the merit ordinances.

(d) The determination of the duties to be included in job classifications; the administration of the "Pay Plan"; the sole right to make personnel appointments through job-related selection techniques; the determination of the number of people to be employed or retained in employment; the necessity for shift operation and rotation of the work week; overtime and the amount of overtime required; the maintenance of discipline; and responsibility for performance evaluation.

(e) Any matter involving the management of the County and not covered by this Agreement is in the province of the County.

(f) The language of this Collective Bargaining Agreement shall prevail over any law, statute, ordinance, rule, or regulation of New Castle County unless such law, statute, ordinance, rule, or regulation has been passed pursuant to a legally required exercise of non-delegable authority.

ARTICLE 7
SENIORITY

7.1 The parties agree that they share a mutual concern for the efficient operation of all departments of New Castle County. Therefore, the County agrees to seniority by occupational classification and occupational groupings with respect to transfer to a permanent assignment, lay-offs, and recall. Seniority shall be determined as being "County-Wide Seniority" within the bargaining unit.

7.2 Acquiring Seniority:

(a) Seniority standing shall be granted to all employees. This standing is to be determined on the basis of actual length of continuous service as crossing guards from the latest date of permanent employment with the County.

(b) Employees shall be regarded as temporary employees until their names have been placed on the seniority list of the County.

(c) In the event of a tie in seniority, the employee with the highest last three (3) digits of his/her social security number shall be considered the senior employee. If a tie exists when these last three (3) digits have been reviewed, the employee with the highest last four (4) digits in his/her social security number shall be considered the senior employee.

7.3 Probationary Employment Period:

All newly appointed hourly rated employees shall be subject to a probationary employment period of six (6) months. Employment during the months of June, July, and August shall not count toward the six (6) month probationary period.

7.4 During the probationary employment period such employees may be discharged or disciplined by the County without the same causing a breach of this Agreement or constituting a grievance.

7.5 Employees may be required to work during summer school sessions. In such cases, the County will solicit volunteers. Should there be an insufficient number of volunteers, the junior employees in the affected school districts shall be required to work.

ARTICLE 8
LEAVES OF ABSENCE

8.1 Leaves of absence may be granted to members of the bargaining unit covered by this Agreement as follows:

8.2 Civil Leave

An employee shall be given leave when subpoenaed to appear in connection with County business before a court or public body or commission, and the employee shall not lose any straight time pay for work time lost in connection with such subpoena.

8.3 Jury Duty

A leave of absence shall be granted to a member of the bargaining unit who has been subpoenaed to serve on jury duty. Requests for such leave shall be submitted through the immediate supervisor to the CHRO in advance, along with a copy of the subpoena to document the duration of the jury duty. An employee who is granted such leave for jury duty shall be entitled to regular salary for hours of absence and shall not be required to remit jury fees received to the County. The employee is to return to work on a daily basis if time permits.

8.4 Leave Without Pay

A department general manager, with the approval of the County Executive, may grant an employee a leave of absence without pay for a period not to exceed two (2) years. Failure of any employee to return to duty upon the expiration of this leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interests of the County as an employer beyond any benefits to be realized.

8.5 Absence Without Leave

An absence of any employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action up to and including discharge. Any employee who is absent for three (3) consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant. Said decision shall be at the County's discretion.

8.6 Union Employment

Any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for a period not to exceed two (2) years, which may be extended by agreement of the parties. Such leaves shall not be granted in excess of (1) employee for this bargaining unit.

8.7 Union Convention

Leaves of absence without pay to attend and serve as delegate to conventions of the Union and organization and training conferences relating to the Union shall be granted to the extent operational necessity permits. Such leaves may be granted to not more than two (2) employees in this bargaining unit in a calendar year, with the extent of leave limited to an accumulation of two (2) work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling, labor-management relations, personnel administration, and other appropriate union business. The Union shall provide thirty (30) calendar days advance written notice of intention to attend and names of employees. Such notice to be provided to the supervisors, who will forward a copy indicating approval to the CHRO.

Seniority shall accumulate during all authorized leaves of absence.

ARTICLE 9
MILITARY LEAVE

9.1 "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Office of Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard, and the Air Force Reserve.

9.2 Employees who leave their service with the County to join the Armed Forces, or who are ordered duty with the Armed Forces, shall be granted leave from their position and the right to return to that position in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

9.3 National Guard or Reserve

(a) Any employee who is a member of the National Guard, or an organized, military reserve of the United States, will be entitled to a leave of absence, without pay, not to exceed a total of ten (10) working days in any one (1) calendar year, or a longer period as may be required by the employee's orders and USERRA.

(b) Any permanent employee who is a member of the National Guard, or an organized military reserve of the United States and who is ordered to perform emergency duty under the supervision of the United States Government or any state, shall be granted a leave of absence without pay during the period of such activity.

9.4 In order to insure uniformity, requests for deferment of employees from service in the Armed Forces shall be made only by the County Executive.

ARTICLE 10
PERSONAL LEAVE

10.1 Upon completion of the probationary period, employees in the bargaining unit shall accumulate twenty-four (24) hours personal leave each January to be used for personal leave or illness. An employee may carry over eight (8) hours of leave each calendar year.

10.2 An employee who wishes to use personal leave shall submit a request in accordance with the Department's policy at least forty-eight (48) hours in advance of the date of the requested leave. Management shall approve such requests as operational needs allow. Employees with personal leave will be paid for their first twenty-four (24) hours of absence. Employees may elect to receive payment for regular scheduled work hours which the employee does not work on account of school closings due to holidays or in-service days. In no event shall an employee be entitled to receive premium pay for personal leave taken on a holiday, or be permitted to utilize personal leave if use of such leave would cause the employee to be paid for more than twenty-five (25) hours in a given work week. Any unused personal time shall be paid to the employee at the end of the calendar year. Employees who leave employment before June 30 in a calendar year shall not be paid for unused personal leave.

10.3 Upon completion of the probationary period, employees in the bargaining unit who complete a full school year with perfect attendance, defined as no absences from work other than absences for leave permitted under Articles 10 and 11 hereof, shall be granted one (1) day leave with pay to be used during the following school year.

ARTICLE 11
BEREAVEMENT LEAVE

11.0 Upon completion of the probationary period, employees in the bargaining unit shall be granted four (4) days paid bereavement leave in the event of the death of a spouse; two (2) days paid leave in the event of the death of a member of the immediate family, defined for purposes of this Article 11 as parent, mother-in-law, father-in-law, sister, brother, son, daughter, or grandchild; and one (1) days paid bereavement leave in the event of the death of a brother-in-law or sister-in-law. A leave in such instance shall commence on the day of the death of the immediate family member and cease no later than the first work day following the day of the funeral.

ARTICLE 12
HOURS OF WORK AND RATES OF PAY

12.1 The payroll period for all hourly employees shall begin at 12:01 a.m., Monday and end the following Monday at 12:01 a.m. The employee's regular

work week shall normally consist of not more than twenty-five (25) hours, Monday through Friday inclusive.

12.2 Employees shall receive payment for hours for which they are scheduled to work on any day on which an emergency school closing occurs due to weather conditions or other unforeseen circumstances.

ARTICLE 13
SAFETY AND HEALTH

13.1 The Union agrees that it will insist that its members work safely and cooperate to the fullest extent with the County in order to eliminate hazardous conditions within its operation.

13.2 The County agrees that it will maintain adequate safety and health standards and will cooperate with the Union and with all the County's employees in order that all employees are protected from a safety and health standpoint at all times.

13.3 The County agrees to provide non-prescription safety glasses to all bargaining unit employees who request such item.

13.4 It is in the spirit of safety and cooperation that the Union agrees to random drug and alcohol testing for employees within the bargaining unit. The Union agrees that the employees covered by the agreement will be included in the County's random drug and alcohol testing procedures contained in the County's drug testing policy.

13.5 Employees shall be subject to a biennial physical exam to be conducted by the County's occupational health care provider at the County's expense. Employees shall be compensated at their hourly rate for the time spent attending the physical exam.

ARTICLE 14
INSURANCE AND BENEFITS

14.1 Life Insurance

Effective January 1, 2004, the County agrees to assume the full cost of life insurance with a death benefit of Ten Thousand Dollars ($10,000). Additionally, the County will provide accidental death and dismemberment benefits for each employee. The County further agrees to administer (through payroll deduction) the voluntary purchase of additional term life insurance coverage at full cost to the employee at the County's group rate price.

14.2 The County shall assume the full cost of providing Two Thousand Five Hundred Dollars ($2,500.00) of life insurance with accidental death and

dismemberment benefits for any employee who retires from County service on or after July 1, 2016 and/or has completed at least ten (10) years of service.

14.3 Mandated Insurance

Should the employer be obligated by law to contribute to a government operated or mandated insurance program, national or otherwise, which duplicates the benefits provided by the employer under any insurance policy currently in effect as a result of this Agreement, it is the intent of the parties that the employer not be obligated to provide double coverage. To escape such double coverage, the employer shall be permitted to cancel benefits of policies which duplicate in whole or in part the provisions of the compulsory governmental sponsored insurance programs.

14.4 Flexible Spending Accounts

The County shall maintain employee spending accounts as permitted by Internal Revenue Code, Section 125.

14.5 Pension Plan

New Castle County and the Union agree that eligible employees covered by the Agreement shall continue to be covered under the School Crossing Guards Pension Plan maintained for the employees by New Castle County and that the terms of the Plan shall govern the employees' Pension Rights and Obligations.

The employees covered by the Plan shall contribute Ten Dollars ($10.00) per pay period into the Plan.

The County agrees that the County will continue to contribute an annual amount that is necessary to fund the Plan obligations. Said amounts shall continue to be determined by the Fund Actuary. The County shall advise the Union annually of the amount of the County contribution.

The County shall make annual contributions to maintain the current pension program for each eligible employee. Each employee shall contribute Ten Dollars ($10.00) per pay period.

The County agrees to work with the pension board and County Council to pursue opening a window of opportunity to permit eligible employees to “buy-in” to the School Crossing Guards Pension Plan, on the terms offered to eligible employees at the time the School Crossing Guards Pension Plan was established.

The County agrees to provide health insurance coverage to employees in the event health insurance benefits are provided to any other part-time County employees.

14.6 Deferred Compensation

Members of the bargaining unit who have completed the probationary period shall be eligible to participate in the County's deferred compensation plan, subject to applicable rules and regulations issued by the Internal Revenue Service and the carrier administering this plan.

ARTICLE 15
VISITATION

15.1 The County shall permit designated staff members of Local 2270, not to exceed two (2) per visit, to visit a department to investigate matters pertaining to the enforcement and administration of this Agreement.

15.2 Such representatives shall notify the School Crossing Guard Supervisor or designated Manager in advance of the visit.

15.3 Any visitation from Local 2270 representatives or other Union officials shall not interfere with the performance of the employee's job duties.

ARTICLE 16
BULLETIN BOARDS

16.1 The County agrees to provide and maintain in the crossing guard building a bulletin board where notices of official Union matters may be posted by the Union.

16.2 The County agrees to display photographs or memorabilia of the Crossing Guards in the Public Safety Building. Items for display shall be provided by the Union and shall become County property. Management retains the sole right to determine what is displayed.

ARTICLE 17
UNEMPLOYMENT COMPENSATION COVERAGE

17.1 The County shall continue to place the employees covered by this agreement under Senate Substitute No. 1 for Senate Bill No. 13 (an Act to Amend title 19, Delaware Code, relating to Unemployment Compensation by Providing for a Method of Election of Coverage and Reimbursement for Benefits Paid by Agencies and Political Subdivisions of the State of Delaware). Approved by the Governor, July 7, 1964.

ARTICLE 18
UNIFORMS

18.1 The County shall continue to provide uniforms and safety vests to employees.

18.2 Replacement of unserviceable uniforms must be approved by the department general manager after the employee has presented the worn article for inspection.

18.3 An employee shall not wear the County uniform except while performing work covered by this agreement.

18.4 Upon termination of employment, all uniforms must be returned to the department.

ARTICLE 19
DURATION OF THE CONTRACT

19.0 This Agreement shall become effective on January 1, 2023 and shall remain in full force and effect until 11:59 p.m. December 31, 2026. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by certified mail on or before October 31, 2026, or any subsequent year.

ARTICLE 20
ALTERATION OF AGREEMENT

20.1 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the County and in no case shall it be binding upon the parties hereto, unless this Agreement is made and executed in writing between the parties and same has been ratified by the Union.

20.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

20.3 It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 21
SALARIES

21.0 Pay Plan and Rates of Pay for Union, Unclassified Service, School Crossing Guards.

Effective July 1, 2023, the pay plan effective January 1, 2023, shall be revised as follows: Steps 1 through 3 shall be eliminated and the existing Steps 4

through 7 shall replace them. A new recalculated Steps 8, 9 and 10 shall be added and the pay plan shall be renumbered such that Step 4 shall be designated as Step 1, Step 5 shall be designated as Step 2, Step 6 shall be designated as Step 3 and so on with the result that, employees shall go down three (3) step(s). There shall be no change in the number of Steps in the pay plan which shall remain at 10.

Effective January 1, 2023, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Effective January 1, 2024, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Effective January 1, 2025, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Effective January 1, 2026, hourly wages for all employees in the bargaining unit shall include a 2.5% general wage increase as set forth in the wage chart below.

Step	1	2	3	4	5	6	7	8	9	10
2023	$15.43	$16.20	$17.01	$17.86	$18.75	$19.69	$20.67	$21.71	$22.79	$23.93
2024	$15.81	$16.60	$17.43	$18.30	$19.22	$20.18	$21.19	$22.25	$23.36	$24.53
2025	$16.21	$17.02	$17.87	$18.76	$19.70	$20.68	$21.72	$22.80	$23.94	$25.14
2026	$16.61	$17.44	$18.31	$19.23	$20.19	$21.20	$22.26	$23.37	$24.54	$25.77

Retention Incentive – All employees on payroll and members of Local 2270 IBEW (excluding employees who otherwise have qualified for a signing bonus upon hire) upon the date of ratification of this contract shall receive a one-time retention incentive payment of $500. This incentive shall not be renewed. The County shall issue the one-time payment between September 1, 2023, and September 30, 2023.

On the anniversary date of employment, an employee shall move to the next available step provided the employee has received a satisfactory evaluation.

ARTICLE 22
NO STRIKE

22.1 Both the Union and the County recognize the importance of services rendered by the employees covered by this Agreement and the duty of the County to render continuous service to the public. Therefore, the Union agrees

that it will not call, engage in, participate in, or sanction any strike, work stoppage, sympathy strike, slowdown, etc. during the life of this Agreement. The County agrees that there shall be no lockout during the life of this Agreement.

22.2 The Union will take every reasonable precaution and action to prevent or stop any such strike or work stoppage during the life of this Agreement.

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

ORDINANCE NO. 23-096

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 AND ADOPT THE REVISED CLASS SPECIFICATION FOR STOREKEEPER

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

WHEREAS, the Department recommended the class specification for Storekeeper be updated to include a more focused description of responsibilities; and

WHEREAS, it is recommended that the pay Grade for Storekeeper by changed from Pay Grade 15 to Pay Grade 17; and

WHEREAS, the Human Resources Advisory Board at its meeting on July 6, 2023, reviewed the revisions to the class specification for the position title of Storekeeper and recommended the change from Pay Grade 15 to Pay Grade 17 on 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.

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

Section 1. The revised Class Specification for Storekeeper is adopted as set forth in Exhibit "A."

Section 2. 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 "B."

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, revises the position title of Storekeeper from Pay Grade 15 to Pay Grade 17 on the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

FISCAL IMPACT: This Ordinance, if approved, revises the position title of Storekeeper from Pay Grade 15 to Pay Grade 17 on the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

There is currently one filled position with the title Storekeeper. The estimated fiscal impact (Salaries/Wages and Benefits) of reclassifying the one employee currently in this position is $3,426 in FY2024, $3,601 in FY2025 and $3,782 in FY2026.

NEW CASTLE COUNTY GOVERNMENT

Number 0082

Page 1 of 2

CLASS SPECIFICATION

Date 02/08/17

Title: STOREKEEPER

Approved:

GENERAL STATEMENT OF DUTIES:
The Storekeeper is responsible for all warehouse operations activities including shipping and receiving, deliveries, coordination and management of~~ng~~ maximum/minimum thresholds of stocked items, documenting warehouse transactions, entering and maintaining inventory and material/supply issuance records in a work order management system, and overseeing storage of surplus inventory and property for New Castle County. Performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This employee performs a variety of shipping/receiving, inventory control- and~~and~~ restocking activities. This employee is also responsible for entering receipts and issuance data in the warehouse work order management system; This employee provides quality control of inventory and performs annual reconciliation audits; stores and distributes supplies and equipment and maintains inventory and stock ~~records; This~~records; This employee may supervise support staff.

EXAMPLES OF WORK: (Illustrative only)

- Maintains the warehouse and inventory areas in a neat and orderly manner;
- Assists employees in the receipt, issuance, and storage of equipment, supplies, and uniforms;
- Enters and records issuance and supply of PPE (personal protection equipment) into work order management system.
- Maintains inventory data base in a work order management system used by the Department of Public Works
- Leads efforts and conducts bi-annual inventory audits to ensure accuracy and accounting for all stock items. Results are entered into the work order management system
- Maintains inventory issuance reports to maintain quality control and accountability
- Enters receipts and maintains records of work boot vouchers issued to remain compliant with County policy
- Searches work order management system to determine stock-use by employees or section to maintain compliance to Department/County Policy
- Receives and inspects all incoming materials and reconciles with purchase orders;
- Enters yard items, from Loader Operator sheets, onto workorders
- Processes and distributes documentation with purchase orders; reports, documents and tracks damages and discrepancies on orders received.
- May make deliveries of requested supplies and/or surplus property to departments when necessary;
- Receives, tags, stores photographs and tracks surplus property; prepares property lists for items to be sold at auctions;
- Files GovDeals receipts from Purchasing to ensure they are signed and returned.
- Inspects supplies and equipment and recommends disposition;

NEW CASTLE COUNTY GOVERNMENT

CLASS SPECIFICATION

Number 0082
Page 1 of 2
Date 02/08/17

Title: STOREKEEPER

Approved:

- Determines extent of damage to equipment and what repairs are necessary;
- May make repairs and adjustments to tools and equipment;
- Ships or returns canceled and damaged items back to vendors;
- Coordinates and manages product pick-up with primary points of contact within each operating section of Public Works
- Operates a fork ~~-~~lift truck or ~~front end~~front-end loader to load and unload materials;
- ~~Supervises and assists in taking a complete inventory on a cyclical basis;~~
- Keeps up-to-date inventory issue and receipt records;
- Assists in establishing and maintaining minimum and maximum stock levels;
- Assists in developing and implementing operating procedures;
- May train and direct the work of seasonal employees;
- This employee is green-carded to the Central Receiving Supervisor position, as needed
- 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: Thorough knowledge of modern warehouse procedures, including receiving, storing, and issuing large quantities of equipment and supplies; Good knowledge of computerized warehouse record keeping systems and work order management systems; knowledge of basic stock inventory procedures and ability to maintain perpetual inventory records; ability to institute action on items not returned; ability to communicate courteously and effectively, both verbally and in writing; ability to establish and maintain good working relationships with other employees; ability to lift heavy objects

MINIMUM QUALIFICATIONS: At least three (3) years' experience working in a storeroom, warehouse or related field and completion of a standard high school course or GED certificate program; or any equivalent combination of experience and training directly related to the required knowledge, skills, and abilities.

ADDITIONAL REQUIREMENTS: Possession of a valid Delaware Class D driver's license or its equivalent; ability to pass a Class II County physical examination and background check.

