# NEW CASTLE COUNTY COUNCIL
# COUNCIL MEETING

**September 23, 2025**
**6:30 PM**

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

AGENDA

**A. Call to Order**

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

**B. Approval of Minutes**

**C. Announcements**

**D. Introduction of Ordinances**

°25-115: AMEND THE GRANTS BUDGET: APPROPRIATE $36,983.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF JUSTICE – SPECIAL LAW ENFORCEMENT ASSISTANCE FUND (SLEAF) TO THE SLEAF PROTECTIVE RIDING GEAR GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE
Prime Sponsor(s): Mr. Toole, Mr. Caneco

°25-116: AMEND THE GRANTS BUDGET: AUTHORIZE THE COUNTY EXECUTIVE TO SIGN AN AGREEMENT AND APPROPRIATE $98,444.46 FROM THE STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION TO BELVEDERE FIRE COMPANY COMMAND VEHICLE GRANT FOR THE DEPARTMENT OF PUBLIC SAFETY
Prime Sponsor(s): Mr. Toole, Mr. Caneco

°25-117: AMEND THE GRANTS BUDGET:APPROPRIATE FEDERAL FUNDS OF $165,147.50 PROVIDED BY THE HEALTH FEDERATION OF PHILADELPHIA THROUGH THEIR AMERICORPS GRANT FUNDING TO THE NATIONAL HEALTH CORPS DELAWARE COMMUNITY HEALTH FELLOWSHIP 2023-2024 GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

°25-118: AMEND THE GRANTS BUDGET:APPROPRIATE FEDERAL FUNDS OF $145,650 PROVIDED BY THE HEALTH FEDERATION OF PHILADELPHIA THROUGH THEIR AMERICORPS GRANT FUNDING TO THE NATIONAL HEALTH CORPS DELAWARE COMMUNITY HEALTH FELLOWSHIP 2024-2025 GRANT, WHICH IS ADMINISTERED BY THE

DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

°25-119: AMEND THE PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES AND ADOPT THE REVISED CLASS SPECIFICATION OF PAYROLL SUPERVISOR FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF FINANCE
Prime Sponsor(s): Ms. Williams-Johns

°25-120: AMEND *NEW CASTLE COUNTY CODE* CHAPTER 7 (“PROPERTY MAINTENANCE CODE”), SECTION 7.01.002 (“AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE”), AS AMENDED, SECTION PM 308 (“RUBBISH AND GARBAGE”) AND CHAPTER 19 (“RESIDENTIAL RENTAL PROPERTIES”), ARTICLE 3 (“RENTAL CODE”)
Prime Sponsor(s): Ms. Durham

**E. Consent Calendar**

R25-158: HONORING THE LIFE AND LEGACY OF MR. JEROME R. “FUDGIE” CAMPBELL
Prime Sponsor(s): Mr. Street

R25-159: CONSENTING TO THE APPOINTMENT OF MARGARET CASTORANI TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-160: CONSENTING TO THE REAPPOINTMENT OF JONATHAN COCHRAN TO THE NEW CASTLE COUNTY PLANNING BOARD
Prime Sponsor(s): Ms. Kilpatrick, Ms. Durham

R25-161: CONSENTING TO THE APPOINTMENT OF DIONNE DAISEY-WILLIFORD TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-162: CONSENTING TO THE APPOINTMENT OF KAREN FELIX TO THE NEW CASTLE COUNTY FINANCIAL ADVISORY COUNCIL
Prime Sponsor(s): Mr. Caneco, Ms. Williams-Johns

R25-163: CONSENTING TO THE APPOINTMENT OF BISHOP GEORGE E. GIBSON, II TO THE NEW CASTLE COUNTY HOUSING ADVISORY BOARD
Prime Sponsor(s): Mr. Toole

R25-164: CONSENTING TO THE APPOINTMENT OF CONNOR GRAHAM MUNZERT TO THE NEW CASTLE COUNTY HISTORIC REVIEW BOARD
Prime Sponsor(s): Mr. Toole

R25-165: CONSENTING TO THE REAPPOINTMENT OF GERALDINE KROLIN-TAYLOR TO THE NEW CASTLE COUNTY LIBRARY ADVISORY BOARD
Prime Sponsor(s): Ms. Kilpatrick

R25-166: CONSENTING TO THE APPOINTMENT OF JOHN NAYLOR TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-167: CONSENTING TO THE APPOINTMENT OF ANNA OGUNNAIKE TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-168: CONSENTING TO THE REAPPOINTMENT OF RUTH M. VISVARDIS TO THE NEW CASTLE COUNTY PLANNING BOARD
Prime Sponsor(s): Mr. Caneco

R25-169: CONSENTING TO THE APPOINTMENT OF ROBERT OTT TO THE NEW CASTLE COUNTY PLANNING BOARD
Prime Sponsor(s): Ms. Durham

R25-170: CONSENTING TO THE APPOINTMENT OF R. LYNN PAXSON TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-171: CONSENTING TO THE APPOINTMENT OF LAURALEE RAPPLEYE TO THE NEW CASTLE COUNTY HISTORIC REVIEW BOARD
Prime Sponsor(s): Mr. Smiley

R25-172: CONSENTING TO THE APPOINTMENT OF MARILYN P. REED TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-173: CONSENTING TO THE APPOINTMENT OF MELISSA T. RUFO TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-174: CONSENTING TO THE APPOINTMENT OF EUGENE RUPINSKI TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE
Prime Sponsor(s): Ms. Kilpatrick

R25-175: CONSENTING TO THE REAPPOINTMENT OF MATTHEW J. SARVER TO THE NEW CASTLE COUNTY OPEN SPACE ADVISORY BOARD
Prime Sponsor(s): Ms. Durham

R25-176: CONSENTING TO THE REAPPOINTMENT OF ROBERT B. SNOWDEN TO THE NEW CASTLE COUNTY PLANNING BOARD
Prime Sponsor(s): Ms. Durham

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

## F. Consideration of Resolutions Removed from the Consent Calendar and Other Resolutions

R25-177: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PARTNERSHIP AGREEMENT WITH DELAWARE FAMILY HOPE LLC TO PROVIDE INTERMEDIARY SERVICES IN CONNECTION WITH A PAY-FOR-SUCCESS PROJECT INTENDED TO PROVIDE COST-EFFECTIVE SERVICES FOR ENDING FAMILY HOMELESS IN NEW CASTLE COUNTY
Prime Sponsor(s): Mr. Hollins, Mr. Street

## G. Time Sensitive Congratulatory/Honorary Resolutions

R25-178(A): CELEBRATING THE 75th ANNIVERSARY OF THE FOUNDING OF THE VILLAGE OF ARDENCROFT
Prime Sponsor(s): Mr. Cartier

## H. Presentations

## I. Consideration of Ordinances

°25-113: AMEND THE FY2025 APPROVED OPERATING BUDGET:REALIGN FUNDING WITHIN THE GENERAL FUND BENEFIT BUDGET LINE ITEM TO PROVIDE FUNDING FOR HEALTHCARE EXPENSES
Prime Sponsor(s): Mr. Smiley, Mr. Cartier

°25-114: TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 3109, TO CHANGE THE POSITION TITLE OF EMERGENCY PREPAREDNESS PLANNER TO EMERGENCY MANAGEMENT PLANNER AND ADOPT THE REVISED CLASS SPECIFICATION
Prime Sponsor(s): Ms. Williams-Johns

°25-107: (STATUS: TABLED) TO AMEND NEW CASTLE COUNTY CODE CHAPTER 19 (“RESIDENTIAL RENTAL PROPERTIES”) REGARDING LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES
Prime Sponsor(s): Mr. Caneco

**J. Introduction/Consideration of Emergency Ordinances**

**K. Public Comment/Other**

**L. Motion to Adjourn**

## AGENDA POSTED: September 16, 2025

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

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing zoom Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : https://zoom.us/j/377322142 You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at https://www.nccde.org/2351/Agendas-and-Minutes Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

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

Prime Sponsor(s): Mr. Toole, Mr. Caneco
Requested by: Public Safety
Date of introduction: September 23, 2025

# ORDINANCE NO. 25-115

## AMEND THE GRANTS BUDGET: APPROPRIATE $36,983.00 FROM THE STATE OF DELAWARE, DEPARTMENT OF JUSTICE – SPECIAL LAW ENFORCEMENT ASSISTANCE FUND (SLEAF) TO THE SLEAF PROTECTIVE RIDING GEAR GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

**WHEREAS,** funding has been awarded from the State of Delaware, Department of Justice-Special Law Enforcement Assistance Fund (SLEAF), to the New Castle County Department of Public Safety SLEAF Protective Riding Gear Grant; and

**WHEREAS,** this funding will be used by the New Castle County Department of Public Safety, Division of Police for the purchase of Protective Riding Gear for the Motor Unit to be used by the Police Department; and

**WHEREAS,** the County Executive has determined that funds received are sufficient to cover the increase in the Grants Budget as hereinafter amended; and

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 10, 2025.

Adopted by County Council of
New Castle County on:

____________________________
Monique Williams-Johns
President of County Council of
New Castle County

Approved on:

__________________________
Marcus Henry
County Executive
New Castle County

**SYNOPSIS**: This Ordinance, if approved, will appropriate $36,983.00 from the State of Delaware, Department of Justice-Special Law Enforcement Assistance Fund (SLEAF) to the SLEAF Protective Riding Gear Grant. These funds will be used by the New Castle County Department of Public Safety, Division of Police for the purchase of Protective Riding Gear for the Motor Unit.

**FISCAL NOTE:** This Ordinance, if approved, will appropriate $36,983.00 from the State of Delaware, Department of Justice-Special Law Enforcement Assistance Fund (SLEAF) to the SLEAF Protective Riding Gear Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $36,983.00. This increase will impact FY2026 only and the estimated program completion date is June 30, 2026. There is no fiscal impact to the Operating Budget.

Acknowledged by the Chief Financial Officer September 6, 2025.

| | | | |
|---|---|---|---|
| **DEPARTMENT:** | Public Safety | **EXHIBIT:** | **"A"** |
| **GRANT TITLE:** | SLEAF Protective Riding Gear | **Ordinance No.** | 25-115 |
| **PROGRAM TITLE:** | SLEAF Protective Riding Gear | | |

| Revenue | Current | Change | Revised |
|---|---|---|---|
| Federal | $ - | $ - | $ - |
| State | $ 36,983.00 | $ - | $ 36,983.00 |
| County | $ - | $ - | $ - |
| Program Income | $ - | $ - | $ - |
| Other | $ - | $ - | $ - |
| Total | $ 36,983.00 | $ - | $ 36,983.00 |

| Expense | Current | Change | Revised |
|---|---|---|---|
| Salaries and Wages | $ - | $ - | $ - |
| Benefits | $ - | $ - | $ - |
| Training/Civic Affairs | $ - | $ - | $ - |
| Communication/Utilities | $ - | $ - | $ - |
| Materials/Supplies | $ 36,983.00 | $ - | $ 36,983.00 |
| Contractual Services | $ - | $ - | $ - |
| Equipment | $ - | $ - | $ - |
| Grants/Fixed Charges | $ - | $ - | $ - |
| Land and Structures | $ - | $ - | $ - |
| Contingency | $ - | $ - | $ - |
| Operating Transfer Charges | $ - | $ - | $ - |
| Operating Transfer Credits | $ - | $ - | $ - |
| Total | $ 36,983.00 | $ - | $ 36,983.00 |

## SUPPLEMENTAL INFORMATION

**Estimated Program Initiation:** 6/10/2025

**Estimated Program Completion:** 6/30/2026

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

**Ordinance Passed:** **Date Revised:**

**PROGRAM DESCRIPTION:**

Funds will allow for the purchase of Protective Riding Gear for the Public Safety, Division of Police Motor Unit.

9/23/2025

Prime Sponsor(s): Mr. Toole, Mr. Caneco
Requested by: Public Safety
Date of introduction: September 23, 2025

## ORDINANCE NO. 25-116

## AMEND THE GRANTS BUDGET: AUTHORIZE THE COUNTY EXECUTIVE TO SIGN AN AGREEMENT AND APPROPRIATE $98,444.46 FROM THE STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION TO BELVEDERE FIRE COMPANY COMMAND VEHICLE GRANT FOR THE DEPARTMENT OF PUBLIC SAFETY

**WHEREAS,** funding has been awarded from the State of Delaware, Department of Transportation to the Belvedere Fire Company Command Vehicle Grant; and

**WHEREAS,** authorization is requested for the County Executive to sign the agreement with the State of Delaware, Department of Transportation; and

**WHEREAS,** New Castle County will use the pass-through grant funding for the purchase of a command vehicle for the Belvedere Fire Company; and

**WHEREAS,** the County Executive has determined that funds received are sufficient to cover the increase in the Grants Budget as hereinafter amended; and

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to August 20, 2025.

Adopted by County Council of
New Castle County on:

__________________________
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

____________________

Marcus Henry
County Executive
New Castle County

**SYNOPSIS**: This Ordinance, if approved, will authorize the County Executive to sign an agreement and appropriate $98,444.46 from the State of Delaware, Department of Transportation to the Belvedere Fire Company Command Vehicle Grant.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to August 20, 2025.

**FISCAL NOTE:** This Ordinance, if approved, will amend the Grants Budget by appropriating $98,444.46 from the State of Delaware, Department of Transportation to the Belvedere Fire Company Command Vehicle Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $98,444.46. This increase will impact FY2026 through FY2029, since the targeted program completion date of this award is June 30, 2029. There is no fiscal impact on the Operating Budget.

Acknowledged by the Chief Financial Officer September 6, 2025.

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|---|---|---|---|
| **DEPARTMENT:** | Public Safety | **EXHIBIT:** | **"A"** |
| **GRANT TITLE:** | Belvedere Fire Company Command Vehicle | **Ordinance No.** | 25-116 |
| **PROGRAM TITLE:** | Belvedere Fire Company Command Vehicle | | |

| Revenue | Current | Change | Revised |
|---|---|---|---|
| Federal | $ - | $ - | $ - |
| State | $ 98,444.46 | $ - | $ 98,444.46 |
| County | $ - | $ - | $ - |
| Program Income | $ - | $ - | $ - |
| Other | $ - | $ - | $ - |
| Total | $ 98,444.46 | $ - | $ 98,444.46 |

| Expense | Current | Change | Revised |
|---|---|---|---|
| Salaries and Wages | $ - | $ - | $ - |
| Benefits | $ - | $ - | $ - |
| Training/Civic Affairs | $ - | $ - | $ - |
| Communication/Utilities | $ - | $ - | $ - |
| Materials/Supplies | $ - | $ - | $ - |
| Contractual Services | $ - | $ - | $ - |
| Equipment | $ 98,444.46 | $ - | $ 98,444.46 |
| Grants/Fixed Charges | $ - | $ - | $ - |
| Land and Structures | $ - | $ - | $ - |
| Contingency | $ - | $ - | $ - |
| Operating Transfer Charges | $ - | $ - | $ - |
| Operating Transfer Credits | $ - | $ - | $ - |
| Total | $ 98,444.46 | $ - | $ 98,444.46 |

## SUPPLEMENTAL INFORMATION

**Estimated Program Initiation:** 8/20/2025

**Estimated Program Completion:** 6/30/2029

**The Local Match:**

**Found in (ORG):**

**Ordinance Passed:**

**Date Revised:**

**PROGRAM DESCRIPTION:**

New Castle County Department of Public Safety will use this pass-through grant funding for the purchase of a Command Vehicle for the Belvedere Fire Company.

9/23/2025

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: September 23, 2025

# ORDINANCE NO. 25-117

## AMEND THE GRANTS BUDGET: APPROPRIATE FEDERAL FUNDS OF $165,147.50 PROVIDED BY THE HEALTH FEDERATION OF PHILADELPHIA THROUGH THEIR AMERICORPS GRANT FUNDING TO THE NATIONAL HEALTH CORPS DELAWARE COMMUNITY HEALTH FELLOWSHIP 2023-2024 GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

**WHEREAS,** the grant funding provided by Health Federal of Philadelphia through their AmeriCorps grant funds will help support the operation of the National Health Corp Delaware Community Health Fellowship Program; and

**WHEREAS,** the National Health Corp Delaware Community Health Fellowship Program has the goal to foster healthy communities by providing those who need it most with opportunities to be trained and serve as community health workers, digital health navigators and medical interpreters at selected host sites; and

**WHEREAS,** these AmeriCorps funds are being used in concert with New Castle County's SLFRF funding to support this program; and

**WHEREAS,** the County Executive has determined that grants anticipated to be received will be sufficient to cover the increase in the Grants Budget as hereinafter amended; and

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 9, 2023.

Adopted by County Council of
New Castle County on:

________________________________
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

________________________________
Marcus Henry
County Executive
New Castle County

**SYNOPSIS**: This Ordinance, if approved, will appropriate federal funds of $165,147.50 provided by the Health Federation of Philadelphia through their AmeriCorps grant funding to the National Health Corps Delaware Community Health Fellowship 2023-2024 Grant, which will be administered by the Department of Administration, Office of Finance. These funds will help support the operation of the National Health Corp Delaware Community Health Fellowship Program, which has the goal to foster healthy communities by providing those who need it most with opportunities to be trained and serve as community health workers, digital health navigators and medical interpreters at selected host sites.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 9, 2023.

**FISCAL NOTE:** This Ordinance, if approved, will amend the Grants Budget by appropriating federals funds of $165,147.50 provided by the Health Federation of Philadelphia through their AmeriCorps grant funding to the National Health Corps Delaware Community Health Fellowship 2023-2024 Grant, which will be administered by the Department of Administration, Office of Finance. These AmeriCorps funds are being used in concert with New Castle County's SLFRF funding to support this program.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $165,147.50. This increase will impact FY2024 through FY2026 since the targeted program completion date for this grant is September 8, 2025. There is no fiscal impact to the Operating Budget.

Acknowledged by the Chief Financial Officer September 6, 2025.

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|---|---|---|---|
| **DEPARTMENT:** | County Executive | **EXHIBIT:** | "A" |
| **GRANT TITLE:** | National Health Corps DE Community Health Fellowship 2023-2024 | **Ordinance No.** | 25-117 |
| **PROGRAM TITLE:** | National Health Corps DE Community Health Fellowship 2023-2024 | | |

| Revenue | Current | Change | Revised |
|---|---|---|---|
| Federal | $ 165,147.50 | $ - | $ 165,147.50 |
| State | $ - | $ - | $ - |
| County | $ - | $ - | $ - |
| Program Income | $ - | $ - | $ - |
| Other | $ - | $ - | $ - |
| Total | $ 165,147.50 | $ - | $ 165,147.50 |

| Expense | Current | Change | Revised |
|---|---|---|---|
| Salaries and Wages | $ - | $ - | $ - |
| Benefits | $ - | $ - | $ - |
| Training/Civic Affairs | $ - | $ - | $ - |
| Communication/Utilities | $ - | $ - | $ - |
| Materials/Supplies | $ - | $ - | $ - |
| Contractual Services | $ 165,147.50 | $ - | $ 165,147.50 |
| Equipment | $ - | $ - | $ - |
| Grants/Fixed Charges | $ - | $ - | $ - |
| Land and Structures | $ - | $ - | $ - |
| Contingency | $ - | $ - | $ - |
| Operating Transfer Charges | $ - | $ - | $ - |
| Operating Transfer Credits | $ - | $ - | $ - |
| Total | $ 165,147.50 | $ - | $ 165,147.50 |

## SUPPLEMENTAL INFORMATION

**Estimated Program Initiation:** 9/9/2023

**Estimated Program Completion:** 9/8/2025

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

**Ordinance Passed:** **Date Revised:**

**PROGRAM DESCRIPTION:**

The grant monies provided by Health Federation of Philadelphia via their AmeriCorps grant funds will help support the operation of the National Health Corp Delaware Community Health Fellowship Program, which has the goal to foster healthy communities by providing those who need it most with opportunities to be trained and serve as community health workers, digital health navigators and medical interpreters at selected host sites. These AmeriCorps funds are being used in concert with New Castle County's SLFRF funding to support this program.

9/23/2025

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: September 23, 2025

# ORDINANCE NO. 25-118

## AMEND THE GRANTS BUDGET: APPROPRIATE FEDERAL FUNDS OF $145,650 PROVIDED BY THE HEALTH FEDERATION OF PHILADELPHIA THROUGH THEIR AMERICORPS GRANT FUNDING TO THE NATIONAL HEALTH CORPS DELAWARE COMMUNITY HEALTH FELLOWSHIP 2024-2025 GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

**WHEREAS,** the grant funding provided by Health Federal of Philadelphia through their AmeriCorps grant funds will help support the operation of the National Health Corp Delaware Community Health Fellowship Program; and

**WHEREAS,** the National Health Corp Delaware Community Health Fellowship Program has the goal to foster healthy communities by providing those who need it most with opportunities to be trained and serve as community health workers, digital health navigators and medical interpreters at selected host sites; and

**WHEREAS,** these AmeriCorps funds are being used in concert with New Castle County's SLFRF funding to support this program; and

**WHEREAS,** the County Executive has determined that grants anticipated to be received will be sufficient to cover the increase in the Grants Budget as hereinafter amended; and

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

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

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

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

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 9, 2024.

Adopted by County Council of
New Castle County on:

________________________________

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

________________________________

Marcus Henry
County Executive
New Castle County

**SYNOPSIS**: This Ordinance, if approved, will appropriate federal funds of $146,650 provided by the Health Federation of Philadelphia through their AmeriCorps grant funding to the National Health Corps Delaware Community Health Fellowship 2024-2025 Grant, which will be administered by the Department of Administration, Office of Finance. These funds will help support the operation of the National Health Corp Delaware Community Health Fellowship Program, which has the goal to foster healthy communities by providing those who need it most with opportunities to be trained and serve as community health workers, digital health navigators and medical interpreters at selected host sites.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 9, 2024.

**FISCAL NOTE:** This Ordinance, if approved, will amend the Grants Budget by appropriating federals funds of $146,650 provided by the Health Federation of Philadelphia through their AmeriCorps grant funding to the National Health Corps Delaware Community Health Fellowship 2024-2025 Grant, which will be administered by the Department of Administration, Office of Finance. These AmeriCorps funds are being used in concert with New Castle County's SLFRF funding to support this program.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $146,650. This increase will impact FY2025 and FY2026 since the targeted program completion date for this grant is December 31, 2025. There is no fiscal impact to the Operating Budget.

Acknowledged by the Chief Financial Officer September 6, 2025.

| | | | |
|---|---|---|---|
| **DEPARTMENT:** | County Executive | **EXHIBIT:** | **"A"** |
| **GRANT TITLE:** | National Health Corps DE Community Health Fellowship 2024-2025 | **Ordinance No.** | 25-118 |
| **PROGRAM TITLE:** | National Health Corps DE Community Health Fellowship 2024-2025 | | |

| Revenue | Current | Change | Revised |
|---|---|---|---|
| Federal | $ 146,650.00 | $ - | $ 146,650.00 |
| State | $ - | $ - | $ - |
| County | $ - | $ - | $ - |
| Program Income | $ - | $ - | $ - |
| Other | $ - | $ - | $ - |
| Total | $ 146,650.00 | $ - | $ 146,650.00 |

| Expense | Current | Change | Revised |
|---|---|---|---|
| Salaries and Wages | $ - | $ - | $ - |
| Benefits | $ - | $ - | $ - |
| Training/Civic Affairs | $ - | $ - | $ - |
| Communication/Utilities | $ - | $ - | $ - |
| Materials/Supplies | $ - | $ - | $ - |
| Contractual Services | $ 146,650.00 | $ - | $ 146,650.00 |
| Equipment | $ - | $ - | $ - |
| Grants/Fixed Charges | $ - | $ - | $ - |
| Land and Structures | $ - | $ - | $ - |
| Contingency | $ - | $ - | $ - |
| Operating Transfer Charges | $ - | $ - | $ - |
| Operating Transfer Credits | $ - | $ - | $ - |
| Total | $ 146,650.00 | $ - | $ 146,650.00 |

## SUPPLEMENTAL INFORMATION

**Estimated Program Initiation:** 9/9/2024

**Estimated Program Completion:** 12/31/2025

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

**Ordinance Passed:** **Date Revised:**

**PROGRAM DESCRIPTION:**

The grant monies provided by Health Federation of Philadelphia via their AmeriCorps grant funds will help support the operation of the National Health Corp Delaware Community Health Fellowship Program, which has the goal to foster healthy communities by providing those who need it most with opportunities to be trained and serve as community health workers, digital health navigators and medical interpreters at selected host sites. These AmeriCorps funds are being used in concert with New Castle County's SLFRF funding to support this program.

9/23/2025

Prime Sponsor(s): Ms. Williams-Johns
Requested by: Administration/HR
Date of introduction: September 23, 2025

# ORDINANCE NO. 25-119

## AMEND THE PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES AND ADOPT THE REVISED CLASS SPECIFICATION OF PAYROLL SUPERVISOR FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF FINANCE

**WHEREAS**, the Department of Administration, Division of Finance has determined the class specification and Pay Grade for the Payroll Supervisor needs to be updated to reflect the work currently being performed; and

**WHEREAS**, it is recommended by the Department that the Pay Grade for the class specification of Payroll Supervisor be changed from Pay Grade 29 to Pay Grade 30; and

**WHEREAS**, the Human Resources Advisory Board at its meeting on August 6, 2025, reviewed and recommended to change the revisions to the class specification for Payroll Supervisor and changing from Pay Grade 29 to Pay Grade 30 on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees; and

**WHEREAS,** the Chief Human Resources Officer concurs with the recommendation of the Human Resources Advisory Board.

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

Section 1. The revised Class Specification for Payroll Supervisor is adopted as set forth in Exhibit “A”.

Section 2. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2025 through June 30, 2026, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit “B.”

Section 3. The Pay Plan and Rates of Pay for Non-Union Classified Service Employees, effective July 1, 2026, is hereby amended by adding the material that is underscored and deleting the material that is stricken as set forth in Exhibit “C.”

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

Adopted by County Council of
New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

____________________________
Marcus Henry
County Executive
New Castle County

**SYNOPSIS**: This Ordinance, if approved, changes the Pay Grade for the position title of Payroll Supervisor from Pay Grade 29 to Pay Grade 30 on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees, and adopts the revised class specifications, as recommended by the Human Resources Advisory Board at their meeting on August 6, 2025. The Chief Human Resources Officer concurs with the recommendation.

**FISCAL IMPACT**: This Ordinance, if approved, changes the Pay Grade for the position title of Payroll Supervisor from Pay Grade 29 to Pay Grade 30 on the Pay Plan and Rates of Pay for Non-Union Classified Service Employees, and adopts the revised class specification, as recommended by the Human Resources Advisory Board. The Chief Human Resources Officer concurs with the recommendation.

There is currently one filled position with the title of Payroll Supervisor. The estimated fiscal impact (Salaries/Wages and Benefits) of reclassifying the employee currently in this position is estimated to be $8,417 in FY2026, $11,316 in FY2027 and $11,316 in FY2028.

Acknowledged by the Chief Financial Officer September 8, 2025.

EXHIBIT A

| | |
|---|---|
| **NEW CASTLE COUNTY GOVERNMENT** | **Number** 0214 25-119 |
| | **Page** 1 of 3 |
| **CLASS SPECIFICATION** | **Date** 5/15/23 |
| **Title:** PAYROLL SUPERVISOR | **Approved:** |

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

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

EXAMPLES OF WORK: (Illustrative only)

- Supervises the daily activities of the payroll unit with adherence to personnel and administrative policies, collective bargaining agreements, County Code, Federal and State laws and other financial regulations;
- Reviews, analyzes, and evaluates systems, policies, procedures, programs and services and makes recommendations for changes needed to ensure effectiveness and improve services;
- Conducts research, prepares reports and makes recommendations regarding fiscal activities as they relate to the centralized payroll and human resource information system;
- Investigates, researches and analyzes problems and complaints and makes appropriate recommendations; assists Human Resources in researching payroll information related to complaints and grievances that Human Resources is researching;
- Supervises, trains, and instructs employees; assigns, coordinates and supervises the work of professional, technical and support staff and monitors the progress of work and special projects;
- Reviews work of assigned staff for completeness, accuracy and conformance with County policies, procedures, ordinances, labor contracts, federal regulations and state regulations;
- Supervises and coordinates payroll administration and employee ~~data base~~database maintenance functions on a County-wide basis in conjunction with Human Resources to include attendance and tie entry records, leaves of absence, pay plan updates, vacation and sick leave updates, payroll and hours adjustments and resolves related problems.
- Supervises and coordinates activities relating to Payroll systems in conjunction with other divisions within the Department of Administration (Finance, IS, HR);
- Prepares quarterly Workers Compensation estimates;
- Works in conjunction with Human Resources to ensure employees are paid correctly based on updated pay plans, classifications, and retro pays.
- Prepares reports, briefs and correspondence for the CFO, Accounting, independent auditors, and others;
- Prepares quarterly IRS filings, DOL quarterly filings, garnishments, deduction registers, loan repayments;
- Prepares 1099R's;
- Prepares W-2s;

- Monitors and evaluates personnel performance, prepares performance evaluations, and conducts performance appraisal discussions; Recommends training for subordinates;
- Reviews and approves employee leave requests;
- Recommends appropriate progressive discipline as necessary;
- Provides technical assistance and advice to payroll timekeepers and fiscal personnel in other departments;
- Responsible for enrolling and maintaining time reporter records and security access;
- Monitors all phases of payroll calculations each week;
- Reviews gross-to-net transactions, reconciliations and analysis;
- Reviews all final payroll registers and participates in the verification of the general ledger interface;
- Develops monthly statistical reports and schedules used to maintain the integrity of the data stored in the Payroll and Human Resources Information System for management use;
- Updates and maintains various payroll tables within the Payroll and Human Resources Information Systems;
- Assists Information Systems with Payroll and Human Resources Information System updates, upgrades, and enhancements by performing parallel tests and analyzing results; works directly with selected vendor to ensure any upgrades or new systems conform to the needs and requirements of the County;
- Formulates and updates written procedures and guidelines for the payroll staff used as training tools and to strengthen internal controls for the department and County-wide;
- Reconciles the payroll clearing account and liability accounts on a monthly basis;
- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a personal computer and other related equipment in the course of the work.

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

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

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

| | |
|---|---|
| **NEW CASTLE COUNTY GOVERNMENT** | **Number** 0214 25-119 |
| | **Page** 3 of 3 |
| **CLASS SPECIFICATION** | **Date** 5/15/23 |
| **Title:** PAYROLL SUPERVISOR | **Approved:** |

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

HISTORY OF REVISIONS:

| | |
|---|---|
| Established: | 11/02/12 |
| Revised: | 08/04/17 |
| Revised: | 05/15/23 |

## *PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES*

| **CLASSIFICATION** | **PAY GRADE** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SENIOR SERVICES TRANS. PROGRAM COORD. | 16 | 35,803 | 37,592 | 39,472 | 41,446 | 43,518 | 45,693 | 47,977 | 50,376 | 52,895 | 55,540 | 58,317 |
| INSURANCE CLAIMS ASSISTANT | 17 | 37,593 | 39,473 | 41,447 | 43,519 | 45,695 | 47,980 | 50,379 | 52,898 | 55,543 | 58,320 | 61,236 |
| SENIOR SERVICES CENTER DIRECTOR | 18 | 39,474 | 41,448 | 43,520 | 45,696 | 47,981 | 50,380 | 52,900 | 55,544 | 58,321 | 61,238 | 64,300 |
| CONFIDENTIAL ASSISTANT | 20 | 43,520 | 45,696 | 47,981 | 50,380 | 52,900 | 55,544 | 58,321 | 61,238 | 64,299 | 67,514 | 70,889 |
| HUMAN RESOURCES ASSISTANT | | | | | | | | | | | | |
| FINANCE INFORMATION SPECIALIST | 22 | 47,980 | 50,379 | 52,898 | 55,543 | 58,320 | 61,237 | 64,298 | 67,513 | 70,888 | 74,433 | 78,155 |
| FIRE/MEDICAL COMMUNICATIONS SUPERVISOR | | | | | | | | | | | | |
| POLICE COMMUNICATIONS SUPERVISOR | | | | | | | | | | | | |
| VICTIM'S ASSISTANCE OFFICE COORDINATOR | | | | | | | | | | | | |
| REGISTER IN CHANCERY OFFICE ADMINISTRATOR | 23 | 50,378 | 52,897 | 55,542 | 58,319 | 61,236 | 64,297 | 67,512 | 70,887 | 74,432 | 78,154 | 82,061 |
| STORMWATER INSPECTION SUPERVISOR | | | | | | | | | | | | |
| CRIME ANALYST | 24 | 52,900 | 55,544 | 58,321 | 61,238 | 64,299 | 67,514 | 70,889 | 74,434 | 78,156 | 82,064 | 86,167 |
| LAND USE PARALEGAL | | | | | | | | | | | | |
| PUBLIC INFORMATION SPECIALIST | | | | | | | | | | | | |
| REAL ESTATE COORDINATOR | | | | | | | | | | | | |
| CUSTOMER INFO. AND ASSISTANCE SUPV. | 25 | 55,545 | 58,322 | 61,239 | 64,301 | 67,515 | 70,891 | 74,435 | 78,157 | 82,065 | 86,168 | 90,476 |
| POLICE ACCREDITATION COORDINATOR | | | | | | | | | | | | |
| ASSISTANT COMMUNITY SERVICES ADMIN. | 26 | 58,322 | 61,239 | 64,301 | 67,515 | 70,891 | 74,435 | 78,157 | 82,065 | 86,168 | 90,476 | 95,000 |
| ASSISTANT LAND USE ADMINISTRATOR | | | | | | | | | | | | |
| ENVIRONMENTAL ENGINEER I | | | | | | | | | | | | |
| HUMAN RESOURCES TECHNICIAN | | | | | | | | | | | | |
| INSURANCE ADMINISTRATOR | | | | | | | | | | | | |
| LAW OFFICE ADMINISTRATOR | | | | | | | | | | | | |
| COMMUNITY GOVERNING ADMINISTRATOR | 27 | 61,238 | 64,299 | 67,514 | 70,889 | 74,434 | 78,156 | 82,064 | 86,167 | 90,475 | 95,000 | 99,749 |
| SPORTS AND ATHLETICS ADMINISTRATOR | | | | | | | | | | | | |
| ENVIRONMENTAL ADMINISTRATOR | 28 | 64,299 | 67,514 | 70,889 | 74,434 | 78,156 | 82,064 | 86,167 | 90,475 | 95,000 | 99,749 | 104,737 |
| FACILITIES PROJECT MANAGER | | | | | | | | | | | | |
| FISCAL AND POLICY ANALYST | | | | | | | | | | | | |
| LAND USE SERVICES ADMINISTRATOR | | | | | | | | | | | | |
| LAND USE SERVICES ADMINISTRATOR, EMPLOYEE ENGAGEMENT AND HIRING SUPPORT | | | | | | | | | | | | |
| PUBLIC WORKS PROGRAM MANAGER | | | | | | | | | | | | |
| STORMWATER PROGRAM COORDINATOR | | | | | | | | | | | | |
| ~~PAYROLL SUPERVISOR~~ | ~~29~~ | ~~67,516~~ | ~~70,892~~ | ~~74,436~~ | ~~78,158~~ | ~~82,066~~ | ~~86,169~~ | ~~90,477~~ | ~~95,002~~ | ~~99,751~~ | ~~104,739~~ | ~~109,976~~ |
| BENEFITS ADMINISTRATOR | 30 | 70,891 | 74,435 | 78,157 | 82,065 | 86,168 | 90,476 | 95,001 | 99,750 | 104,738 | 109,975 | 115,474 |
| COMMUNITY SERVICES ADMINISTRATOR | | | | | | | | | | | | |
| EMPLOYEE RELATIONS SPECIALIST | | | | | | | | | | | | |
| HUMAN RESOURCES ADMINISTRATOR | | | | | | | | | | | | |
| LAND USE ADMINISTRATOR | | | | | | | | | | | | |
| OPERATIONS SERVICES MANAGER | | | | | | | | | | | | |
| PARKS DEVELOPMENT PLANNER | | | | | | | | | | | | |
| PAYROLL SUPERVISOR | | | | | | | | | | | | |
| PENSION ADMINISTRATOR | | | | | | | | | | | | |
| SENIOR FISCAL AND POLICY ANALYST | | | | | | | | | | | | |
| TRANSPORTATION PLANNER | | | | | | | | | | | | |
| DEVELOPMENT FACILITATOR | 31 | 74,439 | 78,160 | 82,068 | 86,171 | 90,479 | 95,004 | 99,753 | 104,742 | 109,979 | 115,477 | 121,251 |
| PROPERTY ASSESSMENT SERVICES MANAGER | | | | | | | | | | | | |

## *PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES*

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DEPARTMENT FINANCE OFFICER<br>INFORMATION SYSTEMS ASSISTANT MANAGER<br>LICENSING MANAGER<br>MANAGEMENT AND PRODUCTIVITY MANAGER<br>PLANNING MANAGER<br>SENIOR FINANCIAL OFFICER | 32 | 78,159 | 82,067 | 86,170 | 90,478 | 95,003 | 99,752 | 104,740 | 109,977 | 115,475 | 121,249 | 127,312 |
| ACCOUNTING AND FISCAL MANAGER<br>ASSISTANT LAND USE MANAGER<br>CHIEF OF SPECIAL PROJECTS<br>COMMUNITY SERVICES MANAGER<br>ENGINEERING SERVICES MANAGER<br>INFORMATION SYSTEMS MANAGER<br>INSURANCE AND LOSS CONTROL MANAGER<br>INTERNAL SERVICES MANAGER<br>PARKS DIVISION MANAGER<br>PENSION PROGRAM MANAGER<br>SEWER OPERATIONS MANAGER<br>STORMWATER & ENVIRONMENTAL PROGS. MGR<br>TREASURY MANAGER | 34 | 86,169 | 90,477 | 95,002 | 99,751 | 104,739 | 109,976 | 115,474 | 121,248 | 127,310 | 133,675 | 140,359 |
| FINANCE LEGAL OFFICER<br>HUMAN RESOURCES MANAGER | 35 | 90,478 | 95,003 | 99,752 | 104,740 | 109,977 | 115,475 | 121,249 | 127,312 | 133,677 | 140,361 | 147,379 |
| DEPUTY CHIEF FINANCIAL OFFICER<br>FIRST ASSISTANT COUNTY ATTORNEY<br>PUBLIC WORKS SENIOR MANAGER<br>DEPUTY CHIEF OF TECHNOLOGY | 36 | 95,002 | 99,751 | 104,739 | 109,976 | 115,474 | 121,248 | 127,310 | 133,675 | 140,358 | 147,376 | 154,745 |

**NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES**

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ASSISTANT CHIEF OF EMERG. COMMUNICATIONS | 32 | 83,144 | 87,050 | 91,155 | 95,463 | 99,986 | 104,738 | 109,725 | 114,962 | 120,459 | 126,234 | 132,546 |
| CHIEF OF EMERGENCY COMMUNICATIONS | 36 | 99,525 | 104,275 | 109,261 | 114,499 | 119,997 | 125,770 | 131,832 | 138,198 | 144,881 | 151,899 | 159,495 |
| CHIEF OF EMERGENCY MEDICAL SERVICES | 38 | 112,278 | 117,516 | 123,014 | 128,787 | 134,849 | 141,216 | 147,900 | 154,918 | 162,287 | 170,024 | 178,526 |

***Effective: 07/01/2025 (Ordinance 23-063)***
***Revised: 07/01/2025 (Ordinance 23-086)***
***Revised: 08/29/2023 (Ordinance 23-097)***
***Revised: 08/01/2023 (Ordinance 23-126)***
***Revised: 07/07/2022 (Ordinance 24-013)***
***Revised: 10/8/2024 (Ordinance 24-148 and Ordinance 24-149)***
***Revised: 10/8/2024 (Ordinance 24-151) - Add Step 11***
***Revised: 11/19/2024 (Ordinance 24-160)***
***Revised: 02/24/2025 (Ordinance 25-016)***
***Revised: 04/11/2025 (Ordinance 25-031)***
***Revised: xx/xx/xxxx (Ordinance 25-xxx) Payroll Supervisor PG 29 to PG 30***

## *PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES*

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SENIOR SERVICES TRANS. PROGRAM COORD. | 16 | 36,699 | 38,532 | 40,459 | 42,483 | 44,606 | 46,836 | 49,177 | 51,636 | 54,218 | 56,929 | 59,775 |
| INSURANCE CLAIMS ASSISTANT | 17 | 38,533 | 40,460 | 42,484 | 44,607 | 46,838 | 49,180 | 51,639 | 54,221 | 56,932 | 59,778 | 62,767 |
| SENIOR SERVICES CENTER DIRECTOR | 18 | 40,461 | 42,485 | 44,608 | 46,839 | 49,181 | 51,640 | 54,223 | 56,933 | 59,780 | 62,769 | 65,908 |
| CONFIDENTIAL ASSISTANT | 20 | 44,608 | 46,839 | 49,181 | 51,640 | 54,223 | 56,933 | 59,780 | 62,769 | 65,907 | 69,202 | 72,662 |
| HUMAN RESOURCES ASSISTANT | | | | | | | | | | | | |
| FINANCE INFORMATION SPECIALIST | 22 | 49,180 | 51,639 | 54,221 | 56,932 | 59,778 | 62,768 | 65,906 | 69,201 | 72,661 | 76,294 | 80,109 |
| FIRE/MEDICAL COMMUNICATIONS SUPERVISOR | | | | | | | | | | | | |
| POLICE COMMUNICATIONS SUPERVISOR | | | | | | | | | | | | |
| VICTIM'S ASSISTANCE OFFICE COORDINATOR | | | | | | | | | | | | |
| REGISTER IN CHANCERY OFFICE ADMINISTRATOR | 23 | 51,638 | 54,220 | 56,931 | 59,777 | 62,767 | 65,905 | 69,200 | 72,660 | 76,293 | 80,108 | 84,113 |
| STORMWATER INSPECTION SUPERVISOR | | | | | | | | | | | | |
| CRIME ANALYST | 24 | 54,223 | 56,933 | 59,780 | 62,769 | 65,907 | 69,202 | 72,662 | 76,295 | 80,110 | 84,116 | 88,322 |
| LAND USE PARALEGAL | | | | | | | | | | | | |
| PUBLIC INFORMATION SPECIALIST | | | | | | | | | | | | |
| REAL ESTATE COORDINATOR | | | | | | | | | | | | |
| CUSTOMER INFO. AND ASSISTANCE SUPV. | 25 | 56,934 | 59,781 | 62,770 | 65,909 | 69,203 | 72,664 | 76,296 | 80,111 | 84,117 | 88,323 | 92,738 |
| POLICE ACCREDITATION COORDINATOR | | | | | | | | | | | | |
| ASSISTANT COMMUNITY SERVICES ADMIN. | 26 | 59,781 | 62,770 | 65,909 | 69,203 | 72,664 | 76,296 | 80,111 | 84,117 | 88,323 | 92,738 | 97,375 |
| ASSISTANT LAND USE ADMINISTRATOR | | | | | | | | | | | | |
| ENVIRONMENTAL ENGINEER I | | | | | | | | | | | | |
| HUMAN RESOURCES TECHNICIAN | | | | | | | | | | | | |
| INSURANCE ADMINISTRATOR | | | | | | | | | | | | |
| LAW OFFICE ADMINISTRATOR | | | | | | | | | | | | |
| COMMUNITY GOVERNING ADMINISTRATOR | 27 | 62,769 | 65,907 | 69,202 | 72,662 | 76,295 | 80,110 | 84,116 | 88,322 | 92,737 | 97,375 | 102,243 |
| SPORTS AND ATHLETICS ADMINISTRATOR | | | | | | | | | | | | |
| ENVIRONMENTAL ADMINISTRATOR | 28 | 65,907 | 69,202 | 72,662 | 76,295 | 80,110 | 84,116 | 88,322 | 92,737 | 97,375 | 102,243 | 107,356 |
| FACILITIES PROJECT MANAGER | | | | | | | | | | | | |
| FISCAL AND POLICY ANALYST | | | | | | | | | | | | |
| LAND USE SERVICES ADMINISTRATOR | | | | | | | | | | | | |
| LAND USE SERVICES ADMINISTRATOR, EMPLOYEE ENGAGEMENT AND HIRING SUPPORT | | | | | | | | | | | | |
| PUBLIC WORKS PROGRAM MANAGER | | | | | | | | | | | | |
| STORMWATER PROGRAM COORDINATOR | | | | | | | | | | | | |
| ~~PAYROLL SUPERVISOR~~ | ~~29~~ | ~~69,204~~ | ~~72,665~~ | ~~76,297~~ | ~~80,112~~ | ~~84,118~~ | ~~88,324~~ | ~~92,739~~ | ~~97,378~~ | ~~102,245~~ | ~~107,358~~ | ~~112,726~~ |
| BENEFITS ADMINISTRATOR | 30 | 72,664 | 76,296 | 80,111 | 84,117 | 88,323 | 92,738 | 97,377 | 102,244 | 107,357 | 112,725 | 118,361 |
| COMMUNITY SERVICES ADMINISTRATOR | | | | | | | | | | | | |
| EMPLOYEE RELATIONS SPECIALIST | | | | | | | | | | | | |
| HUMAN RESOURCES ADMINISTRATOR | | | | | | | | | | | | |
| LAND USE ADMINISTRATOR | | | | | | | | | | | | |
| OPERATIONS SERVICES MANAGER | | | | | | | | | | | | |
| PARKS DEVELOPMENT PLANNER | | | | | | | | | | | | |
| PAYROLL SUPERVISOR | | | | | | | | | | | | |
| PENSION ADMINISTRATOR | | | | | | | | | | | | |
| SENIOR FISCAL AND POLICY ANALYST | | | | | | | | | | | | |
| TRANSPORTATION PLANNER | | | | | | | | | | | | |
| DEVELOPMENT FACILITATOR | 31 | 76,300 | 80,114 | 84,120 | 88,326 | 92,741 | 97,380 | 102,247 | 107,361 | 112,729 | 118,364 | 124,283 |
| PROPERTY ASSESSMENT SERVICES MANAGER | | | | | | | | | | | | |

## *PAY PLAN AND RATES OF PAY FOR NON-UNION CLASSIFIED SERVICE EMPLOYEES*

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DEPARTMENT FINANCE OFFICER<br>INFORMATION SYSTEMS ASSISTANT MANAGER<br>LICENSING MANAGER<br>MANAGEMENT AND PRODUCTIVITY MANAGER<br>PLANNING MANAGER<br>SENIOR FINANCIAL OFFICER | 32 | 80,113 | 84,119 | 88,325 | 92,740 | 97,379 | 102,246 | 107,359 | 112,727 | 118,362 | 124,281 | 130,495 |
| ACCOUNTING AND FISCAL MANAGER<br>ASSISTANT LAND USE MANAGER<br>CHIEF OF SPECIAL PROJECTS<br>COMMUNITY SERVICES MANAGER<br>ENGINEERING SERVICES MANAGER<br>INFORMATION SYSTEMS MANAGER<br>INSURANCE AND LOSS CONTROL MANAGER<br>INTERNAL SERVICES MANAGER<br>PARKS DIVISION MANAGER<br>PENSION PROGRAM MANAGER<br>SEWER OPERATIONS MANAGER<br>STORMWATER & ENVIRONMENTAL PROGS. MGR<br>TREASURY MANAGER | 34 | 88,324 | 92,739 | 97,378 | 102,245 | 107,358 | 112,726 | 118,361 | 124,280 | 130,493 | 137,017 | 143,868 |
| FINANCE LEGAL OFFICER<br>HUMAN RESOURCES MANAGER | 35 | 92,740 | 97,379 | 102,246 | 107,359 | 112,727 | 118,362 | 124,281 | 130,495 | 137,019 | 143,871 | 151,064 |
| DEPUTY CHIEF FINANCIAL OFFICER<br>FIRST ASSISTANT COUNTY ATTORNEY<br>PUBLIC WORKS SENIOR MANAGER<br>DEPUTY CHIEF OF TECHNOLOGY | 36 | 97,378 | 102,245 | 107,358 | 112,726 | 118,361 | 124,280 | 130,493 | 137,017 | 143,867 | 151,061 | 158,614 |

**NON-UNION CLASSIFIED SERVICE EMPLOYEES OF EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL SERVICES**

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ASSISTANT CHIEF OF EMERG. COMMUNICATIONS | 32 | 85,223 | 89,226 | 93,434 | 97,850 | 102,486 | 107,356 | 112,469 | 117,836 | 123,471 | 129,391 | 135,860 |
| CHIEF OF EMERGENCY COMMUNICATIONS | 36 | 102,014 | 106,882 | 111,993 | 117,362 | 122,997 | 128,915 | 135,128 | 141,653 | 148,504 | 155,697 | 163,483 |
| CHIEF OF EMERGENCY MEDICAL SERVICES | 38 | 115,085 | 120,454 | 126,090 | 132,007 | 138,221 | 144,747 | 151,598 | 158,791 | 166,345 | 174,275 | 182,990 |

***Effective: 07/01/2026 (Ordinance 23-063)***
***Revised: 07/01/2026 (Ordinance 23-086)***
***Revised: 08/29/2023 (Ordinance 23-097)***
***Revised: 08/01/2023 (Ordinance 23-126)***
***Revised: 07/07/2022 (Ordinance 24-013)***
***Revised: 10/8/2024 (Ordinance 24-148 and Ordinance 24-149)***
***Revised: 10/8/2024 (Ordinance 24-151) - Add Step 11***
***Revised: 11/19/2024 (Ordinance 24-160)***
***Revised: 02/24/2025 (Ordinance 25-016)***
***Revised: 04/11/2025 (Ordinance 25-031)***
***Revised: xx/xx/xxxx (Ordinance 25-xxx) Payroll Supervisor PG 29 to PG 30***

Prime Sponsor(s): Ms. Durham
Date of introduction: September 23, 2025

**ORDINANCE NO. 25-120**

**TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 7 ("PROPERTY MAINTENANCE CODE"), SECTION 7.01.002 ("AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE"), AS AMENDED, SECTION PM 308 ("RUBBISH AND GARBAGE") AND CHAPTER 19 ("RESIDENTIAL RENTAL PROPERTIES"), ARTICLE 3 ("RENTAL CODE")**

**WHEREAS,** New Castle County is charged with the responsibility to protect the health, safety and welfare of its citizens; and

**WHEREAS,** The Department of Land Use administers and enforces regulations pertaining to the condition and maintenance of property, structures and buildings to eliminate or prevent unsafe, unhealthy, unsanitary or substandard living conditions; and

**WHEREAS**, Consistent and routine removal of garbage and rubbish is essential to the health and enjoyment of any property, especially rental properties; and

**WHEREAS**, "Garbage" is animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food; and

**WHEREAS**, "Rubbish" is combustible and noncombustible waste materials and trash and debris, *except garbage*; it includes residue from the burning of wood, coal, and other combustible materials, paper, rags, cartons, boxes, wood, rubber, leather, tree branches… yard trimmings, cans, metals, mineral matter, glass, dust, and other similar materials (emphasis added); and

**WHEREAS**, the Code needs clarification and consistency as to the owner's similar obligations in relation to removal of rubbish and garbage; and

**WHEREAS**, in addition, the establishment of a transparent and efficient process to verify that owners are satisfying their obligations is for the benefit of the County and all residents; and

**WHEREAS**, New Castle County Council finds that the provisions of this Ordinance are rationally and reasonably related to and substantially advance its goal of protecting and preserving legitimate government interests, including the protection and preservation of the public health, safety, prosperity, general welfare, and quality of life of New Castle County and its residents.

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

Section 1. *New Castle County Code* Chapter 7 ("Property Maintenance Code"), Section 7.01.002 ("Amendments to the International Property Maintenance Code"), as amended, Section PM 308 ("Rubbish and Garbage") is hereby amended by adding the material that is underscored and deleting the material with strike throughs or as otherwise referenced, as set forth below.

Section PM 308 *Rubbish and Garbage,* is amended by modifying Section 308.2.2, *Rubbish and garbage – removal*.

*Section PM 308.2.2 Rubbish and garbage - removal.* Every owner of a residential rental property shall be responsible for ~~providing for~~ <u>ensuring tenants have</u> regular rubbish and garbage removal services for the property. Compliance with the above obligations and the obligations set forth in subsection PM 308.2.1 by every owner of a residential rental property shall be evidenced by way of the written verification that is required under subsection 19.03.001.H.

<u>*Exception:* Written verification Is not required for apartment complexes, condominium communities and similar subdivisions that provide common dumpsters for tenants.</u> <u>Property owners in communities with a sole source trash service provider can provide a written affidavit.</u>

Section 2. *New Castle County Code* Chapter 19 ("Residential Rental Properties"), Article 3 ("Rental Code") is hereby amended by adding the material that is underscored and deleting the material with strike throughs or as otherwise referenced, as set forth below.

…

**Sec. 19.03.001. – Registration; requirements; information collected; written verification.**

**…**

1. Submission by the owner or designee thereof of a written verification in a manner and in a form to be designated by the Department. The written verification shall be supported by, for example and without limitation, a current contract between the owner, <u>tenant</u> or designee thereof and the person or business providing the rubbish and garbage removal services, and any other relevant information or records that conclusively show that the owner or designee thereof is satisfying its obligations by providing the requisite containers and <u>owner, tenant or designee thereof is providing</u> removal services for rubbish and garbage as referenced under subsection 308.2.2 of the *Property Maintenance Code* (Ch. 7), as amended.

## APPENDIX

## NEW CASTLE COUNTY TENANTS' RIGHTS GUIDE

Unless an emergency situation exists, your first step for reporting any problem in your rental unit should always be to contact your landlord. You may contact your landlord by telephone or in person but you must always put your complaints in writing...

| Problem | Minimal Standard | Where to Call for Complaints |
|---|---|---|
| Garbage/Rubbish | All exterior property and premises and the interior of every rental unit shall be free from accumulation of garbage or rubbish.<br><br>Every occupant shall dispose of rubbish and garbage in a clean and sanitary manner and place it in an approved container.<br><br>It is the responsibility of the property owner or designee thereof to provide approved rubbish and garbage containers, in addition to ensuring tenants have garbage and rubbish removal services for the property. | Landlord<br>New Castle County<br>Department of Land Use – (302) 395-5555 |

Section 3. The provisions of this Ordinance shall take effect immediately after passage by New Castle County Council and approval by the County Executive.

Section 4. The provisions of this Ordinance are prospective in nature. This Ordinance is not intended to, nor shall it interfere with the terms of any then-existing rental agreement in place as of the time the provisions of this Ordinance take effect.

Adopted by County Council of
New Castle County on:

______________________________

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

____________________

Marcus Henry
County Executive
of New Castle County

**SYNOPSIS**: This Ordinance clarifies the obligations of a residential rental property owner under *New Castle County Code* to ensure tenants have garbage and rubbish removal services, establishes standards and a uniform process by which every owner shall confirm compliance with its obligations under the *Property Maintenance Code* (Chapter 7), Section PM 308 *Rubbish and Garbage*, as amended, by submission of the written verification required under the proposed subsection 19.03.001.H.

After the provisions of this Ordinance take effect, and subject to the limitations identified below, the written verification is to be produced at the time of initial application for a rental permit, at the time of application to renew the rental permit, and/or upon request by a Code Official.

The provisions of the Ordinance shall take effect immediately after passage by New Castle County Council and approval by the County Executive.

**FISCAL NOTE**: There is no discernible fiscal impact.

Prime Sponsor(s): Mr. Street
Date of introduction: September 23, 2023

**RESOLUTION NO. R25 –158**

**HONORING THE LIFE AND LEGACY OF MR. JEROME R. "FUDGIE" CAMPBELL**

**WHEREAS,** Mr. Jerome R. Campbell was born on December 18, 1950, in Middletown, Delaware to the late Robert and Shirley M. Campbell; and

**WHEREAS,** Jerome, aka "Fudgie", was a proud graduate of the class of 1968, from De La Warr High School in Wilmington, Delaware; and

**WHEREAS,** Fudgie worked hard to take care of his family. He worked for twenty years at Christiana Care System. He was deeply committed to caring for others and developed lifelong friends along the way; and

**WHEREAS,** Fudgie also was an entrepreneur, because he loved people and community, he opened a corner store called Fudgie's Variety Store, of course. The neighborhood comer store that became the neighborhood gathering place, a symbol of trust in the community for all to share. He also sold produce as well with his children assisting him in that gray Impala car where he engaged more with his community, street to street, door to door. He was well liked by many; and

**WHEREAS,** Fudgie loved cars and they kind of match his personality; shiny, bold and always clean. His favorite was the Cadillac that reflected him most as he was a man of timeless style. He was known for his sharp hats and flashy shoes; and

**WHEREAS,** in November 2003, Jerome gave his life to Christ and became a devoted member of St. Paul UAME Church. He was dedicated, faithful and served on many committees; and

**WHEREAS,** Jerome, was proceeded in death by his parents Robert and Shirly Campbell, and his siblings, Yvonne and Robert Jr. and his daughter Udana. He cherished his life journey with the mothers of his children, Patricia, Marcella, Barbara and Linda and their children. His legacy will live on through his children, 26 grandchildren and 17 great-grandchildren.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New County that County Council hereby honors the life and legacy of Mr. Jerome R. "Fudgie' Campbell and extends its deepest sympathy to his family and friends accordingly.

Adopted by County Council of
New Castle County on:

______________________________
President of County Council
of New Castle County

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

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-159**

**CONSENTING TO THE APPOINTMENT OF MARGARET CASTORANI TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Ms. Castorani is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Ms. Castorani to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint Margaret Castorani to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Margaret Castorani to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Kilpatrick, Ms. Durham
Requested by: Executive Office
Date of Introduction: September 23, 2025

# RESOLUTION NO. 25-160

## CONSENTING TO THE REAPPOINTMENT OF JONATHAN COCHRAN TO THE NEW CASTLE COUNTY PLANNING BOARD

**WHEREAS**, the New Castle County Planning Board ("Planning Board") is composed of nine (9) members. Pursuant to *New Castle County Code* §40.30.210, County Council has the power and duty to confirm, by majority vote, members of the Planning Board appointed by the County Executive; and

**WHEREAS**, the Planning Board is responsible for reviewing proposed changes to zoning, subdivision regulations, deed restrictions, and the Comprehensive Development Plan; and

**WHEREAS**, the Planning Board also renders final decisions on subdivision variances and appeals of Land Use Department interpretations of subdivision regulations; and

**WHEREAS**, Planning Board Members shall be appointed by the County Executive for a term of three (3) years; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the reappointment of Jonathan Cochran to the Planning Board; and

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Jonathan Cochran to the New Castle County Planning Board for a term to begin immediately upon adoption of this Resolution and expire on September 23, 2028.

Adopted by the County Council
of New Castle County on:

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.

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

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-161**

**CONSENTING TO THE APPOINTMENT OF DIONNE DAISEY-WILLIFORD TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Ms. Daisey-Williford is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Ms. Daisey-Williford to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint Dionne Daisey-Williford to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Dionne Daisey-Williford to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Caneco, Ms. Williams-Johns
Co-sponsor(s):
Requested by: Executive Office
Date of introduction: September 23, 2025

## RESOLUTION NO. 25-162

## CONSENTING TO THE APPOINTMENT OF KAREN FELIX TO THE NEW CASTLE COUNTY FINANCIAL ADVISORY COUNCIL

**WHEREAS,** the Financial Advisory Council ("Council") is composed of nine (9) residents of the County. Pursuant to *New Castle County Code* § 14.01.017, County Council shall appoint four (4) members with the advice and consent of the County Executive and five (5) members shall be appointed by the County Executive with the advice and consent of County Council. The County Executive shall designate a Chairperson from among its members; and

**WHEREAS**, members of the Council shall possess the ability to review, comprehend, and comment upon financial data and project future revenue and expenditures based on available data relevant to past trends and the current economic environment. No more than three (3) of the members appointed by the County Executive or County Council shall be of the same political party. The County Council and the County Executive may each appoint no more than one (1) representative from New Castle County government. Members of the Council shall serve for terms of three (3) years with said term to begin from the date of appointment with no limitation on reappointment; and

**WHEREAS,** the Financial Advisory Council advises the County Executive, County Council, and the Chief Financial Officer of current and projected economic conditions and trends, particularly as they affect New Castle County; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the appointment of Karen Felix to the New Castle County Financial Advisory Council; and

**WHEREAS,** Ms. Felix is a resident of New Castle County with experience in finance working professionally as a Chief Financial Officer. Additionally, Ms. Felix has started her own consulting business where she helps businesses achieve greater success.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Karen Felix to the New Castle County Financial Advisory Council for a term beginning September 23, 2025, and to expire on September 23, 2028.

Adopted by the County Council
of New Castle County on:

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernable fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Toole
Requested by: Executive Office
Date of introduction: September 23, 2025

**RESOLUTION NO. 25-163**

**CONSENTING TO THE APPOINTMENT OF BISHOP GEORGE E. GIBSON, II TO THE NEW CASTLE COUNTY HOUSING ADVISORY BOARD**

**WHEREAS,** pursuant to *New Castle County Code* § 2.05.406 the New Castle County Housing Advisory Board shall consist of nine (9) members of the public representing diverse interests, including but not limited to, development and housing, for-profit and non-profit housing providers, realtors, housing and homeless advocates, financial services, tenant advocates, landlords, and community representation; and

**WHEREAS,** members of the New Castle County Housing Advisory Board shall be appointed by the County Executive with the advice and consent of the County Council. The Housing Advisory Board members shall serve at the pleasure of the County Executive and be appointed for a three (3) year term to begin on the date of the appointment pursuant to *New Castle County Code* § 2.05.406 (2); and

**WHEREAS,** the County Executive has submitted for the advice and consent of the County Council the appointment of Bishop George E. Gibson, II as a member of the Housing Advisory Board; and

**WHEREAS**, Bishop Goerge Gibson is a religious leader who has experience with justice involved individuals. Bishop Gibson is the Establishmentarian and Shepherd of The Love Nation in Wilmington. Bishop Gibson is the President of the New Castle County, Delaware Fatherhood & Families Coalition. He also serves as the President of Interdenominational Ministry's Action Collation of Delaware (IMAC-DE), a board member of Labor Economic Education Empowerment (L.E.E.P.), an instructor and case manager for Pathway to Apprenticeship (P2A), a board member of the Wilmington Hope Commission and a board member of Group Violence Intervention (GVI).

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Bishop Goerge E. Gibson, II to the New Castle County Housing Advisory Board for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council of
New Castle County on:

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS: Same** as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Toole
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-164**

**CONSENTING TO THE APPOINTMENT OF CONNOR GRAHAM MUNZERT TO THE NEW CASTLE COUNTY HISTORIC REVIEW BOARD**

**WHEREAS,** Pursuant to *New Castle County Code* Section 40.30.330, the Historic Review Board is vested with the responsibility to make recommendations for historic district boundaries, maintain a survey of historic properties, review permits relative to historic properties, and to make recommendations to the County Executive, County Council, and to the Department of Land Use concerning the use of grants, gifts, and budgeting appropriations to promote the preservation of historic sites, among other duties; and

**WHEREAS,** the Historic Review Board shall consist of nine (9) members who shall be residents of the County and who shall be appointed by the County Executive with the advice and consent of a majority of the County Council. The terms of office shall be four (4) years, provided that the terms of the members other than the Chairman shall be established in a manner that two (2) shall expire each year. The County Executive shall appoint one (1) member as Chairman who shall serve at the pleasure of the County Executive. One (1) member of the Historic Review Board shall be an architect and one (1) member shall be from the field of historic preservation. Seven (7) members shall be individuals who have demonstrated a concern in the field of historic preservation, have some knowledge of the County's history, or have reasonable knowledge of historic architecture or construction techniques; and

**WHEREAS,** Mr. Munzert is a Certified Archivist with over a decade in archives and records administration. He held many positions at the Delaware Public Archives before moving to Longwood Gardens, where preservation plays a key part in his daily activities as Senior Archivist; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the appointment of Connor Graham to the Historic Review Board.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Connor Graham Munzert to the New Castle County Historic Review Board for a term to begin immediately upon adoption of this resolution and to expire on September 23, 2029.

Adopted by the County Council
of New Castle County on: 9/23/25

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.

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

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-165**

**CONSENTING TO THE REAPPOINTMENT OF GERALDINE KROLIN-TAYLOR TO THE NEW CASTLE COUNTY LIBRARY ADVISORY BOARD**

**WHEREAS,** pursuant to 9 *Del. C.* § 1352 and *New Castle County Code* § 2.05.402(F) the New Castle County Library Advisory Board ("Board") shall serve as a subcommittee to the Department of Community Services Board; and

**WHEREAS**, the Board shall consist of thirteen (13) members; and

**WHEREAS,** the County Executive, with the advice and consent of County Council appoints twelve (12) members of the Board-one (1) from District 1 or 7, one (1) from District 2 or 8, one (1) from District 3 or 9, one (1) from District 4 or 10, one (1) from District 5 or 11, one (1) from District 6 or 12, six (6) members from among existing friends groups and one (1) member representing all contractual libraries. All members so appointed serve for a term of three (3) years pursuant to *New Castle County Code* § 2.05.403; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the reappointment of Geraldine Krolin-Taylor as a member of the Board representing the Friends of Hockessin Library; and

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Geraldine Krolin-Taylor as the representative to the New Castle County Library Advisory Board for the Friends of Hockessin Library for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-166**

**CONSENTING TO THE APPOINTMENT OF JOHN NAYLOR TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Mr. Naylor is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Mr. Naylor to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint John Naylor to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of John Naylor to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-167**

**CONSENTING TO THE APPOINTMENT OF ANNA OGUNNAIKE TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Ms. Ogunnaike is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Ms. Ogunnaike to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint Anna Ogunnaike to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Anna Ogunnaike to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

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Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Caneco
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-168**

**CONSENTING TO THE REAPPOINTMENT OF RUTH M. VISVARDIS TO THE NEW CASTLE COUNTY PLANNING BOARD**

**WHEREAS**, the New Castle County Planning Board ("Planning Board") is composed of nine (9) members. Pursuant to *New Castle County Code* §40.30.210, County Council has the power and duty to confirm, by majority vote, members of the Planning Board appointed by the County Executive; and

**WHEREAS**, the Planning Board is responsible for reviewing proposed changes to zoning, subdivision regulations, deed restrictions, and the Comprehensive Development Plan; and

**WHEREAS**, the Planning Board also renders final decisions on subdivision variances and appeals of Land Use Department interpretations of subdivision regulations; and

**WHEREAS**, Planning Board Members shall be appointed by the County Executive for a term of three (3) years; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the reappointment of Ruth M. Visvardis to the Planning Board; and

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Ruth M. Visvardis to the New Castle County Planning Board for a term to begin immediately upon adoption of this Resolution and expire on September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.

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

Prime Sponsor(s): Ms. Durham
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-169**

**CONSENTING TO THE APPOINTMENT OF ROBERT OTT TO THE NEW CASTLE COUNTY PLANNING BOARD**

**WHEREAS**, the New Castle County Planning Board ("Planning Board") is composed of nine (9) members. Pursuant to *New Castle County Code* §40.30.210, County Council has the power and duty to confirm, by majority vote, members of the Planning Board appointed by the County Executive; and

**WHEREAS**, the Planning Board is responsible for reviewing proposed changes to zoning, subdivision regulations, deed restrictions, and the Comprehensive Development Plan; and

**WHEREAS**, the Planning Board also renders final decisions on subdivision variances and appeals of Land Use Department interpretations of subdivision regulations; and

**WHEREAS**, Planning Board Members shall be appointed by the County Executive for a term of three (3) years; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the appointment of Robert Ott to the Planning Board; and

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Robert Ott to the New Castle County Planning Board for a term to begin immediately upon adoption of this Resolution and expire on September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS: Same** as title.

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

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-170**

**CONSENTING TO THE APPOINTMENT OF R. LYNN PAXSON TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Ms. Paxson is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Ms. Paxson to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint R. Lynn Paxson to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of R. Lynn Paxson to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Mr. Smiley
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-171**

**CONSENTING TO THE APPOINTMENT OF LAURALEE RAPPLEYE TO THE NEW CASTLE COUNTY HISTORIC REVIEW BOARD**

**WHEREAS,** Pursuant to *New Castle County Code* Section 40.30.330, the Historic Review Board is vested with the responsibility to make recommendations for historic district boundaries, maintain a survey of historic properties, review permits relative to historic properties, and to make recommendations to the County Executive, County Council, and to the Department of Land Use concerning the use of grants, gifts, and budgeting appropriations to promote the preservation of historic sites, among other duties; and

**WHEREAS,** the Historic Review Board shall consist of nine (9) members who shall be residents of the County and who shall be appointed by the County Executive with the advice and consent of a majority of the County Council. The terms of office shall be four (4) years, provided that the terms of the members other than the Chairman shall be established in a manner that two (2) shall expire each year. The County Executive shall appoint one (1) member as Chairman who shall serve at the pleasure of the County Executive. One (1) member of the Historic Review Board shall be an architect and one (1) member shall be from the field of historic preservation. Seven (7) members shall be individuals who have demonstrated a concern in the field of historic preservation, have some knowledge of the County's history, or have reasonable knowledge of historic architecture or construction techniques; and

**WHEREAS,** Ms. Rappleye brings project review consultation with the State of Delaware, federal agencies, and tribal entities, as well as 50 years of experience assessing project impacts and balancing the need for improvement with the need for preservation to the New Castle County Historic Review Board; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the appointment of Lauralee Rappleye to the Historic Review Board.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Lauralee Rappleye to the New Castle County Historic Review Board for a term to begin immediately upon adoption of this resolution and to expire on September 23, 2029.

Adopted by the County Council
of New Castle County on:

______________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.

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

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-172**

**CONSENTING TO THE APPOINTMENT OF MARILYN P. REED TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that “County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;” and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that “a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;” and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that “the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Ms. Reed is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Ms. Reed to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint Marilyn P. Reed to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Marilyn P. Reed to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-173**

**CONSENTING TO THE APPOINTMENT OF MELISSA T. RUFO TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Ms. Rufo is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Ms. Rufo to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint Melissa T. Rufo to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Melissa T. Rufo to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-174**

**CONSENTING TO THE APPOINTMENT OF EUGENE RUPINSKI TO THE NEW CASTLE COUNTY HOCKESSIN DESIGN REVIEW ADVISORY COMMITTEE**

**WHEREAS,** *New Castle County Code* §40.26.420 provides that "County Council may establish Hometown (HT) Overlay Zoning Districts and encompass the boundaries of communities and neighborhoods that will be subject to a modification of dimensional standards as set forth herein and by an approved Community Redevelopment Plan;" and

**WHEREAS**, *New Castle County Code* §40.26.440 provides that "a Design Review Advisory Committee shall be established pursuant to §40.30.450 for each Hometown Zoning Overlay District created;" and

**WHEREAS,** *New Castle County Code* §40.30.450C also provides that "the District Council person(s) in whose Councilmanic district a Hometown Overlay is found, shall make recommendations to the County Executive who shall appoint members subject to County Council consent; and

**WHEREAS,** Mr. Rupinski is a resident and property owner of the area affected and the surrounding area identified in the community redevelopment and the District Council member recommended the appointment of Mr. Rupinski to the Hockessin Design Review Advisory Committee; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council to appoint Eugene Rupinski to the Hockessin Design Review Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the appointment of Eugene Rupinski to the Hockessin Design Review Advisory Committee for a term to begin immediately upon adoption of this resolution and to expire September 23, 2028.

Adopted by County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.
**FISCAL NOTE**: There will be no discernible fiscal impact upon the adoption of this legislation.

Prime Sponsor(s): Ms. Durham
Requested by: Executive Office
Date of Introduction: September 23, 2025

# RESOLUTION NO. 25-175

## CONSENTING TO THE REAPPOINTMENT OF MATTHEW J. SARVER TO THE NEW CASTLE COUNTY OPEN SPACE ADVISORY BOARD

**WHEREAS**, pursuant to *New Castle County Code* Section 2.05.306, the Open Space Advisory Board is vested with the responsibility to advise the Department of Land Use and the Department of Public Works on implementing best practices in preserving open space within New Castle County; and

**WHEREAS**, the Open Space Advisory Board shall consist of five (5) members appointed by the County Executive with the advice and consent of County Council who, except for the one (1) member designated by the Secretary of DNREC, shall be residents of New Castle County, shall consist of two (2) "professional" members with at least five years of professional expertise in land conservation programs, parks acquisition/management, knowledge in the fields of open space or historic resource protection/management, and/or environmental protection, and two (2) "citizen at large" members with professional or volunteer background in land conservation; and

**WHEREAS**, the Open Space Advisory Board shall further consist of four (4) members, all of whom shall be residents of New Castle County who are appointed by County Council with the advice and consent of the County Executive, comprised of one (1) "citizen at large" member with either a professional or volunteer background in land conservation, one (1) member with expertise in the restoration/remediation/conversion of brownfields/greyfields into greenfields or expertise with urban park creation/development, one (1) member from an underserved or an "environmental justice" community, and one (1) Youth member who has a proven interest and involvement in conservation; and

**WHEREAS**, the membership of the Open Space Advisory Board shall endeavor to include representation from a broad cross section of New Castle County Planning and Council Districts and shall generally have four-year renewable terms, except for the Youth member who serves a single two-year term, and the inaugural nominations for one of the "professional" seats and one of the "citizen at large" seats appointed by the County Executive; and

**WHEREAS**, Mr. Sarver is an Ecological Society of America (ESA) Certified Senior Ecologist, and a member of ESA's Mid-Atlantic Chapter and Applied Ecology Section. He is also the Delaware representative on the boards of the Mid-Atlantic Invasive Plant Council and the Society for Ecological Restoration Mid-Atlantic Chapter, and an Elected Fellow of the Delmarva Ornithological Society; and

**WHEREAS**, the County Executive has submitted for the advice and consent of County Council the reappointment of Matthew J. Sarver to the Open Space Board for one of the “Citizen at Large” seats.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Matthew J. Sarver to the New Castle County Open Space Advisory Board for a term to begin immediately upon adoption of this Resolution and expire on September 23, 2029.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.

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

Prime Sponsor(s): Ms. Durham
Requested by: Executive Office
Date of Introduction: September 23, 2025

**RESOLUTION NO. 25-176**

**CONSENTING TO THE REAPPOINTMENT OF ROBERT B. SNOWDEN TO THE NEW CASTLE COUNTY PLANNING BOARD**

**WHEREAS**, the New Castle County Planning Board ("Planning Board") is composed of nine (9) members. Pursuant to *New Castle County Code* §40.30.210, County Council has the power and duty to confirm, by majority vote, members of the Planning Board appointed by the County Executive; and

**WHEREAS**, the Planning Board is responsible for reviewing proposed changes to zoning, subdivision regulations, deed restrictions, and the Comprehensive Development Plan; and

**WHEREAS**, the Planning Board also renders final decisions on subdivision variances and appeals of Land Use Department interpretations of subdivision regulations; and

**WHEREAS**, Planning Board Members shall be appointed by the County Executive for a term of three (3) years; and

**WHEREAS,** the County Executive has submitted for the advice and consent of County Council the reappointment of Robert B. Snowden to the Planning Board; and

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council hereby consents to the reappointment of Robert B. Snowden to the New Castle County Planning Board for a term to begin immediately upon adoption of this Resolution and expire on September 23, 2028.

Adopted by the County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS:** Same as title.

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

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of Introduction: September 23, 2025

# RESOLUTION NO. 25-177

## AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PARTNERSHIP AGREEMENT WITH DELAWARE FAMILY HOPE LLC TO PROVIDE INTERMEDIARY SERVICES IN CONNECTION WITH A PAY-FOR-SUCCESS PROJECT INTENDED TO PROVIDE COST-EFFECTIVE SERVICES FOR ENDING FAMILY HOMELESS IN NEW CASTLE COUNTY

**WHEREAS**, on November 23, 2023, the United States Department of the Treasury ("Treasury"), Office of Economic Policy issued a Notice of Funding (the "NOFA") announcing the availability of grant funding for projects through the Social Impact Partnerships to Pay for Results Act, 42 U.S.C. §§ 1397n et seq. ("SIPPRA") through a competitive application process; and

**WHEREAS**, on April 15, 2024, the New Castle County Department of Community Services (the "Department") submitted an application seeking funding under SIPPRA for a pay-for-success program to offer rental assistance and ongoing supportive services to help families obtain permanent housing and greater self-sufficiency through the New Castle County Hope Center (the "Family HOPE Project"); and

**WHEREAS**, on November 7, 2024, Treasury informed the Department that the Family HOPE Project had been selected for grant funding under SIPPRA in the amount of $9,640,323.00, plus up to 15% of the project grant amount to pay for a portion of the cost of a required independent evaluation firm (the "Grant"); and

**WHEREAS**, the Department negotiated a Partnership Agreement, as attached as Exhibit "A", with Delaware Family Hope LLC ("Intermediary") to provide intermediary services to the Department in connection with the Family HOPE Project; and

**WHEREAS**, the Partnership Agreement is required by SIPPRA to accept the Award from Treasury and execute a final Award Agreement with Treasury; and

**WHEREAS**, operating costs for the Family HOPE Project will be funded by the proceeds of loans, recoverable grants, and traditional grants to Intermediary; and

**WHEREAS**, by the adoption of this Resolution, County Council desires to exercise the authority delegated to it under the New Castle County Code to authorize the County Executive to execute the Partnership Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of New Castle County that County Council hereby authorizes the County Executive to sign the Partnership Agreement as attached as Exhibit "A" as the same may be amended or modified.

Adopted by County Council of
New Castle County on:

______________________________

Monique Williams-Johns
President of County Council
of New Castle County

**SYNOPSIS**: This Resolution authorizes the County Executive to execute a Partnership Agreement between the County and Delaware Family Hope LLC to provide intermediary services to the Department in connection with the Family HOPE Project.

**FISCAL IMPACT**: Execution of the Partnership Agreement will have no fiscal impact on the County.

Acknowledged by the Chief Financial Officer September 11, 2025.

# PARTNERSHIP AGREEMENT

Dated as of September ___, 2025

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This Partnership Agreement (this "Agreement"), dated as of September ____, 2025 (the "Effective Date"), is among New Castle County, Delaware, a political subdivision of the State of Delaware, as payor (in such capacity, "Payor") and, through New Castle County Hope Center (the "Hope Center"), as intervention provider (in such capacity, "Intervention Provider"), and Delaware Family HOPE LLC, a Delaware limited liability company, as intermediary ("Intermediary"). Payor, Intervention Provider and Intermediary are referred to herein collectively as the "Parties" and each as a "Party".

WHEREAS, Payor wishes to use pay-for-success as an innovative financing mechanism for evidence-based services in order to improve social outcomes and produce local and federal savings and benefits and has been awarded $9,640,323.00 in conditional outcomes funding under the Social Impact Partnerships to Pay for Results Act, 42 U.S.C. §§ 1397n *et seq.* (the "Results Act") by the United States Department of Treasury ("Treasury") through an Award Agreement between Treasury and Payor, dated as of [__] (as may be amended of modified, the "Award Agreement"), contingent upon certain pre-determined outcomes being achieved;

WHEREAS, Intermediary will provide intermediary services to Payor in connection with a pay-for-success project which is intended to provide cost-effective services for ending family homelessness in New Castle County, Delaware and developing an innovative, replicable approach to solving family homelessness statewide, while at all times adhering to the Do No Harm Principle, as set forth in this Agreement;

WHEREAS, the Parties wish to enter into a contract for the Housing Opportunities for Purposeful Empowerment Project, "The Family 'HOPE' Project" (the "Project"), on the terms and subject to the provisions of this Agreement;

WHEREAS, operating costs for the Project will be funded by the proceeds of loans, recoverable grants, and traditional grants to Intermediary (the "Financing"), such Financing to be repaid from Outcome Payments;

WHEREAS, Intermediary is a wholly-owned subsidiary of Social Finance, Inc. and the directors, officers, and employees of Intermediary are officers and employees of Social Finance, Inc.;

WHEREAS, following the execution and delivery of this Agreement, Intervention Provider will provide an extended stay for Families, followed by twenty-four (24) months of direct rental assistance in the form of direct cash payments, and, through certain subcontractors, individualized case management and financial counseling (collectively, the "Intervention"), all as more fully described in <u>Schedule 1</u> (Operating Responsibilities);

WHEREAS, Payor will provide information and access to facilitate delivery of the Intervention by Intervention Provider; and

WHEREAS, simultaneously with the execution of this Agreement, Payor will enter into an agreement (the "Evaluator Agreement") with an independent third party, Tech Impact, a Pennsylvania nonprofit organization (the "Evaluator"), to measure certain outcomes including two

(2) Payment Outcomes associated with the Intervention, all as more fully described in Schedule 2 (Project Evaluation); and

WHEREAS, the Evaluator will calculate the Outcome Payments attributable to the Project, and the amount of such Outcome Payments to be paid by Payor, in accordance with Schedule 3 (Calculation of Outcome Payments), and provide an invoice for such amounts to Payor.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the Parties agree as follows:

## ARTICLE I. **DEFINITIONS/CONSTRUCTION**

Section 1.1 Defined Terms Capitalized terms have the meaning assigned to them in this Agreement and the accompanying Schedules, and in Appendix A – Index of Defined Terms, which is attached hereto and incorporated by reference into this Agreement.

Section 1.2 Schedules

The following Schedules attached hereto are hereby incorporated into this Agreement in their entirety:

*Schedule 1:* Operating Responsibilities

*Schedule 2:* Project Evaluation

*Schedule 3:* Calculation of Outcome Payments

*Schedule 4:* Governance and Reporting

## ARTICLE II. TERM OF AGREEMENT; SERVICES

Section 2.1 Effective Date

This Agreement will become effective as of the Effective Date and will remain in effect until (i) the final Outcome Payment has been paid to Intermediary in accordance with Schedule 3 (Calculation of Outcome Payments) or (ii) eighty-five (85) months following the Service Commencement Date (as defined below), whichever is later (the "Term"), unless earlier terminated pursuant to Section 9.1. This Agreement shall not be binding on the Parties if Treasury ultimately fails to accept the terms of this Agreement, the Evaluator Agreement or any other document required under the Award Agreement or terminates the Award Agreement.

Section 2.2 Project Launch Date

Intervention Provider will oversee the implementation of the Intervention described more fully in Schedule 1 (Operating Responsibilities), following the satisfaction of the Financing

Condition on a date to be agreed to by the Management Committee (the "Service Commencement Date").

## ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1 Intermediary's Representations and Warranties

(a) Organization and Good Standing. Intermediary is a limited liability company validly existing and in good standing under the laws of the State of Delaware, and has full corporate power and authority to conduct its business as presently conducted and to enter into and perform under this Agreement. Intermediary is a wholly owned subsidiary of Social Finance, Inc., which will provide all employees and other resources necessary (unless otherwise stated in this Agreement including the Schedules hereto) for Intermediary to fulfill its obligations under this Agreement. Intermediary and Social Finance, Inc. have entered into all necessary agreements and arrangements for the provision of such employees and other resources as may be necessary for Intermediary to fulfill its obligations under this Agreement.

( ) Authority for Agreement. The execution, delivery and performance by Intermediary of this Agreement and the performance by Intermediary under this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Intermediary and, assuming the due authorization, execution and delivery by Payor and Intervention Provider, and subject to the effect of applicable Laws, constitutes a legal, valid and binding obligation of Intermediary, enforceable against Intermediary in accordance with its terms. The execution and performance of this Agreement by Intermediary will not violate any provision of Law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under or require a consent or waiver under, Intermediary's organizational documents or any decree, judgment, order applicable to Intermediary.

(b) No Litigation. No litigation, arbitration or administrative proceeding is presently in progress or, to Intermediary's knowledge, pending or threatened against Intermediary or any of its assets which might reasonably be expected to materially adversely affect the ability of Intermediary to perform its obligations under this Agreement.

Section 3.2 Payor Representations and Warranties

(a) Authority for Agreement. The execution, delivery and performance by Payor of this Agreement and the performance by Payor under this Agreement have been duly authorized by all necessary governmental action. This Agreement has been duly executed and delivered by Payor and, assuming the due authorization, execution and delivery by Intermediary and Intervention Provider, and subject to the effect of applicable Laws, constitutes a legal, valid, and binding obligation of Payor, enforceable against Payor in accordance with its terms. The execution and performance of this Agreement by Payor will not violate any provision of Law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under or require a consent or waiver under, the Laws under which Payor is established or any decree, judgment, order applicable to Payor. There is no condition, subsequent or precedent, required to be fulfilled for the authorization provided to Payor under the Delaware Code to be in full force and effect.

(a) No Litigation. No claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to Payor's knowledge, pending or threatened against Payor which will or might reasonably be expected to materially adversely affect the ability of Payor to perform under this Agreement.

(b) Governmental Consents. Following approval of this Agreement by the New Castle County Council and Treasury, no further consent, approval, order, or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required in connection with the execution, delivery and performance of this Agreement by Intermediary, Payor, Intervention Provider or the payment of Outcome Payments hereunder.

Section 3.3 Intervention Provider's Representations and Warranties

(b) Authority for Agreement. The execution, delivery and performance by Intervention Provider of this Agreement and the performance by Intervention Provider under this Agreement have been duly authorized by all necessary governmental action. This Agreement has been duly executed and delivered by Intervention Provider and, assuming the due authorization, execution and delivery by Intermediary and Payor, and subject to the effect of applicable Laws, constitutes a legal, valid, and binding obligation of Intervention Provider, enforceable against Intervention Provider in accordance with its terms. The execution and performance of this Agreement by Intervention Provider will not violate any provision of Law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under or require a consent or waiver under, the Laws under which Intervention Provider is established or any decree, judgment, order applicable to Intervention Provider.

(a) No Litigation. No litigation, arbitration or administrative proceeding is presently in progress or, to Intervention Provider's knowledge, pending or threatened against the Hope Center or Intervention Provider or any of its assets which might reasonably be expected to materially adversely affect the ability of Intervention Provider to perform its obligations under this Agreement.

(b) Governmental Consents. Following approval of this Agreement by the New Castle County Council and Treasury, no further consent, approval, order, or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required in connection with the execution, delivery and performance of this Agreement by Intermediary, Payor, Intervention Provider or the payment of Outcome Payments hereunder.

## ARTICLE IV. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

Section 4.1 Intermediary's Obligations and Responsibilities

Without limiting the generality or effect of any other provision of this Agreement, Intermediary will:

(a) comply with its obligations set forth in Schedule 1 (Operating Responsibilities), Schedule 2 (Project Evaluation), Schedule 3 (Calculation of Outcome Payments) and Schedule 4 (Governance and Reporting);

(b) make payments to Payor for reimbursement of Intervention Provider service delivery costs and Rental Assistance Payments in accordance with Schedule 1 (Operating Responsibilities) including Appendix A thereto;

(c) promptly inform Payor of potential Funding Shortfalls;

(d) in rendering its services hereunder, comply with all Laws applicable to it and its subsidiaries;

(c) seek funding commitments and enter into and enforce binding funding agreements with the Funding Partners in connection therewith;

(e) deliver to Payor a fully executed account control agreement with Eastern Bank, that grants Payor control over the Funding Account (defined below) sufficient to perfect the security interest provided for in Section 6.1; and

(f) purchase and maintain certain insurance coverages listed in Appendix B that extend through the Term.

Section 4.2 Payor Obligations and Responsibilities

Without limiting the generality or effect of any other provision of this Agreement, Payor will:

(a) enter into and enforce the Evaluator Agreement, and seek and obtain the written consent of Treasury, prior to (i) amending the Evaluator Agreement in any material respect, (ii) terminating the Evaluator Agreement or (iii) entering into an Evaluator Agreement with a successor to the Evaluator;

(b) submit Outcome Payment invoices to Treasury as required in the Award Agreement within five (5) Business Days of approval by the Management Committee as set forth in Schedule 3 (Calculation of Outcome Payments);

(c) remit Outcome Payments to Intermediary (for the benefit of the Funding Partners) in accordance with Schedule 3 (Calculation of Outcome Payments), provided, that, Intermediary acknowledges that Payor's obligation to make Outcome Payments shall be limited to the amount of funds that are approved by Treasury and received by Payor following submission of the Outcome Payment Invoice; provided, further, that Intermediary acknowledges that Payor may (but is not obligated to) expedite payment to Intermediary by submitting Outcome Payment amounts to Intermediary in advance of actual receipt of Outcome Payment funds from Treasury and in no way shall this limit or amend the limitation on Payor's responsibilities described in this clause (c);

(d) promptly notify Intermediary of any material breach of the Evaluator Agreement, and use reasonable efforts to (i) cause the Evaluator, as applicable, to remedy such material breach, or (ii) if necessary, replace the Evaluator, as directed by the Executive Committee;

(e) comply with its obligations set forth in Schedule 1 (Operating Responsibilities), Schedule 2 (Project Evaluation), Schedule 3 (Calculation of Outcome Payments) and Schedule 4 (Governance and Reporting);

(d) enter into and enforce a contract with each Vendor to provide Project Families, during their time at the Hope Center and for the two (2) years following each Project Family's departure from the Hope Center, with all counseling and financial coaching services described in Schedule 1 (Operating Responsibilities). Payor, on the advice of Intervention Provider, may determine that any Vendor should be terminated due to unsatisfactory performance. In such case, (i) Payor will promptly notify the Executive Committee in accordance with Schedule 4 (Governance and Reporting) and (ii) Payor will be responsible for entering into a contract with a replacement vendor providing substantially similar services acceptable to Intervention Provider;

(f) invoice Intermediary for the costs incurred by Intervention Provider in carrying out the Intervention it has delivered in accordance with Schedule 1 (Operating Responsibilities) and Section 4.3(b);

(e) calculate, document and pay Direct Rental Assistance payments in accordance with (i) applicable Laws, and (ii) Schedule 1 (Operating Responsibilities) and Appendix A thereto; and

(g) notify Intermediary upon any decision to expand the availability of other, competing services to the Intervention, and in such event, use reasonable efforts to prioritize all Eligible Families for the Project, provided that Payor retains sole discretion over any such expansion of competing services.

Section 4.3 Intervention Provider's Obligations and Responsibilities

Without limiting the generality or effect of any other provision of this Agreement, Intervention Provider will:

(a) comply with its obligations and ensure that the Hope Center Case Coordinator, Managing Director, , Project Case Managers, , and Financial Counselors comply with the obligations set forth in Schedule 1 (Operating Responsibilities), Schedule 2 (Project Evaluation), Schedule 3 (Calculation of Outcome Payments), and Schedule 4 (Governance and Reporting);

(b) oversee and monitor the services provided by Vendors, and regularly communicate with Payor regarding the provision of such services, in order to ensure they are being provided in accordance with this Agreement, including the Schedules hereto, and applicable Laws;

(c) calculate, document and provide an accounting to Payor detailing the costs incurred in carrying out the Intervention in accordance with Schedule 1 (Operating Responsibilities) and Section 4.3(b);

(d) ensure sufficient staffing within applicable offices to coordinate with the Project on Intervention delivery and participate in Project governance (as outlined in Schedule 4 (Governance and Reporting));

(e) enter into a Data Sharing Agreement with the Evaluator to outline the sharing and transfer procedures of data between the Evaluator and Intervention Provider;

(f) promptly provide data to Intermediary in response to a data request by Intermediary; and

(g) notify Intermediary upon any decision to expand the availability of other, competing services to the Intervention, and in such event, use reasonable efforts to prioritize all Eligible Families for the Project, provided that Payor retains sole discretion over any such expansion of competing services.

Section 4.4 Confidential Information

(a) Confidential Information Generally. Each Party acknowledges that, during the Term, it may disclose (the "Disclosing Party") to another (the "Receiving Party") certain confidential information and data (the "Confidential Information"). Subject at all times to applicable state law, each Party agrees to maintain all Confidential Information provided to it by another Party as confidential and to not disclose such information to any Persons other than to its representatives or as otherwise required by Law.

(b) Freedom of Information Act.

(f) Intermediary acknowledges that Payor and Intervention Provider must comply with the Delaware Freedom of Information Act, 29 *Del. C.* §§ 10001 *et seq.* ("Delaware FOIA"), which requires the disclosure of documents in the possession of such Party upon request of any Delaware citizen, unless the document falls within certain statutory exceptions. In no event will Payor or Intervention Provider be liable for disclosing any information pursuant to a judicial or administrative order, or as the result of a good faith belief on the part of Payor or Intervention Provider, as applicable, that the information in question must be disclosed pursuant to Delaware FOIA, provided that the Payor or Intervention Provider follows the procedure for responding to such an order as set forth in Section 4.4(b)(ii).

(i) If a Person files a request under the Delaware FOIA or any similar applicable Law for any documentation or information related to the Project (a "Request"), Payor or Intervention Provider shall promptly, and in any event not more than five (5) Business Days following the receipt of the Request, notify Intermediary of the Request and allow Intermediary two (2) Business Days within which to object to Payor or Intervention Provider and any relevant judicial or administrative body, to the disclosure of any of the requested information. If, following receipt of Intermediary's objection to the release of the requested information, Payor or Intervention Provider reasonably determines that the information sought by the Request should be disclosed, Payor or Intervention Provider shall promptly notify Intermediary of such determination, and, subject to Law, shall refrain from making such disclosure for not less than two (2) Business Days following notice to Intermediary to afford Intermediary an opportunity to seek an injunction or other appropriate remedy if Intermediary believes that agency's determination is erroneous.

(g) Notice. Intermediary shall endeavor to clearly mark each page of all documents that it wishes to designate as Confidential Information "Confidential Information" and may also include a reference to this Agreement; *provided, however*, that Intermediary's failure to mark any document shall not foreclose it from asserting that a document should be designated as Confidential Information.

(c) Certain Required Disclosures. For purposes of this Section 4.4, "Confidential Information" does not include, and there will be no obligation hereunder with respect to, information that (i) was available or became available to the public other than as a result of a disclosure by the Receiving Party; (ii) was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or its representative, but only if such information was not made available through a breach of an obligation of confidentiality owed to the Disclosing Party; (iii) is subject to disclosure in accordance with state or federal law, including the U.S. Freedom of Information Act and the Results Act; (iv) is required to be disclosed pursuant to the Award Agreement; or (v) is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar legal process) or the disclosure of which is required by a regulatory body or court, provided, that Receiving Party shall: (A) provide the Disclosing Party with prompt notice of any such request(s) so that it may seek an appropriate protective order or other appropriate remedy, and (B) provide reasonable assistance to the Disclosing Party in obtaining any such protective order, provided, however, that the costs of obtaining such protective order shall be paid by the Disclosing Party, including all attorneys' fees. If such protective order or other remedy is not obtained or the Disclosing Party otherwise consents to disclosure, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of counsel to the Receiving Party, the Receiving Party is legally compelled to disclose.

## Section 4.5 Executive Committee; Management Committee

Promptly and in any event within thirty (30) days after the execution of this Agreement, the Parties will form the Executive Committee and the Management Committee, both as contemplated by Schedule 4 (Governance and Reporting), which committees will have the powers and duties set forth on Schedule 4 (Governance and Reporting).

## Section 4.6 Publicity

News releases or any other similar public announcements regarding the Project or this Agreement may not be released or made by any Party without the written consent of the other Parties hereto. The Parties agree to develop an announcement strategy and publicity plan in coordination with their communications teams to facilitate a public communication plan; *provided, however,* that any Party may make any public announcement that its counsel advises is required by Law or legal process, in which case, to the extent practicable, it will consult with the other Party with respect to the timing and content thereof.

Section 4.7 Books and Records; Audit Rights

Intermediary will establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds in connection with the Project. