



NEW CASTLE COUNTY COUNCIL COMMUNITY SERVICES COMMITTEE MEETING

Co-Chair: Penrose Hollins, Fourth District
Co-Chair: Jea P. Street, Tenth District

May 28, 2024
2:00 PM

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

AGENDA

- A. Meeting Call to Order/Roll Call
- B. Approval of Minutes Community Services Committee Meeting 04/23/2024
- C. Review/Discussion of Resolution(s)
- D. Review/Discussion of Ordinance(s)

°24-068: (TO BE CONSIDERED 5/28/24) AMEND THE GRANTS BUDGET: APPROPRIATE ADDITIONAL FEDERAL FUNDS OF \$57,101.12 AND ANTICIPATED FEDERAL FUNDS OF \$180,000.00 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO THE EMERGENCY HOUSING CHOICE VOUCHERS GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING
Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-069: (TO BE CONSIDERED 5/28/24) AMEND THE GRANTS BUDGET: APPROPRIATE \$94,727.00 IN FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR WITH FUNDS PROVIDED BY THE DELAWARE WORKFORCE INVESTMENT BOARD TO THE 2024/2025 STATE YEAR ROUND YOUTH EMPLOYMENT GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES
Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-070: (TO BE CONSIDERED 5/28/24) AMEND THE GRANTS BUDGET: APPROPRIATE \$119,303.00 IN FUNDING FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING TO THE 2024 STATE SUMMER YOUTH EMPLOYMENT – SUBURBAN NEW CASTLE COUNTY GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES
Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-071: (TO BE CONSIDERED 5/28/24) AMEND THE GRANTS BUDGET: APPROPRIATE \$107,977.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING, TO THE 2024 STATE SUMMER YOUTH

EMPLOYMENT – CITY OF WILMINGTON GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES

Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-078: (TO BE CONSIDERED 5/28/24) TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT CONTAINING AN EVERGREEN PROVISION IN ORDER TO PROVIDE DOOR LOCK SERVICES TO THE NEW CASTLE COUNTY HOPE CENTER

Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-087: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 40 (“UNIFIED DEVELOPMENT CODE” OR “UDC”), ARTICLE 3 (“USE REGULATIONS”), ARTICLE 4 (“DISTRICT AND BULK STANDARDS”), ARTICLE 33 (“DEFINITIONS”), AND APPENDIX 7 (“GUIDING PRINCIPLES FOR DEVELOPMENT”), REGARDING EXPANDING THE ACCESSORY DWELLING UNIT REGULATIONS TO PROVIDE EQUITABLE AFFORDABLE HOUSING OPPORTUNITIES AND THE ABILITY TO AGE IN PLACE, AND UPDATING THE GUIDING PRINCIPLES TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN

Prime Sponsor(s): Mr. Hollins

°24-088: (TO BE CONSIDERED 6/11/24) TO APPROPRIATE \$500,000 IN THE NEW CASTLE COUNTY HOUSING TRUST FUND TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES

Prime Sponsor(s): Mr. Hollins, Mr. Street

E. Presentations

- Housing Initiatives by Charuni Patibanda, Department of Land Use General Manager

F. Other

G. Public Comment

H. Adjournment

AGENDA POSTED: MAY 21, 2024

*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 the Delaware Code, New Castle County Council is holding this meeting as a

telephone and video conference, utilizing  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 smartphone 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.nccode.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.

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: May 14, 2024

ORDINANCE NO. 24-068

AMEND THE GRANTS BUDGET:

**APPROPRIATE ADDITIONAL FEDERAL FUNDS OF \$57,101.12 AND ANTICIPATED
FEDERAL FUNDS OF \$180,000.00 FROM THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT TO THE EMERGENCY HOUSING CHOICE VOUCHERS GRANT,
WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES,
DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

1 **WHEREAS**, original allocated funding in the amount of \$555,756.00 from the U.S.
2 Department of Housing and Urban Development (HUD) was previously approved by County
3 Council and appropriated to the Emergency Housing Choice Vouchers Grant via Ordinance
4 21-092; and

5
6 **WHEREAS**, authorization is being sought to appropriate additional federal funds of
7 \$57,101.12 and anticipated federal funds of \$180,000.00 from the U.S. Department of Housing
8 and Urban Development (HUD) to the Emergency Housing Choice Vouchers Grant; and

9
10 **WHEREAS**, this funding will be used by the Department of Community Services,
11 Division of Community Housing and Development for the administrative expenses of the
12 program and for rental and utility subsidies for very low-income families in New Castle County
13 and, when administering the grant, must follow the applicable Section 8 Housing Choice
14 Voucher program requirements; and

15
16 **WHEREAS**, the County Executive has determined that revenues anticipated to be
17 received shall be sufficient to cover the increase in the Grants Budget as hereinafter amended;
18 and

19
20 **WHEREAS**, Council has determined that the provisions of this Ordinance substantially
21 advance, and are reasonably and rationally related to, legitimate government interests (i.e.,
22 promoting the health, safety, morals, convenience, order prosperity and/or welfare of the
23 present and future inhabitants of this State).

24
25 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**

26
27 Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby
28 amended by adding the material in Exhibit "A," which is considered to be underscored in its
29 entirety, which is attached hereto and made a part hereof.

30
31 Section 2. This Ordinance shall become effective immediately upon its adoption by
32 New Castle County Council and approval by the County Executive, or as otherwise provided
33 by 9 Del. C. § 1156.

34
35 Section 3. It is the intent of the County Council that the provisions of this Ordinance
36 shall be effective retroactive to June 1, 2021.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate additional federal funds of \$57,101.12 and anticipated federal funds of \$180,000.00 from the U.S. Department of Housing and Urban Development (HUD) to the Emergency Housing Choice Vouchers Grant which is administered by the Department of Community Services, Division of Community Housing and Development.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 1, 2021.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating additional federal funds of \$57,101.12 and anticipated federal funds of \$180,000.00 from the U.S. Department of Housing and Urban Development (HUD) to the Emergency Housing Choice Vouchers Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of \$237,101.12. This increase will affect FY2024 and FY2025 since the targeted program completion date is December 31, 2024. There is no local match requirement for this grant award.

DEPARTMENT:	Community Services	EXHIBIT:	"A"
GRANT TITLE:	Emergency Housing Choice Vouchers	Ordinance No.	24-068
PROGRAM TITLE:	Emergency Housing Choice Vouchers		

Revenue	Current	Change	Revised
Federal	\$ 555,756.00	\$ 237,101.12	\$ 792,857.12
State	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
Program Income	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total	\$ 555,756.00	\$ 237,101.12	\$ 792,857.12

Expense	Current	Change	Revised
Salaries and Wages	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -
Training/Civic Affairs	\$ -	\$ -	\$ -
Communication/Utilities	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -
Contractual Services	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Grants/Fixed Charges	\$ 555,756.00	\$ 237,101.12	\$ 792,857.12
Land and Structures	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Operating Transfer Charges	\$ -	\$ -	\$ -
Operating Transfer Credits	\$ -	\$ -	\$ -
Total	\$ 555,756.00	\$ 237,101.12	\$ 792,857.12

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	6/1/2021
Estimated Program Completion:	12/31/2024
The Local Match:	N/A
Found in (ORG):	
Ordinance Passed:	Date Revised:
<u>21-092</u>	<u>7/27/2021</u>

PROGRAM DESCRIPTION:

Emergency Housing Vouchers Grant from the U.S. Department of Housing and Urban Development (HUD), authorized by the American Rescue Plan Act (ARPA), for administrative expenses of the program and for rental and utility subsidies for very low-income families in New Castle County.

7/27/2021

5/14/2024

ORDINANCE NO. 24-069

AMEND THE GRANTS BUDGET:

**APPROPRIATE \$94,727.00 IN FUNDING FROM THE STATE OF DELAWARE,
DEPARTMENT OF LABOR WITH FUNDS PROVIDED BY THE DELAWARE WORKFORCE
INVESTMENT BOARD TO THE 2024/2025 STATE YEAR ROUND YOUTH EMPLOYMENT
GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES,
DIVISION OF COMMUNITY RESOURCES**

1 **WHEREAS**, the 2024/2025 State Year Round Youth Employment Grant provides
2 employment experiences for socially and economically disadvantaged high school youth in New
3 Castle County that will promote responsibility, teamwork, and a good work ethic; and
4

5 **WHEREAS**, these funds will be used to continue the employment of approximately 20
6 high school youth with worksite partners that support their career path and/or area of interest;
7 and
8

9 **WHEREAS**, these youth will work 12-15 hours per week through the 2024-2025 school
10 year; and
11

12 **WHEREAS**, the County Executive has determined that grants anticipated to be received
13 from the State of Delaware Department of Labor through funding provided by the Delaware
14 Workforce Investment Board, are sufficient to cover the increase in the Grants Budget as
15 hereinafter amended; and
16

17 **WHEREAS**, Council has determined that the provisions of this Ordinance substantially
18 advance, and are reasonably and rationally related to, legitimate government interests (i.e.,
19 promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the
20 present and future inhabitants of this State).
21

22 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
23

24 Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended
25 by adding the material on the attached Exhibit "A," which shall be considered underscored in its
26 entirety.
27

28 Section 2. This Ordinance shall become effective immediately upon its adoption by
29 County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C. §*
30 1156.
31

32 Section 3. The provisions of this Ordinance shall become effective on June 15, 2024.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$94,727.00 in funding from the State of Delaware, Department of Labor with funds provided by the Delaware Workforce Investment Board, to the 2024/2025 State Year Round Youth Employment Grant to be administered by the Department of Community Services, Division of Community Resources.

The 2024/2025 State Year Round Youth Employment Grant will provide employment experiences for socially and economically disadvantaged high school youth in New Castle County that will promote responsibility, teamwork, and a good work ethic. Funds will be used for the employment of approximately 20 youths with worksite partners that support their career path and/or area of interest. This program will run through the 2024-2025 school year.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$94,727.00 in funding from the State of Delaware, Department of Labor with funds provided by the Delaware Workforce Investment Board to the 2024/2025 State Year Round Youth Employment Grant to be administered by the Department of Community Services, Division of Community Resources.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by \$94,727.00. The increase will affect FY2025 only since the estimated expiration date of this grant is June 14, 2025.

DEPARTMENT:	Community Services	EXHIBIT:	"A"
GRANT TITLE:	2024/2025 State Year Round Youth Employment	Ordinance No. 24-069	
PROGRAM TITLE:	2024/2025 State Year Round Youth Employment		

Revenue	Current	Change	Revised
Federal	\$ -	\$ -	\$ -
State	\$ 94,727.00	\$ -	\$ 94,727.00
County	\$ -	\$ -	\$ -
Program Income	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total	\$ 94,727.00	\$ -	\$ 94,727.00

Expense	Current	Change	Revised
Salaries and Wages	\$ 84,881.02	\$ -	\$ 84,881.02
Benefits	\$ 9,845.98	\$ -	\$ 9,845.98
Training/Civic Affairs	\$ -	\$ -	\$ -
Communication/Utilities	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -
Contractual Services	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Grants/Fixed Charges	\$ -	\$ -	\$ -
Land and Structures	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Operating Transfer Charges	\$ -	\$ -	\$ -
Operating Transfer Credits	\$ -	\$ -	\$ -
Total	\$ 94,727.00	\$ -	\$ 94,727.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 6/15/2024

Estimated Program Completion: 6/14/2025

The Local Match: Found in (ORG):

Ordinance Passed: Date Revised:

PROGRAM DESCRIPTION:

The 2024/2025 State Year-Round Youth Employment Program will provide employment experiences for socially and economically disadvantaged high school youths in New Castle County to promote responsibility, teamwork and a good work ethic. Funds will be used to employ approximately 20 youths with New Castle County worksite partners. This program will run through the 2024-2025 school year.

5/14/2024

ORDINANCE NO. 24-070

AMEND THE GRANTS BUDGET:

**APPROPRIATE \$119,303.00 IN FUNDING FROM THE STATE OF DELAWARE,
DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING TO THE 2024
STATE SUMMER YOUTH EMPLOYMENT – SUBURBAN NEW CASTLE COUNTY GRANT
TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION
OF COMMUNITY RESOURCES**

1 **WHEREAS**, the 2024 State Summer Youth Employment Program provides employment
2 experiences for low income youth in the New Castle suburban areas between the ages of 14
3 and 21 that will promote responsibility, teamwork, and a good work ethic; and
4

5 **WHEREAS**, these funds will be used to employ approximately 40-50 youth through the
6 summer of 2024; and
7

8 **WHEREAS**, the County Executive has determined that grants anticipated to be received
9 from the State of Delaware Department of Labor – Division of Employment and Training are
10 sufficient to cover the increase in the Grants Budget as hereinafter amended; and
11

12 **WHEREAS**, Council has determined that the provisions of this Ordinance substantially
13 advance, and are reasonably and rationally related to, legitimate government interests (i.e.,
14 promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the
15 present and future inhabitants of this State).
16

17 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
18

19 Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended
20 by adding the material on the attached Exhibit "A," which shall be considered underscored in its
21 entirety.
22

23 Section 2. This Ordinance shall become effective immediately upon its adoption by
24 County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C. §*
25 1156.
26

27 Section 3. The provisions of this Ordinance shall become effective on June 15, 2024.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Mathew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$119,303.00 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2024 State Summer Youth Employment – Suburban New Castle County Grant to be administered by the Department of Community Services, Division of Community Resources.

The State Youth Employment Program will provide employment experiences for low income youth in the New Castle County suburban areas between the ages of 14 and 21 that will promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 40-50 youth in the summer employment program. This summer youth program will run through the summer of 2024.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$119,303.00 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2024 State Summer Youth Employment – Suburban New Castle County Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by \$119,303.00. The increase will affect FY2024 and FY2025, since the estimated expiration date of this grant is September 1, 2024. The Department of Community Services FY2024 Approved Operating Budget includes \$15,588.00 to offset the difference between the reimbursable hourly rate of the grant (summer youth only) and the actual hourly rate paid by the County and the associated part-time benefit rate.

DEPARTMENT:

GRANT TITLE:

PROGRAM TITLE:

Community Services

2024 State Youth Employment-Suburban

2024 State Youth Employment-Suburban

EXHIBIT:

Ordinance No. 24-070

"A"

Revenue	Current		Change		Revised	
Federal	\$	-	\$	-	\$	-
State	\$	119,303.00	\$	-	\$	119,303.00
County	\$	-	\$	-	\$	-
Program Income	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-
Total	\$	119,303.00	\$	-	\$	119,303.00

Expense	Current		Change		Revised	
Salaries and Wages	\$	106,903.00	\$	-	\$	106,903.00
Benefits	\$	12,400.00	\$	-	\$	12,400.00
Training/Civic Affairs	\$	-	\$	-	\$	-
Communication/Utilities	\$	-	\$	-	\$	-
Materials/Supplies	\$	-	\$	-	\$	-
Contractual Services	\$	-	\$	-	\$	-
Equipment	\$	-	\$	-	\$	-
Grants/Fixed Charges	\$	-	\$	-	\$	-
Land and Structures	\$	-	\$	-	\$	-
Contingency	\$	-	\$	-	\$	-
Operating Transfer Charges	\$	-	\$	-	\$	-
Operating Transfer Credits	\$	-	\$	-	\$	-
Total	\$	119,303.00	\$	-	\$	119,303.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:

6/15/2024

Estimated Program Completion:

9/1/2024

County Match:

\$15,588.00

Found in (ORG):

10200304

Ordinance Passed:

Date Revised:

PROGRAM DESCRIPTION:

The 2024 State Summer Youth Employment Program will provide employment experiences for low income youth in the New Castle County suburban area between the ages of 14 and 20 that will promote responsibility, teamwork and a good work ethic. Funds will be used to employ approximately 40-50 summer youth. This program will run through September 1, 2024.

ORDINANCE NO. 24-071

AMEND THE GRANTS BUDGET:

APPROPRIATE \$107,977.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF LABOR – DIVISION OF EMPLOYMENT AND TRAINING, TO THE 2024 STATE SUMMER YOUTH EMPLOYMENT – CITY OF WILMINGTON GRANT TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY RESOURCES

1 **WHEREAS**, the State Summer Youth Employment Program provides employment
2 experiences for low-income youth in the City of Wilmington between the ages of 14 and 21 to
3 promote responsibility, teamwork, and a work ethic; and
4

5 **WHEREAS**, these funds will be used to employ approximately 40 youth through the
6 summer of 2024; and
7

8 **WHEREAS**, the County Executive has determined that grants anticipated to be received
9 from the State of Delaware, Department of Labor – Division of Employment and Training, are
10 sufficient to cover the increase in the Grants Budget as hereinafter amended; and
11

12 **WHEREAS**, County Council has determined that the provisions of this Ordinance
13 substantially advance, and are reasonably and rationally related to, legitimate government
14 interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or
15 welfare of the present and future inhabitants of this State).
16

17 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
18

19 Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended
20 by adding the material on the attached Exhibit “A,” which shall be considered underscored in its
21 entirety.
22

23 Section 2. This Ordinance shall become effective immediately upon its adoption by
24 County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* §
25 1156.
26

27 Section 3. The provisions of this Ordinance shall be effective June 15, 2024.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$107,977.00 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2024 State Summer Youth Employment – City of Wilmington Grant to be administered by the Department of Community Services, Division of Community Resources.

The State Summer Youth Employment Program will provide employment experiences for low-income youth in the City of Wilmington between the ages of 14 and 21 that will promote responsibility, teamwork, and a good work ethic. Funds will be used to employ approximately 40 youths. This program will run through the summer of 2024.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$107,977.00 in funding from the State of Delaware, Department of Labor – Division of Employment and Training to the 2024 State Summer Youth Employment – City of Wilmington Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by \$107,977.00. The increase will affect FY2024 and FY2025, since the estimated expiration date of this grant is September 1, 2024. The Department of Community Services FY2024 Approved Operating Budget includes \$14,103.00 to offset the difference between the reimbursable hourly rate of the grant and the actual hourly rate paid by the County and the associated part-time wage benefit rate.

DEPARTMENT:	Community Services	EXHIBIT:	"A"
GRANT TITLE:	2024 State Youth Employment - Wilmington	Ordinance No. 24-071	
PROGRAM TITLE:	2024 State Youth Employment - Wilmington		

Revenue	Current	Change	Revised
Federal	\$ -	\$ -	\$ -
State	\$ 107,977.00	\$ -	\$ 107,977.00
County	\$ -	\$ -	\$ -
Program Income	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total	\$ 107,977.00	\$ -	\$ 107,977.00

Expense	Current	Change	Revised
Salaries and Wages	\$ 96,754.00	\$ -	\$ 96,754.00
Benefits	\$ 11,223.00	\$ -	\$ 11,223.00
Training/Civic Affairs	\$ -	\$ -	\$ -
Communication/Utilities	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -
Contractual Services	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Grants/Fixed Charges	\$ -	\$ -	\$ -
Land and Structures	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Operating Transfer Charges	\$ -	\$ -	\$ -
Operating Transfer Credits	\$ -	\$ -	\$ -
Total	\$ 107,977.00	\$ -	\$ 107,977.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	6/15/2024
Estimated Program Completion:	9/1/2024
County Match:	\$ 14,103.00
Found in (ORG):	10400304
Ordinance Passed:	
Date Revised:	

PROGRAM DESCRIPTION:

The State Summer Youth Employment Program will provide employee experiences for low income youth in the City of Wilmington between the ages of 14 and 20 that will promote responsibility, teamwork and a good work ethic. Funds will be used to employ approximately 40 youths. This program will run through September 1, 2024.

5/14/2024

ORDINANCE NO. 24-078

**TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT CONTAINING
AN EVERGREEN PROVISION IN ORDER TO PROVIDE DOOR LOCK SERVICES TO THE
NEW CASTLE COUNTY HOPE CENTER**

1 **WHEREAS**, ASSA ABLOY Global Solutions, Inc. ("AAGS") is the current vendor providing
2 door lock services at the New Castle County Hope Center ("Hope Center"), and was retained by
3 the previous manager of the Hope Center, Hersha Hospitality Management L.P. ("HHM"); and
4

5 **WHEREAS**, the Department of Community Services ("Community Services") desires to
6 retain AAGS to continue providing door lock services in order to ensure the continuity of services
7 through the transition of the Hope Center's management from HHM to the County; and
8

9 **WHEREAS**, in furtherance thereof, AAGS has provided the agreement attached hereto as
10 Exhibit A; and
11

12 **WHEREAS**, AAGS provides services globally, and has stated that the terms in their
13 agreements are non-negotiable; and
14

15 **WHEREAS**, one term of the agreement does not comport with *New Castle County Code*;
16 it provides for automatic renewal of the agreement if neither party issues a notice of termination,
17 and is also known as an "evergreen" provision (see *New Castle County Code* § 2.02.004(D));
18 and
19

20 **WHEREAS**, the door lock services provided by the agreement are essential during the
21 transition of management of the Hope Center from HHM to the County; and
22

23 **WHEREAS**, County Council believes it is in the public's best interest to permit the County
24 Executive to execute the agreement with AAGS despite the evergreen provision; and
25

26 **WHEREAS**, County Council has determined that the purpose of providing for this
27 exception to *New Castle County Code* § 2.02.004(D) is to advance, and is reasonably and
28 rationally related to, legitimate government interests (i.e., promoting the health, safety, morals,
29 convenience, order, prosperity and/or welfare of the present and future inhabitants of this
30 County); and
31

32 **WHEREAS**, by way of this Ordinance, County Council will allow the evergreen provision
33 for this and only this specific agreement.

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

35
36 Section 1. The County Executive is authorized to sign the services agreement providing
37 New Castle County with door lock services and support for the New Castle County Hope Center
38 substantially in the form as attached, which has been approved by the Office of Law, the Office
39 of Finance and the Chief Administrative Officer.
40

41 Section 2. *New Castle County Code* Sec. 2.02.004(D)'s prohibition on the County entering
42 into any contractual agreement with an evergreen provision is lifted as to only this services
43 agreement with AAGS.
44

45 Section 3. This Ordinance shall become effective immediately upon its adoption by County
46 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:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will authorize the County Executive to execute a services agreement providing the New Castle County Hope Center with door lock services and support for all rooms that contains an evergreen provision.

FISCAL IMPACT: Funding for this contract is included in the FY2024 Approved Operating Budget pending passage of Ordinance 24-060.

Contract Number : CNTR0056363

Property Name	New Castle County Hope Center	Account Number	51975
Street Address	365 Airport Rd	Guest Room Count	
City	New Castle	Total Lock Count	240
State / Zip:	DE / 19720	Install Date	02-29-2016
Beginning Date	[2024-05-01] until canceled		

Support Agreement

Service Agreement Content	
Hotel unique access to web support portal	√
Support ticket system – Knowledgebase and Incident / Cases	Full Portal Access 24/7
Phone Support - Priority Phone Number (local)	Ext office hours(7-19) #
Chat Support – (Portal)	24/7 English Only
Remote Support - System updates, Troubleshooting	Office hours -alternatively scheduled 24/7
Adjustments of system setup (max 1 day/year)	Scheduled 24/7 (remote)
Subscription information on system news and security updates	√ (Automated through portal)
Mobile access backend system status and notifications	Included in the mobile access agreement
Decode services (if safes are selected)	√
On-line Training , How to videos – (Portal)	Recorded / web based (English)
Call outs & unscheduled service (T&E Applies)	Priority
Free updates of software with same version	√

☐ Service Agreement Pricing Locks	Cost per lock (\$/Year)		
	0-200 locks	201-499 locks	500+ locks
Service Agreement (as above)	\$10 USD	\$8 USD	\$6 USD

☐ Service Agreement Pricing Safes	Cost per Safe (\$/Year)		
	0-200 Safes	201-499 Safes	500+ Safes
Service Agreement (as above)	\$3 USD	\$2 USD	\$1.5 USD

Extended Warranty

Extended Warranty		24,078 Select
Extended warranty, all locks / front desk equipment	Per lock/year	☐
Extended Warranty Pricing	Cost per lock (\$/year)	
Lock/Front Desk warranty years 3-6	\$13.50 USD	
Lock/Front Desk warranty years 7-9	\$17.00 USD	
Lock/Front Desk warranty year 10	\$18.00 USD	

*Reference Exhibit A for extended product warranty.

SOFTWARE ASSURANCE

Software Assurance Agreement	Select
Upgrade of license to higher versions (eg 1.21.2 to 1.22), Maintain compliance with security updates and OS upgrades	☐
Free upgrade of license to higher versions (eg. 1.15 to 1.21)	√
Maintain compliance with security updates and OS upgrades	√
Software Assurance Pricing	\$2.50 USD Per Lock (\$/year)

Our Software Assurance package is based on a yearly invoiced amount calculated per lock. It covers Server software, Client software and firmware related to locks and its components where that is applicable. Assistance of installing the software is provided by remote assistance under a service agreement. In case on-site is needed, that is extra. Choosing not to be covered, future upgrades are subject to separate order.

MAINTENANCE SERVICES

Onsite Service – Optional

Visit will be coordinated by customer with 1 week minimum notice. 2 days Technician onsite maximum. Reasonable incurred expenses not included and billed separately

Onsite Service Options	Select
One Annual visit	☐
Two Annual visits	☐
Four Annual visits	☐
Onsite Service Visits Per Year	Annual Cost
One	\$1,800.00*
Two	\$3,600.00*
Four	\$7,200.00*

*Additional onsite service requests beyond selected quantity are available at the contract rate of \$1390 per day. Reasonable incurred expenses not included and billed separately.

MAINTENANCE SERVICES – Included with Onsite Service	Frequency
Audit front desk equipment	Each Visit - Scheduled
Check system functionality and PMS operation	Each visit - Scheduled
Check date and times in system & locks	Each visit - Scheduled
Ensure Power Down cards are remade / valid	Each visit - Scheduled
Check daylight savings dates	Each visit - Scheduled
Audit system back up	Each visit - Scheduled
Provide employee printout and access with system controller	Each visit - Scheduled
Check Customer has sufficient spare locks& parts	Each visit - Scheduled
Audit log and error statistics to prevent future errors	Each visit - Scheduled
Check location has correct contact information and update Service Portal	Each visit - Scheduled
Audit of Lock Hardware including firmware	Every second year - Scheduled
Change lock batteries (batteries are extra)	Every second year - Scheduled
System Software – Upgrade to latest version if applicable	Every second year - Scheduled

Price dependent upon country, travel distance and hotel size

Service Agreement Order Summary

Contract Model : Get Quotes Payment Frequency : Annually				
Description	No. of Units	Cost per Unit	Total	Select
Software Assurance (Optional)	240	\$2.50 (per Lock per year)	\$600.00	☐
Service Agreement Locks	240	\$8.00 (per Lock per year)	\$1,920.00	X
Onsite Service - One Visit (Optional)	240	\$1,800.00 (fixed cost per year)	\$1,800.00	☐
Extended Warranty (Optional)	240	\$17.00 (per Lock per year)	\$4,080.00	☐
Grand Total			TBD	

..... Support Agreement Terms and Conditions – Exhibit A

Services performed under this Support Agreement (the “Agreement”) are provided through ASSA ABLOY Global Solutions, Inc. (“AAGS”). As used herein, “Services” shall mean those services set forth in the attached Support Agreement that are mutually agreed to be provided by AAGS to Customer. The execution of the Services may be assigned to a qualified, authorized service agent in the sole discretion of AAGS. Customer hereby agrees to the terms and conditions set forth above and that follow.

1. CUSTOMER RESPONSIBILITIES

Customer agrees to comply with following obligations during the terms of this Agreement. Non-compliance with these obligations may prevent and/or delay the ability of AAGS to provide the services in this Agreement.

- Materially comply with AAGS’s operation and maintenance instructions, and documentation provided by AAGS regarding its products and software;
- Provide the proper environment and electrical and telecommunications connections as specified by AAGS;
- Provide access to the equipment and software with adequate communications, facilities, and workspace to enable AAGS to perform the Services;
- Have a representative at the equipment location during any AAGS service activity on the Customer’s premises;
- Promptly notify AAGS if the product and/or software does not operate in accordance with AAGS’s specifications or documentation accompanying the Products and Software; and
- Maintain an external, backup to software program(s) and data.

2. EXCLUSIONS FROM SERVICES

AAGS has only agreed to provide those Services set forth in the Support Agreement above. Additional requested services from AAGS not set forth in this Agreement shall be charged at the then applicable rates. The following services are excluded from this Agreement, and Customer shall be charged by AAGS at the then applicable rates if AAGS agrees to provide such additional services:

- Support or maintenance of any error to the extent caused by PC’s, service cables, contact cards, discontinued or end of life products or software, and any non AAGS products or software including 2800 / Service Terminals/ Extra Model Elsafe;
- Remote programming changes to database files to meet requirements not specified in installation site survey;
- Remote resolution of problems resulting from changes to the database performed by, or an agent of the Customer;
- Over-the-phone training;
- Training services outside the scope of this Agreement;
- Remote support for database migration or database rebuilds;
- Installation of new options or modules not set forth in an applicable order;
- The cost of operating system version upgrades, patches, or release supplements unless Software Assurance Subscription is purchased by Customer;
- Issues corrected in later software updates, patch releases, or release supplements that can be implemented by the Customer
- User account management and password maintenance;
- Assistance with loading operation system upgrades, patches, or release supplements;
- Assistance with configuration, installation, or addition of new hardware or peripherals;
- Assistance loading and supporting third party applications not sold by AAGS;
- Resolution of problems directly related to a Customer’s network not directly related to the AAGS products or software;
- Resolution of problems or issues related to non-supported third party applications;

- Pre or Post-installation network consolation or configuration including network support, design, or evaluation of cost of those services; ^{24,078}
- Resolution of network problems caused by addition of or changes in network configuration or hardware that are not approved or recommended by AAGS;
- Reinstallation of operating system from scratch when a full system backup is not available; or
- Assistance with Anti-virus software, either to install, configure or update such software.

3. ADDITIONAL TERMS AND CONDITIONS

3.1 AAGS General Terms and Conditions. Attached as Exhibit C are AAGS's General Terms and Conditions (the "General Terms"). The General Terms are herein incorporated by reference in their entirety and applicable to all Services and Products ordered by Customer. Capitalized terms not defined herein shall have the meanings set forth in the General Terms.

3.2 Term. This Agreement is effective upon mutual execution of this Agreement and when payment is received by AAGS and continues for one (1) year. This Agreement shall auto-renew every year thereafter for another one-year period, unless either party cancels this agreement by providing sixty (60) days' written notice prior to such renewal date. Additionally, either party may terminate this agreement any time by providing 60 days written notice to the other party. AAGS does not prorate cost of the Agreement for early termination or offer refunds. In the event Customer requests services from AAGS and this Agreement is either expired or has been terminated, Customer will be billed for such services at the then current hourly rates for labor and the then current prices for Products and/or components.

For notice of termination:

If to AAGS:

ASSA ABLOY Global Solutions Inc.

631 International Parkway, Ste. 100

Richardson, Texas 75081

Attn: Legal

If to the Customer: the Customer's address set forth on page one of the Agreement.

EXHIBIT B**EXTENDED WARRANTY PROGRAM IF PURCHASED BY PUCHASER****Extended Product Warranty**

If Customer has not purchased the Extended Product Warranty, the terms of this Exhibit are null and void. Capitalized terms not defined in this Exhibit shall have the same meaning defined in the attached Agreement.

1. **Limited Extended Warranty for Products.** Any and all warranties set forth herein are null and void if Customer has failed to pay the entire purchase price for all amounts payable under this Agreement that are not the subject of a good faith dispute. Subject to the limitations contained in this Agreement, AAGS warrants for One year after the date the initial Limited Warranty of Products purchased expires (the "Warranty Period") that (a) the Products will materially conform to the specifications set forth in AAGS's published specifications in effect as of the date of shipment of such Product, and (b) the Products shall be free from material defects or workmanship flaws (collectively, the "Extended Warranty"). Please note that use of keycards or any components which do not conform to AAGS's published specifications shall void the Extended Warranty for such Products incorporating these nonconforming items. Third-party products sold or licensed separately by AAGS (as opposed to being incorporated into the Products themselves) are only warranted to the extent provided by the original manufacturer's warranty; provided, however, AAGS will provide Purchaser a copy of all warranty and other documentation with respect to all third-party products if requested to do so. It is Customer's sole responsibility to make all warranty claims with third parties. Customer's failure to notify AAGS in writing of a defect within the Warranty Period shall be a waiver of Customer's right to have the defect remedied. If a warranty claim is made within the Warranty Period by Customer, and AAGS determines in its reasonable discretion that such claim is valid, AAGS will (in its reasonable discretion) either repair, exchange, or replace Product so long as the Customer follows the specified RMA authorization procedure to return the malfunctioning Product. This Extended Warranty is conditioned upon (i) the product being repaired or altered only by personnel authorized by AAGS, (ii) no unauthorized components having been incorporated into the Product, (iii) no Force Majeure Event having occurred causing, in whole or in part, a failure of the Product (iv) the Product being operated and maintained in material accordance with its specifications, (v) the Product having been originally installed only by AAGS authorized personnel, and (vi) all updates and upgrades communicated as being available from AAGS have been incorporated into the Product.
2. EXCEPT FOR THE EXTENDED WARRANTY SET FORTH IN THIS EXHIBIT AND THE TERMS, AAGS MAKES NO IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (1) IMPLIED WARRANTY OF MERCHANTABILITY, (2) IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR (3) IMPLIED WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR ANY IMPLIED WARRANTY OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. To the extent any warranties cannot be disclaimed, the implied warranties are limited to the Warranty Period.
3. Also specifically excluded from AAGS's warranty is Customer's negligence; normal wear and tear from use, misuse; use of parts or components not approved by AAGS (including but not limited to keys and keycards); Force Majeure Events; repairs or alternations carried out by anyone other than AAGS authorized personnel; improper installation, operation and maintenance; vandalism or physical abuse; faulty or defective Product operation caused by fire or fire-fighting appliances; and any other causes other than Customer's normal use of the Product in material accordance with the Agreement and the Terms.
4. This Extended Warranty is only available to the original Customer of the Products.
5. **Warranty Repairs.** AAGS shall not be required to perform any warranty repairs of the Products at a specific Site. Customer shall be responsible for removing all the parts or components of the Products returned to AAGS for repair under the applicable warranty.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS govern the provision of Software as a Service, Seos Credential Services, Hardware, Installation Services and Training Services from the ASSA ABLOY Group company specified in the Agreement ("**ASSA ABLOY**") and the customer named in the Agreement ("**Customer**"). Support services are subject to the execution of a separate support agreement. Each of ASSA ABLOY and Customer shall also be referred to as a "**Party**" or, in the collective, the "**Parties**."

NOW THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the Parties agree as follows:

1.DEFENITIONS

CAPITALIZED TERMS IN THESE GENERAL TERMS AND CONDITIONS HAVE THE FOLLOWING MEANINGS:

- 1.1. "**Affiliate**" means a legal entity that directly or indirectly through one or more intermediaries is controlled by or under common control with a Party's ultimate parent company. For the purposes of this definition, the term "control" shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.
- 1.2. "**Agreement**" means the Quote which refers to these General Terms and Conditions, and any schedules (including these General Terms and Conditions), addendums or other attachments thereto (including any specific terms and conditions for the Service).
- 1.3. "**APIs**" means application programming interfaces.
- 1.4. "**Application**" means a software application, developed and owned by the ASSA ABLOY Group, intended for smart phones and other mobile communications devices, and being required for an End User to be able to use the Mobile Access Services (such software application being licensed to End Users under a separate end user license agreement).
- 1.5. "**ASSA ABLOY Group**" means the group of companies of which ASSA ABLOY AB, corporate registration number 556059-3575, is the ultimate controlling entity.
- 1.6. "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general banking business (other than for Internet banking services only) in the jurisdiction where ASSA ABLOY is incorporated.
- 1.7. "**CCPA**" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.
- 1.8. "**Confidential Information**" means the Documentation, and the following information of ASSA ABLOY or its Affiliates: data, drawings, benchmark tests, specifications, trade secrets, algorithms, source code, object code, know-how, formulas, processes, ideas, inventions (whether patentable or not), customer lists, schematics and other technical, business, financial, marketing and product development plans, forecasts, strategies and information, and any information disclosed by ASSA ABLOY under an Agreement. The terms and conditions of an Agreement shall be treated as Confidential Information.
- 1.9. "**Contracted Business Purposes**" means for purposes of providing the Services and as set forth in Exhibit C.
- 1.10. "**Customer Content**" means End User Data and other information and data used or submitted by Customer and End Users in connection with licensed Services.
- 1.11. "**Documentation**" means the Specifications and, in the event the provision of which is required for use of the Hardware or any of the Services, any proprietary information or documentation made available to Customer by ASSA ABLOY for use in conjunction with the Hardware or Service, including any information available online through the Service.
- 1.12. "**Effective Date**" means, if the Agreement is executed by both Parties within the first fourteen days of a calendar month, the first day of that calendar month, and otherwise the first day of the next subsequent calendar month.
- 1.13. "**Embedded Software**" means any software component embedded in the Hardware.
- 1.14. "**End User**" means Customer's employee, contractor, guest or other individual that is authorized by Customer to use or benefit from the Hardware or Services as an end user.

1.15. **"End User Data"** means information and Personal Data of an End User submitted, provided or collected in connection with the use of Hardware or Services.

1.16. **"Force Majeure"** means an event beyond a Party's reasonable control including, without limitation, strikes, lock-outs or other labour disturbances or disturbances by fire, flood, war, embargo, blockade, riot, epidemic, governmental interference, delay or shortage in transportation or inability to obtain necessary labour, materials or facilities from usual sources or from defect or delay in the performance of any of its suppliers or subcontractors if caused by any circumstance referred to in the foregoing.

1.17. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.18. **"Hardware"** means hardware (or parts) including Embedded Software (as applicable) sold by ASSA ABLOY to Customer, as set forth in the Agreement.

1.19. **"Installation Services"** means (i) installation services purchased by Customer or (ii) implementation services comprising upgrading of the current software and Hardware used by Customer to the latest version of such software and locking systems that has support for RFID locksets and additionally supports the Mobile Access System if purchased by Customer as identified in the applicable Agreement and provided subject to the Installation and Training Terms and Conditions set forth in Exhibit B;

1.20. **"Intellectual Property Rights"** means common law and statutory rights associated with (a) patents and patent applications; (b) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and "moral" rights; (c) the protection of trade and industrial secrets and confidential information; (d) all rights to registered and common law trademarks, trade names, trade dress, and service marks; (e) other proprietary rights relating to intangible intellectual property (including but not limited to designs, design rights, source codes, proprietary material, Know-How, ideas, concepts, methods, techniques, rights in databases and all other intellectual property rights and rights of a similar character whether registered or capable of registration); (f) analogous rights to those set forth above; and (g) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

1.21. **"Initial Subscription Period"** means an initial Subscription period of 12 months from the Effective Date, or such other initial Subscription period specified in the Agreement.

1.22. **"Know-how"** means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of tests and trials, processes, techniques and specifications, quality control data, analyses report and submissions) that is not in the public domain.

1.23. **"License"** means a non-exclusive, non-transferable, non-sublicenseable right to use the Software Product for purchased Hardware or Services during the License Term based on the license model specified in the Agreement, e.g., based on the number of users, doors, locks that are Bluetooth enabled and designated to interoperate as part of the system, or other peripherals. For the Mobile Access System, the License includes upgrades of software and firmware as needed to maintain access and use the Mobile Keys System or components thereof during the License Term, subject to payment of the applicable License fees.

1.24. **"License Term"** shall have the meaning set forth in Section 9.1.

1.25. **"Mobile Access System"** means Hardware and software (excluding the Application(s)) together forming a system for use with certain wireless communication devices, which enable such devices to function as door opening and/or access solutions, comprising ASSA ABLOY's Bluetooth enabled (BLE) communication board and reader for use with ASSA ABLOY's Hardware; Hardware as specified in the Agreement; and ASSA ABLOY's software and firmware to enable the operation of the Mobile Access System, including interoperability with Seos Credential Services, but excluding APIs needed for Bluetooth wireless communication devices, smart phones or mobile devices used by End Users to interoperate with the Mobile Access System.

1.26. **"Personal Data"** means any information relating to an identified or identifiable natural person and shall be construed in accordance with applicable data protection law.

1.27. **"Quote"** means a quote or other agreement in writing by ASSA ABLOY for provision of Services (and any changes to previously ordered Services) and/or Hardware, duly executed by each of ASSA ABLOY and Customer.

1.28. **"Renewal Subscription Period"** shall have the meaning set forth in Section 9.1.y

1.29. **"Seos Credential Services"** means the service provided by ASSA ABLOY and its Affiliates in connection with the operation of the Mobile Access System by Customer and End Users, to create and package Mobile IDs with End User reservation data, encrypt Mobile IDs and reservation data, and transmit in real time the encrypted Mobile IDs and End User data to the End User's Bluetooth wireless device, smart phone or mobile device and a Customer property management server over a Wi-Fi or wireless connectivity enabling the End User's Bluetooth wireless communication devices to function as a door opening and/or access solution when such devices have downloaded and registered the Application.

1.30. **"Services"** shall mean SaaS, Seos Credential Services, Training Services or Installation Services as specified in an Agreement.

1.31. **"Software as a Service (or SaaS)"** shall mean remote access to the Software Product installed and run on a single-tenant or multi-tenant computing platform managed by ASSA ABLOY.

1.32. **"Software Product"** means ASSA ABLOY's standard version of its proprietary software applications, API and modules, including Embedded Software, as further identified in the Agreement and specified in the Specification.

1.33. **"Specification"** means the functional, technical and commercial specifications and terms and conditions of the Hardware or Software Product, which may include, without limitation, product sheets, service descriptions, statement of works

1.34. **"Subscription"** means the non-exclusive and non-transferable right for Customer to use the SaaS, Seos Credential Services, or Embedded Software in accordance with the applicable Agreement.

1.35. **"Taxes"** shall have the meaning set forth in Section 5.6.

1.36. **"Training Services"** shall mean training services purchased by Customer as identified in the applicable Agreement and provided subject to the Installation and Training Terms and Conditions set forth in Exhibit B.

2. LICENSES, OWNERSHIP, AND RESTRICTIONS

2.1. **Scope.** These General Terms and Conditions set forth the general terms and conditions under which ASSA ABLOY sells and provides Hardware and Services. Each Agreement will be deemed to incorporate and be subject to all the terms and conditions of these General Terms and Conditions, except to the extent the Agreement expressly modifies specific terms.

2.2. **Grant of Rights.** In consideration of Customer's payment of the applicable fees to ASSA ABLOY, and, subject to the terms and conditions of the Agreement, ASSA ABLOY grants to Customer a License to use the SaaS, Seos Credential Services and/or Embedded Software as specified in the Agreement in accordance with the Documentation solely for its own internal operations. The foregoing license rights shall be restricted to the number and type of Licenses specified in the applicable Agreement. Customer shall not have the right under the Agreement to use the names ASSA ABLOY, Seos or any of the corporate or trade names, trademarks, logos services marks, symbols, insignia, or other distinguishing marks of any ASSA ABLOY Affiliate for any reason other than as provided for herein, including but not limited to advertising, publicity releases, or promotional or marketing publications, without the express prior written consent of ASSA ABLOY in each instance.

2.3. **Ownership.** The License granted under the Agreement does not constitute a sale of the Software Product, Embedded Software, the Application or any portion of it. ASSA ABLOY and its licensors retain all right, title and interest in the Software Product, the Embedded Software, the Application, the Services and associated Documentation, and all translations and derivative works thereof, including any materials, inventions, or works developed through ASSA ABLOY's performance of Services, and all Intellectual Property Rights embodied therein or relating thereto. All rights not expressly granted under the Agreement are reserved by ASSA ABLOY and its licensors. There are no implied rights.

2.4. **Restrictions on Use.** Customer's rights to use SaaS and Embedded Software (as applicable) are subject to the following restrictions and Customer shall not, and shall not cause or permit any third party to: (a) modify or create any derivative work of SaaS or Embedded Software, or its associated Documentation, or any portion thereof or incorporate other services, software or products in SaaS or Embedded Software; (b) except to the extent such activities cannot be lawfully restricted, decompile, reverse engineer or otherwise attempt to derive the underlying ideas, algorithms, structure or organization from SaaS or Embedded Software; (c) sell, license, sublicense, lease, rent, or otherwise transfer rights to SaaS or Embedded Software to any third party; (d) use SaaS or Embedded Software to submit any content that infringes or misappropriates third party rights, including intellectual property rights or to submit any content that is obscene, defamatory, offensive or malicious, (e) to intentionally distribute spam, viruses, worms, Trojan horses, corrupted files, or other items of a destructive or disruptive nature; (f) to engage in, promote, or encourage illegal activity; (g) to disable, interfere with or circumvent any aspect of SaaS or Embedded Software; or (h) disclose or publish the results of any performance, functional, or other evaluation or benchmarking of SaaS or Embedded Software to any third party without written consent from ASSA ABLOY.

2.5. **Customer's Grant of Rights.** Customer grants ASSA ABLOY the right to host, use, process, display and transmit Customer Content pursuant to and in accordance with the Agreement. Customer has the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content and for obtaining all rights related to each of the foregoing required by ASSA ABLOY to provide Services. Customer represents and warrants that none of the Customer Content infringes any third party rights.

2.6. **Third Party Applications.** SaaS, Seos Credential Services and Embedded Software may contain or include functionality and software provided or licensed by third parties ("**Third Party Functionality**"). For any Third Party Functionality, such components shall be licensed as part of the SaaS, Seos Credential Services or Embedded Software in accordance with the terms and conditions of the Agreement. Notwithstanding the foregoing, all open source software provided by ASSA ABLOY is outside the scope of the Agreement and is not included in the definition of SaaS, Seos Credential Services or Embedded Software and such open source software is instead subject to the applicable open source software licenses.

2.7. **Beta Services.** From time to time, ASSA ABLOY may make Beta SaaS services available to Customer at no charge. Customer may choose to try such Beta services. Beta services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta services are not considered "SaaS" under the Agreement, however, all restrictions, ASSA ABLOY's rights and Customer's obligations concerning the SaaS shall apply equally to Customer's use of Beta services. Unless otherwise stated, any Beta services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta services becomes generally available without the applicable Beta services designation. ASSA ABLOY may discontinue Beta services at any time in ASSA ABLOY's sole discretion and may never make them generally available. ASSA ABLOY will have no liability for any harm or damage arising out of or in connection with a Beta service.

2.8. **Modifications, Updates and Upgrades.** ASSA ABLOY reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Services (or any part thereof) ASSA ABLOY shall have no liability in any manner whatsoever for modifying, replacing, or supporting discontinued Hardware.

2.9. **Trial Access.** ASSA ABLOY may provide to Customer a free trial access to and/or a demonstration version of the SaaS and/or Hardware for a maximum period of 90 days in order to enable Customer to evaluate the SaaS and/or Hardware before executing an Agreement. Customer acknowledges and agrees that Customer's access to and use of the SaaS and Hardware on such a free basis shall solely be on Customer's own risk and responsibility, on an "as is" basis, and shall at all times be in

accordance with the terms and conditions of these General Terms and Conditions and any instructions or materials provided in connection with the provision of the free trial access. ASSA ABLOY hereby disclaims any and all of its obligations and liabilities under the Agreement or otherwise, to the fullest extent permitted by applicable law, arising out of Customer's access to and use of the SaaS and/or Hardware in accordance with this Section 2.9 Customer acknowledges and agrees that (a) ASSA ABLOY will be under no obligation or liability to retain Customer Content generated during the free trial access period, unless Customer executes an Agreement within 180 days from the date hereof; (b) ASSA ABLOY may change the contents of the bundle of SaaS features during the free trial access period, in which case Customer may not be able to retain settings used by or Customer Content generated during the free trial access period; (c) Customer may decide to execute an Agreement for a bundle of SaaS features which encompass different or less features than those available to Customer during the free trial access period, in which case Customer may not be able to retain settings used by or Customer Content generated during the free trial access period; (d) ASSA ABLOY may, in its sole discretion, limit the number of users, doors or other peripherals connected to the SaaS, as well as the number of or specifics of the messages, reports, API calls or other features of the service; and (e) ASSA ABLOY may, in its sole discretion, terminate Customer's access to and use of the SaaS in accordance with this Section 2.9 at any time.

2.10. Disabling of Service or part thereof. ASSA ABLOY may disable the functionality of the SaaS, Seos Credential Services, or part thereof: (a) immediately upon written notice to Customer, if ASSA ABLOY reasonably believes that there has been a material breach in security (in which case ASSA ABLOY shall reactivate the functionality of the licensed Service when such breach has been eliminated, (b) immediately upon written notice to Customer in the event of a third party claim of infringement, violation or misappropriation of intellectual property rights, (c) in the circumstances set forth in Section 9.2, and (d) otherwise upon termination or expiry of the Agreement.

3. PURCHASE AND DELIVERY

3.1. Shipping, Delivery and Storage. ASSA ABLOY reserves the right to make, and Customer agrees to accept, multiple shipments to fulfill an Agreement. All shipments and delivery terms are EXW (Incoterms 2010). ASSA ABLOY's warehouse, facility, or port of entry in the United States, with Freight Prepaid Add & Handling (Shipping Costs). Title and risk in and to Hardware included in a shipment transfers to Customer at the time the carrier signs the bill of lading. All freight and shipping costs are the responsibility of Customer, are estimates only and subject to change. If Customer fails to accept delivery from ASSA ABLOY at the scheduled time, the remaining purchase price owed by Customer shall still be due and payable in accordance to the original payment schedule, and any and all risks associated with the Hardware (or parts) to be delivered, shall be solely borne by Customer. All shipping and storage costs incurred by ASSA ABLOY due to Customer's delay or failure to accept delivery shall be fully reimbursed by Customer. Customer is solely responsible for providing a safe and secure storage location for the Hardware at all times is the sole responsibility of Customer. Hardware should be stored in a secure area near an elevator to assist with installation, if possible. Delivery of SaaS shall be deemed to occur upon the provision of a link to enable Customer to access SaaS and an account login for SaaS.

3.2. Cancellations. Any request to cancel an order made in an Agreement must be received no later than thirty (30) days prior to the initial scheduled Hardware shipment. All cancellations of Hardware products are subject to a restocking charge equal to fifteen percent (15%) of the invoiced price of the Hardware products cancelled.

4. SCOPE OF INSTALLATION AND TRAINING SERVICES

4.1. Installation and Training Services. ASSA ABLOY shall provide the Installation Services and Training Services as set forth in the Agreement, and on and subject to the Installation and Training Services Terms and Conditions in Exhibit B

5. PAYMENTS, FEES, RECORDS AND TAXES

5.1. Payments Generally. Customer is required to pay a deposit of up to fifty percent (50%) of the estimated total price of an Agreement upon accepting an Agreement. All unpaid balances are due to ASSA ABLOY net thirty (30) days from the date on an invoice. ASSA ABLOY does NOT accept any "pay when paid" clauses or conditions, and payment is due to ASSA ABLOY regardless of any receipt of monies from a third party. Customer shall be responsible for all costs and expenses (including attorney fees and court costs) incurred by ASSA ABLOY in connection with any overdue balance. Customer agrees to pay ASSA ABLOY the balance of fees and expenses in the amounts and times as set forth in the Agreement, without retention, set-off, withholding or counterclaim. All payments are due and payable in full within 30 days from the date of ASSA ABLOY's invoice, unless otherwise stated in the Agreement. All payments shall be invoiced and paid in US Dollars and are non-refundable and non-creditable. Customer agrees to accept invoices without requiring a separate purchase order. In no event shall any purchase order, invoice, or any other documentation provided by Customer modify or supersede the terms of payment pursuant to the Agreement, including without limitation, the timing of when all fees are due for payment according to terms of the Agreement.

5.2. Travel Expenses. Travel and other expenses directly related to the Services will be invoiced at actual cost.

5.3. Late Payments; Default Interest. Any amount by Customer hereunder which remain unpaid after the due date shall be subject to default interest equal to 1.8% per month which interest will be immediately due and payable from the due date

for payment until the date of actual receipt in cleared funds by ASSA ABLOY and a late fee in the amount of ten percent (10%) of the total price set forth in the applicable Agreement. 24078

5.4. Suspension of Service. If any amount owing by Customer under the Agreement is 30 or more days overdue, or if Customer violates the Restrictions on Use set forth in Section 2.4, ASSA ABLOY may, without limiting ASSA ABLOY's other rights and remedies, suspend Services to Customer until such amount is paid in full or, as applicable, Customer remedies its violation of Section 2.4.

5.5. Records and Audit Rights. ASSA ABLOY reserves the right to run usage reports against Customer's system for the sole purpose of determining Customer's number of active users, Hardware items or other peripherals for which Customer needs a License ("Required Licenses"). Where the number of Required Licenses exceed the purchased Licenses set forth in the Agreement, ASSA ABLOY shall either notify Customer who shall within 10 business days reduce the Required Licenses to be consistent with the purchased Licenses or ASSA ABLOY may charge Customer for payment for the excess retroactively.

5.6. Taxes. Prices do not include, and Customer shall pay, any national, state, local, or international property, license, privilege, sales, use, excise, gross receipts, VAT, ad valorem, use, duty, withholding or other like taxes relating to the sale, delivery, receipt, payment for or use of Hardware and Services including any interest, penalty and additional tax or other charge related to delay or failure to pay such amount ("Taxes"). If ASSA ABLOY is required to collect any Taxes, such Taxes will be itemized separately on the invoice and paid by Customer. ASSA ABLOY will accept a valid Tax exemption certificate from Customer, if applicable. If an exemption certificate previously accepted by Customer is not recognized by the relevant governmental taxing authority, Customer agrees to promptly reimburse ASSA ABLOY for any Taxes covered by such exemption certificate which ASSA ABLOY is required to pay.

6. DATA PROTECTION AND PRIVACY; INFORMATION SECURITY

6.1. End User Data Privacy. Both parties will comply with all applicable requirements of applicable data protection laws when collecting, using, retaining, or disclosing personal information. Customer will have and abide by an appropriate privacy policy and will comply with all applicable laws, policies, and regulations relating to the collection of information from End Users and processing of Personal Data. Customer must post a privacy policy and that privacy policy must provide notice of Customer's use of cookies, identifiers for mobile devices or similar technology used to collect data. Customer must disclose how ASSA ABLOY collects and processes Personal Data within the Services or as part of improving the Hardware and Services. ASSA ABLOY'S processing of Personal Data is described in Exhibit C. Customer will ensure that each End User is provided with clear and comprehensive information about, and consents to, the processing of their Personal Data when such activity occurs in connection with the Services and where providing such information and obtaining such consent is required by law. When such consent is not required by applicable law, Customer shall ensure that it has another appropriate and required legal basis for the processing of End User Data in accordance with the Agreement and for Customer's intended purposes as may be necessary under applicable law. In connection with the Services, Customer shall only use or process End User Data, pursuant to all applicable laws, rules, regulations and orders of any governmental authority having relevant jurisdiction. Except as permitted under applicable laws, rules, regulations and orders of any governmental authority having relevant jurisdiction, Customer shall not share, distribute, transfer, publish, sell, trade, give away, or in any other way use, disseminate or disclose Personal Data received from any End Users.

6.2. Data Processing. Customer shall promptly inform ASSA ABLOY if the CCPA is applicable to ASSA ABLOY's processing of Personal Data on behalf of Customer hereunder, in which case – and only in such a case – the provisions set forth in **Clauses Error! Reference source not found. - 6.6** below shall apply.

6.3. Purposes. ASSA ABLOY will only collect, use, retain, or disclose Personal Data in accordance for the Contracted Business Purposes. ASSA ABLOY will not collect, use, retain, disclose, sell, or otherwise make Personal Data available for ASSA ABLOY's own commercial purposes or in a way that does not comply with the CCPA. If a law requires ASSA ABLOY to disclose Personal Data for a purpose unrelated to the Contracted Business Purpose, ASSA ABLOY must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, if reasonably practicable and unless the law prohibits such notice. ASSA ABLOY will limit Personal Data collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose. Customer acknowledges that ASSA ABLOY, its Affiliates and third parties may process Personal Data of the same data subjects in their operations outside the context of this Agreement, for which the provisions of this Agreement do not apply.

6.4. ASSA ABLOY will promptly take reasonable steps to comply with any Customer request or instruction requiring ASSA ABLOY to provide, amend, transfer, or delete the Personal Data, or to stop, mitigate, or remedy any unauthorized processing.

6.5. Pseudonymization. To the extent permitted under applicable data protection laws, ASSA ABLOY may aggregate, deidentify, or anonymize personal information so it no longer meets the Personal Data definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes. ASSA ABLOY will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

6.6. Assistance with Customer's CCPA Obligations. ASSA ABLOY will reasonably cooperate and assist Customer with meeting the Customer's CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of ASSA ABLOY's processing and the information available to ASSA ABLOY. ASSA ABLOY will notify Customer without undue delay if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with the CCPA.

6.7. Information Security. ASSA ABLOY will implement and maintain commercially reasonable security measures designed to meet the following objectives: (i) ensure the security of Customer Content in the custody and under the control of ASSA ABLOY; (ii) protect against unauthorized use or access to such Customer Content, and (iii) protect against any anticipated threats or hazards to the security or integrity of such Customer Content. Customer acknowledges and agrees that ASSA ABLOY

may rely upon the security processes and measures utilized by ASSA ABLOY's cloud infrastructure providers. Each Party shall notify the other without undue delay upon becoming aware of a breach of security leading to the accidental or unlawful destruction, loss alteration, unauthorised disclosure or, or access to, Personal Data.

7. LIMITED WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. Authority. ASSA ABLOY represents and warrants that ASSA ABLOY has the right and power to enter into the Agreement and grant the licenses set forth herein.

7.2. Installation Services. Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants for a period of 30 days from performance of service that Installation Services shall be performed in accordance with generally accepted industry standards.

7.3. Hardware: Subject to the conditions and limitations of liability stated herein, ASSA ABLOY warrants that the Hardware products will be free from material defects in materials and workmanship and will substantially conform to the applicable Documentation in effect as of the date of manufacture for a period of one (1) year from the date of shipment. No credits or refunds will be given for Hardware products that are returned incomplete or damaged. ASSA ABLOY shall not be required to perform any warranty repairs of the Hardware at a specific site. Customer shall be responsible for removing and reinstalling all the parts or components of the Hardware returned to ASSA ABLOY for repair under the warranty. Customer shall bear all risk of loss during the shipment of items and Hardware products returned to ASSA ABLOY. Customer shall be solely responsible for obtaining insurance on any and all items and Hardware products that are returned to ASSA ABLOY.

7.4. All Hardware and systems must be installed by ASSA ABLOY certified technicians/installers for the type of product being installed, or all warranties are voided. Systems that require online commissioning must be commissioned by an ASSA ABLOY certified technician/installer to be covered under ASSA ABLOY's warranty.

7.5. The warranty does not apply to (a) consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship. Customer is solely responsible under the Agreement to ensure that batteries powering Hardware are properly charged and timely exchanged. (b) to cosmetic damage, unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product; (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of ASSA ABLOY or an ASSA ABLOY authorized technician; (f) to defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware.

7.6. Remedies. Subject to the conditions and limitations of liability set forth herein:

7.6.1. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy for a breach of the foregoing limited Installation Services warranty shall be ASSA ABLOY's commercially reasonable effort to reperform the non-conforming part of the Services. ASSA ABLOY will, at ASSA ABLOY's expense, take such actions it determines in its sole discretion are required to conform;

7.6.2. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy if the SaaS or Seos Credential Service does not conform to ASSA ABLOY's then current Specifications shall be ASSA ABLOY's commercially reasonable effort after receiving written notice describing in reasonable detail the specific nature of the defect or non-conformity to repair or replace the functionality of the non-conforming part of the SaaS or Seos Credential Service to make it perform substantially in accordance with the Documentation. In the event ASSA ABLOY is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the SaaS or Seos Credential Service, Customer will have the right to terminate the applicable service, in which case ASSA ABLOY must refund to Customer a pro rata portion of any fees pre-paid by Customer for the applicable remainder of the Initial Subscription Period or Renewal Subscription Period;

7.6.3. ASSA ABLOY's sole and exclusive obligation and Customer's sole and exclusive remedy for breach of the foregoing limited warranties applicable to the sale of the Hardware shall be that ASSA ABLOY will either repair, replace or provide a reasonable workaround for the defective and/or nonconforming part of the Hardware after receiving written notice (such notice being received before the expiry of the warranty period) of the breach of warranty describing in reasonable detail the specific nature of the defect or non-conformity, or refund all amounts paid for such defective and/or non-conforming Hardware.

7.7. Third Party IPR Claims. In the event that Hardware or a Service becomes subject to a claim by a third party that it infringes a third party copyright, patent or other intellectual property right, or ASSA ABLOY anticipates that such a third party claim may be raised, ASSA ABLOY shall have at its option and expense the right to (a) obtain for Customer a license to continue using that Hardware; or (b) substitute the Hardware with other substantially similar hardware. THIS SECTION 7.7 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.8. Disclaimer of Warranties. Customer expressly acknowledges and agrees that the use of each of the Services is at Customer's sole risk. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.6 ABOVE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ASSA ABLOY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ASSA ABLOY DOES NOT WARRANT THAT THE FUNCTIONS MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DOWNTIME, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE ABOVE WARRANTIES DO NOT APPLY TO ANY DEFECTS, DAMAGES, FAILURES OR MALFUNCTIONS TO ANY PART OF THE HARDWARE OR SERVICES RESULTING FROM (A) NEGLIGENCE, ABUSE, OR MISAPPLICATION (B) USE OF THE HARDWARE OR SERVICES OTHER THAN AS SPECIFIED IN THE DOCUMENTATION THEREOF OR OTHERWISE IN OTHER THAN ITS NORMAL AND CUSTOMARY MANNER (C) ANY ALTERATIONS, MODIFICATIONS OR ADAPTATIONS OF THE PRODUCTS PERFORMED BY ANYONE OTHER THAN ASSA ABLOY, OR ANY UNAUTHORIZED

COMBINATION OR INTERFACING OF THE HARDWARE WITH OTHER HARDWARE OR SOFTWARE. ²⁴⁻⁰³⁸ FURTHERMORE, ASSA ABLOY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE PERFORMANCE OR THE RESULTS OF THE USE OF THE SERVICES OR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF A WARRANTY. The foregoing limitations and exclusions apply to the extent permitted by applicable law in customer's jurisdiction. If applicable law limits the application of the provisions of this Section 7, ASSA ABLOY's liability will be limited to the maximum extent permissible.

7.9. In the event that Hardware or a Service becomes subject to a claim by a third party that it infringes a third party copyright, patent or other intellectual property right, or ASSA ABLOY anticipates that such a third party claim may be raised, ASSA ABLOY shall have at its option and expense the right to (a) obtain for Customer a license to continue using that Hardware or Service; (b) substitute the Hardware or Service with other substantially similar hardware or service; or (c) terminate the license for the infringing portion of the Hardware or Service. THIS SECTION 7.9 SETS FORTH ASSA ABLOY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ASSA ABLOY OR ITS AFFILIATES OR THIRD PARTY LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER FOR LOSS OF PROFIT OR REVENUES, COSTS OF DELAY, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCT OR OTHER PRODUCT SOFTWARE, SYSTEM, OR FACILITY, LOSS OF DATA OR INFORMATION, LOSS OF PRODUCTIVITY, INTEREST CHARGES, COSTS OF SUBSTITUTE PRODUCTS, SOFTWARE, SYSTEMS, OR SERVICES, COST OF PURCHASES OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO PROPERTY OR PERSON, NOR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF HARDWARE OR SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF ANY REPRESENTATION OR WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE), EVEN IF ASSA ABLOY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ASSA ABLOY'S AGGREGATE LIABILITY FOR DAMAGES OR LOSSES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) UNDER THE AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT (OR, IN THE CASE OF PROVISION OF SERVICES, PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM).

7.11. Nothing in this agreement excludes the liability of ASSA ABLOY for death or personal injury caused by ASSA ABLOY's negligence; nor for fraud or fraudulent misrepresentation.

7.12. The limitations and exclusions set forth in this Agreement apply to the fullest extent permitted by applicable law. If applicable law limits the application of the provisions of this Clause 7, ASSA ABLOY's liability will be limited to the maximum extent permissible.

8. INDEMNIFICATION

8.1. Customer shall indemnify and hold ASSA ABLOY, its Affiliates, officers, directors, third party licensors, and employees, harmless from and against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of (a) alterations or modifications to the SaaS, Embedded Software or Hardware made by or on behalf of Customer (b) combinations of using the SaaS, Embedded Software or Hardware with products, services, or materials not provided by ASSA ABLOY where the infringement would not have occurred but for Customer's combination of such products, services, or materials; (c) Customer's wilful misconduct or unauthorized use of SaaS, Embedded Software or Hardware; (d) any violation by Customer of third party rights including but not limited to privacy and data protection rights or breach of Clause 7.1; (e) from Customer's use of or submission of Customer Content through a Service; or (f) Customer's access to and use of a Service in accordance with Clause 2.9.

9. TERM AND TERMINATION

9.1. **Term.** The term of Agreement shall commence on the Effective Date of the Agreement and shall remain in force during the Initial Subscription Period and any Renewal Subscription Period or until terminated in accordance with the terms hereof ("License Term"). Following expiry of the Initial Subscription Period, and any Renewal Subscription Period, the Subscription period will automatically renew at ASSA ABLOY's prices in effect at the time of such renewal, for an additional period of 12 months years at a time (each a "**Renewal Subscription Period**") following the end of the Initial Subscription Period and any subsequent Renewal Subscription Period, unless terminated in writing by either Party by giving three months' notice of such party's intent not to renew prior to the end of the Initial Subscription period or the then applicable Renewal Subscription Period. Any such notice of intent not to renew shall be given in accordance with the terms hereof. No such automatic renewal shall occur at any time following the termination of the Agreement in accordance with the terms hereof.

9.2. **Termination of Agreement by ASSA ABLOY.** ASSA ABLOY may terminate the Agreement by written notice to Customer in the event that (i) Customer fails to make any payment required within ten (10) days after receiving a written notice that such payment is past due, provided that such failure does not relate to a good faith dispute between the parties regarding the amount due; (ii) Customer breaches any of its obligations under the Agreement, and has been given written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice; or (iii) immediately upon registered letter if Customer commences bankruptcy proceedings, makes composition with its creditors, is subject to the appointment of an administrator or is subject to any other similar proceedings or otherwise proceedings that have the same or similar effects or if the other Party could reasonably be deemed to be insolvent. Without limiting ASSA ABLOY's other rights in

the Agreement, if ASSA ABLOY terminates the Agreement pursuant to this Section, Customer will pay any unpaid fees covering the remainder of the License Term. 24078

9.3. Termination of Agreement by Customer. Customer may terminate the Agreement by written notice in the event that ASSA ABLOY materially breaches any of its obligations under the Agreement, has been given written notice of such default, and has not corrected the default within thirty (30) days of the date of the notice.

9.4. Effect of Termination. Upon any expiry or termination of the Agreement, all rights granted to Customer in relation to the Services will immediately cease and Customer shall cease using the licensed Service, or if Customer should otherwise discontinue using the licensed Service, Customer shall destroy all copies of the Documentation and any related materials in any form.

9.5. Handling of Customer Content in the event of Termination. Upon request by Customer made within 30 days after the effective date of termination or expiration of the Agreement, ASSA ABLOY will make Customer Content available to Customer for export or download as provided in the Documentation. After such 30-day period, ASSA ABLOY will have no obligation to maintain or provide any Customer Content.

10.CONFIDENTIALITY

10.1. Confidentiality. Customer agrees to maintain and protect all Confidential Information and keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may use it only for the purposes for which it was provided under the Agreement. Except as expressly provided in the Agreement, Confidential Information may be disclosed only to Customer's employees or contractors obligated to Customer under similar confidentiality restrictions and only for the purposes for which it was provided. These obligations do not apply to information which: (a) is rightfully obtained by Customer without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of Customer; (c) Customer develops independently without using Confidential Information of ASSA ABLOY; or (d) only to the extent and for the purpose of disclosing such Confidential Information in response to a valid court or governmental order, and if Customer has given the ASSA ABLOY prior written notice and provides reasonable assistance so as to afford it the opportunity to object or obtain a suitable protective order.

10.2. Remedy for Breach. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its confidentiality obligations under the Agreement, and that monetary damages will be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees, notwithstanding Clause 7.6, that the disclosing Party will, in addition to any other remedies available to it at law or in equity for breach of this Clause 10, be entitled to seek injunctive relief in any court of competent jurisdiction to enforce such confidentiality obligations.

11.MISCELLANEOUS

11.1. Compliance with Law. Each party shall comply with all applicable laws, ordinances, rules and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the sale, use and/or operations of Hardware or Services. Without limiting the generality of the foregoing, Customer shall comply with all laws and regulations on anti-corruption, sanctions and export control, data protection, international communications, and the exportation of technical or Personal Data.

11.2. Export and Import Controls. The SaaS, Hardware, Embedded Software or other technology ASSA ABLOY makes available hereunder may be subject to export laws and regulations of the European Union, the United States and other jurisdictions. Customer agrees to comply strictly with all export laws and regulations. Customer shall not permit End Users to access or use any licensed Service or Customer Content in or via an embargoed country, which would prohibit such access or in any violation of any export law or regulation. Proscribed countries are set forth in the applicable export regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies, represents, warrants and undertakes that Customer is not targeted under the sanctions or export controls of the United Nations, the United States, the European Union or any other relevant government, or are listed on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or any list maintained by the United Nations, the European Union or other relevant government.

11.3. Independent Contractor. Nothing in the Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Except as otherwise set forth herein, each Party shall bear its own costs and expenses in performing the Agreement.

11.4. Third Party Rights. This agreement does not confer any rights on any person or party other than the parties to this agreement and, where applicable, their successors and permitted assigns.

11.5. U.S. Government Rights. If Customer is a U.S. Government agency and subject to the regulations of FAR or DFARS, the SaaS are provided with "Restricted Rights." Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable (and the successor clauses to any of the foregoing). The contractor/manufacturer is ASSA ABLOY. Subject to any applicable regulations set out in the FAR or DFARS (and any superseding regulations), SaaS are provided with the commercial license

rights and restrictions described elsewhere in the Agreement. For Department of Defense agencies, the restrictions set forth in the "Technical Data - Commercial items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply. 24978

11.6. Governing Law and Venue. This Agreement, and all disputes, claims, or causes of action (whether in contract, tort, statute, or constitution) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action arising out of or related to any representation or warranty made in connection with this Agreement) (collectively, the "Agreement Dispute"), shall be governed by the laws of the State of Texas, without giving effect to its provisions of choice of law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any Quote or transaction hereunder.

11.7. Any action, proceeding, mediation, or arbitration shall be brought in the State of Texas, County of Dallas. The parties hereby irrevocably submit to the subject matter and personal jurisdiction of such courts, and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

11.8. Dispute Resolution. In the event of an Agreement Dispute, the party claiming such Agreement Dispute shall give written notice to the other party with a description of the Agreement Dispute (a "**Dispute Notice**") to the other party. Following delivery of a Dispute Notice, the parties shall negotiate in good faith for a reasonable period of time to settle such Agreement Dispute; provided that such reasonable period shall not, unless otherwise agreed by the parties in writing, exceed forty-five (45) calendar days from the time of receipt by a party of a Dispute Notice. If, within forty-five (45) calendar days (or such longer period as may be agreed in writing between the parties) after receipt of a Dispute Notice, the parties have not succeeded in resolving of the Agreement Dispute, the parties agree to submit the Agreement Dispute, at the earliest possible date, to mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association ("**AAA**"), and to bear equally the costs of the mediation. The parties agree to participate in good faith in the mediation and negotiations related thereto, for a period of thirty (30) days, or such longer period as they may mutually agree, following the initial mediation session (the "**Mediation Period**"). If the Agreement Dispute has not been resolved for any reason after the Mediation Period, then such Agreement Dispute shall be determined exclusively by arbitration before and in accordance with the then-existing Commercial Arbitration Rules of the AAA, except as modified herein (the "**Rules**"). There shall be one arbitrator mutually agreed upon by both parties within twenty (20) days after the Mediation Period. If an arbitrator cannot be timely appointed by the parties, AAA shall appoint an arbitrator in accordance with the Rules, and in any such procedure, each Party shall be given two strike, excluding strikes for cause. In resolving any Agreement Dispute, the parties intend that the arbitrators shall apply the substantive laws of the State of Texas, without regard to any choice of law principles thereof that would mandate the application of the laws of another jurisdiction. The parties intend that any award rendered by the arbitrators shall be final and binding on the parties. The arbitrators shall be entitled, if appropriate, to award any remedy in such proceedings, including monetary damages, specific performance, and all other forms of legal and equitable relief; provided, however, the arbitrators shall not be entitled to award indirect, consequential, punitive, exemplary, treble, or any other form of non-compensatory damages, excluding attorneys' fees. Any arbitration proceeding shall be concluded in a maximum of six (6) months from the commencement of the arbitration, unless agreed to otherwise by the parties in writing.

11.9. Assignment. The Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) ASSA ABLOY may assign the Agreement to a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise; (ii) ASSA ABLOY may assign the Agreement to any of its Affiliates; and (iii) ASSA ABLOY may use subcontractors in the performance of its obligations hereunder. Any attempted assignment in violation of what is set forth above in this Section 11.9 will be void. If subcontractors are used by ASSA ABLOY for the processing of Personal Data on Customer's behalf, the obligations set forth in these General Terms and Conditions with respect to Personal Data shall be imposed on those subcontractors, and ASSA ABLOY shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes, in each case if required under applicable data protection laws.

11.10. Delays and Force Majeure. ASSA ABLOY shall notify Customer as soon as reasonably possible of any delays in the scheduled delivery, and Customer agrees that ASSA ABLOY cannot be held liable in any manner whatsoever for such delays. Neither party shall be liable for failure to fulfil its obligations (other than payment obligations) under the Agreement issued hereunder or for delays in delivery due to Force Majeure. The time for performance of any such obligation shall be extended for the period lost because of the event of Force Majeure.

11.11. Notices. Notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties to their respective addresses.

11.12. Severability. If any provision of the Agreement shall be held by a court of competent jurisdiction to be wholly or partly invalid or contrary to law or public policy, the validity of the Agreement as a whole shall not be affected and the remaining provisions shall remain in full force and effect. To the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

11.13. Survival. Terms and conditions which by their nature extend beyond the License Term shall survive the termination or expiry of the Agreement, including Customer's obligations under Sections 2.3, 6, 7, 8.1, 9, 9 and 10. Customer's obligations to pay fees or charges due and payable at the time of expiry or termination, or which become due and payable thereafter, shall survive the termination of the Agreement or any addenda hereto.

11.14. Waiver. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, such shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach. Notwithstanding the foregoing, provisions on complaints and limitation periods, such as in Section 7 hereof, shall apply.

11.15. Entire Agreement. The Agreement including all schedules constitute the entire understanding and agreement between the parties hereto with respect to the subject matter of the Agreement and merges and supersedes all prior communications, understanding and agreements, written or oral, and no amendments shall become effective without written

agreement signed by the parties hereto. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

By executing below, Purchaser and AAGS agree to all of the terms and conditions set forth in these Terms.

PURCHASER

AAGS

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

Prime Sponsor(s): Mr. Hollins
Requested by: Land Use
Date of introduction: May 28, 2024

ORDINANCE NO. 24-087

TO AMEND NEW CASTLE COUNTY CODE CHAPTER 40 (“UNIFIED DEVELOPMENT CODE” OR “UDC”), ARTICLE 3 (“USE REGULATIONS”), ARTICLE 4 (“DISTRICT AND BULK STANDARDS”), ARTICLE 33 (“DEFINITIONS”), AND APPENDIX 7 (“GUIDING PRINCIPLES FOR DEVELOPMENT”) , REGARDING EXPANDING THE ACCESSORY DWELLING UNIT REGULATIONS TO PROVIDE EQUITABLE AFFORDABLE HOUSING OPPORTUNITIES AND THE ABILITY TO AGE IN PLACE, AND UPDATING THE GUIDING PRINCIPLES TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN

1 **WHEREAS**, County Council adopted Substitute No. 2 to Ordinance No. 22-024 as
2 Amended by Floor Amendment No. 1 (“New Castle County Comprehensive Plan 2050”
3 or “Comprehensive Plan”), on July 26, 2022, and the County Executive approved the
4 Ordinance on August 4, 2022; and
5

6 **WHEREAS**, in April of 2007, County Council adopted Substitute No. 1 to
7 Ordinance No. 07-001 creating the Accessory Dwelling Unit (“ADU”) provisions to:
8

- 9 • Provide senior homeowners with a means of obtaining rental income,
10 companionship, security, and services, thereby enabling them to stay more
11 comfortably in homes and neighborhoods they might otherwise be forced to leave;
12
- 13 • Create additional housing units in areas where infrastructure is already in place;
14
- 15 • Provide housing units for persons with special needs facilitate the supply of
16 housing available to households with moderate incomes; and
17

18 **WHEREAS**, in March of 2017, County Council adopted Ordinance No. 16-117 to
19 increase the cap on ADUs from 0.2 percent single family detached homes to 0.4 percent
20 of single family detached homes; and
21

22 **WHEREAS**, in the seventeen years since adoption of the ADU provisions, fewer
23 than 400 accessory dwelling unit permits have been issued, about one quarter of which
24 were for detached ADUs; and
25

26 **WHEREAS**, the Delaware Housing Needs Assessment 2015-2022, issued by the
27 Delaware State Housing Authority, indicates an existing need for affordable housing in
28 New Castle County; and
29

30 **WHEREAS**, the New Castle County Comprehensive Plan directs the County to
31 increase the variety and range of safe, quality housing options for all, in a diversity of
32 locations; focus on revitalizing and preserving areas already developed, while responsibly
33 guiding future development in a manner that is consistent with adjacent communities; and
34

35 **WHEREAS**, the New Castle County Comprehensive Plan identified ADUs as a
36 method for addressing the affordable housing needs in the County; and
37

38 **WHEREAS**, the County recognizes the importance of updating its development
39 regulations to be consistent with, and implement, the New Castle County Comprehensive
40 Plan; and
41

42 **WHEREAS**, County Council has determined that the provisions of this Ordinance
43 substantially advance, and are reasonably and rationally related to, legitimate
44 government interests (i.e., promoting the health, safety, morals, convenience, order,
45 prosperity and/or welfare of the present and future inhabitants of this State).
46

47 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
48

49 **Section 1.** *New Castle County Code* Chapter 40 (“Unified Development Code”
50 or “UDC”), Article 3 (“Use Regulations”), Division 40.03.100 (“Use Regulations”), is
51 hereby amended by adding the material that is underscored and deleting the material
52 that is bracketed and stricken, as set forth below:

Table 40.03.110A. General Use Table									Table 40.03.110B. General Use Table							Table 40.03.110C. General Use Table	
Zoning District (Urban and Suburban-Transition Character) Y=permitted, N=prohibited, L=limited review, S=special use review, A=accessory									Zoning District (Suburban and Special Character)							Additional Standards (all districts)	
Land Use	TN*	ST	MM	ON	OR	CR	BP	I	CN	S***	SE	NC**	HI	EX	SR	Parking	Limited & Special Use Standards
... Residential									Residential							Residential	
...Manufactured home park	N	N	L	N	N	N	N	N	N	N	N	L	N	N	N	2.25/du.	Section 40.03.306
Small single-family <u>detached dwelling</u>	L	L	N	N	N	[L]N	N	N	[L]N	L	N	L	N	N	N	2.0/du.	[---]Only permitted as an ADU (Section 40.03.410) ...

55 **Section 2.** *New Castle County Code* Chapter 40 (“Unified Development Code”
56 or “UDC”), Article 3 (“Use Regulations”), Division 40.03.400 (“Individual Use
57 Standards”), is hereby amended by adding the material that is underscored and
58 deleting the material that is bracketed and stricken, as set forth below:
59

60 **Sec. 40.03.410. Accessory uses, residential.**
61

62 Residential uses may have accessory buildings and accessory uses provided they
63 conform to the following standards...
64

65 I. *Accessory dwelling unit (ADU).*
66

- 67 1. Only one (1) ADU is permitted per single-family ...
68
69 7. On any lot [~~greater than two (2)~~]one half (1/2) of an acre or more, one (1)
70 freestanding accessory structure may be constructed or used as an
71 ADU[~~The freestanding~~] provided that the dwelling unit [may be located in
72 any yard, provided that it]meets the same front, street, side and rear yard
73 setbacks as required for the principal dwelling. ...
74
75 12. ~~[The total number of building permits issued for ADUs in unincorporated~~
76 ~~New Castle County shall not exceed four tenths (0.4) percent of the total~~
77 ~~of single family detached homes in the County based an assessment~~
78 ~~records.]~~A detached ADU may be either a Small Single-Family or Single-
79 Family Detached dwelling.
80
81 13. An ADU is the only detached accessory residential structure that may
82 provide quarters for sleeping.
83
84 14. Ardens exception for existing ADUs. ...
85
86 ~~[14. The Department of Land Use shall advise New Castle Council in writing~~
87 ~~ADUs are reaching the cap; the Department at that time will render a~~
88 ~~recommendation to Council on whether the cap should be raised and if so,~~
89 ~~by how much.]~~
90

91 **Section 3.** *New Castle County Code* Chapter 40 (“Unified Development Code”
92 or “UDC”), Article 4 (“District and Bulk Standards”), Division 40.04.100 (“District
93 performance standards”), is hereby amended by adding the material that is
94 underscored and deleting the material that is bracketed and stricken, as set forth
95 below:
96

97 **Sec. 40.04.110. District and bulk standards.**

98
99 This Section contains the basic district standards applicable to all uses. Table 40.04.110
100 contains intensity, lot, bulk and exterior storage standards. These standards may be
101 modified by the Department pursuant to Article 26.

102
103 A. *Minimum open space ratio.* ...

104
105 B. ~~[Minimum-s]~~Site area. ~~[Minimum-s]~~Site area is the [minimum] area required
106 ~~[before]~~for any new uses recognized by this Chapter ~~[may]~~to be permitted in the
107 zoning district. The number identified is the minimum site area unless otherwise
108 specified.

109 No land shall be rezoned unless the proposed zoning district meets minimum site
110 area requirements. In determining minimum site area requirements for rezoning
111 applications, contiguous parcels of the same zoning shall be considered in the
112 calculation.

113
114 C. Maximum building height. ...

115
116 D. Minimum lot area. ...

Table 40.04.110A. DISTRICT AND BULK STANDARDS								Table 40.04.110B. DISTRICT AND BULK STANDARDS								Table 40.04.110C. DISTRICT AND BULK STANDARDS	
District Standards								Lot, and Building Standards								Storage and Comments	
		Density		Floor Area Ratio				Minimum							Max.	Exterior Storage	Notes
Zoning District & Type	Min. OSR/LSR	Max. Gross	Max Net	Max. Gross	Max Net	Utilities (on-site, public)	[Min.] Site Area	Lot Area	Lot Width (feet)	Front and Street Yards (feet)	Side Yard (feet)	Rear Yard (feet)	Paving street yard/ other yard (feet)	Unit Mix (%)	Build-ing Height (feet)	Percent of Lot Area	
Suburban Reserve (SR)...								Suburban Reserve (SR)...								Suburban Reserve (SR)...	

Section 4. New Castle County Code Chapter 40 (“Unified Development Code” or “UDC”), Article 33 (“Definitions”), Division 40.33.200 (“Use definitions”), is hereby amended by adding the material that is underscored and deleting the material that is bracketed and stricken, as set forth below:

Sec. 40.33.220. Residential uses.

A. *Single-family detached*. These are detached dwelling...

K. *Manufactured home park*. A development designed...

L. *Small single-family*. The small single-family house is an affordable unit specially designed and built to serve the needs of individuals or small households who need small, compact, affordable housing. It is not intended to meet the needs of large families. ~~[Three (3)]~~ Two (2) types of housing are provided: single-family detached one (1) story~~[,] and single-family detached two (2) story[, and single-story attached]~~. The small scale of these units permits them to fit into existing neighborhoods without threatening the neighborhood character.

M. *Accessory dwelling unit (ADU)*. This is a second, subordinate...

Section 5. New Castle County Code Chapter 40 (“Unified Development Code” or “UDC”), 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 bracketed and stricken, as set forth below:

Division 40.33.300. General definitions.

This Division contains the definition of words used in this Chapter ...

Dwelling, single-family detached. A dwelling unit, including a manufactured home, designed for and occupied by not more than one (1) family and having no roof, wall or floor in common with any other dwelling unit. ~~[With the exception of small single-family housing (Section 40.07.340), the following shall apply]:~~

A. It has a minimum of seven hundred fifty (750) square feet of gross floor area.

B. It has a minimum width along any exterior front, side and rear elevation of twenty (20) feet, exclusive of any garage area. If applicable, it ~~[shall]~~ must be multiple transportation sections at least ten (10) feet wide unless transportable in three (3) or more sections, in which case only one (1) section need be ten (10) feet wide.

C. It is permanently ...

Dwelling, small single-family detached. A one (1) or two (2) story dwelling unit, designed for and occupied by not more than one (1) family and having no roof, wall or floor in common with any other dwelling unit. The following applies:

- A. It has a minimum of four hundred (400) square feet of gross floor area and less than seven hundred fifty (750) square feet of gross floor area.
- B. It is of light-frame or masonry construction and permanently mounted on a solid foundation or pier foundation system in accordance with Chapter 6.
- C. All utilities must be permanently connected in accordance with the County plumbing and mechanical codes.
- D. The dwelling must have a weather-resistant exterior covering material comparable in appearance, quality and durability to brick, stone, treated lumber, masonry, or masonry veneer, which shall extend to the foundation.
- E. The siding of all dwellings must be continuous so as to enclose any joining of two (2) or more sections.
- F. It complies with all other pertinent sections of the building and housing codes of the County, and the fire and health codes of the State.

Dwelling unit. One (1) or more rooms physically...

Lot, flag. ...

Lot line. A property line dividing one (1) lot from another or from a street or other public place. A lease line shall not be interpreted to be a lot line. There are basically four (4) types of lot lines—front, rear, side, and street. See Figure 40.33.312.

- A. Front lot line.* The street lot line from which the unit takes access[; or w]. Where more than one (1) street yard could safely provide [this] access, the street serving the smallest traffic volume unless otherwise determined by the Department. For parcels with no street frontage the front lot line must be determined by the Department.
- B. Rear lot line.* The lot line opposite or nearly opposite the front lot line. In the case of a lot without a clearly identified rear lot line, that line shall be construed to be a ten (10) foot long line drawn parallel with the front street line.
- C. Side lot line.* The lot line that runs generally perpendicular or at angles to the street or any line that is not a front, street or rear lot line.
- D. Street lot line.* Any lot line that is also a street right-of-way line.

Lot-line house....

209
210 *Yard. ...*

211
212 *Yard, front.* A yard extending the full width of the lot between the front lot line and the
213 parts of the principal building erected thereon.

214
215 *Yard, rear.* A yard extending the full width of the lot between the rear lot line and the
216 parts of the principal building erected thereon. For a corner lot, the rear yard shall not
217 extend beyond the building setback line on the side street.

218
219 *Yard, side.* A yard between the parts of the principal building and the adjacent side lot
220 line [~~of the lot~~] and extending from the front yard to the rear yard.

221
222 *Yard, street.* A yard extending the full width of the lot between the street lot line and
223 the parts of the principal building erected thereon setting back from and nearest such
224 street line.

225
226 *Zero (0) lot line. ...*

227
228 **Section 6. New Castle County Code** Chapter 40 (“Unified Development Code
229 or “UDC”), Appendix 7 (“Guiding Principles for Development”), is hereby amended by
230 adding the material that is underscored and deleting the material that is bracketed and
231 stricken, as set forth below:

232
233 **APPENDIX 7: GUIDING PRINCIPLES FOR DEVELOPMENT**

234
235 **1. Purpose and Applicability. ...**

236
237 **2. Character Areas.**

238
239 A. The Comprehensive Development Plan ...

240
241 B. The Guiding Principles achieve the foregoing through dividing the County into
242 ~~[five (5)]~~six (6) Character Areas, consistent with the ~~[eight (8) future land use~~
243 ~~categories designated by the Comprehensive Development Plan: Residential~~
244 ~~Neighborhood, Mixed Residential Neighborhood, Corridor, Center, and New~~
245 ~~Community Development]~~Future Land Use Designations and policies in the New
246 Castle County Comprehensive Development Plan. For additional clarity, the
247 relationship between zoning districts, future land use categories, and their
248 corresponding character area designations, are shown below:
249

250
251
252
253

Table 1
Character Area Relationships

Zoning Districts	Strategies for State Policies and Spending Areas	Comprehensive Development Plan Future Land Use Categories	General Description	Guiding Principles Character Areas
<u>S, ST, TN</u>	<u>Levels 1 & 2</u>	<u>Hamlets & Villages/ Residential Developed/ Residential Developed</u>	<u>Moderate to High Density/Mix of Dwelling Unit Types/Neighborhood Scale Commercial and Office Uses Areas providing walkable, transit-supportive, community centers that transition to surrounding suburban areas</u>	<u>Traditional Community Development</u>
<u>S</u>	<u>Levels 1 & 2</u>	<u>Residential/Residential Developed</u>	<u>Low to Moderate Density Residential/Mix of Dwelling Unit Types</u>	<u>Suburban Community Development</u>
<u>S, SE, SR, NC</u>	<u>Levels 1,2,3, & 4</u>	<u>Residential/Residential Developed</u>	<u>Very Low to Moderate Density Residential/Mix of Dwelling Unit Types</u>	<u>Residential Neighborhood</u>
<u>All</u>	<u>Levels 1,2,3, & 4</u>	<u>Resource Preservation</u>	<u>Discourage New Development/Protect natural resources and preserve green fields</u>	<u>Resource Preservation</u>
[SE, SR, S, applicable NC districts]	[Levels 1, 2 & 3]	[Very Low Density Residential]	☐ [0-1 dwelling units/acre] ☐ [Protect natural resources and preserve green fields]	[Residential Neighborhood]
[S, ST applicable NC districts]	[Levels 1 & 2]	[Low Density Residential]	☐ [1-3 dwelling units/acre-] ☐ [Minimize new development until population and employment growth justifies expansion of the public sewer system] ☐ [Protect natural resources and preserve green fields]	[Residential Neighborhood]
[ST, TN, applicable NC districts]	[Levels 1 & 2]	[Medium Density Residential]	[2-8 dwelling units/acre]	[Residential Mixed Neighborhood]

[ST, TN, applicable NC districts]	[Levels 1 & 2]	[High Density Residential]	[> 8 dwelling units/acre]	[Residential Mixed Neighborhood]
CN, CR, ON, OR, BP, I, applicable NC Districts	Levels 1 & 2	Type 1 (Commercial Corridor Development)/Type 2 (Employment-based Corridor Development)/Community Development Areas	- Higher densities - Redevelopment or mixed-use centers - Transit supportive	Corridor
CN, CR, ON, OR, BP, I, and HI	Levels 1 & 2	Business Flex and Manufacturing	- High intensity commercial and employment-based uses permitting integrated residential - Redevelopment or mixed-use centers - Transit supportive	Commercial and Employment Centers
[CN, CR, ON, OR, BP]	[Levels 1 & 2]	[New Community Development Area]	[Density goal 3-5 dwelling units per acre] [Areas providing walkable, transit-supportive, community centers that transition to surrounding suburban areas]	[New Community Development]
[SE, SR]	[Levels 2, 3 & 4]	[Resource & Rural Preservation]	☐ [Minimize new development] ☐ [Protect natural resources and preserve green fields]	[Not addressed — regulated by existing UDC standards]

C. The Comprehensive Development Plan has ...

3. Guiding Principles and Character Areas.

A. ~~[The Guiding Principles align]~~ This Appendix provides specific guidance on four (4) of the six (6) ~~[five (5)]~~ character areas ~~[to the future land use categories in the Comprehensive Development Plan:]~~; Residential Neighborhood, ~~[Mixed Residential Neighborhood]~~ Suburban Community Development, Commercial and Employment Centers, and Corridors, and New Community Development. This ~~[e]~~ Appendix does not address ~~[Heavy Industrial and]~~ Resource ~~[& Rural]~~ Preservation category ~~[ies are not addressed here because they are regulated by the UDC, and do not require the kind of design and amenity regulations established in these Guiding Principles]~~ since land use policy set by the Comprehensive Development Plan is to encourage preservation efforts in

268 Resource Preservation Areas. Design standards for Traditional Community
269 Development are in Article 25 Design.

270
271 B. The following table summarizes the Guiding Principles for each character area:

272
273

Table 2
Summary of Design Principles

	Residential Neighborhood	[Mixed Residential Neighborhood] Suburban Community Development	Corridors	Commercial and Employment Centers	[New] Traditional Community Development
Vision	[Primarily Single-Family detached, low densities] <u>Very Low to Moderate Density Residential/Mix of Dwelling Unit Types</u>	[Mix of residential types, from high density single family to apartments, with small scale commercial] <u>Low to Moderate Density Residential/Mix of Dwelling Unit Types</u>	Mix of commercial and employment-based uses with supportive residential higher densities Redevelopment or mixed-use centers transit supportive	High intensity commercial and employment-based uses permitting integrated residential Redevelopment or mixed-use centers Transit supportive	Mix of <u>residential and institutional uses may include supportive commercial or employment-based uses</u> [; may include supportive residential]
Building:					
Facade Design	No special considerations except in Home Town or Neighborhood Preservation districts	Highly articulated facade with a high level of transparency	Highly articulated facade with a high level of transparency, with more flexible standards away from the corridor	Moderately to highly articulated facade with a high level of transparency, with flexible standards for designated “B” streets	Moderately articulated facade with transparency, with flexible standards for designated “B” streets
Orientation	No special considerations except in Home Town or	Front-facing entry element (porch, stoop, etc.)	High level of ground floor pedestrian interest and transparency	High level of ground floor pedestrian interest and transparency	Accessible by vehicles with ground floor pedestrian

	Residential Neighborhood	[Mixed Residential Neighborhood] Suburban Community Development	Corridors	Commercial and Employment Centers	[New] Traditional Community Development
	Neighborhood Preservation districts		with front-facing entries (canopy, courtyard, etc.)	with front-facing entries (canopy, courtyard, etc.)	interest and transparency internal to the development
Transition Adjacent to Single-Family	No special considerations	Lower scale adjacent to Residential Neighborhoods	Lower scale adjacent to Residential Neighborhoods	Lower scale adjacent to Residential Neighborhoods	Lower scale adjacent to Residential Neighborhoods
Site:					
Building Placement	Buildings located to allow for front and rear yards	Buildings located near the sidewalk edge or set back	Buildings located near the sidewalk edge	Buildings set back from the sidewalk edge or along sidewalks at exterior	Buildings set back from the sidewalk edge or along sidewalks at exterior
Parking	No special considerations	Parking dispersed in small modules / [Quantity limited]	Parking located to the rear or side of buildings in small modules	Parking located to the rear of buildings in small modules or Parking set back from the sidewalk edge in landscaped lots	Parking set back from the sidewalk edge in landscaped lots / Sufficient quantity
Pedestrian & Bicycle Circulation	Sidewalks and paths provide multi-modal connections	Sidewalks and paths provide multi-modal connections	Buildings are connected to the street & transit / sidewalks, bike lanes and multi-	Buildings are connected to the street & transit / sidewalks, bike lanes and multi-	Multi-modal paths and sidewalks connect buildings and parking

	Residential Neighborhood	[Mixed Residential Neighborhood] Suburban Community Development	Corridors	Commercial and Employment Centers	[New] Traditional Community Development
			modal paths connect to greenways and neighborhoods	modal; paths connect to greenways & neighborhoods	
Vehicular Circulation	Streets provide sufficient connectivity / narrow drive lanes for new subdivisions	Narrow drive lanes / street provide sufficient connectivity	Narrow drive lanes / limited curb cuts / off-street connections between parcels	Narrow drive lanes / limited curb cuts / off-street connections between parcels	Narrow drive lanes / limited curb cuts / off- street connections between parcels
Stormwater Management	Stormwater management practices should be integrated into site features such as rooftops, landscape islands, and paved areas, to intercept and retain rainfall runoff throughout the site in order to mimic pre-developed hydrology and reduce overall development costs associated with high land value.				
Amenities:					
Open / Civic Spaces	High level of passive open space oriented around natural features	Open space primarily provided as patios and courtyards limited urban landscaping to promote pedestrian orientation and reduce visual impacts of parking	Some open space provided as patios and courtyards significant landscaping to reduce visual impacts of parking and enhance community image	Significant perimeter landscaping to enhance community image or transition in scale where adjoining other uses.	Significant perimeter landscaping or transition in scale where adjoining other uses

4. Residential Neighborhood.

A. *Vision.*

1. The Residential Neighborhood designation [~~is for New Castle County's predominantly single-family neighborhoods. The designation~~] applies to areas primarily identified as Residential Developed in the Comprehensive Development Plan~~[consisting primarily of single-family dwellings on individual lots and is intended to preserve and protect the existing character of the residential neighborhood. Typical uses include single family housing, parks, and compatible uses such as schools and daycare centers]~~.
2. The vision is to protect the residential neighborhoods from encroaching commercial uses and incompatible development that would compromise the quality of life and character of these areas. This directs incompatible development away from the neighborhoods to Corridor[, and Center[, and New Community Development] character areas [and] providing[es] a broad array of neighborhood conservation measures to control the pace and type of change within existing residential areas.
3. At an appropriate scale and design, [~~however,~~]neighborhood-serving retail, service, and institutional uses [~~should~~]may be located close to these neighborhoods.

- B. *Building Design.* Height and maximum allowable density are as set out in the UDC for the Suburban (S), Suburban Estate (SE), Suburban Reserve (SR) and applicable Neighborhood Conservation (NC) [~~and Suburban Transition (ST)~~] districts. Building design generally is not regulated in these districts unless specifically mentioned in the UDC.

C. *Site Design...*

5. ~~[Mixed Residential Neighborhood]~~Suburban Community Development.

A. *Vision.*

1. [~~This category~~]The Suburban Community Development applies to undeveloped areas primarily identified as Residential ~~the high (9-plus dwelling units per acre) and medium (3-9 dwelling units per acre) density residential land use categories. These are identified as existing communities]~~ in the Comprehensive Development Plan and are primarily located north of the Canal. [~~While t~~]The Comprehensive Development Plan [identifies few policies specific to these land use categories, they do]encourages a diverse range of housing near employment and commercial areas, [and]transit services, and affordable housing.

- 321
- 322 2. This designation is applied primarily to areas with a mix of housing types,
- 323 including multi-family housing. It is intended to preserve and protect the
- 324 existing character and state of the residential neighborhood. ~~[Typical uses~~
- 325 ~~include low and medium-scale apartments, semi-detached, twin, atrium,~~
- 326 ~~weak-link and townhouse types and quadraplexes. Pedestrian-oriented~~
- 327 ~~retail, institutional and commercial amenities are permitted only in TN-~~
- 328 ~~zoned parcels.]~~
- 329
- 330 3. New development ~~[will]~~should transition in mass and scale to adjacent
- 331 ~~[structures in]~~residential neighborhoods ~~[in a way that]~~to protect[s] the
- 332 neighborhood's aesthetic quality and livability~~[. New development will]~~
- 333 while providing[e] open space or recreational amenities for residents.
- 334
- 335 4. The development may include both "A" and "B" streets to offer design
- 336 flexibility while ensuring that the development provides high design quality
- 337 along streets with both vehicular and pedestrian traffic.
- 338

339 B. *Building Design.*

340

- 341 1. ~~[Make the building visually and architecturally pleasing by]~~Buildings should
- 342 ~~vary[ing the]~~ in height, color, setbacks, materials, texture, landscaping,
- 343 trim and roof shape.
- 344
- 345 2. Orientation...
- 346

347 C. Frontage

		<u>“A” Streets</u>	<u>“B” Streets</u>
<u>Awning/Canopy</u>	<u>Use of an awning or canopy above transparent glass windows or other ground floor pedestrian interest areas.</u>	■	■
<u>Balcony</u>	<u>An unenclosed platform that projects from the wall of a building a minimum of 6’ and is surrounded by a railing, balustrade, or parapet.</u>	■	■
<u>Courtyard</u>	<u>A court, patio or other indentation in the building facade at least 6’ deep – building entry doors may face onto the patio from any direction.</u>	■	■
<u>Gallery/Arcade</u>	<u>Roofed (or partially roofed), arcade, gallery, veranda or pergola elements that are not enclosed on more than two sides.</u>	■	■
<u>Front porch</u>	<u>A roofed but unenclosed entry element with a minimum depth of 8’.</u>	■	■
<u>Stoop</u>	<u>A raised and unenclosed (may be roofed) landing and stairway.</u>	■	■
<u>Projected entry</u>	<u>An entry that extends exterior from the front of the building plane, and has a height and width in scale to the dimensions of the building, such that its presence clearly indicates a primary entrance.</u>		■
<u>Recessed entry</u>	<u>An entry that recesses into the front of the building plane, and has a height and width in scale to the dimensions of the building, such that its presence clearly indicates a primary entrance. A Recessed Entry can be integrated with the building’s roof plane.</u>		■

[D]E.Amenities...

6. Corridor. ...

7. Commercial and Employment Centers. ...

8. [New]Traditional Community Development.

A. Vision.

1. [New]Traditional Community Development is the character area [of new growth south of the C & D Canal, and] that includes [those] areas currently served by sewer and [the proposed first phase expansion of the Southern Sewer Service Area] designated by the Future Land Use Map as either Residential or Hamlets & Villages and developed as either an Affordable Housing Planned Development, Hamlet or Village. Directing growth to these areas avoids land consumption and provides a fiscally responsible, compact development pattern. Accommodating development in a smaller geographic area reduces the size of the area that must be served by infrastructure, thereby decreasing development expenditures that are reflected in the cost of living for residents.

2. The development may include both "A" and "B" streets...

B. Building Design. ...

C. Site Design. ...

D. Amenities. ...

9. General Concepts....

10. Amenities....

Section 7. Consistent with Comprehensive Development Plan. New Castle County Council finds that the provisions of this Ordinance are consistent with the spirit and intent of the New Castle County Comprehensive Development Plan.

Section 8. Inconsistent Ordinances and Resolutions Repealed. All ordinances or parts of ordinances and all resolutions or parts of resolutions that may be in conflict herewith are hereby repealed except to the extent they remain applicable to land use matters reviewed under previous Code provisions as provided in Chapter 40 of the *New Castle County Code*.

392 **Section 9. Severability.** The provisions of this Ordinance shall be severable. If
393 any provision of this Ordinance is found by any court of competent jurisdiction to be
394 unconstitutional or void, the remaining provisions of this Ordinance shall remain valid,
395 unless the court finds that that the valid provisions of this Ordinance are so essentially
396 and inseparably connected with, and so dependent upon, the unconstitutional or void
397 provision that it cannot be presumed that County Council would have enacted the
398 remaining valid provisions, without the unconstitutional or void one, or unless the court
399 finds that the remaining valid provisions, standing alone, are incomplete and incapable
400 of being executed in accordance with the County Council's intent. If any provision of this
401 Ordinance or any zoning map or portion thereof is found to be unconstitutional or void,
402 all applicable former ordinances, resolutions, zoning maps or portions thereof shall
403 become applicable and shall be considered as continuations thereof as not as new
404 enactments regardless if severability is possible.
405

406 **Section 10. Effective Date.** This Ordinance shall become effective immediately
407 upon its adoption by County Council and approval by the County Executive or as
408 otherwise provided in 9 *Del. C.* § 1156 and shall not apply to any land use application
409 filed prior to the adoption date of this Ordinance.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS:

Sec. 40.03.110. This amendment removes small single-family from the Commercial Neighborhood (CN) and Commercial Regional (CR) zoning districts. This amendment also permits small single-family as an ADU.

Sec. 40.03.410. This amendment permits detached ADUs on lots one half (1/2) of an acre or larger. Removes cap on ADUs and requirement for the Department to provide an annual report. This amendment also clarifies that detached ADUs can be either single-family detached or small single-family detached dwelling units and that ADUs are the only permissible detached accessory structure providing quarters for sleeping.

Sec. 40.04.110. This amendment changes minimum site area to site area since this column has a maximum acreage as well as a minimum acreage. This amendment also provides front yard setback requirements.

Sec. 40.33.220. This amendment reduces the number of housing types available as small single family dwellings from three to two.

Div. 40.33.300. This amendment defines small single-family detached dwellings differentiating them from mobile homes. This amendment also defines front yard and requires that for lots that have no street frontage that the Department determines the front lot line.

Appendix 7. This amendment modifies the Guiding Principles for Development to be consistent with changes in the 2022 Update to the Comprehensive Development Plan.

FISCAL NOTE: This Ordinance will have no discernible fiscal impact.

ORDINANCE NO. 24-088

**TO APPROPRIATE \$500,000 IN THE NEW CASTLE COUNTY HOUSING TRUST FUND
TO BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES**

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

7
8 **WHEREAS**, the Housing Trust Fund will be used to promote the preservation and
9 development of affordable housing within New Castle County with priorities recommended by
10 the Housing Advisory Board; and

11
12 **WHEREAS**, the Housing Trust Fund has a balance of \$1,854,737.26 as of April 30, 2024
13 and the appropriation of \$500,000 will be used for 24/7 contractual security services at the HOPE
14 Center; and

15
16 **WHEREAS**, the Housing Trust Fund is a separate fund from the Affordable Housing
17 Fund, and the Housing Trust Fund can only be expended for projects within unincorporated
18 areas of New Castle County and there are no Affordable Housing Funds included in the
19 funding of this Ordinance; and

20
21 **WHEREAS**, the revenue measures heretofore adopted by County Council are necessary
22 to preserve and development affordable housing within New Castle County; and

23
24 **WHEREAS**, each contract or purchase order funded through this Housing Trust Fund
25 appropriation will be submitted on a Resolution for Council’s consideration as required by *New*
26 *Castle County Code* § 2.02.004.

27
28 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**

29
30 Section 1. To promote the preservation and development of affordable housing within
31 New Castle County, \$500,000 in the New Castle County Housing Trust Fund is hereby
32 appropriated to be administered by the Department of Community Services.

33
34 Section 2. This Ordinance shall become effective immediately upon its adoption by
35 County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* §
36 1156.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, appropriates \$500,000 in the New Castle County Housing Trust Fund for 24/7 contractual security services at the HOPE Center. 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 \$500,000 in the New Castle County Housing Trust Fund for 24/7 contractual security services at the HOPE Center. 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.