HISTORY OF REVISIONS:

Established:	10/09/75
Revised:	07/26/88
Revised:	03/20/89
Revised:	08/13/90
Revised:	01/24/95
Revised:	11/01/98
Revised:	05/01/03
Revised:	02/08/17

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										
STOREKEEPER	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
BUILDING AND SITE INSPECTOR	20										
CERTIFIED ASSESSOR I	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										

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
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										
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: 05/09/2023 (Ordinance 23-047)
Revised: 06/13/2023 (Ordinance 23-057)
Revised: xx/xx/xxxx (Ordinance 23-xxx)

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

ORDINANCE NO. 23-097

TO REVISE THE CLASS SPECIFICATION OF PUBLIC WORKS PROJECT MANAGER TO FACILITIES PROJECT MANAGER AND AMEND THE PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES FOR THE DEPARTMENT OF PUBLIC WORKS

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

WHEREAS, the Department submitted revisions to the class specification of Public Works Project Manager to eliminate redundancy and functional overlap; and

WHEREAS, the Human Resources Advisory Board at its meeting on July 6, 2023, recommended changes to the class specification of Public Works Project Manager (Pay Grade 30) including changing the title to Facilities Project Manager (Pay Grade 28) on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees; and

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

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

Section 1. The Class Specification for Public Works Project Manager (proposed Facilities Project Manager) is amended as set forth in Exhibit "A."

Section 2. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2023 through June 30, 2024, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "B."

Section 3. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2024 through June 30, 2025, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "C."

Section 4. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2025 through June 30, 2026, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "D."

Section 5. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2026 is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit "E."

Section 6. 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, changes the position title of Public Works Project Manager (Pay Grade 30) to Facilities Project Manager (Pay Grade 28) on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

FISCAL IMPACT: This Ordinance, if approved, changes the position title of Public Works Project Manager (Pay Grade 30) to Facilities Project Manager (Pay Grade 28) on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees and adopts the revised class specification, as recommended by the Human Resources Advisory Board.

There are currently no positions with the title of Public Works Project Manager. There will be no discernible fiscal impact upon the adoption of this Ordinance.

NEW CASTLE COUNTY GOVERNMENT	Number 0144
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CLASS SPECIFICATION	Date 04/30/18
Title: PUBLIC WORKS PROJECT MANAGERFacilities Project Manager	Approved:

GENERAL STATEMENT OF DUTIES: Performs highly responsible management analyst work to achieve efficient and effective operations within Public Works Department functional responsibilities; doesskilled project planning, design and management work related to the construction, renovation and maintenance of New Castle County facilities; performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class is responsible for assisting in the review of various support functions within the Public Works Department. This employee is responsible for defining varied and County-wide program requirements, fiscal impacts, alternatives, recommendations and modifications to ensure the delivery of the proper levels of program services. This employee carries out specialprovides professional project management level to a wide variety of projects, but primarily focused on facility renovation of public facilities, such as required. Under general supervision, this employee has wide latitude in policy writing and defining, devising and implementing County-wide programs. buildings and parks. Responsibilities may include condition assessment of facility assets and systems, project planning, estimating cost and schedule of repairs/replacement required, preparing bid documents, coordinating construction and communicating with internal and external stakeholders affected by the projects. This employee works under general supervision and may supervisedirect other employees when necessary.

EXAMPLES OF WORK: (Illustrative Onlyonly)

- Evaluates and analyzes programs and projects to determine the effective use of resources and the effects of implementation of new or modified programs and projects;
- - Evaluate the condition of assets, provide recommendations on repairs or renovations.
- Ensures compliance of building codes, departmental policies and procedures in conjunction with established goals and objectives;
- - Assists in the compilation of dataProvides project cost and schedule estimates for the development of project capital and operating budgets;
- Analyzes operations to include work flow, service delivery and fiscal impact;
- Develops, revises, recommends and implements procedures, systems and

Number 0144XXXX

NEW CASTLE COUNTY GOVERNMENT	
	Page 2 of 3
CLASS SPECIFICATION	**Date** 04/30/1810/31/11
Title: PUBLIC WORKS PROJECT MANAGER – Facilities Project Manager	**Approved:**

alternatives for the department's operational improvements;
- Recommends alternatives resulting from analyses and planning studies of operations;
- Performs special assignments as needed;
- Supervises, trains, instructs and evaluates employees;
- Presents project proposals to internal and external stakeholders;
- Prepares or coordinates preparation of bid and contract documents;
- Reviews and comments on technical drawings prepared by others;
- Assists in obtaining and reviewing bids in accordance to County code and policies;
- Reviews/Coordinates projects in the field to ensure contract compliance and manage expectations of stakeholders;
- Provides regular status reports of all projects in all phases;
- Promotes an ongoing attitude of dedication to excellent public serviceservices 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: Knowledge of the principles of building construction and building operating systems (mechanical, electrical, etc.); knowledge of architectural, mechanical and electrical design principles and practices; thorough knowledge of project planning and estimating; ability to work with engineers, architects and various skilled trades; strong communication skills, both verbally and in writing;

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of the modern principles and practices of business and office management, operational analysis and office systems to include accounting and fiscal management; ability to perform independent analyses and interpret data; good knowledge of laws and regulations relating to departmental activities; ability to plan systems and to establish and administer complex procedures; ability to communicate courteously and effectively, both verbally and in writing; ability to identify program deficiencies and to recommend and implement changes; ability to prepare reports and make evaluations; ability to prepare financial forms; ability to establish and maintain effective working relationships with co-workers, other departments, agencies and the general public; ability to effectively supervise employees.

NEW CASTLE COUNTY GOVERNMENT	Number 0144
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CLASS SPECIFICATION	Date 04/30/18
Title: PUBLIC WORKS PROJECT MANAGERFacilities Project Manager	Approved:

MINIMUM QUALIFICATIONS: At least five (5) years'Some experience in performing progressively responsible management analyst functionsthe building construction, building mechanical or electrical systems, project management, engineering or architectural field and possession of a Bachelor'sBachelor's Degree from an accredited college or university with major course work in business administration or engineering, architecture, construction management, project management or related field; or anyan equivalent combination of experience and, education or training directly related to the required knowledge, skills, and abilities.

ADDITIONAL REQUIREMENTS: Must pass a Class IIIII County physical examination, and background check; possession of a valid Delaware Class D driver's license.

HISTORY OF REVISIONS:
Established: 11/01/97
Revised: 05/01/01
Revised: 04/30/18

EXHIBIT B
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
SENIOR SERVICES TRANS. PROGRAM COORD.	16	34,077	35,780	37,569	39,448	41,420	43,490	45,664	47,948	50,345	52,863
INSURANCE CLAIMS ASSISTANT	17	35,781	37,570	39,449	41,421	43,492	45,667	47,951	50,348	52,866	55,509
SENIOR SERVICES CENTER DIRECTOR	18	37,571	39,450	41,422	43,493	45,668	47,952	50,350	52,867	55,510	58,286
CONFIDENTIAL ASSISTANT HUMAN RESOURCES ASSISTANT	20	41,422	43,493	45,668	47,952	50,350	52,867	55,510	58,286	61,200	64,260
FINANCE INFORMATION SPECIALIST FIRE/MEDICAL COMMUNICATIONS SUPERVISOR POLICE COMMUNICATIONS SUPERVISOR VICTIM'S ASSISTANCE OFFICE COORDINATOR	22	45,667	47,951	50,348	52,866	55,509	58,285	61,199	64,259	67,472	70,845
REGISTER IN CHANCERY OFFICE ADMINISTRATOR STORMWATER INSPECTION SUPERVISOR	23	47,950	50,347	52,865	55,508	58,284	61,198	64,258	67,471	70,844	74,387
CRIME ANALYST LAND USE PARALEGAL PUBLIC INFORMATION SPECIALIST REAL ESTATE COORDINATOR	24	50,350	52,867	55,510	58,286	61,200	64,260	67,473	70,846	74,389	78,109
CUSTOMER INFO. AND ASSISTANCE SUPV. POLICE ACCREDITATION COORDINATOR	25	52,868	55,511	58,287	61,201	64,261	67,474	70,847	74,390	78,110	82,015
ASSISTANT COMMUNITY SERVICES ADMIN. ASSISTANT LAND USE ADMINISTRATOR ENVIRONMENTAL ENGINEER I HUMAN RESOURCES TECHNICIAN INSURANCE ADMINISTRATOR LAW OFFICE ADMINISTRATOR	26	55,511	58,287	61,201	64,261	67,474	70,847	74,390	78,110	82,015	86,116
COMMUNITY GOVERNING ADMINISTRATOR SPORTS AND ATHLETICS ADMINISTRATOR	27	58,286	61,200	64,260	67,473	70,846	74,389	78,109	82,014	86,115	90,421
ENVIRONMENTAL ADMINISTRATOR FACILITIES PROJECT MANAGER LAND USE SERVICES ADMINISTRATOR PUBLIC WORKS PROGRAM MANAGER STORMWATER PROGRAM COORDINATOR	28	61,200	64,260	67,473	70,846	74,389	78,109	82,014	86,115	90,421	94,942
PAYROLL SUPERVISOR	29	64,262	67,475	70,848	74,391	78,111	82,016	86,117	90,423	94,944	99,691
COMMUNITY SERVICES ADMINISTRATOR EMPLOYEE RELATIONS SPECIALIST FINANCE ADMINISTRATION MANAGER HUMAN RESOURCES ADMINISTRATOR LAND USE ADMINISTRATOR OPERATIONS SERVICES MANAGER PARKS DEVELOPMENT PLANNER PENSION AND BENEFITS ADMINISTRATOR ~~PUBLIC WORKS PROJECT MANAGER~~ TRANSPORTATION PLANNER	30	67,474	70,847	74,390	78,110	82,015	86,116	90,422	94,943	99,690	104,675
DEVELOPMENT FACILITATOR PROPERTY ASSESSMENT SERVICES MANAGER	31	70,851	74,393	78,113	82,018	86,119	90,425	94,946	99,694	104,679	109,912
COMMUNITY SERVICES MANAGER DEPARTMENT FINANCE OFFICER INFORMATION SYSTEMS ASSISTANT MANAGER LICENSING MANAGER MANAGEMENT AND PRODUCTIVITY MANAGER PLANNING MANAGER SENIOR FINANCIAL OFFICER	32	74,392	78,112	82,017	86,118	90,424	94,945	99,692	104,677	109,910	115,405

EXHIBIT B
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
ACCOUNTING AND FISCAL MANAGER ASSISTANT LAND USE MANAGER CHIEF PROCUREMENT OFFICER CHIEF OF SPECIAL PROJECTS ENGINEERING SERVICES MANAGER INFORMATION SYSTEMS MANAGER INSURANCE AND LOSS CONTROL MANAGER INTERNAL SERVICES MANAGER PARKS DIVISION MANAGER PENSION PROGRAM MANAGER SEWER OPERATIONS MANAGER STORMWATER & ENVIRONMENTAL PROGS. MGR TREASURY MANAGER	34	82,016	86,117	90,423	94,944	99,691	104,676	109,909	115,404	121,174	127,233
FINANCE LEGAL OFFICER FIRST ASSISTANT COUNTY ATTORNEY HUMAN RESOURCES MANAGER	35	86,118	90,424	94,945	99,692	104,677	109,910	115,405	121,176	127,235	133,597
PUBLIC WORKS SENIOR MANAGER DEPUTY CHIEF OF TECHNOLOGY	36	90,423	94,944	99,691	104,676	109,909	115,404	121,174	127,233	133,594	140,274
NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES											
ASSISTANT CHIEF OF EMERG. COMMUNICATIONS	30	71,779	75,152	78,695	82,415	86,320	90,421	94,727	99,248	103,995	108,980
CHIEF OF EMERGENCY COMMUNICATIONS	36	94,728	99,249	103,996	108,981	114,214	119,709	125,479	131,538	137,899	144,579
CHIEF OF EMERGENCY MEDICAL SERVICES	38	106,867	111,852	117,085	122,580	128,351	134,410	140,772	147,452	154,466	161,831

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Revised: xx/xx/xxxx (Ordinance 23-xxx)

EXHIBIT C
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
SENIOR SERVICES TRANS. PROGRAM COORD.	16	34,929	36,675	38,509	40,435	42,456	44,578	46,806	49,147	51,604	54,185
INSURANCE CLAIMS ASSISTANT	17	36,676	38,510	40,436	42,457	44,580	46,809	49,150	51,607	54,188	56,897
SENIOR SERVICES CENTER DIRECTOR	18	38,511	40,437	42,458	44,581	46,810	49,151	51,609	54,189	56,898	59,744
CONFIDENTIAL ASSISTANT HUMAN RESOURCES ASSISTANT	20	42,458	44,581	46,810	49,151	51,609	54,189	56,898	59,744	62,730	65,867
FINANCE INFORMATION SPECIALIST FIRE/MEDICAL COMMUNICATIONS SUPERVISOR POLICE COMMUNICATIONS SUPERVISOR VICTIM'S ASSISTANCE OFFICE COORDINATOR	22	46,809	49,150	51,607	54,188	56,897	59,743	62,729	65,866	69,159	72,617
REGISTER IN CHANCERY OFFICE ADMINISTRATOR STORMWATER INSPECTION SUPERVISOR	23	49,149	51,606	54,187	56,896	59,742	62,728	65,865	69,158	72,616	76,247
CRIME ANALYST LAND USE PARALEGAL PUBLIC INFORMATION SPECIALIST REAL ESTATE COORDINATOR	24	51,609	54,189	56,898	59,744	62,730	65,867	69,160	72,618	76,249	80,062
CUSTOMER INFO. AND ASSISTANCE SUPV. POLICE ACCREDITATION COORDINATOR	25	54,190	56,899	59,745	62,732	65,868	69,161	72,619	76,250	80,063	84,066
ASSISTANT COMMUNITY SERVICES ADMIN. ASSISTANT LAND USE ADMINISTRATOR ENVIRONMENTAL ENGINEER I HUMAN RESOURCES TECHNICIAN INSURANCE ADMINISTRATOR LAW OFFICE ADMINISTRATOR	26	56,899	59,745	62,732	65,868	69,161	72,619	76,250	80,063	84,066	88,269
COMMUNITY GOVERNING ADMINISTRATOR SPORTS AND ATHLETICS ADMINISTRATOR	27	59,744	62,730	65,867	69,160	72,618	76,249	80,062	84,065	88,268	92,682
ENVIRONMENTAL ADMINISTRATOR FACILITIES PROJECT MANAGER LAND USE SERVICES ADMINISTRATOR PUBLIC WORKS PROGRAM MANAGER STORMWATER PROGRAM COORDINATOR	28	62,730	65,867	69,160	72,618	76,249	80,062	84,065	88,268	92,682	97,316
PAYROLL SUPERVISOR	29	65,869	69,162	72,620	76,251	80,064	84,067	88,270	92,684	97,318	102,184
COMMUNITY SERVICES ADMINISTRATOR EMPLOYEE RELATIONS SPECIALIST FINANCE ADMINISTRATION MANAGER HUMAN RESOURCES ADMINISTRATOR LAND USE ADMINISTRATOR OPERATIONS SERVICES MANAGER PARKS DEVELOPMENT PLANNER PENSION AND BENEFITS ADMINISTRATOR ~~PUBLIC WORKS PROJECT MANAGER~~ TRANSPORTATION PLANNER	30	69,161	72,619	76,250	80,063	84,066	88,269	92,683	97,317	102,183	107,292
DEVELOPMENT FACILITATOR PROPERTY ASSESSMENT SERVICES MANAGER	31	72,623	76,253	80,066	84,069	88,272	92,686	97,320	102,187	107,296	112,660
COMMUNITY SERVICES MANAGER DEPARTMENT FINANCE OFFICER INFORMATION SYSTEMS ASSISTANT MANAGER LICENSING MANAGER MANAGEMENT AND PRODUCTIVITY MANAGER PLANNING MANAGER SENIOR FINANCIAL OFFICER	32	76,252	80,065	84,068	88,271	92,685	97,319	102,185	107,294	112,658	118,291

EXHIBIT C
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
ACCOUNTING AND FISCAL MANAGER ASSISTANT LAND USE MANAGER CHIEF PROCUREMENT OFFICER CHIEF OF SPECIAL PROJECTS ENGINEERING SERVICES MANAGER INFORMATION SYSTEMS MANAGER INSURANCE AND LOSS CONTROL MANAGER INTERNAL SERVICES MANAGER PARKS DIVISION MANAGER PENSION PROGRAM MANAGER SEWER OPERATIONS MANAGER STORMWATER & ENVIRONMENTAL PROGS. MGR TREASURY MANAGER	34	84,067	88,270	92,684	97,318	102,184	107,293	112,657	118,290	124,204	130,414
FINANCE LEGAL OFFICER FIRST ASSISTANT COUNTY ATTORNEY HUMAN RESOURCES MANAGER	35	88,271	92,685	97,319	102,185	107,294	112,658	118,291	124,206	130,416	136,937
PUBLIC WORKS SENIOR MANAGER DEPUTY CHIEF OF TECHNOLOGY	36	92,684	97,318	102,184	107,293	112,657	118,290	124,204	130,414	136,934	143,781
NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES											
ASSISTANT CHIEF OF EMERG. COMMUNICATIONS	30	73,574	77,031	80,663	84,476	88,478	92,682	97,096	101,730	106,595	111,705
CHIEF OF EMERGENCY COMMUNICATIONS	36	97,097	101,731	106,596	111,706	117,070	122,702	128,616	134,827	141,347	148,194
CHIEF OF EMERGENCY MEDICAL SERVICES	38	109,539	114,649	120,013	125,645	131,560	137,771	144,292	151,139	158,328	165,877

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Revised: xx/xx/xxxx (Ordinance 23-xxx)

EXHIBIT D
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
SENIOR SERVICES TRANS. PROGRAM COORD.	16	35,803	37,592	39,472	41,446	43,518	45,693	47,977	50,376	52,895	55,540
INSURANCE CLAIMS ASSISTANT	17	37,593	39,473	41,447	43,519	45,695	47,980	50,379	52,898	55,543	58,320
SENIOR SERVICES CENTER DIRECTOR	18	39,474	41,448	43,520	45,696	47,981	50,380	52,900	55,544	58,321	61,238
CONFIDENTIAL ASSISTANT HUMAN RESOURCES ASSISTANT	20	43,520	45,696	47,981	50,380	52,900	55,544	58,321	61,238	64,299	67,514
FINANCE INFORMATION SPECIALIST FIRE/MEDICAL COMMUNICATIONS SUPERVISOR POLICE COMMUNICATIONS SUPERVISOR VICTIM'S ASSISTANCE OFFICE COORDINATOR	22	47,980	50,379	52,898	55,543	58,320	61,237	64,298	67,513	70,888	74,433
REGISTER IN CHANCERY OFFICE ADMINISTRATOR STORMWATER INSPECTION SUPERVISOR	23	50,378	52,897	55,542	58,319	61,236	64,297	67,512	70,887	74,432	78,154
CRIME ANALYST LAND USE PARALEGAL PUBLIC INFORMATION SPECIALIST REAL ESTATE COORDINATOR	24	52,900	55,544	58,321	61,238	64,299	67,514	70,889	74,434	78,156	82,064
CUSTOMER INFO. AND ASSISTANCE SUPV. POLICE ACCREDITATION COORDINATOR	25	55,545	58,322	61,239	64,301	67,515	70,891	74,435	78,157	82,065	86,168
ASSISTANT COMMUNITY SERVICES ADMIN. ASSISTANT LAND USE ADMINISTRATOR ENVIRONMENTAL ENGINEER I HUMAN RESOURCES TECHNICIAN INSURANCE ADMINISTRATOR LAW OFFICE ADMINISTRATOR	26	58,322	61,239	64,301	67,515	70,891	74,435	78,157	82,065	86,168	90,476
COMMUNITY GOVERNING ADMINISTRATOR SPORTS AND ATHLETICS ADMINISTRATOR	27	61,238	64,299	67,514	70,889	74,434	78,156	82,064	86,167	90,475	95,000
ENVIRONMENTAL ADMINISTRATOR FACILITIES PROJECT MANAGER LAND USE SERVICES ADMINISTRATOR PUBLIC WORKS PROGRAM MANAGER STORMWATER PROGRAM COORDINATOR	28	64,299	67,514	70,889	74,434	78,156	82,064	86,167	90,475	95,000	99,749
PAYROLL SUPERVISOR	29	67,516	70,892	74,436	78,158	82,066	86,169	90,477	95,002	99,751	104,739
COMMUNITY SERVICES ADMINISTRATOR EMPLOYEE RELATIONS SPECIALIST FINANCE ADMINISTRATION MANAGER HUMAN RESOURCES ADMINISTRATOR LAND USE ADMINISTRATOR OPERATIONS SERVICES MANAGER PARKS DEVELOPMENT PLANNER PENSION AND BENEFITS ADMINISTRATOR ~~PUBLIC WORKS PROJECT MANAGER~~ TRANSPORTATION PLANNER	30	70,891	74,435	78,157	82,065	86,168	90,476	95,001	99,750	104,738	109,975
DEVELOPMENT FACILITATOR PROPERTY ASSESSMENT SERVICES MANAGER	31	74,439	78,160	82,068	86,171	90,479	95,004	99,753	104,742	109,979	115,477
COMMUNITY SERVICES MANAGER DEPARTMENT FINANCE OFFICER INFORMATION SYSTEMS ASSISTANT MANAGER LICENSING MANAGER MANAGEMENT AND PRODUCTIVITY MANAGER PLANNING MANAGER SENIOR FINANCIAL OFFICER	32	78,159	82,067	86,170	90,478	95,003	99,752	104,740	109,977	115,475	121,249

EXHIBIT D
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
ACCOUNTING AND FISCAL MANAGER ASSISTANT LAND USE MANAGER CHIEF PROCUREMENT OFFICER CHIEF OF SPECIAL PROJECTS ENGINEERING SERVICES MANAGER INFORMATION SYSTEMS MANAGER INSURANCE AND LOSS CONTROL MANAGER INTERNAL SERVICES MANAGER PARKS DIVISION MANAGER PENSION PROGRAM MANAGER SEWER OPERATIONS MANAGER STORMWATER & ENVIRONMENTAL PROGS. MGR TREASURY MANAGER	34	86,169	90,477	95,002	99,751	104,739	109,976	115,474	121,248	127,310	133,675
FINANCE LEGAL OFFICER FIRST ASSISTANT COUNTY ATTORNEY HUMAN RESOURCES MANAGER	35	90,478	95,003	99,752	104,740	109,977	115,475	121,249	127,312	133,677	140,361
PUBLIC WORKS SENIOR MANAGER DEPUTY CHIEF OF TECHNOLOGY	36	95,002	99,751	104,739	109,976	115,474	121,248	127,310	133,675	140,358	147,376
NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES											
ASSISTANT CHIEF OF EMERG. COMMUNICATIONS	30	75,414	78,957	82,680	86,588	90,690	95,000	99,524	104,274	109,260	114,498
CHIEF OF EMERGENCY COMMUNICATIONS	36	99,525	104,275	109,261	114,499	119,997	125,770	131,832	138,198	144,881	151,899
CHIEF OF EMERGENCY MEDICAL SERVICES	38	112,278	117,516	123,014	128,787	134,849	141,216	147,900	154,918	162,287	170,024

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Revised: 07/01/2025 (Ordinance 23-086)
Revised: xx/xx/xxxx (Ordinance 23-xxx)

EXHIBIT E
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
SENIOR SERVICES TRANS. PROGRAM COORD.	16	36,699	38,532	40,459	42,483	44,606	46,836	49,177	51,636	54,218	56,929
INSURANCE CLAIMS ASSISTANT	17	38,533	40,460	42,484	44,607	46,838	49,180	51,639	54,221	56,932	59,778
SENIOR SERVICES CENTER DIRECTOR	18	40,461	42,485	44,608	46,839	49,181	51,640	54,223	56,933	59,780	62,769
CONFIDENTIAL ASSISTANT HUMAN RESOURCES ASSISTANT	20	44,608	46,839	49,181	51,640	54,223	56,933	59,780	62,769	65,907	69,202
FINANCE INFORMATION SPECIALIST FIRE/MEDICAL COMMUNICATIONS SUPERVISOR POLICE COMMUNICATIONS SUPERVISOR VICTIM'S ASSISTANCE OFFICE COORDINATOR	22	49,180	51,639	54,221	56,932	59,778	62,768	65,906	69,201	72,661	76,294
REGISTER IN CHANCERY OFFICE ADMINISTRATOR STORMWATER INSPECTION SUPERVISOR	23	51,638	54,220	56,931	59,777	62,767	65,905	69,200	72,660	76,293	80,108
CRIME ANALYST LAND USE PARALEGAL PUBLIC INFORMATION SPECIALIST REAL ESTATE COORDINATOR	24	54,223	56,933	59,780	62,769	65,907	69,202	72,662	76,295	80,110	84,116
CUSTOMER INFO. AND ASSISTANCE SUPV. POLICE ACCREDITATION COORDINATOR	25	56,934	59,781	62,770	65,909	69,203	72,664	76,296	80,111	84,117	88,323
ASSISTANT COMMUNITY SERVICES ADMIN. ASSISTANT LAND USE ADMINISTRATOR ENVIRONMENTAL ENGINEER I HUMAN RESOURCES TECHNICIAN INSURANCE ADMINISTRATOR LAW OFFICE ADMINISTRATOR	26	59,781	62,770	65,909	69,203	72,664	76,296	80,111	84,117	88,323	92,738
COMMUNITY GOVERNING ADMINISTRATOR SPORTS AND ATHLETICS ADMINISTRATOR	27	62,769	65,907	69,202	72,662	76,295	80,110	84,116	88,322	92,737	97,375
ENVIRONMENTAL ADMINISTRATOR FACILITIES PROJECT MANAGER LAND USE SERVICES ADMINISTRATOR PUBLIC WORKS PROGRAM MANAGER STORMWATER PROGRAM COORDINATOR	28	65,907	69,202	72,662	76,295	80,110	84,116	88,322	92,737	97,375	102,243
PAYROLL SUPERVISOR	29	69,204	72,665	76,297	80,112	84,118	88,324	92,739	97,378	102,245	107,358
COMMUNITY SERVICES ADMINISTRATOR EMPLOYEE RELATIONS SPECIALIST FINANCE ADMINISTRATION MANAGER HUMAN RESOURCES ADMINISTRATOR LAND USE ADMINISTRATOR OPERATIONS SERVICES MANAGER PARKS DEVELOPMENT PLANNER PENSION AND BENEFITS ADMINISTRATOR ~~PUBLIC WORKS PROJECT MANAGER~~ TRANSPORTATION PLANNER	30	72,664	76,296	80,111	84,117	88,323	92,738	97,377	102,244	107,357	112,725
DEVELOPMENT FACILITATOR PROPERTY ASSESSMENT SERVICES MANAGER	31	76,300	80,114	84,120	88,326	92,741	97,380	102,247	107,361	112,729	118,364
COMMUNITY SERVICES MANAGER DEPARTMENT FINANCE OFFICER INFORMATION SYSTEMS ASSISTANT MANAGER LICENSING MANAGER MANAGEMENT AND PRODUCTIVITY MANAGER PLANNING MANAGER SENIOR FINANCIAL OFFICER	32	80,113	84,119	88,325	92,740	97,379	102,246	107,359	112,727	118,362	124,281

EXHIBIT E
PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES

CLASSIFICATION	PAY GRADE	1	2	3	4	5	6	7	8	9	10
ACCOUNTING AND FISCAL MANAGER ASSISTANT LAND USE MANAGER CHIEF PROCUREMENT OFFICER CHIEF OF SPECIAL PROJECTS ENGINEERING SERVICES MANAGER INFORMATION SYSTEMS MANAGER INSURANCE AND LOSS CONTROL MANAGER INTERNAL SERVICES MANAGER PARKS DIVISION MANAGER PENSION PROGRAM MANAGER SEWER OPERATIONS MANAGER STORMWATER & ENVIRONMENTAL PROGS. MGR TREASURY MANAGER	34	88,324	92,739	97,378	102,245	107,358	112,726	118,361	124,280	130,493	137,017
FINANCE LEGAL OFFICER FIRST ASSISTANT COUNTY ATTORNEY HUMAN RESOURCES MANAGER	35	92,740	97,379	102,246	107,359	112,727	118,362	124,281	130,495	137,019	143,871
PUBLIC WORKS SENIOR MANAGER DEPUTY CHIEF OF TECHNOLOGY	36	97,378	102,245	107,358	112,726	118,361	124,280	130,493	137,017	143,867	151,061
NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES											
ASSISTANT CHIEF OF EMERG. COMMUNICATIONS	30	77,300	80,931	84,747	88,753	92,958	97,375	102,013	106,881	111,992	117,361
CHIEF OF EMERGENCY COMMUNICATIONS	36	102,014	106,882	111,993	117,362	122,997	128,915	135,128	141,653	148,504	155,697
CHIEF OF EMERGENCY MEDICAL SERVICES	38	115,085	120,454	126,090	132,007	138,221	144,747	151,598	158,791	166,345	174,275

Effective: 07/01/2026 (Ordinance 23-063)
Revised: 07/01/2026 (Ordinance 23-086)
Revised: xx/xx/xxxx (Ordinance 23-xxx)

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

ORDINANCE NO. 23-098

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 AND TO ADOPT THE CLASS SPECIFICATIONS FOR THE POSITION TITLES OF ENVIRONMENTAL PROGRAM MANAGER I, ENVIRONMENTAL PROGRAM MANAGER II AND ENVIRONMENTAL PROGRAM MANAGER III

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

WHEREAS, the Department submitted new class specifications for Environmental Program Manager I, Environmental Program Manager II and Environmental Program Manager III to create a career ladder that reflects the environmental responsibilities of the Department; and

WHEREAS, the Human Resources Advisory Board at their meeting on July 6, 2023, recommended that the class specifications for the new position titles of Environmental Program Manager I (Pay Grade 26), Environmental Program Manager II (Pay Grade 28), and Environmental Program Manager III (Pay Grade 30) 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.

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

Section 1. The Class Specification for Environmental Program Manager I is adopted as set forth in Exhibit "A."

Section 2. The Class Specification for Environmental Program Manager II is adopted as set forth in Exhibit "B."

Section 3. The Class Specification for Environmental Program Manager III is adopted as set forth in Exhibit "C."

Section 4. 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 5. 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 titles of Environmental Program Manager I (Pay Grade 26), Environmental Program Manager II (Pay Grade 28), and Environmental Program Manager III (Pay Grade 30) to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the class specifications of Environmental Program Manager I, Environmental Program Manager II, and Environmental Program Manager III, as recommended by the Human Resources Advisory Board.

FISCAL IMPACT: This Ordinance, if approved, adds the position titles of Environmental Program Manager I (Pay Grade 26), Environmental Program Manager II (Pay Grade 28), and Environmental Program Manager III (Pay Grade 30) to the Pay Plan and Rates of Pay for Classified Service Employees represented by AFSCME Local 1607, and adopts the class specifications of Environmental Program Manager I, Environmental Program Manager II, and Environmental Program Manager III, as recommended by the Human Resources Advisory Board.

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

NEW CASTLE COUNTY GOVERNMENT	Number Page 1 of 2
CLASS SPECIFICATION	Date
Title: ENVIRONMENTAL PROGRAM MANAGER I	Approved

GENERAL STATEMENT OF DUTIES: Supports the management of an environmental program; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class applies basic knowledge and experience related to environmental science and environmental programs designed to preserve and enhance water quality, air quality, open space, wildlife habitat and overall sustainability of the County. This position works under supervision and may supervise subordinate employees.

EXAMPLES OF WORK: (Illustrative only)

- Assists in planning and implementing one or more aspects of an environmental program;
- Reviews program requirements to assure achievement of compliance;
- Provides technical direction and oversight of subordinates;
- Conducts site visits, studies and other research to provide technical direction to complete environmental-related work;
- Makes periodic and special reports when required;
- Recommends and drafts public education materials, rules, regulations and standard operational procedures for assigned program areas;
- Plans, coordinates and attends meetings and workshops;
- 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 data processing terminal, personal computer, and other related equipment in the course of the work.

REQUIRED KNOWLEDGE SKILLS AND ABILITIES: Ability to interpret environmental rules, regulations, standards and policies; knowledge of water quality, air quality, groundwater monitoring and remediation, sustainability, land preservation/conservation and other environmental protection management practices; ability to manage a component of an environmental program; ability to communicate courteously and

NEW CASTLE COUNTY GOVERNMENT	Number Page 2 of 2
CLASS SPECIFICATION	Date
Title: ENVIRONMENTAL PROGRAM MANAGER I	Approved

effectively, both verbally and in writing; ability to pass a Class Ill County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: Possession of a bachelor's degree from an accredited college or university with major course work in environmental science, environmental studies, engineering, life sciences, or related field; or possession of an Associate's degree with major course work in environmental studies, engineering, or life sciences and two years of relevant experience; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

HISTORY OF REVISIONS:

NEW CASTLE COUNTY GOVERNMENT CLASS SPECIFICATION	Number Page 1 of 2 Date
Title: ENVIRONMENTAL PROGRAM MANAGER II	Approved

GENERAL STATEMENT OF DUTIES: Manages an environmental program; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs mid-level management of an environmental program, designed to preserve and enhance water quality, air quality, open space, wildlife habitat and overall sustainability of the County. This position works under general supervision and may supervise subordinate employees.

EXAMPLES OF WORK: (Illustrative only)

- Plans, coordinates and oversees implementation of an environmental compliance, education, stormwater management, land preservation/conservation, sustainability or similar program;
- Keeps abreast of State, Federal, and local environmental regulations;
- Reviews program requirements to assure achievement of compliance;
- Develops innovative practices for public education and outreach efforts;
- Monitors and evaluates the effectiveness of environmental and sustainability programs
- Oversees capital projects designed to improve environmental quality and sustainability;
- Helps prepare budgets for program viability;
- Provides technical direction and oversight of subordinates;
- Makes periodic and special reports when required;
- Recommends and drafts rules, regulations and standards operational procedures for assigned program areas;
- Plans, coordinates and attends meetings and workshops;
- 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 data processing terminal, personal computer, and other related equipment in the course of the work.

NEW CASTLE COUNTY GOVERNMENT CLASS SPECIFICATION	Number Page 2 of 2 Date
Title: ENVIRONMENTAL PROGRAM MANAGER II	Approved

REQUIRED KNOWLEDGE SKILLS AND ABILITIES: One year of experience interpreting environmental rules, regulations, standards and policies; knowledge of water quality, groundwater monitoring and remediation, land preservation/conservation, sustainability, and other environmental protection management practices; ability to design, plan, and oversee environmental and sustainability programs; ability to communicate courteously and effectively, both verbally and in writing; ability to pass a Class Ill County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: Possession of a Bachelor's Degree from an accredited college or university with major course work in environmental science, environmental studies, engineering, life sciences or related field and one year experience overseeing an environmental program; or possession of an Associate's degree with major course work in environmental studies, engineering, or life sciences and three years of relevant experience; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

HISTORY OF REVISIONS:

NEW CASTLE COUNTY GOVERNMENT	Number
	Page 1 of 2
CLASS SPECIFICATION	Date
Title: ENVIRONMENTAL PROGRAM MANAGER III	Approved

GENERAL STATEMENT OF DUTIES: Leads and provides high level management of multiple environmental programs; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class performs high level work in the management of environmental programs designed to preserve and enhance the water quality, air quality, open space, wildlife habitat and overall sustainability of the County. Assignments are broad in scope and considerable independent judgement is required. Responsibilities may include directing and supervising subordinate technical and administrative employees. This position works under general supervision and includes supervision and coordination of subordinate professional, technical and administrative support staff.

EXAMPLES OF WORK: (Illustrative only)

- Works with policy makers, legislators, regulators, professional organizations and the public towards the County's environmental and sustainability goals.
- Plans, coordinates and oversees implementation of various environmental programs, or a single environmental program that is of a complex nature;
- Oversees the development and implementation of capital projects to improve environmental quality and sustainability;
- Plans and develops public education and outreach efforts;
- Monitors and evaluates the effectiveness of environmental and sustainability programs, and when needed, recommends changes to close strategic gaps
- Creates and furthers existing short- and long-term sustainability strategies;
- Reviews program requirements to assure achievement of compliance;
- Provides technical direction and oversight of subordinates;
- Makes periodic and special reports when required; .
- Recommends and drafts rules, regulations and standards operational procedures for assigned program areas;
- Plans, coordinates and attends meetings and workshops;
- Represents the County on technical committees;

NEW CASTLE COUNTY GOVERNMENT CLASS SPECIFICATION	Number Page 2 of 2 Date
Title: ENVIRONMENTAL PROGRAM MANAGER III	Approved

- Assist with the development of operating and capital projects budgets;
- 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 data processing terminal, personal computer, and other related equipment in the course of the work.

REQUIRED KNOWLEDGE SKILLS AND ABILITIES: Three years of experience interpreting environmental rules, regulations, standards and policies; knowledge of water quality, air quality, groundwater monitoring and remediation, sustainability, and other environmental protection management practices; ability to design, plan, and oversee ability to communicate courteously and effectively, both verbally and in writing; ability to pass a Class Ill County physical examination.

ACCEPTABLE EXPERIENCE AND TRAINING: Possession of a Bachelor's Degree from an accredited college or university with major course work in environmental science, environmental studies, engineering, or life sciences and 2 years experience overseeing an environmental program; or possession of an associate degree with major course work in environmental studies, engineering, or life sciences and four years of relevant experience; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

HISTORY OF REVISIONS:

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
BUILDING AND SITE INSPECTOR	20										
CERTIFIED ASSESSOR I	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										

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
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										
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										
ENVIRONMENTAL PROGRAM MANAGER I	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										
ENVIRONMENTAL PROGRAM MANAGER 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										
ENVIRONMENTAL PROGRAM MANAGER 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: 05/09/2023 (Ordinance 23-047)
Revised: 06/13/2023 (Ordinance 23-057)
Revised: xx/xx/xxxx (Ordinance 23-xxx)

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

ORDINANCE NO. 23-099

**AMEND THE GRANTS BUDGET:
APPROPRIATE $8,942.44 IN PROGRAM INCOME TO THE ABSALOM JONES SENIOR CENTER RECREATION GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES**

WHEREAS, the Absalom Jones Senior Center Recreation grant was originally set up to record revenue and expenses for the programs run by New Castle County employees at the State-owned Absalom Jones Recreation Center; and

WHEREAS, authorization is being sought for the appropriation of an additional $8,942.44 in program income to the Absalom Jones Senior Center Recreation grant; and

WHEREAS, the Absalom Jones Senior Center provides a variety of services for the elderly in the surrounding community including transportation to the center, adult programs, activities, and social services; and

WHEREAS, the County Executive has determined that the revenue to be appropriated shall be 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 deleting the material bracketed and stricken and by adding the material underscored 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.

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 $8,942.44 in program income to the Absalom Jones Senior Center Recreation Grant, which will be administered by the Department of Community Services, Division of Community Resources.

The Absalom Jones Senior Center provides a variety of services for the elderly in the surrounding community including transportation to the center, adult programs, activities, and social services. The revenue appropriation on this request, if approved, will be used for Tour transportation costs.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $8,942.44 in program income funds to the Absalom Jones Senior Center Recreation Grant to be administered by the Department of Community Services, Division of Community Resources. The revenue appropriation on this request, if approved, will be used for the cost of tour transportation.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $8,942.44 for FY2024. This is an ongoing grant and there is no discernible fiscal impact on the current operating budget.

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

GRANT TITLE: Absalom Jones Senior Center Recreation **Ordinance No.** 23-099

PROGRAM TITLE: Absalom Jones Senior Center Recreation

Expense	Current	Change	Revised
Salaries and Wages	$ -	$ -	$ -
Benefits	$ -	$ -	$ -
Training/Civic Affairs	$ 632.05	$ -	$ 632.05
Communication/Utilities	$ 468.33	$ -	$ 468.33
Materials/Supplies	$ 33,217.64	$ -	$ 33,217.64
Contractual Services	~~$ 231,407.82~~	$ 8,942.44	$ 240,350.26
Equipment	$ 3,100.00	$ -	$ 3,100.00
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 268,825.84~~	$ 8,942.44	$ 277,768.28

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	~~$ 268,825.84~~	$ 8,942.44	$ 277,768.28
Total	~~$ 268,825.84~~	$ 8,942.44	$ 277,768.28

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 10/1/1989 **Estimated Program Completion:** ongoing

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

Ordinance Passed: 22-065, 23-014 **Date Revised:** 5/24/2022, 1/24/2023

PROGRAM DESCRIPTION:

The Absalom Jones Senior Center Recreation grant assists in providing a variety of services to the elderly population in the neighboring community including transportation to the center, adult programs, activities and social services. Major source of revenue is program income with additional revenue from donations and interest income.

~~1/24/2023~~ 7/25/2023

Introduced by: Mr. Bell, Ms. Hartley-Nagle
Date of introduction: July 25, 2023

ORDINANCE NO. 23-100

**AMEND THE GRANTS BUDGET:
APPROPRIATE $748,853 TO THE CONTRACTED POLICE DUTY REVOLVING FUND,
WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY,
DIVISION OF POLICE**

WHEREAS, the Contracted Police Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities, or other government sectors for public safety services on a contractual basis; and

WHEREAS, this legislation recognizes the anticipated reimbursements for police services to be received through June 30, 2024; and

WHEREAS, the County Executive has determined that funds will be received 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 deleting the material bracketed and stricken and adding the material underscored 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.

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 $748,853 to the Contracted Police Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Police for police services to be performed on a contractual basis.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $748,853 to the Contracted Police Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Police.

This legislation recognizes the anticipated reimbursements for police services to be received through June 30, 2024 and authorizes the Director of Public Safety to enter into contracts (with individuals, companies, corporations, private entities, or other government sectors for public safety services) on a contractual basis.

The Director of Public Safety with the concurrence of the Chief Financial Officer establishes rates no less than the amount necessary to reimburse for the cost of providing this service. Contracted police services will be administered in a manner that will not interfere with, or reduce, the effectiveness of regular patrol service levels for residents of the County. The Contract Duty Fund rate will be $81.00 per hour which includes the officer and vehicle.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $748,853. This increase will affect FY2024 and beyond, since this is a continuous program.

DEPARTMENT: Public Safety **EXHIBIT:** "A"

GRANT TITLE: Contracted Police Duty Revolving Fund **Ordinance No.** 23-100

PROGRAM TITLE: Contracted Police Duty Revolving Fund

Expense	Current	Change	Revised
Salaries and Wages	~~$ 6,517,730.81~~	$ 800,000.00	$ 7,317,730.81
Benefits	~~$ 304,880.07~~	$ 56,853.00	$ 361,733.07
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 129.88	$ -	$ 129.88
Contractual Services	~~$ 1,468,857.25~~	$ (108,000.00)	$ 1,360,857.25
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 8,291,598.01~~	$ 748,853.00	$ 9,040,451.01

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	~~$ 8,291,598.01~~	$ 748,853.00	$ 9,040,451.01
Total	~~$ 8,291,598.01~~	$ 748,853.00	$ 9,040,451.01

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 9/13/2005 **Estimated Program Completion:** ongoing

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

Ordinance Passed: 05-089, 06-015, 06-108, 07-074, 08-077, 11-066, 12-085, 13-044, 14-061, 15-061, 16-062, 17-059, 18-067, 19-060, 20-073, 21-080

Date Revised: July 2005, March 2006, August 2006, June 2007, July 2008, June 2011, July 2012, July 2013, July 2014, June 2015, June 2016, June 2017, June 2018, June 2019, June 2020, July 2021

PROGRAM DESCRIPTION:

The Contracted Police Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities, or other government sectors for public safety services on a contractual basis.

~~6/22/2021~~ 7/25/2023

Introduced by: Ms. Kilpatrick, Mr. Sheldon
Date of introduction: July 25, 2023

ORDINANCE NO. 23-101

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 6 ("BUILDING CODE"), CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS"), AND CHAPTER 14 ("FINANCE AND TAXATION") REGARDING BILLING AND COLLECTION OF STORMWATER MAINTENANCE FEES AND THE REFUND OF CODE ENFORCEMENT FEES PAID THROUGH ERROR

WHEREAS, in 2022, County Council enacted Ordinance No. 21-144 to create stormwater maintenance districts to provide an alternative to property owners that are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of such maintenance; and

WHEREAS, Ordinance No. 21-144 provides that delinquent stormwater maintenance fees shall be a lien on real property, similar to County taxes and other fees, and shall be subject to monition as set forth in 9 *Del. C.* §§ 8741-8761; however, the appropriate code sections for the monition process are 9 *Del. C*. §§ 8721-8733; and

WHEREAS, this Ordinance revises the *New Castle County Code* to include the proper *Delaware Code* provision for the monition process, updates how stormwater maintenance fees will appear on the tax bill, amends Chapter 6 of the *New Castle County Code* so stormwater maintenance fees are paid before a building permit is issued, and amends Chapter 14 of the *New Castle County Code* to treat stormwater maintenance fees in the same manner as taxes and sewer service charges are addressed throughout the Chapter; and

WHEREAS, this Ordinance also amends Chapter 13 of the *New Castle County Code*, to specifically reference January 13, 2021, the enactment date, to clarify which residential and mixed use subdivisions are automatically enrolled as stormwater maintenance district; and

WHEREAS, for consistency this Ordinance revises Chapter 14 of the *New Castle County Code* to allow the Chief Financial Officer to approve applications for refunds of Code Enforcement fees and stormwater maintenance fees paid in error, in the same manner as taxes and sewer charges; and

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

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

Section 1. *New Castle County Code* Chapter 6 ("Building Code"), Article 3 ("Administration"), Section 6.03.012 ("Permits") is hereby amended by adding the material that is

underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 06.03.012. – Permits. …

H. *County taxes*, [~~*and*~~] *sewer* *service charges, and stormwater maintenance fees shall be paid prior to building permit application.* No building permit application shall be accepted or issued under the provisions of this Chapter until confirmation that the landowner seeking the permit, or the landowner for whose benefit the improvements are to be made under such permit, is not delinquent in the payment of County taxes, [~~or~~] sewer *service charges*, or stormwater maintenance fees on any tax parcel that such landowner owns in New Castle County. Only taxes that remain unpaid outside the grace period as provided in 9 *Del. C.* § 8604(a)(1) shall be considered delinquent.

Section 2. *New Castle County Code* Chapter 13 ("Stormwater Maintenance Districts"), Section 13.01.003 ("Applicability") and Section 13.01.005 ("Stormwater maintenance fee assessment") are hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 13.01.003. Applicability. …

A. Stormwater maintenance districts established in new residential and mixed use subdivisions approved after [~~enactment of this Chapter~~]January 13, 2021.

Inclusion within a stormwater maintenance district shall be automatic for any new residential or mixed use subdivision in any unincorporated area in New Castle County upon approval of the record plan after [~~the enactment of this Chapter~~]January 13, 2021.

B. Stormwater maintenance districts established in residential or mixed used subdivisions existing on or prior to [~~enactment of this Chapter~~]January 13, 2021.

A maintenance organization responsible for at least one (1) stormwater management facility within a residential or mixed use subdivision established on or prior to [~~enactment of this Chapter~~]January 13, 2021 may…

Sec. 13.01.005. Stormwater maintenance fee assessment. …

F. On or before June 1 of each tax year, the Department shall deliver to the Office of Finance an electronic file containing stormwater maintenance fee and parcel information as specified by the Office of Finance. The annual stormwater maintenance fee shall be levied and collected at the same time and in the same manner as County taxes and other fees and shall be a lien on real property the same as County taxes and other fees and shall be subject to monition as set forth in 9 *Del. C.* §§ 8721-8733[~~8741 *et seq.*~~]

G. The fee shall be included on the County tax bills under the heading "Stormwater Maintenance[~~stormw. maint.~~]". …

Section 3. *New Castle County Code* Chapter 14 ("Finance and Taxation "), Section 14.02.005 ("Collection fees for delinquent taxes, sewer service charges, or code enforcement

fees") is hereby amended by adding the material that is underscored, as set forth below:

Sec. 14.02.005. - Collection fees for delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees.

A. For any monition action commenced by the Office of Law in order to collect delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees, the Office of Finance may assess against the property the following fees, and costs incurred, up to and including the following amounts:

…

B. If the Office of Finance incurs any costs in the collection of delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees that are not wholly covered by the fees outlined in Subsection A., the Office shall levy a charge against the property in the full amount of those costs, plus a fee of twenty-five dollars ($25.00) to cover direct and indirect costs of administration.

C. For any monition action not commenced by the Office of Law in order to collect delinquent taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees, the Office of Finance may assess against the property reasonable attorney's fees and costs, as determined by the Office of Law in consultation with the Office of Finance.

D. In addition to the fees and costs set forth above, all costs or other fees charged by the County Sheriff, the Prothonotary, or by the clerk of any court for the filing, service, satisfaction, or any other activity in a monition action relating to the collection of taxes, sewer service charges, stormwater maintenance fees, or code enforcement fees may be assessed against the property.

Section 4. *New Castle County Code* Chapter 14 ("Finance and Taxation "), Article 3 ("Refunds and Credits of Taxes or Sewer Service Charges Paid Through Error") is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

ARTICLE 3. - REFUNDS AND CREDITS OF TAXES, [~~OR~~] SEWER SERVICE CHARGES, CODE ENFORCEMENT FEES, OR STORMWATER MAINTENANCE FEES PAID THROUGH ERROR

Sec. 14.03.001. - Authority to approve.

The Chief Financial Officer is hereby authorized to approve all applications for refunds of taxes, [~~and~~] sewer service charges, code enforcement fees, and stormwater maintenance fees paid in error that meet the following criteria:

A. The person claiming a refund shall have filed, in a form acceptable to the Office of Finance, a written application stating the amount of the payment of the taxes, [~~or~~]–sewer service

charges, code enforcement fees, or stormwater maintenance fees, the person by whom the payment was made, the date of the payment, and the reason why it is believed that the payment was made in error.

B. The applicant shall have attached to the application a copy of the front and back of the canceled check(s) used to pay the taxes, [~~or~~] sewer service charges, code enforcement fees, or stormwater maintenance fees, or whatever evidence that the Chief Financial Officer may require in corroboration of the applicant's entitlement to a refund. …

Sec. 14.03.002. - Limitations. …

B. The Chief Financial Officer shall not, without the express approval of County Council by resolution, refund any payment of taxes, [~~or~~] sewer service charges, code enforcement fees, or stormwater maintenance fees to any person who then owes any delinquent taxes, [~~or~~] sewer service charges, code enforcement fees, or stormwater maintenance fees to the County. …

Sec. 14.03.005. - Interest on refunds and credits.

Except as otherwise provided in this Article, no interest shall be paid on any refund of taxes, [~~or~~] sewer service charges, code enforcement fees, or stormwater maintenance fees paid in error. Interest shall accrue on any tax credit arising under this Article in accordance with Subsection 14.03.003.B. …

Sec. 14.03.007. - Penalty for false claims for refunds.

Any person who knowingly, willfully, or fraudulently asserts a claim under this Article for a refund of taxes, [~~or~~] sewer service charges, code enforcement fees, or stormwater maintenance fees paid in error shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to punishment under Section 1.01.009.

Section 5. *New Castle County Code* Chapter 14 ("Finance and Taxation "), Article 6 ("Exemption From Real Property Taxation") is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 14.06.302. – Qualifications for and amount of elderly exemption.

A. …

1. *Qualifications.* Every resident who is sixty-five (65) or more years of age and who has reached that age prior to July 1 st of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption as set forth in Subsection B. provided his or her income does not exceed fifty thousand dollars ($50,000.00) per year or, in the case of a married couple the combined income of the two (2) of them does not exceed fifty thousand dollars ($50,000.00) per year. No application under this Subsection shall be

approved unless, at the time of the approval thereof, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full. …

B. …

1. *Qualifications.* Every resident who is sixty-five (65) or more years of age and who has reached that age prior to July 1 st of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption as set forth in Subsection 2. provided his or her income does not exceed fifty thousand dollars ($50,000.00) per year, or in the case of a married couple the combined income of the two (2) of them does not exceed fifty thousand dollars ($50,000.00) per year; and further provided that the assessed value of the property does not exceed one hundred twenty-five thousand dollars ($125,000.00). For those whose assessed property value exceeds one hundred twenty-five thousand dollars ($125,000.00), the State senior property tax exemption for those with incomes not in excess of three thousand dollars ($3,000.00) shall apply. No application under this Subsection shall be approved unless, at the time of the approval thereof, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full. …

3. No application under this Subsection shall be approved unless, at the time of the approval thereof, all taxes and sewer service charges then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and making monthly payments of any tax, [~~or~~] sewer service charges, and stormwater maintenance fees due to or collectible by New Castle County as determined by the Office of Finance at the time of the application.

C. …

3. No application under Subsection C. shall be approved unless, at the time of such approval, all taxes, [~~and~~] sewer service charges, or stormwater maintenance fees then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and timely making monthly payments of any and all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees due to or collectible by New Castle County, as determined by the Office of Finance.

Sec. 14.06.303. – Qualifications for and amount of disability exemption.

A. …

1. *Qualifications.* Every resident who is disabled, as defined by Section 14.06.301, and who has become disabled prior to July 1 st of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption from all real property taxes, exclusive of any local light and ditch taxes, to an assessed value not exceeding forty

thousand dollars ($40,000.00), providing his or her income does not exceed forty thousand dollars ($40,000.00) per year or, in the case of a married couple, the combined income of the two (2) of them does not exceed forty thousand ($40,000.00) per year. No application under this Subsection or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full.

B. …

1. *Qualifications.* Every resident who is disabled, as defined by Section 14.06.301, and who has become disabled prior to July 1 st of the fiscal year for which the exemption is sought and who or whose spouse resides in a house owned by him or her that is his or her principal residence shall be entitled to an exemption from all real property taxes, exclusive of any local light and ditch taxes, to an assessed value not exceeding thirty-two thousand dollars ($32,000.00), provided his or her income does not exceed fifty thousand dollars ($50,000.00) per year or, in the case of a married couple the combined income of the two (2) of them does not exceed fifty thousand dollars ($50,000.00) per year. No application under this Section or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full.
…

3. No application under this Subsection or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and making monthly payments of any tax, [~~or~~] sewer service charges, or stormwater maintenance fees due to or collectible by New Castle County as determined by the Office of Finance at the time of the application.

C. …

3. No application under Subsection C. or Section 14.06.304 shall be approved unless, at the time of the approval thereof, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County have been paid in full, or the applicant is actively enrolled and timely making monthly payments of any tax, [~~or~~] sewer service charges, or stormwater maintenance fees due to or collectible by New Castle County, as determined by the Office of Finance.

Section 6. *New Castle County Code* Chapter 14 (“Finance and Taxation ”), Article 12 (“Tax Exemption Program For Historic Properties”) is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 14.12.003. – Procedures of the tax exemption program for preservation, restoration and/or rehabilitation of historic properties.

A. …

11. No application under this Section shall be approved unless, at the time of approval thereof ~~is being considered~~, all taxes, [~~and~~] sewer service charges, and stormwater maintenance fees then due to or collectible by New Castle County from the Applicant have been paid in full.

Section 7. This Ordinance shall become effective 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
of New Castle County

SYNOPSIS: This Ordinance, if approved, amends Chapter 13 to reflect the proper *Delaware Code* provision, updates how stormwater maintenance fees will appear on the tax bill, and amends Chapters 6 and 14 of the *New Castle County Code* to address stormwater maintenance fees in the same manner as taxes and sewer service charges are addressed throughout Chapters 6 and 14. Additionally, this Ordinance, for consistency purposes, amends *New Castle County Code* Chapter 14 to allow for refunds for overpayment of Code Enforcement fees.

FISCAL NOTE: There will be no discernible fiscal impact as a result of adopting this Ordinance.

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

ORDINANCE NO. 23-102

AMEND THE FY2024 APPROVED OPERATING BUDGET: TRANSFER FUNDS FROM THE GRANTS AND FIXED CHARGES BUDGET LINE ITEM OF COUNTY COUNCIL TO THE SALARIES AND WAGES, EMPLOYEE BENEFITS AND MATERIALS AND SUPPLIES BUDGET LINE ITEMS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY COMMUNICATIONS AND TO THE CONTRACTUAL SERVICES BUDGET LINE ITEM FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING

WHEREAS, the Department of Public Safety, Division of Communication provides New Castle County with a computer aided emergency communications center that is easily accessible to all residents and is responsive to all emergency 911 and non-emergency call requests for police, fire, and emergency medical services, regardless of callers' location; and

WHEREAS, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

WHEREAS, County Council would like to contribute $5,000 to enable the Department of Public Safety, Division of Emergency Communications to continue its successful community outreach program by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants; and

WHEREAS, successful completion of the training program will assist future, interested job applicants who apply for 911 system positions in meeting minimum and/or preferred qualifications during the application process; and

WHEREAS, the Department of Community Services, Division provides Community Cleanup efforts to areas in need in New Castle County; and

WHEREAS, County Council has budgeted funding available in the Grants and Fixed Charges Budget Line Item; and

WHEREAS, County Council would like to contribute $5,000 to enable the Department of Community Services, Division of Community Development and Housing to continue its successful Community Cleanup efforts to areas in need in New Castle County; and

WHEREAS, the revenue measures heretofore adopted by the County Council, together with any General Fund Tax Stabilization Reserves are, in the opinion of the County Executive, estimated to yield sums at least sufficient to balance the proposed expenditures as set forth in the Annual Operating Budget as hereinafter amended.

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

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2023 is hereby amended by deleting the material bracketed and stricken and adding the material underscored on the attached Exhibit "A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2023 and shall be effective as though incorporated initially in the Annual Operating Budget.

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 transfer $5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Public Safety – Salaries and Wages, Employee Benefits and Materials and Supplies Budget Line Items to enable the Department of Public Safety, Division of Emergency Communications to reach out to the community by offering a training course and certification as an Emergency Telecommunicator for up to twenty-five participants. This Ordinance, if approved, will also transfer $5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Community Services – Contractual Services Budget Line Item to enable the Department of Community Services, Division of Community Development and Housing to provide Community Cleanup efforts to areas in need in New Castle County. This legislation will result in no increase to the FY2024 Approved Operating Budget as the legislation is a transfer of funds between departments.

FISCAL NOTE: This Ordinance, if approved, will transfer $5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Public Safety – Salaries and Wages, Employee Benefits and Materials and Supplies Budget Line Items and transfer $5,000 from the County Council – Grants and Fixed Charges Budget Line Item to the Department of Community Services – Contractual Services Budget Line Item.

This legislation will reduce the FY2024 Approved Operating Budget for County Council by $10,000 and increase the Department of Public Safety by $5,000 and increase the Department of Community Services by $5,000. This legislation will result in no increase to the FY2024 Approved Operating Budget as the legislation is a transfer of funds between departments. There is no fiscal impact for FY2024 or FY2025.

COUNTY COUNCIL				
Salaries and Wages			$	2,428,665
Benefits				1,428,590
Training and Civic Affairs				70,888
Communication and Utilities				17,849
Materials and Supplies				61,042
Contractual Services				253,148
Equipment				1,600
Grants and Fixed Charges		~~441,482~~		431,482
Operating Transfer Charges				161,959
Total		***~~4,865,223~~***	***$***	***4,855,223***
Total Authorized Full-Time Positions	***35***			
COUNTY EXECUTIVE				
Salaries and Wages			$	1,777,524
Benefits				1,045,578
Training and Civic Affairs				31,904
Communication and Utilities				15,698
Materials and Supplies				22,236
Contractual Services				148,565
Equipment				1,000
Grants and Fixed Charges				43,000
Contingency				55,000
Operating Transfer Charges				82,016
Total			***$***	***3,222,521***
Total Authorized Full-Time Positions	***15***			
DEPARTMENT OF ADMINISTRATION				
Salaries and Wages			$	12,223,612
Benefits				7,092,525
Training and Civic Affairs				130,625
Communication and Utilities				8,273,491
Materials and Supplies				158,147
Contractual Services				6,793,141
Equipment				389,900
Grants and Fixed Charges				3,932,350
Operating Transfer Charges				1,163,161
Operating Transfer Credits				(12,098,321)
Total			***$***	***28,058,631***
Total Authorized Full-Time Positions	***167***			

DEPARTMENT OF PUBLIC WORKS				
Salaries and Wages			$	24,594,391
Benefits				14,346,471
Training and Civic Affairs				42,945
Communication and Utilities				24,785,917
Materials and Supplies				4,524,681
Contractual Services				10,366,975
Equipment				483,333
Grants and Fixed Charges				1,193,757
Land and Structures				35,000
Operating Transfer Charges				4,843,006
Operating Transfer Credits				(7,438,785)
Total			***$***	***77,777,691***
Total Authorized Full-Time Positions	***384***			
DEPARTMENT OF LAND USE				
Salaries and Wages			$	8,375,178
Benefits				4,899,879
Training and Civic Affairs				68,665
Communication and Utilities				111,017
Materials and Supplies				113,127
Contractual Services				1,541,973
Equipment				55,175
Grants and Fixed Charges				56,500
Operating Transfer Charges				1,136,835
Operating Transfer Credits				(803,217)
Total			***$***	***15,555,132***
Total Authorized Full-Time Positions	***118***			
DEPARTMENT OF COMMUNITY SERVICES				
Salaries and Wages			$	11,754,322
Benefits				5,318,947
Training and Civic Affairs				18,560
Communication and Utilities				935,330
Materials and Supplies				1,383,163
Contractual Services		~~2,348,236~~		2,353,236
Equipment				18,900
Grants and Fixed Charges				3,110,149
Operating Transfer Charges				1,230,637
Operating Transfer Credits				(190,829)
Total		***~~25,927,415~~***	***$***	***25,932,415***
Total Authorized Full-Time Positions	***160***			

DEPARTMENT OF PUBLIC SAFETY			
Salaries and Wages		~~67,198,478~~	$ 67,200,807
Benefits		~~39,138,665~~	39,140,036
Training and Civic Affairs			178,869
Communication and Utilities			1,010,888
Materials and Supplies		~~1,039,511~~	1,040,811
Contractual Services			2,128,206
Equipment			1,471,072
Grants and Fixed Charges			6,492,175
Operating Transfer Charges			7,298,634
Total		***~~125,956,498~~***	***$ 125,961,498***
Total Authorized Full-Time Positions	***711***		
REGISTER OF WILLS			
Salaries and Wages			$ 1,081,015
Benefits			616,908
Training and Civic Affairs			35,275
Communication and Utilities			12,374
Materials and Supplies			10,625
Contractual Services			62,668
Equipment			1,950
Operating Transfer Charges			85,180
Total			***$ 1,905,995***
Total Authorized Full-Time Positions	***19***		

RECORDER OF DEEDS			
Salaries and Wages		$	1,263,001
Benefits			730,446
Training and Civic Affairs			43,170
Communication and Utilities			33,977
Materials and Supplies			12,398
Contractual Services			79,718
Equipment			6,150
Grants and Fixed Charges			18,350
Operating Transfer Charges			148,002
Total		$	***2,335,212***
Total Authorized Full-Time Positions	***24***		
SHERIFF			
Salaries and Wages		$	1,260,692
Benefits			737,678
Training and Civic Affairs			29,452
Communication and Utilities			16,189
Materials and Supplies			21,259
Contractual Services			55,999
Equipment			5,000
Operating Transfer Charges			144,938
Total		***$***	***2,271,207***
Total Authorized Full-Time Positions	***21***		
CLERK OF THE PEACE			
Salaries and Wages		$	474,736
Benefits			279,250
Training and Civic Affairs			14,130
Communication and Utilities			5,168
Materials and Supplies			5,424
Contractual Services			17,568
Equipment Replacement			6,000
Operating Transfer Charges			31,776
Total		***$***	***834,052***
Total Authorized Full-Time Positions	***7***		
DEBT SERVICE			
Debt Service		$	45,540,069
Total		***$***	***45,540,069***
Total Authorized Full-Time Positions			

ETHICS COMMISSION			
Salaries and Wages		$	38,000
Benefits			3,385
Training and Civic Affairs			10,500
Communication and Utilities			1,922
Materials and Supplies			2,450
Contractual Services			290,642
Equipment			500
Operating Transfer Charges			6,699
Total		***$***	***354,098***
Total Authorized Full-Time Positions	***0***		
COUNCIL CONTINGENCY			
Contingency		$	250,000
Total		***$***	***250,000***
Total Authorized Full-Time Positions			
EXECUTIVE CONTINGENCY			
Contingency		$	600,000
Total		***$***	***600,000***
Total Authorized Full-Time Positions			
PERSONNEL CONTINGENCY			
Contingency		$	455,000
Total		***$***	***455,000***
Total Authorized Full-Time Positions			
ATTRITION CONTINGENCY			
Personal Services - Salaries and Wages		$	(4,293,340)
Personal Services - Employee Benefits		$	(2,525,429)
Total		***$***	***(6,818,769)***
Total Authorized Full-Time Positions			
ONE-TIME CONTINGENCY			
Contingency		$	2,332,433
Total		***$***	***2,332,433***

NEW CASTLE COUNTY			
Salaries and Wages	~~128,176,274~~	$	128,178,603
Benefits	~~73,112,893~~		73,114,264
Training and Civic Affairs			674,983
Communication and Utilities			35,219,820
Materials and Supplies	~~7,354,063~~		7,355,363
Contractual Services	~~24,086,839~~		24,091,839
Equipment			2,440,580
Grants and Fixed Charges	~~*15,287,763*~~		15,277,763
Debt Service			45,540,069
Land and Structures			35,000
Contingency			3,692,433
Operating Transfer Charges			16,332,843
Operating Transfer Credits			(20,531,152)
Sub-Total New Castle County		***$***	**331,422,408**
Total Authorized Full-Time Positions ***1,661***			

RESERVE ACCOUNTS AS OF JULY 1, 2023	
Tax Stabilization Reserve Account (Unaudited)	74,583,374
Sewer Rate Stabilization Reserve Account (Unaudited)	10,615,708
General Fund Budget Reserve Account	45,512,418
Sewer Fund Budget Reserve Account	18,872,304
Total Reserves:	**149,583,804**

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

ORDINANCE NO. 23-103

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 26 ("HUMAN RESOURCES"), ARTICLE 3 ("MERIT SYSTEM"), SECTION 26.03.910 ("RETIREE HEALTH CARE INSURANCE")

WHEREAS, Article 3 of Section 910 of the *New Castle County Code* addresses health care coverage for County retirees; and

WHEREAS, on May 26, 2021, the Public Employment Relations Board Certified the creation of a new bargaining unit for New Castle County Police Officers in the ranks of Captains, Majors and Lt. Colonel; and

WHEREAS, on January 24, 2023, County Council passed Resolution 23-019 authorizing the County Executive to sign the collective bargaining agreement with Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors & Lieutenant Colonel ("FOP Lodge 5"); and

WHEREAS, consistent with the authority granted by Section 26.01.020 of the *New Castle County Code* to bargain over terms and conditions of employment, the collective bargaining agreement between the County and FOP Lodge 5 includes a provision for retiree health insurance that differs from Section 26.03.910 ("Retiree Health Care Insurance") of the *New Castle County Code;* ; and

WHEREAS, it is desirable to amend Section 26.03.910 to eliminate the inconsistency with the terms of the collective bargaining agreement; and

WHEREAS, at its meeting of July 6, 2023, the Human Resources Advisory Board recommended approval of the proposed amendment to Article 3 of Chapter 26, of the *New Castle County Code*.

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

Section 1. *New Castle County Code* Chapter 26 ("Human Resources"), Article 3 ("Merit System"), Section 26.03.910.B and 26.03.910.E ("Retiree Health Care Insurance") is hereby amended by adding the following material that is underscored and by deleting the material that is bracketed and stricken as set forth below:

B. For employees hired before June 30, 2011, health coverage to be provided by New Castle County shall be as follows:

1. Except as qualified below, the County agrees to assume the full cost of providing Cooperative 80 individual coverage under the Blue Cross/Blue Shield Plan, or the carrier providing equivalent coverage, for those employees retiring on or after July 1, 1973, but before April 1, 1997, who are not eligible for Medicare.

   For those employees retiring on or after April 1, 1997 (who are not eligible for Medicare), the County agrees to assume the full cost of

providing Cooperative 80 individual coverage under the Blue Cross/Blue Shield Plan, or the carrier providing equivalent coverage. Further, the County agrees to issue health insurance credits as outlined below:

Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through New Castle County) for the retiree's spouse/domestic partner. The value of the monthly credit will be the product of ten dollars ($10.00) times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be three hundred dollars ($300.00) regardless of service in excess of thirty (30) years. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

Regardless of the date of retirement, when a retiree or his or her spouse/domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse/domestic partner with Standard Medicfil coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/domestic partner.

For those retirees who retire from the position of Chief of Police~~, Major or Captain,~~ said retiree will receive Blue Cross/Blue Shield Cooperative 80 as long as such coverage is available from Blue Cross/Blue Shield. A Chief of Police~~, Major or Captain~~ retiree will have the option to purchase, at the prevailing additional expense, Blue Cross/Blue Shield Cooperative 100 coverage as long as such coverage is available from Blue Cross/Blue Shield. Should such coverage no longer be offered by Blue Cross/Blue Shield, Chief of Police~~, Major and Captain~~ retirees shall receive an equivalent thereto.

2. Optional coverage for retiree’s dependent(s) is provided at cost to the retiree for dependents.

E. Further, the County agrees to issue health insurance credits as outlined below for retirees hired after June 30, 2011:

Each month, the retiree shall be issued a health insurance credit to be used exclusively to purchase health insurance coverage (through New Castle County) for the retiree's spouse/domestic partner. The value of the monthly credit will be the product of ten dollars ($10.00) times the number of years of credited service. The maximum value of the monthly health insurance credit for each retiree shall be three hundred dollars ($300.00) regardless of service in excess of thirty (30) years. Credits cannot be banked for future use.

If the cost of the health insurance program selected by the retiree exceeds the amount of the individual retiree's health insurance credit, the retiree will be responsible to contribute the difference. In the event other coverage is available for the spouse/domestic partner, the County will be considered the secondary provider of insurance under coordination of benefits.

Regardless of the date of retirement, when a retiree or his or her spouse/domestic partner becomes eligible for Medicare, the County's insurance will cease. Upon verification of enrollment in Medicare Parts A and B, the County will pay the full cost of providing the retiree and his or her spouse/domestic partner with Standard Medicfil coverage or its equivalent insurance. In the event of the retiree's death, the County will not assume the cost of providing coverage for the surviving spouse/domestic partner.

For those retirees who retire from the position of Chief of Police~~, major or captain,~~ said retiree will receive Blue Cross/Blue Shield Cooperative 80 as long as such coverage is available from Blue Cross/Blue Shield. A Chief of Police~~, major or captain~~ retiree will have the option to purchase, at the prevailing additional expense, Blue Cross/Blue Shield Cooperative 100 coverage as long as such coverage is available from Blue Cross/Blue Shield. Should such coverage no longer be offered by Blue Cross/Blue Shield, Chief of Police~~, major and captain~~ retirees shall receive an equivalent thereto.

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, if approved, will modify *New Castle County Code* Section 26.03.910.B and 26.03.910.E "Retiree Health Care Insurance" to eliminate an inconsistency with the collective bargaining agreement with Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors & Lieutenant Colonel.

FISCAL NOTE: This Ordinance, if approved, will have no discernible fiscal impact.

WHEREAS, Section Sec. 26.01.008 of the New Castle County Merit System provides that the Chief Human Resources Officer may submit for recommendation to the Human Resources Advisory Board any proposed amendment to Articles 1, 2 and 3 of Chapter 26 prior to introduction of the ordinance; and

WHEREAS, Section 26.01.008 further provides that the Human Resources Advisory Board shall render its recommendation to the Chief Human Resources Officer within thirty (30) calendar days of referral to the Board; and

WHEREAS, Section 26.01.008 requires that the Chief Human Resources Officer shall attach the Human Resources Advisory Board`s recommendation to the ordinance if submitted to County Council for introduction.

Now therefore, on July 6, 2023, the Human Resources Advisory Board voted to recommend the amendments to Section 26.03.910.B and 26.03.910.E "Retiree Health Care Insurance" to eliminate an inconsistency with the collective bargaining agreement between New Castle County and Fraternal Order of Police, New Castle County Lodge No. 5 Captains, Majors & Lieutenant Colonel as set forth in the attached.

Valencia Beaty Brown

Valencia Beaty Brown, Esq. July 6, 2023
Human Resources Advisory Board Chair

Introduced by: Mr. Carter
Date of introduction: July 25, 2023

ORDINANCE NO. 23-105

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 13 ("STORMWATER MAINTENANCE DISTRICTS") REGARDING STORMWATER MAINTENANCE AND WHISPERING WOODS COMMUNITY

WHEREAS, stormwater is an important water resource which supports, among other things, groundwater recharge for drinking water supplies and base-flow of streams; and

WHEREAS, the requirements of the United States Environmental Protection Agency and the Delaware Department of Natural Resources and Environmental Control demand a comprehensive approach to stormwater management by New Castle County; and

WHEREAS, the federal regulations and Delaware state regulations require the County to implement and fund a program of stormwater controls that address discharges from the County's regulated stormwater flows to local water bodies; and

WHEREAS, inadequate management of stormwater runoff throughout a watershed can increase flood depths and velocities, contribute to erosion and sediment, overtax the carrying capacity of existing streams and storm sewers, greatly increase the cost of public facilities to convey and manage stormwater, undermine floodplain management and flood reduction efforts in upstream and downstream communities, reduce groundwater recharge, and impact other related water resource needs and threaten public health and safety; and

WHEREAS, in order to establish, operate, enhance, and maintain an effective and efficient stormwater management, ensure the continued effective operation of the system through installation and best management practices, and to provide other services such as appropriate inspections, asset management, and regulatory oversight associated with stormwater and watershed management, sufficient and stable funding is required to fund these public services; and

WHEREAS, given the above, New Castle County Council determined it to be in the best interests of the County and its residents to create stormwater maintenance districts to accomplish the above and, thereby, promote more attractive, safer, and healthier neighborhoods; and

WHEREAS, in 2021, County Council enacted *New Castle County Code* Chapter 13, Sections 13.01.001 – 13.01.007 (by means of Ordinance No. 21-144), creating stormwater maintenance districts to provide an alternative to and assist property owners who are responsible for performing maintenance of stormwater management facilities within residential and mixed-use subdivisions, and to relieve property owners of the burden of the actual maintenance; and

WHEREAS, Chapter 13 provides that a maintenance organization responsible for a stormwater management facility within a subdivision established prior to enactment thereof may petition to establish a stormwater maintenance district ("SWD"), using forms established by the Public Works Department (the "Department"); moreover, the Department is authorized to determine whether a SWD should be established based on a maintenance organization's compliance with *New Castle County Code* Chapter 12, Article 6 ("Stormwater Management Facility and Watercourse Maintenance"); and

WHEREAS, the stormwater management facility in Whispering Woods falls under the County's jurisdiction, and is, in the opinion of County government, necessary for efficient and economical stormwater management; and

WHEREAS, by way of background, the Whispering Woods maintenance organization timely petitioned the Department for creation of a SWD (between July - September, 2022); the petition (attached hereto) reflects the affirmative vote for inclusion in the SWD program by the Whispering Woods community; and

WHEREAS, the petition includes, among other things, the requisite description of the area incorporated in the proposed SWD, a list of the community members and mailing addresses, applicable parcel numbers, signatures of the community members by parcel, and the individual votes, either yes or no, by community members; and

WHEREAS, the Department supports the petition, which awaits the approval of County Council; and

WHEREAS, if County Council enacts this ordinance, the SWD program will be approved for the Whispering Woods community; subsequent to any approval by County Council, all relevant information evidencing the establishment of the SWV will be recorded with the Office of the Recorder of Deeds; and

WHEREAS, County Council has determined that the provisions of this Ordinance substantially advance and are reasonably and rationally related to legitimate government interests, including, but not limited to, promoting the public health, safety, welfare, and quality of life of the present and future inhabitants of New Castle County, generally, and the Whispering Woods community, in particular.

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

Section 1. *New Castle County Code* Chapter 13 ("Stormwater Maintenance Districts") is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below:

…

Sec. 13.01.008. Stormwater maintenance districts - approved.

A. Following are the Stormwater Maintenance Districts approved by County Council:

1. Whispering Woods.

Section 2. This Ordinance shall become effective 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
of New Castle County

SYNOPSIS: By way of this Ordinance, New Castle County Council approves a Stormwater Maintenance District in the Whispering Woods community.

FISCAL NOTE: There is no discernible fiscal impact with the adoption of this Ordinance.

New Castle County
Stormwater Maintenance District Petition

We the members of **Whispering Woods** ("Maintenance Organization") hereby submit this petition to New Castle County for acceptance in the Stormwater Maintenance District Program.

The Maintenance Organization is responsible for the following stormwater management facility(ies):

Stormwater Management Facilities 1, 2, and 3

We the members of the Maintenance Organization are fully aware of our rights and responsibilities pursuant to *New Castle County Code* Chapter 13 and *Delaware Code* Title 9, Chapter 34. In summary New Castle County will determine the annual cost of maintaining the stormwater management facility(ies) which will be divided equally and billed to each member of the Maintenance Organization on the New Castle County tax bill as the "Stormwater Maintenance Fee".

The initial Stormwater Maintenance Fee to maintain the above listed facility(ies) will be **$130.84/lot** for Year 1 and **$92.23** for Year 2. The fee for Year 1 and Year 2 totaling **$34,365.15**, will be paid in full by the Whispering Woods Maintenance Organization. Subsequent years' fees will be divided by lot and will be billed to each member. Subsequent or future rates shall be at the discretion of the County based on its' cost to maintain the identified facilities and the associated administrative cost.

The initial Stormwater Maintenance fee is based on maintaining the stormwater management facility beginning on January 1st after the Petition has been accepted by the Department and approved by County Council. The initial stormwater maintenance fee will cover maintenance cost of the facility for approximately 18 months because the tax bill is not due until September. Please note that maintenance costs are typically lower in the winter.

A Maintenance Organization is not permitted to unenroll from the Stormwater Maintenance District Program.

My **yes vote** below is for the Maintenance Organization **to enroll** into the Stormwater Maintenance District Program.

My **no vote** below is for the Maintenance Organization **not to enroll** into the Stormwater Maintenance District Program.

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
DAVID + PATRICIA PEARSALL	1301224015 450 Contemplation	450 Contemplation MIDDLETOWN DE 576-242-3166	YES	
Harry & Ellen Stanton	338 Tranquility Way 1301222019	302 584 5561 338 Tranquility Way Middletown DE	YES	L. Stanton
Dr. Christian & Elizabeth Miller	324 Tranquility 1301222012	908-797-4167 324 Tranquility Way Middletown DE	yes	Elizabeth Kim Miller
SUSAN & Ralph Tuthill	358 Tranquility Way 1301222074	631-678-8855 358 Tranquility Way Middletown, DE 19709	YES	Susan Tuthill
Celestino + JEAN MARROCCO	561 Contemplation Middletown WAY DE 19709 1301224030	(908) 902-0827 561 Contemplation Way Middletown DE 19709	YES	C Marrocco
DAWN & Bob Wilson	1405 Whispering Woods Rd. 1301222056	302-332-9976 1405 Whispering Woods Middletown DE 19709	Yes	Robert A. Wilson

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Raymond Baur	435 Contemplation Way 1301224024	610-955-1177 435 Contemplation Way Middletown DE 19709	yes	Edilene Baur
Diane Lancaster	526 Contemplation WAY 1301224054	617-945-3824 526 Contemplation Way Middletown DE 19709	YES	Diane Lancaster
Cecilia Strecker	1455 Whispering Woods 1301222093	302-998-1094 1455 Whispering Woods Middletown DE 19709	yes	Cecilia Strecker
Linda Schwarz	1447 Whispering Woods 1301222090	703-477-7720 1447 Whispering Woods Rd Middletown DE 19709	Yes	
BARRY DEARDORFF	1326 Whispering Woods Rd. 1301222006	302 545 5835 1326 Whispering Woods Rd Middletown DE 19709	YES	
Joy Steel	356 Tranquility Way Middletown, DE 1301222073	434-409-5788 356 Tranquility Way Middletown DE 19709	Yes	

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Debbie Cycyk	1409 Whispering Woods Rd. 1301222058	443-907-7400 1409 Whispering Woods Rd Middletown, DE 19709	Yes	Debbie Cycyk
CLAUDIA KELLIEHAN	336 ~~TRANQUI~~ TRANQUILITY WAY 1301222018	302 784-9421 336 TRANQUILITY WAY 19709	YES	Claudia V. Kelliehan
LOUISE TIHALMANN	326 TRANQUILITY WAY 19709 1301222013	326 TRANQUILITY WAY Middletown DE 19709 610-304-3072	YES	Louise Tihalmann
Michael McGuire	1482 Whistling Woods Road 1301222080	1482 Whistling Woods Road Middletown DE 610-209-3845 19709	Yes	Michael McGuire
STANLEY BLAIR	506 Contemplation Way 1301224059	506 Contemplation Way Middletown DE 19709 6094322340	Yes	Stanley Blair
DUONG NGUYEN LAN NGUYEN	355 Tranquility Way, M. DE 19709 1301222054	355 Tranquility Way Middletown DE 19709 610-763-5215 1184-269-7568	Yes	

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Donna Kuczmarski	1301 222 113 1499 Whispering Wood Rd Middletown DE	3025980795 1499 Whispering Wood Rd Middletown	Yes	Donna M Kuczmarski
PAUL CANNON	114 SERENITY CIRCLE 1301 222 001	(302) 603-2799 114 SERENITY CIRCLE Middletown DE 19709	YES	Paul Cannon
KATHLEEN NEWMAN	346 Tranquility Way 1301 222 023	484-802-1777 346 Tranquility Way Middletown DE 19709	Yes	Kathleen Newman
John D. Nielsen	1479 Whispering Woods Rd 1301 222 104	808-220-2222 1479 Whispering Woods Rd Middletown DE 19709	Yes	
SUE TANZLER	1403 whispering woods RD 1301 222 055	267-918-1272 1403 WHISPERING WOODS MIDDLETOWN DE 19709	YES!	Sue Tanzler
Ed Blomquist	517 Contemplation Way 1301 224 041	856-237-6869 ~~Blomquist 350@ Comcast~~ 517 Contemplation Way Middletown DE 19709	Yes	

New Castle County Stormwater Petition
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Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
John Mann	1301 224 026 445 Contemplation Way	302-242-3216 445 Contemplation Way Middletown, De 19709	Yes	
Mark Youssi	1301 224 010 424 Contemplation Way	484-746-9076 424 Contemplation Way Middletown DE — SAME 19709	YES	
Deborah Saridaki	1301 224 025 441 Contemplation Way	732-208-2962 441 Contemplation Way Middletown, DE 19709	Yes	
STEVE MORROW	1301 224 028 453 CONTEMPLATION WAY	(914)420-8942 453 Contemplation Way SAME ADDRESS Middletown DE 19709	YES	
LINDA SHAW	1301 222 086 1494 whispering Woods Rd	908-507-2344 1494 whispering Woods Rd Middletown, DE 19709	YES	
ANDREW RIDDAGH	1301 222 026 309 TRANQUILITY WAY	610-322-5040 309 TRANQUILITY WAY MIDDLETOWN DE 19709	YES	

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
DAVID WARREN	307 TRANQUILITY WAY 1301222027	843-368-0046 307 Tranquility Way Middletown DE 19709	YES	DanWarren
Sharon Bryskun	427 Contemplation Day 1301224022 139 LOT	427 Contemplation Way middletown DE 19703 267-300-7008	yes	Sharon Bryskun
Craig Vazquez	314 TRANQUILITY WAY 1301222007	610-299-0746 314 TRANQUILITY WAY Middletown DE 19709	Yes	Craig
Diane Geddes	Lot 80 1427 W.W Rd. 1301222067	610-299-4339 1427 W.W. Rd. Middletown, De	Yes	Diane Geddes
Bonnie J TREFETHER	LOT#95 1301222103 1477 whispering woods	410602.0763 1477 whispering woods Middletown DE 19707	Yes	Bonnie J Trefether
MARY ANNE FONTANA	1301224042 LOT #110 566 Contemplation Way	908-415-8812 566 CONTEMPLATION Middletown DE	Yes	MaryAnne Fontana

New Castle County Stormwater Petition
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Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
MATTHEW MONGARO	525 CONTEMPLATION WAY 1301224040 LOT 125	609 929 1432 525 CONTEMPLATION WAY Middletown DE 19709	YES	
Allen Brooks	1488 Whispering Woods RD 1301222083	1488 Whispering Woods Middletown DE 19709 brooks666@yahoo.com	yes	
Qiang Xu	1475 whispering woods Rd 1301222102	928-8909857 qiangz@hotmail.com 1475 Whispering wood Rd	yes	
DON BURKHOLDER	1492 WHISPERING WOODS RD 1301222085	302 8242835 SAME 1492 Whispering Wood Rd Middletown DE 19709	YES	
David Crosswell	553 Contemplation way 1301224032	302-743-3415 553 Contemplation Way Middletown DE 19709	YES	
ROBERT DOMINICK	818 REFLECTION CT MIDDLETOWN DE 19709 1301224017	302.593.9031 818 REFLECTION COURT MIDDLETOWN DE 19709	YES	

New Castle County Stormwater Petition
Updated June 29, 2022

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Anthony CASSANO	549 Contemplation Way 1301224033	302 378 4858 549 contemplation way middletown, DE 19709	yes	Anthony Cassano
David Stacy	1451 Whispering Woods Road 1301222091	612-366-2155 1451 Whispering Woods Rd Middletown DE 19709	yes	D Stacy
Judi Perrini	509 Contemplation Way 1301224029	973-722-7285 509 Contemplation Way Middletown DE 19709	yes	J. Perrini
Sant Galarza	335 Tranquility Way 1301222036	732-768-5964 335 Tranquility Way Middletown DE 19709	yes	Santa Galarza
FRANCES ALBANESE	1428 WHISPERING WOODS RD. 1301222048	302-518-0877 1428 Whispering Woods Rd Middletown DE 19709	YES	Frances Albanese
Edward Skirel	1485 Whispering Woods Rd 1301222107	302-357-0096 1485 Whispering Woods Rd Middletown DE 19709	yes	Edward Skirel

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Gail M Mason	1417 Whispering Woods Rd. Middletown, DE 19709 1301222062	302 528 1231 1417 whispering Woods Rd Middletown, DE 19709	Yes	Gail M Mason
Susan Y Strachen	414 Contemplation Way Middletown DE 19709 #168 1301224604	414 Contemplation Way Middletown DE 19709 4107072536	Yes	
Peter Bzik	1300744010 102 Serenity Circle Wispering Woods, Middletown, DE 19709	609-892-8368 102 Serenity Circle Middletown, DE 19709	Yes	Peter Bzik
KATHY WRIGHT	1301222057 1407 WHISPERING WOODS RD. MIDDLETOWN DE 19709	3025400792 1407 WHISPERING WOODS RD MIDDLETOWN DE 19709	YES	Kathy Wright
LAURA OWEN	1301222059 1411 WHISPERING WOODS RD MIDDLETOWN DE 19709	856 313 5753 1411 WHISPERING WOODS RD MIDDLETOWN DE 19709	YES	Laura A. Owen
Robert J. Seibold	1497 Whispering Woods Middletown DE 19709 Lot 108 ~~1301222112~~	1497 Whispering Woods Rd, 19709 970-260-5472	Yes	

New Castle County Stormwater Petition
Updated June 29, 2022

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Kathy Montagna	432 Contemplation Way 1301224012	914 268-7012 432 Contemplation Way Middletown DE 19709	Yes	Kathy Montagna
William Armitage	816 Reflection Ct 1301224016	860 912 0807 816 Reflection Ct Middletown, DE 19709	Yes	
DONALD SCHUCK	1418 WISPERING WOOD ROAD 1301222043	856-375-3469 1418 Whispering Woods Rd Middletown DE 19709	YES	
PAULA ROSS	560 Contemplation Way 1301224045	302 753-6418 560 Contemplation Way Middletown, DE 19709	yes	Paula Ross
ARTHUR WILLIAMS	329 TRANQUILITY 1301222033 Arthur Williams	302-828-2590 329 TRANQUILITY WAY Middletown DE 19709	yes	Arthur Williams
Rebecca D. Olson	1301222064 1421 Whispering Woods Rd.	302-494-8245 1421 Whispering Woods Rd. Middletown, DE. 19709	yes	Rebecca D Olson

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Kelvin, Bruce	1301222061 1415 W.W. Rd	843-540-3065 1415 Whispering Woods Rd. Middletown DE 19709	YES	
DERK, Richard	1301222082 1484 WW Rd	757903-8859 1484 WW Rd Middletown DE 19709	YES	
Davies Mary + Bob	1471 Whisper Woods 1301222101	207701-1183 WW RD 1471 Middletown DE 19709	yes	
Ed Figueroa	410 Contemplation Way 1301224003	410 Contemplation Way Middletown DE 19709 215 983-0906	Yes	
Gregory Symes	1300744006 112 Serenity Circle	302300-0858 112 Serenity Cir. Middletown DE 19709	YES	
Heather Wray	110 Serenity Circle 1300744005	4434666086 110 Serenity Circle Middletown DE 19709	yes	

New Castle County Stormwater Petition
Updated June 29, 2022

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
Joanne Tipping	535 Contemplation Way 1301224037	267-279-0161 535 Contemplation Way Middletown DE 19709	No	Joanne Tipping
STAN + DONNA COOLEY	512 CONTEMPLATION WAY MIDDLETOWN 1301224062	240 765-5210 512 Contemplation Way Middletown DE	YES	Stanley Cooley
JOHN + IVY LAIRD	522 CONTEMPLATION WAY 1301224055	302-893-1363 522 Contemplation Way Middletown DE	YES	John Laird
SANDY JONES	1301224043 564 CONTEMPLATION WAY	564 CONTEMPLATION WAY 917-714-9174 MIDDLETOWN DE 19709	YES	Sandra Jones
Ted Lee	337 Tranquility Way. 1301222037	302-766-3441 337 Tranquility Way Middletown DE 19709 LEENEWS9658@comcast.net	Yes	Ted Lee
Karen Gretsuk	1301222042 1416 Whispering Woods Rd	908-347-6458 1416 Whispering Woods Rd Middletown DE 19709	Yes	Karen Gretsuk

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
MATTHEW Jack	529 Contemplation Way. 1301224039	732 979 5446 529 Contemplation Way Middletown De 19709	YES	MCJack
JOAN TAYLOR	342 TRANQUILITY WAY 1301222021 MIDDLETOWN, DE 19709	342 TRANQUILITY WAY MIDDLETOWN, DE 19709 610-331-4530	YES	Joan Taylor
Christina Watson	1301222041 1414 Whispering WOODS ROAD middletown DE 1970	302-547-6676 1414 Whispering Woods Road Middletown, DE 19709	YES	Christina Watson
Cynthia Greenamoyer	305 TRANQUILITY DR WHISPERING WOOD MIDDLETOWN, DE 19709 1301222028	302-588-0238 305 TRANQUILITY DR WHISPERING WOODS MIDDLETOWN, DE, 19709	Yes	Cynthia A. Greenamoyer
Olguidia Jurui	332 Tranquility Way 1301222016	484-343-7311 332 Tranquility Way Middletown De 19709	yes	Olguidia Jurui
Charlene Bell	106 Serenity Circle 1300744012	724-570-0453 106 Serenity Circle Middletown DE 19709	Yes	Charlene Bell

Printed Name	Tax Parcel No. & Address	Daytime Phone Number and mailing address	Yes or No	Signature
WANDA WATSON	1301222060 1413 WHISPERING WOODS RD MIDDLETOWN DE 19709	304 482-1969 1413 WHISPERING WOODS RD MIDDLETOWN DE 19709	YES	
ANGELA WASHINGTON CAROLE WASHINGTON	1301222032 327 TRANQUILITY WAY MIDDLETOWN, DE 19709	610-203-2526 327 TRANQUILITY WAY MIDDLETOWN, DE 19709	YES	
William Bombard Robert Belsher	1301224052 534 Contemplation Way MIDDLETOWN DE 19709	617-970-7629 534 Contemplation Way MIDDLETOWN DE 19709	ABSTAIN	
Tammy Shields Jim	1301224050 544 Contemplation Way Middletown DE 19709	302-983-2568 544 Contemplation Wy Middletown DE 19709	N/O	
Michael Healy Thomas Burkett	1301222076 364 Tranquility Way Middletown, DE 19709	302-540-5569 (M/C) 484-802-3424 (Tom) 364 Tranquility Way Middletown, DE 19709	YES	
LINDA SILVERSTEIN	1301222072 354 Tranquility Way Middletown, DE 19709	908-265-9095 354 Tranquility Way Middletown DE 19709	YES	

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
ALAN SAMITT	807 REFLECTION CT. 1301224057	914-400-5296 807 REFLECTION CT Middletown DE 19709	YES	
DOUG FERGUSON	308 TRANQUILITY WAY 1301222003	713-252-2994 308 TRANQUILITY WAY Middletown DE 19709	YES	Douglas Ferguson
Christine Swietanski	428 Contemplation WAY 1301224011	856 325 0643 428 Contemplation WAY Middletown DE 19709	Yes	Christine Swietanski
Stephanie & Dave Radin	1301224092 406 Contemplation Way	914-373-9242 406 Contemplation Way Middletown DE 19709	YES	
Steven K Martin	1301222106 1483 Whispering Woods Rd	732 597 1873 1483 WHISPERING WOODS RD Middletown DE 19709	Yes.	Steven K. Martin
Lorraine Ile Fede Wolf	1301222100 1469 Whispering Woods Rd	443-553-8131 1469 Whispering Woods Rd Middletown DE 19709	Yes	Lorraine Ile Fede Wolf

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Denis Harrigan	104 Serenity Circle 1300744011	(302) 737-7376 104 Serenity Circle Middletown, De. 19709	Yes	Denis Harrigan
MARGUERITE CROCE	348 TRANQUILITY 1302220 24	727 272 4006 348 Tranquility Way Middletown DE 19709	YES	Marguerite Croce
BERYL ATCHLEY	1412 WHISPERING WOODS RD 1301222040	803-984-8022 1412 whispering Woods Rd Middletown DE 19709	NO	Beryl Atchley
Sally Musick	1301224048 554 Contemplation Way	508-341-0106 554 Contemplation Way Middletown DE 19709	No	Sally Musick
Beth Myers	1301224036 537 Contemplation Way	774 764 8897 537 Contemplation Way Middletown DE 19709	No	Beth Myers
JEANNE CARNEY	1301222034 331 Tranquility Way	862-438-0001 331 Tranquility Way Middletown DE 19709	Yes	Jeanne Carney

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Maryann Ridall	1301222077 366 Tranquility Way	302-828-2139 366 Tranquility Way Middletown DE 19709	No	Maryann Ridall
LINDA SPIRO	1301222066 1425 WHISPERING WOODS RD	302-605-2565 1425 Whispering Wood Rd Middletown DE 19709	YES	Linda Spiro
Scott Ralph	304 TRANQUILITY WAY 1301222005	(302) 521-5705 304 Tranquility Way Middletown DE 19709	YES	Ralph
DOROTHY DONOVAN	340 Tranquility 1301222020	302-293-9801 340 Tranquility Way Middletown DE 19709	Yes	Donovan
Ray Rucier	1301222094 1457 Whispering Woods	215 913.6291 1457 Whispering Wood Rd Middletown DE 19709	Yes	Rucier
Carolyn Thomson	1423 WW 1301222065	443-243-1111 1423 Whispering Woods Rd Middletown DE 19709	yes	C Thomson

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Edward R. McCullough	1301224019 115 Contemplation Way	302-690-8464 (cell) 115 Contemplation Way Middletown DE 19709	YES	Edward R. McCullough
Joseph V Parisi	1301222111 1495 Whispering Woods Rd	302-463-3789 1495 Whispering Woods Rd Middletown DE 19709	YES	Joseph V Parisi
William Filipowski	1301222088 1443 Whispering Woods Rd	630-461-2562 1443 Whispering Woods Middletown DE 19709	YES	W Filipowski
Robert Shumate	1453 Whispering Woods Road 1301222092	302 943 5569 1453 Whispering Woods Middletown DE 19709	Yes	RS
LuLaE Webber mobley	1301222011 322 Tranquility Way	510-484-6448 1453 Whispering Woods Middletown DE 19709	Yes	LMM
Barbara Simmons	1301222031 325 Tranquility Way	(843) 599-3777 325 Tranquility Way Middletown DE 19709	yes	B Simmons

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Thomas KINSLOW	1301224020 419 Contemplation WAY	973-476-3909 419 Contemplation Way Middletown DE 19709	Yes	T K
Linda Tull	1301222087 1441 Whispering Woods Rd	443-350-3993 1441 Whispering Woods Middletown DE 19709	Yes	Linda Tull
Mindy Mifsud	1301224007 416 Contemplation way	518-796-2523 416 Contemplation Way Middletown DE 19709	Yes	Mindy Mifsud
Grady Reynolds	1301222071 352 Tranquility	301466 7722 352 Tranquility Way Middletown DE 19709	Yes	Grady Reynolds
SANDY FASANO	1432 whispering woods Rd 1301222050	410-970-0645 1432 Whispering Woods Rd Middletown DE 19709	YES	Sandy Fasano
Jane Berger	402 Contemplation Way 1301224001	484-432-5088 402 Contemplation Way Middletown DE 19709	yes	Jane Berger

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Janet Garner	1467 W.W. Rd 1301222099	240 688 6473 1462 Whispering Woods Rd Middletown DE 19709	yes	Janet M Garner
Sinina Talley	1300744013 108 Serenity Cir	516-425-2104 PO Box 1402 Bear, DE 19701	yes	
ROBERT FINKLE	1301222004 306 TRANQUILITY WAY	856/261-7746 306 TRANQUILITY WAY MIDDLETOWN, DE 19709	YES	
RYAN D DOUGLAS	316 TRANQUILITY WAY 1301222008	951-543-8773 316 TRANQUILITY WAY MIDDLE TOWN, DE 19709	Yes	
Darlene Woolman	1430 Whispering Woods Rd 1301222049	302-388-2459 1430 Whispering Woods Rd Middletown DE 19709	Yes	Darlene Woolman
ROBERT BRENT CHELLEW	368 Tranquility Way 1301222078	561 400 0396 bclay14 1979 agmail 368 Tranquility Way middletown, DE 19709	Yes	

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Jeffrey • Vida Mann	1301 222084 1490 Whispering Woods Rd	202- 439-2367 1490 Whispering Woods Rd	Yes.	
WARREN MOLZON	502 contemplation 1301 224058	302-376-1063 502. Contemplation Middletown DE 19709	yes	Warren molzon
FRED HUNTHERBY	1431 WHISPERING WOODS RD. 1301 222069	484-680-9055 1431 whispering Woods Rd Middletown DE 19709	Yes	
James Janaitis	1489 Whispering Woods Rd. Middletown, DE 19709 1301 222108	302 828 2217 1489 Whispering Woods Middletown, DE 19709	yes	
Mary Ann Rzucidlo	1420 Whispering Woods Road 1301 222044 Middletown, DE	1420 Whispering Woods Rd Middletown DE 19709 443-309-5365	YES	
Archie W. Potter	531 Contemplation Way 1301 224038 Middletown DE	718.297.3338 531 Contemplation Way Middletown DE 19709	YES	

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Karen Motzel	320 Tranquility 1301222010	609-680-7634 320 Tranquility Way Middletown DE 19709	yes	
ROBERT COAN	1301224034 545 CONTEMPLATION WAY	302-650-5941 545 Contemplation Way Middletown DE 19709	YES	
Craig Edwards	344 Tranquility way 1301 222 022	(917) 658-1587 344 Tranquility way Middletown, DE 19709	YES	
Greg AMBRIELLO	1429 WHISPERING WOODS RD 1301 222 068	410-459-0224 1429 WHISPERING WOODS RD	YES	
BARBARA Reuben	353 TRANQUILITY WAY 1301 22[illegible] 053	484-340-7015 353 Tranquility Way Middletown, DE 19709	Yes	Barbara Reuben
JOE CANNATA	323 TRANQUILITY 1301222039 WAY 1301222030 19709	302-540-1257 323 Tranquility Way ~~SAME~~ Middletown DE 19709	YES	

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Harvey Nimmerichter	1484 Whispering Woods Road 1301222081	302-547-7120 1484 Whispering Woods Road	Yes	Harvey Nimmerichter
Diane Hastings	116 Serenity Drive 1301222002	302 378-7006 116 Serenity Drive	yes	Diane Hastings
Robert Peterson	1301222035 333T Tranquility	302.367-4266 333 Tranquility Way Middletown DE 19709	yes	Robt D Peterson
Joan Wiest	330 Tranquility 1301222015	646 465 0576 330 Tranquility Way Middletown, DE 19709	YES	Joan Wiest
Barbara Nake	1493 Whispering Woods Rd 1301222110	443-207-0513 1493 Whispering Woods Rd 19709	yes	Barbara Ann Nake
Barbara Worthington	607 Daydream Ct. 1301224008	484-941-2927 607 Daydream Ct. Middletown, DE 19709	Yes	Barbara Worthington

Maintenance Organization Whispering Woods

Printed Name	Tax Parcel No. or Address	Daytime Phone Number and mailing address	Yes or No	Signature
Carolyn Brennan	608 Daydream Ct 1301224005	215-208-1653 608 Daydream Ct Middletown, DE 19709	Yes	Carolyn Brenna
Marie Bellow	362 Tranquility Way 1301222075	302-828-2514 362 Tranquility Way Middletown DE 19709	NO	Marie Bellow
Eileen Button	1424 Whispering Woods 1301222046	1424 Whispering Woods Rd Middletow DE 19709 302-561-0798	yes	Eileen M Button
Mechelle Rocheoter	1410 Whispering Woods Rd. 1301222039	1410 Whispering Woods Rd. Middletown, DE 19709 302-312-4131	Yes	Mechelle Rochester
Matt Slattery	508 Contemplation Way 1301224060	(302) 828-1333 508 Contemplation Way Middletown DE 19709	Yes	
	←	S Stanton	→	

New Castle County Stormwater Petition
Updated June 29, 2022

Maintenance Organization Whispering Woods

Introduced by: Mr. Bell
Date of introduction: February 14, 2023

ORDINANCE NO. 23-020

REVISE ZONING MAP: APPOQUINIMINK HUNDRED, EAST OF TAYLORS BRIDGE ROAD, APPROXIMATELY 1,700 FEET SOUTH OF THOMAS LANDING ROAD; 165 TAYLORS BRIDGE ROAD, TAX PARCEL NO. 14-008.00-046; 12.44 ± ACRES FROM "NC40" (NEIGHBORHOOD CONSERVATION) TO "S" (SUBURBAN)

(The purpose of this County-initiated rezoning is to change the zoning of tax parcel 14-008.00-046 from NC40 to S. App. No. 2022-0834-Z)

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

Section 1. The Zoning Map of Appoquinimink Hundred, as amended, is hereby further amended by changing the zoning classification of the land shown on attached Exhibits "A" and "L" dated January 4, 2022, as set forth therein.

Section 2. This is a County initiated rezoning for which the Department of Land Use has waived exploratory plan review under *New Castle County Code* § 40.31.113.

Section 3. This Ordinance shall become effective immediately upon passage by New Castle County Council and approval of 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

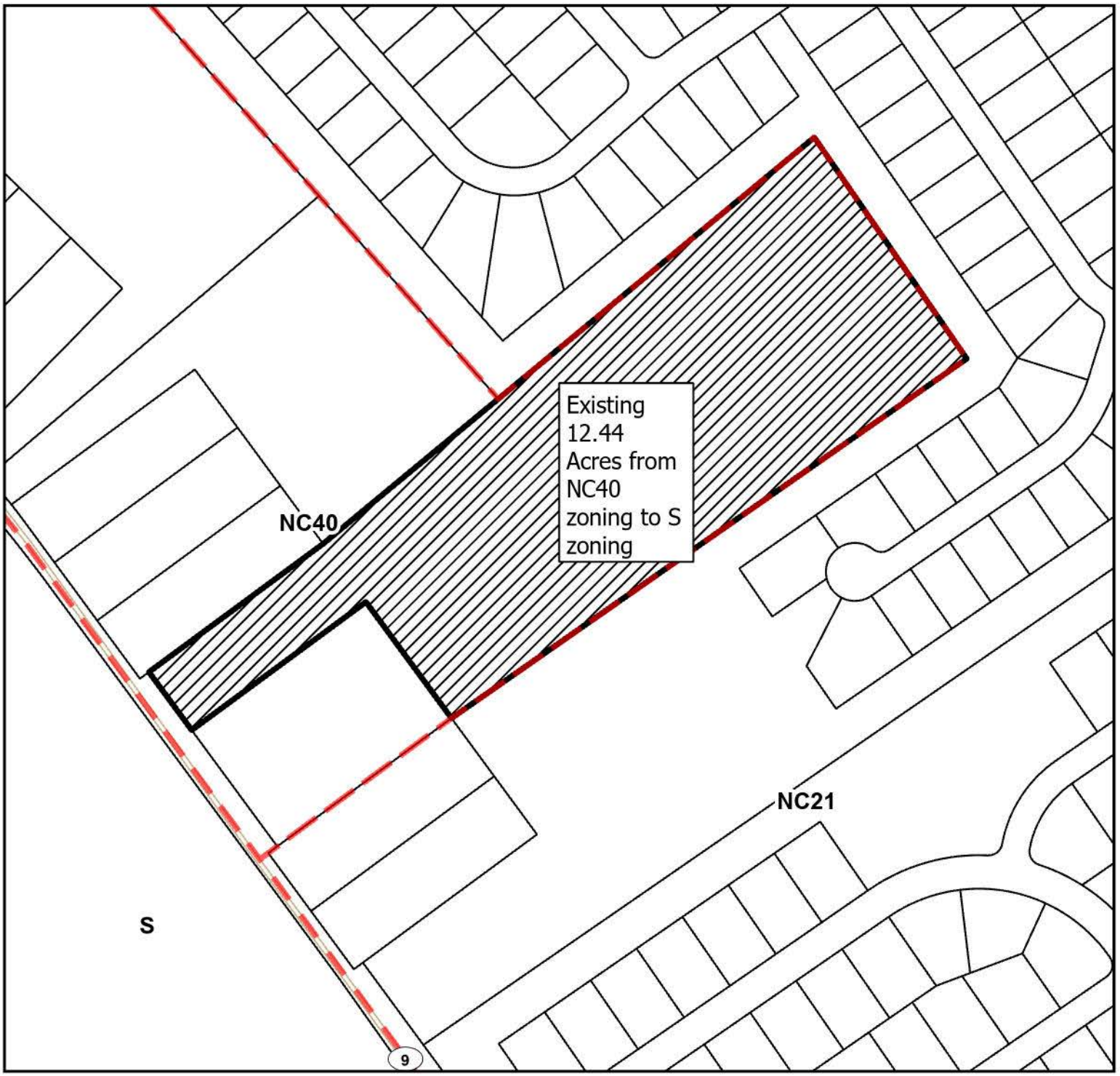
SYNOPSIS: Same as Title.

FISCAL IMPACT: This rezoning ordinance will have no immediate discernable fiscal impact on the County, but if the parcel(s) rezoned is (are) developed in accordance with the new rezoning, there may be one or more indirect fiscal effects on New Castle County government, including, but not limited to, an increase in the assessed value of the property with a resultant increase in taxes collectible thereon, and an increased demand for county services.

PROPERTY MAP

EXHIBIT "A"
ZONING ORDINANCE AS INTRODUCED
APPLICATION NO. 2022-0834-Z
TAX PARCEL NO. 14-008.00-046

APPLICANT: NEW CASTLE COUNTY
PROPOSED REZONING: EXISTING NC40 ZONING
TO S ZONING



HUNDRED: APPOQUINIMINK HUNDRED
NEW CASTLE COUNTY, DELAWARE

N

PERMANENT ORDINANCE NO. 22- 23-020
Date Adopted by County Council _____
Date Approved by County Executive _____

Scale: 1:3,000
Prepared by: Rose.N.Zappacosta
Date: 1/4/2023

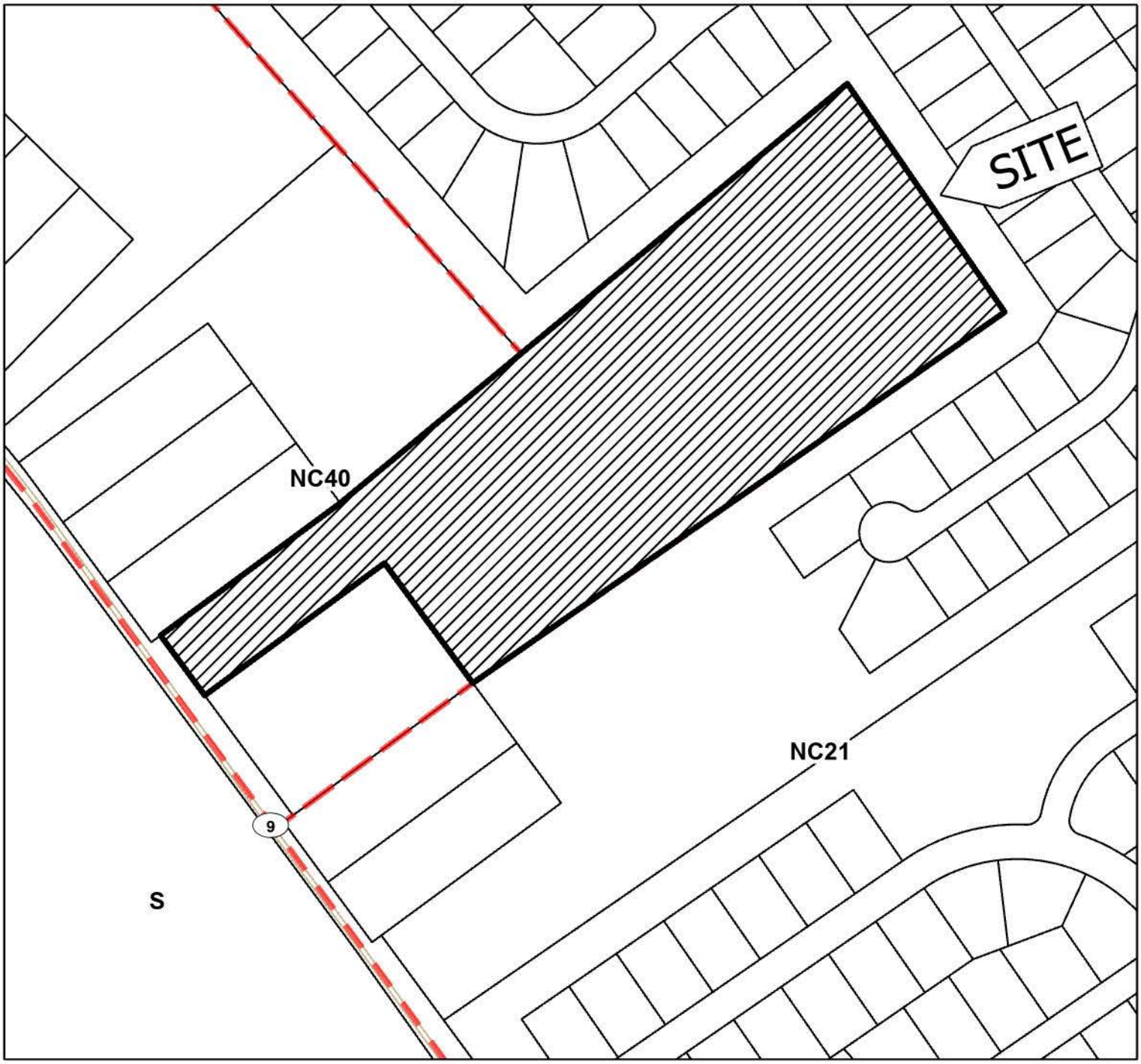
PROPERTY MAP

EXHIBIT "L"
ZONING ORDINANCE AS INTRODUCED

APPLICANT: NEW CASTLE COUNTY

PROPOSED REZONING: EXISTING NC40 ZONING
TO S ZONING

APPLICATION NO. 2022-0834-Z
TAX PARCEL NO. 14-008.00-046



HUNDRED: APPOQUINIMINK HUNDRED
NEW CASTLE COUNTY, DELAWARE

Scale: 1:3,000
Prepared by: Rose.N.Zappacosta
Date: 1/4/2023

N

PERMANENT ORDINANCE NO. 23-020
Date Adopted by County Council _____
Date Approved by County Executive _____

DEPARTMENT OF LAND USE
RECOMMENDATION REPORT

Ordinance 23-020
Application 2022-0834-Z
165 Taylors Bridge Road

June 20, 2023

Location: Northeast side of Taylor's Bridge Road, approximately 1,700 feet south of the intersection with Thomas Landing Road

Sponsor: Councilman Bill Bell, Council District 12

Description: Revision to zoning map to rezone 12.44± acres from NC40 (Neighborhood Conservation) to S (Suburban)

Applicant: Anthony J. Merola, III & Arlene Worthington

EXECUTIVE SUMMARY

The property 165 Taylors Bridge Road is approximately 12.44± acres in size, located on the northeast side of Taylor's Bridge Road, and is the current home to Gold Leaf Stables, an equestrian training facility. The proposed application is a County-initiated rezoning that will rezone the 12.44± acre property from NC40 (Neighborhood Conservation) to S (Suburban) to permit the continued use of the property as a commercial stable in a manner that is consistent with the New Castle County the zoning code. The Department of Land Use has considered the Standards for Zoning Map Amendment in Section 40.31.410, A through E *of the Unified Development Code*, the comments received from outside agencies, and the comments received by the public. Based on this analysis, the Department is of the opinion that the standards are met by this proposal and recommends **APPROVAL** of the proposed rezoning application.

DESCRIPTION

The property is situated in the east wing of southern New Castle County and fronts Taylors Bridge Road (DE Rt 9). The site is currently zoned NC40 (Neighborhood Conservation). While the Neighborhood Conservation district permits agricultural uses, commercial stables are considered a separate use that is not permitted within the NC40 zoning district. For the site to continue its existing use as an equestrian training facility and commercial stable, a rezoning to the Suburban zoning designation is required. Suburban zoning permits commercial stables that meet additional limited use standards pursuant to Table 40.03.110.A & Section 40.03.302 *of the Unified Development Code*.

ZONING & DEVELOPMENT PATTERN

The subject site is located on the east side of Taylor's Bridge Road (DE Rt 9), which is a segment of the Delaware Bayshore Byway in Southern New Castle County that runs along the eastern side of the county and along the Delaware River. In this coastal area of the county, the development pattern is comprised of a mixture of agricultural lands (primarily along the west side of Taylors Bridge Road) and low to medium density residential development. The subject site is included in an NC40 zoning district that runs along the east side of Taylors Bridge Road that includes residential parcels that are roughly 1 acre lots approximately 130ft in width. The subject site is larger in size than the surrounding properties, which

enables equestrian center operation while remaining in character with the adjacent residential and agricultural uses. To the northeast of the subject site is the development of Cantwell Ridge, zoned NC21, which while recorded in 2000, was developed under the Former Code R-2 Cluster Development Option. The Odessa Chase subdivision, located to the south east of the property, zoned NC21, was also developed using the Cluster Development Option provisions of the Former Code in 1997. On the opposite side of Taylors Bridge Road and west of the site is a 300-acre farm, zoned S (Suburban) containing the historic Vandergrift House.[1] Land south of the site is largely SR (Suburban Reserve), in keeping with the agricultural uses bordering the Delaware River and its tributaries.

BACKGROUND

Before the Planning Board for consideration is a County-initiated rezoning application for 165 Taylors Bridge Road, home to Gold Leaf Stables, an existing equestrian training facility and commercial stable. The parcel was recently subdivided from adjacent property at 167 Taylors Bridge Road through the minor subdivision process (App. 2018-0542-S). As part of the minor subdivision process, the applicant provided documentation that the subject site has been utilized for equestrian training dating back to the late 1990s. To permit the continued commercial stable use on the property the property owner, with support of their local councilperson, proposes to rezone the property from NC40 (Neighborhood Conservation) to S (Suburban).

Section 40.03.110 *of the Unified Development Code* does not allow the use of commercial stables within Neighborhood Conservation zoning districts. Commercial stables are considered permitted as a limited use within the S (Suburban) zoning district, which allows for both residential and agricultural uses in both developed and undeveloped areas of the County. Limited use standards governing the establishment of commercial stables in the Suburban district (Section 40.03.302) include that the commercial stable must not conflict with the low density nature of the districts, and that a maximum of twenty-five (25) percent of the site be improved with barns, stables, riding rinks, parking or other facilities. Based on an evaluation of the site and the recorded plan , the subject site complies with the additional standards in the UDC.

PRELIMINARY LAND USE SERVICE (PLUS) REVIEW

The subject application was reviewed at a PLUS meeting held on March 22, 2023. The PLUS Review Letter dated April 20th, 2023, includes comments from various state agencies regarding the proposed rezoning. The letter notes that the subject site is located within a State Investment Level 2, which reflects areas where growth is anticipated by local, county, and state plans in the near-term future. The Office of State Planning Coordination noted that they had no objections to the rezoning provided that it meets be relevant codes and ordinances of the county.

The Delaware Department of Transportation (DelDOT) noted that because the subject site fronts Taylors bridge road, which is part of the Delaware Bayshore Byway, it is subject to outdoor advertising

[1] Vandergrift House – State of DE CRS Forms

regulations found in state code. DelDOT that no new billboards or variable message boards are permitted within 660 feet of the closest right of way edge and that off premises advertising on the property (within 660 feet of the closest right of way edge of the road) is permitted.

The Delaware Department of Natural Resources and Environmental Control (DNREC), The Delaware Emergency Management Agency (DEMA), and the Delaware State fire Marshall office noted that they had no concerns regarding the proposed rezoning. The State Historic Preservation Office stated that the proposed rezoning did not appear to impact any National Register listed properties in the area and that there were no archaeological concerns related to the project.

PLANNING BOARD PUBLIC HEARING – *May 2, 2023*
*Please note, the below is a summary. A recording and transcripts of the public hearing are available at the Department of Land Use.

Betsy Hatch, Planner II from the Department of Land Use, spoke on behalf of the application. Ms. Hatch stated that the application is a County-initiated rezoning off Taylors Bridge Road to rezone the property from NC40 to Suburban. She stated the reason for the rezoning application was to permit the continued use of the site as a commercial stable. She spoke to the surrounding zoning districts in the area as well as the development pattern of the area. Ms. Hatch noted that the rezoning application is in consistent with the New Castle County Comprehensive Development Plan (NCC2050) and Future Land Use Map designation .

Ms. Peterson inquired why the application is considered a County-initiated rezoning and not owner initiated. Janet Vinc, Planning Manager, stated that the property owner had been working with Councilman Bell, who agreed to proceed with the County-initiated rezoning on their behalf. She stated that there is no active land development plan tied to the rezoning application.

There was no public comment on the application.

ANALYSIS

The property at 165 Taylors Bridge Road is situated in the East Wing of Southern New Castle County, which is characterized by a mix of suburban development and large tracts of agricultural lands. The presence of a commercial stable in this area of the County is a use that is expected given the historic development pattern in the area. Approximately 12.44± acres in size, the subject site is large enough to accommodate several acres of passive land dedicated to pasture, buffering any impact to surrounding residential properties. Based on aerial imagery, approximately 1.5± acres of land (or approximately 12%) of the land is dedicated to site parking, barns, and riding rinks. Therefore, the subject site is in compliance with the Limited Use standards provided in of Section 40.03.302 *of the Unified Development Code*. The proposed rezoning from NC40 (Neighborhood Conservation) to S (Suburban) is also consistent with the "Residential Developed" Future Land Use designation as called out in the most recently adopted New Castle County Comprehensive Plan.

Standards for Zoning Map Amendment – Section 40.31.410 of the New Castle County Code

Applications for rezonings must be evaluated against the criteria for zoning map amendments that is listed in Section 40.31.410 of the Unified Development Code.

A. *Consistency with the Comprehensive Development Plan and the purposes of this Chapter.*

The New Castle Comprehensive Plan identifies the area on the east side of Taylors Bridge Road, including the subject site, as "Residential Developed", lands that are designated for residential and, where appropriate, mixed-use developments and supporting uses. The rezoning of the subject site from NC40 (Neighborhood Conservation) to S (Suburban) is consistent with the New Castle County Comprehensive Plan and would not result in a change of the future land use designation.

B. *Consistency with the character of the neighborhood.*

The character of the neighborhood surrounding the subject site is characterized by a mix of medium density residential development and agricultural lands / uses. The rezoning of the subject site would not impact the established character of the neighborhood, as no new uses or development is proposed, and the subject application seeks to legalize an existing use on the property. The current use of the site as a commercial table remains consistent with the mix of agricultural and residential uses that define the character of the surrounding area.

C. *Consistency with zoning and use of nearby properties.*

The property at 165 Taylors Bridge Road is situated in the East Wing of Southern New Castle County in an area that is comprised of a mix of Neighborhood Conservation, Suburban, and Suburban Reserve zoning districts. The current mix of zoning districts is consistent with the existing mix of medium density, residential development and agricultural lands in this area of the county. Rezoning the site to a S (Suburban) zoning district will remain consistent with the zoning and use of surrounding properties.

D. *Suitability of the property for the uses for which it has been proposed or restricted.*

As noted in the background, the subject site has been utilized as a commercial stable since the 1990s. The proposed will bring the existing use of the property into compliance with the Unified Development Code. In addition, the subject site remains larger in size then the surrounding residential parcels in the area and therefore remains suitable in size to accommodate the existing commercial stable use in accordance with the limited use standards provided in the Unified Development Code.

E. *Effect on nearby properties.*

The property at 165 Taylors Ridge Road is situated adjacent to the open space of Cantwell Ridge subdivision and Odessa Chase subdivision, which provides an additional buffer between the immediate neighboring residential uses and the existing commercial stables. When evaluating the character of the surrounding neighborhood, it should be noted that the west side of Taylors Bridge Road is comprised of 300± acres of farmland, therefore agricultural uses in this area of the Route 9

corridor are expected. There is no new development proposed for the site and the proposed rezoning will not result in any adverse effect on nearby properties.

DEPARTMENT OF LAND USE RECOMMENDATION

The Department of Land Use has considered the Standards for Zoning Map Amendment in Section 40.31.410, A through E *of the Unified Development Code*, the comments received from outside agencies, and the comments received by the public.

Based on this analysis, the Department is of the opinion that the standards are met by this proposal and recommends **APPROVAL** of the proposed rezoning application.

PLANNING BOARD RECOMMENDATION

At a business meeting held on June 20, 2023, the Planning Board considered the recommendation provided by the Department of Land Use. On a motion made by Mr. Snowden and seconded by Ms. Cahill-Krout, the Board voted to recommend **APPROVAL** of Ord. 23-020 / App. 2022-0834-Z.

The motion was adopted by a vote of 5-0-0-3 (In Favor: Cahill-Krout, Daigle, Gray, Snowden, Peterson; In Opposition: None; Abstention: None; Absent: Cochran, Drake, Visvardis).

Discussion preceding the vote included the following:

Ms. Hatch read the Department of Land Use recommendation into the record. Ms. Peterson inquired if there were any issues with existing signage on the subject site. Ms. Hatch stated that she was not aware of any signage concerns on the site, but noted that because the site is located along a designated scenic byway, the State commented in the PLUS letter that there is additional signage regulations for the site should they install signage.

No other questions or comments were made by the Board.

STATUTORY GUIDELINES

In the phraseology of 9 Delaware Code Section 2603 (a), the Department of Land Use finds that this rezoning would promote the convenience, order, and welfare of the present and future inhabitants of this state.

Richard E. Hall, AICP date
General Manager
Department of Land Use

Karen Peterson 6/21/2023
Karen Peterson date
Chair
Planning Board

Introduced by: Mr. Smiley
Date of introduction: June 27, 2023

ORDINANCE NO. 23-088

TO AMEND *NEW CASTLE COUNTY CODE*
CHAPTER 26 ("HUMAN RESOURCES") ARTICLE 3 ("MERIT SYSTEM"),
SECTION 26.03.206 ("DEFERRED COMPENSATION PLAN")
REGARDING PERSONAL LOANS FROM PLAN

WHEREAS, employee-participant personal loans from the Deferred Compensation Plan ("the Plan") are not currently permitted; and

WHEREAS, *New Castle County Code* Section 26.03.206 D.3. provides the Deferred Compensation Committee shall recommend the terms of the agreements with administrators, which agreements shall not be valid until approved by resolution of the County Council; and

WHEREAS, the Deferred Compensation Committee has determined that the Plan shall allow employee participants to obtain personal loans from their plan account and qualified rollovers for any purpose; and

WHEREAS, the I.R.S. Code, I.R.S. Regulations, Department of Labor Regulations and/or ERISA rules set forth the requirements for personal loans from the Deferred Compensation Plan; and

WHEREAS, 26 U.S.C. § 72, 26 C.F.R. 1.457-6 and 26 C.F.R. § 1.72(p)-1 require that any personal loan taken from an employee-participant's plan account must be pursuant to a written employee-participant loan policy with a reasonable rate of interest, and must be secured by the employee-participant's account balance; and

WHEREAS, applicable rules require that the minimum an employee-participant may borrow is $1,000.00 and the maximum an employee-participant may borrow is 50 percent of the employee-participant's vested account balance or $50,000.00, whichever is less; and

WHEREAS, any employee-participant who procures a loan from their vested plan account balance must repay the loan within five (5) years by monthly automatic payroll deductions, the payment of which may be suspended for military or non-military leave; and

WHEREAS, the Plan will charge that portion of the employee participant's account balances with expenses directly related to the loan set-up, annual maintenance, administrative charges, and collection of the note; and

WHEREAS, I.R.S. rules and regulations consider an employee-participant's default on the loan as taxable income**;** 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: Section 1. *New Castle County Code* Chapter 26 ("Human Resources"), Article 3 ("Merit System"), Section 26.03.206 ("Deferred Compensation Plan") regarding distribution of plan proceeds is hereby amended by adding the language that is underscored and deleting the language that is bracketed and stricken, as follows:

Section 26.03.206 – Deferred Compensation Plan

C. The deferred compensation plan and the agreement made with the approved administrators shall be in conformity with the approved standards of the U.S. Internal Revenue Service and shall include the following features:

1. The employee participant's account shall remain under the ownership of the County, with the employee participant remaining a general creditor of the County for the net asset value of the account fund resulting from the accumulation of the deferred salary as invested at the discretion of the employee; provided, however, that such deferred salary amounts shall be included in determining contributions, benefits and rights if any under the service retirement plan of the County and for social security purposes.

2. Distributions shall be made by the custodian and shall in no way affect any benefits or rights which the employee may have under the service pension plan.

3. Distributions of the plan proceeds shall be made upon the happening of one (1) of the following conditions:

   a. Severance of employment by the participant either by voluntary or involuntary means.

   b. Disability of the employee participant as defined by the rules and regulations of the Deferred Compensation Committee.

   c. Early or normal retirement of the employee participant.

   d. Premature death of the employee participant, in which case the distribution is to the employee participant's designated beneficiary.

   e. The employee participant experiences an "unforeseeable emergency," sometimes referred to as a "hardship," as recognized pursuant to and in conformity with applicable I.R.S. Code and I.R.S. guidance. (This subsection will become effective as of March 15, 2019, and appropriate language in furtherance of this subsection will be incorporated into the deferred compensation plan as necessary and will be effective as of such date.).

4. An accepted investment listing shall be approved by the Deferred Compensation Committee and included in the agreement signed with the approved administrators, which listing shall include categories of accepted investments, but shall in no way imply

that the County approves or is responsible for any specific investment decisions made by the employee under the categories stipulated.

5. A choice of one (1) of the approved administrators and the choice of investment of the deferred compensation sums shall be under the complete and absolute control of each employee participant. Other than for an accrued accounting of any money withheld for deferred compensation purposes, the County shall have no fiduciary responsibility for the deferred compensation plan and shall have no responsibility for the performance of the investment choices of the employee participant. The County neither endorses nor takes any position whatsoever on any investment advice given by the administrators or any of their representatives.

6. Employee-participants may procure personal loans from the employee participant's own account for any purpose to be repaid by the employee-participant on a regular monthly basis through automatic payroll deductions, in conformity with applicable I.R.S. rules and regulations and subject to the terms as outlined by the Plan, loan documents and promissory notes(s).

Section 2. This Ordinance shall become effective 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

Ssynopsis: This Ordinance recognizes that there is merit to an employee-participant's ability to procure a tax-deferred loan from the County's Deferred Compensation Plan.

FISCAL NOTE: There is no discernible fiscal impact.

WHEREAS, Section 26.01.008 of the New Castle County Merit System provides that the Chief Human Resources Officer may submit for recommendation to the Human Resources Advisory Board any proposed amendment to Articles 1, 2 and 3 of Chapter 26 prior to introduction of the ordinance; and

WHEREAS, Section 26.01.008 further provides that the Human Resources Advisory Board shall render its recommendation to the Chief Human Resources Officer within thirty (30) calendar days of referral to the Board; and

WHEREAS, Section 26.01.008 requires that the Chief Human Resources Officer shall attach the Human Resources Advisory Board's recommendation to the ordinance if submitted to County Council for consideration.

Now therefore, on July 6, 2023, the Human Resources Advisory Board voted to recommend the amendments to Section 26.03.206 "Deferred Compensation Plan" to allow employee participants to obtain personal loans from their plan account and qualified rollovers for any purpose as set forth in the attached.

Valencia L Brown

Valencia Beaty Brown, Esq.
Human Resources Advisory Board Chair

Dated: 8/21/23

Introduced by: Ms. Hartley-Nagle
Date of introduction: August 29, 2023

RESOLUTION NO. 23-158

**HONORING AND CELEBRATING
THE LIFE AND LEGACY OF JEFFREY BROSS**

WHEREAS, "The legacy of heroes is the memory of a great name and the inheritance of a great example." - Benjamin Disraeli; and

WHEREAS, Jeffrey Bross, a man of boundless compassion, devotion, and enthusiasm, departed this life unexpectedly on August 16, 2023, leaving behind a profound impact on his family, friends, colleagues, and the community he served; and

WHEREAS, Jeffrey Bross, born on February 28, 1947, in Washington D.C., to the late Earl and Genevieve Bross, grew up in Wilmington, Delaware, and graduated from Dickinson High School and the University of Delaware in 1969, where he achieved the prestigious rank of Troop 50's very first Eagle Scout, exemplifying his commitment to excellence and leadership; and

WHEREAS, Jeffrey Bross embraced life with an enduring spirit, radiating goodwill, and fostering meaningful relationships as a dear friend, beloved husband to Ann Hilkert, doting father to Megan Olveren (Magnus), Stephanie Muscara (Anthony), and Brandon Hilkert (Elizabeth), and cherished grandfather to Dominic, Sienna, Mia, Cruz, Noah, and Lucas, and as a caring brother to Eric (Elizabeth), leaving an indelible mark on each and every heart he touched; and

WHEREAS, Jeffrey Bross, a distinguished professional engineer, embarked on a more than 50-year journey in the civil engineering field, dedicating his expertise to the betterment of society, contributing to organizations such as Edward H. Richardson Associates, the City of Omaha, and ultimately Duffield Associates, Inc., where he served as President, Chairman of the Board, and later as a Senior Consultant at Verdantas, embodying a tireless commitment to his chosen vocation; and

WHEREAS, Jeffrey Bross's steadfast commitment extended far beyond his professional pursuits, as evidenced by his active involvement in an array of organizations, including but not limited to the Delaware Clean Water Advisory Council (CWAC), the Committee of 100, the Delaware Surface Water Management/Flood Abatement Task Force, the State of Delaware Workforce Development Board, and the Delaware Redevelopment Authority, reflecting his unwavering dedication to the betterment of his community; and

WHEREAS, Jeffrey Bross's influence as an educator and mentor flourished, guiding aspiring engineers as a former Adjunct Professor for the Civil Engineering Senior Design Course at the University of Delaware, sharing his wealth of knowledge and passion for the field with the next generation; and

WHEREAS, Jeffrey Bross's commitment to animal welfare was evident through his service on the Board of Faithful Friends Animal Society, reflecting his compassion and empathy that transcended both human and animal relationships; and

WHEREAS, Jeffrey Bross's unbreakable bond with his family remained his cornerstone, as he reveled in precious moments spent with his wife, Ann, his children, and grandchildren, imparting life lessons and creating cherished memories that will forever resonate within their hearts; and

WHEREAS, Jeffrey Bross's legacy is one of kindness, generosity, leadership, and an unquenchable thirst for both personal and communal growth, leaving an indomitable imprint on his profession, his community, and his loved ones.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby honors and celebrates the life and legacy of Jeffrey Bross, recognizing his remarkable contributions as an exemplary professional, an engaged community member, a loving family man, and an irreplaceable friend to all who had the privilege of knowing him. May his spirit inspire us to embody the virtues he held dear and perpetuate his legacy of goodness and service.

Adopted by County Council of
New Castle County on: 8/29/2023

_____
President of County Council
of New Castle County

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

Introduced by: Ms. Hartley-Nagle,
Mr. Street, Mr. Tackett
Date of introduction: August 29, 2023

RESOLUTION NO. 23-159

RECOGNIZING, HONORING, CONGRATULATING, AND CELEBRATING THE AUGUST QUARTERLY FESTIVAL AND THE 2023 MEMBERS OF THE 209TH AUGUST QUARTERLY FESTIVAL COMMITTEE, INC.

WHEREAS, the history of a nation is enriched by the tapestry of its cultural events, shaping the very fabric of its identity and ethos, and as Ralph Ellison eloquently stated, "America is woven of many strands. I would recognize them and let it so remain. Our fate is to become one, and yet many"; and

WHEREAS, the August Quarterly Festival, celebrated annually, also known as "The Big Quarterly", stands as a testament to the enduring spirit of resilience, faith, and unity of African Americans, commemorating the inception of religious freedom for African Americans in Wilmington, Delaware, and by extension, the entire nation, and celebrating the indomitable human will to overcome adversity; and

WHEREAS, this monumental event traces its roots back to the year 1813, when Peter Spencer, a visionary leader and advocate for freedom, stood upon the First Amendment of the United States Constitution, birthing the Union Church of African Members, the first independent African American Church incorporated in the United States, a pioneering stride towards religious freedom and self-determination; and

WHEREAS, in 1814, Peter Spencer, standing steadfast upon the principle of freedom of assembly, inaugurated the "Big Quarterly" festival, which has since evolved into the August Quarterly Festival, a vibrant commemoration of African American religious freedom that not only shaped the city, county, and state, but resonated as a beacon of liberty for the entire nation; and

WHEREAS, the 209th August Quarterly Festival Committee, Inc., a dedicated assembly of individuals, fully aware of the profound historical and cultural significance of this event, tirelessly dedicate themselves from September to August each year, ensuring the perpetuation of the festival and the ideals epitomized by Peter Spencer: Faith, Hope, Community, Salvation, and Self-Determination; and

WHEREAS, the August Quarterly Festival, beyond its celebratory nature, remains a touchstone of unity, a time of reunion, spiritual revival, and reflection, echoing the sentiments of Harriet Tubman and Thomas Garrett, who stood among the abolitionists and Underground Railroad conductors offering solace and support to those in search of freedom; and

WHEREAS, the legacy of Peter Spencer, an enigmatic figure in the annals of history, holds a testament to his multifaceted contributions as a Church Founder, Businessman, Educator, and Advocate, and as eloquently described by Lewis V. Baldwin, "knowledge was power" and education intertwined with religion were the keystones of his visionary philosophy; and

WHEREAS, the festival itself, amid the darkest times of slavery, emerged as an invaluable platform for African Americans to congregate, worship, and foster community bonds, offering a rare moment of solace and empowerment amidst the inhumane conditions of captivity; and

WHEREAS, the August Quarterly Festival provided a forum for critical discussions on issues such as colonization and slavery, and even served as an escape route for those yearning for freedom, earning its place in history as a manifestation of courage and defiance; and

WHEREAS, the 209th August Quarterly Festival Committee, Inc. continues to nurture the legacy of Peter Spencer, exemplifying dedication, and passion in their unwavering efforts to commemorate the religious exodus he led and the foundation of African Union Methodism.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby commemorates the August Quarterly Festival, known affectionately as "The Big Quarterly", and the 2023 Members of the 209th August Quarterly Festival Committee, Inc. are officially recognized, honored, congratulated, and celebrated for their steadfast commitment to preserving history, upholding principles, and fostering unity in our community; and

BE IT FURTHER RESOLVED that this resolution stands as a testament to the enduring significance of the August Quarterly Festival, reminding us that the pursuit of freedom, faith, and unity knows no boundaries and that the legacy of the past continues to shape the trajectory of our shared future.

Adopted by County Council of
New Castle County on: 8/29/2023

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President of County Council
of New Castle County

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

Introduced by: Mr. Cartier
Date of introduction: August 29, 2023

RESOLUTION NO. 23-160

CONGRATULATING ANN ARCHER FOR HER DEDICATED SERVICE TO THE CLAYMONT LIBRARY

WHEREAS, Ann Archer has been a member of the Friends of the Claymont Library since its inception in 1977 and served as president for nineteen years; and

WHEREAS, she led the Friends campaign for a new stand-alone public library and oversaw participation with the needs assessment and fundraising of over $620,000 for the capital campaign; and

WHEREAS, Ann witnessed the Claymont Library's move from the Claymont Community Center to a new beautiful 17,500 square foot public library facility at 400 Lenape Way on October 26, 2013; and

WHEREAS, prior to her involvement with the Friends, she was an active member of the Woman's Club of Claymont, the original founding organization of the Claymont Library in 1929; and

WHEREAS, Ann secured annual funding from the Woman's Club for services, programs and supplies until they dispersed in 2017 and left a final donation of $25,000 to the Friends; and

WHEREAS, she continues to secure monetary and hands-on support from the Friends for library programming for all ages, including the annual Summer Reading Club and Spookebration events; and

WHEREAS, she oversaw several Friends-led programs such as the monthly Food and Film series and special local author, artist, and historical lecture events; and

WHEREAS, Ann leads her own monthly knitting and book clubs, and contributes her hand-knitted blankets to the annual Delaware Library Association/Maryland Library Association Joint Conference silent auctions; and

WHEREAS, Ann led the Friends in the annual Claymont Christmas Parades; and

WHEREAS, in 2017 she received the Distinguished Service Award at the DLA/MLA Conference for her years of service with the Friends of the Claymont Library.

NOW, THEREFORE, BE IT RESOLVED, by and for the County Council of New Castle County that County Council hereby congratulates Ann Archer on her commitment and service to the Claymont Library.

Adopted by County Council
of New Castle County on: 8/29/2023

_____
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.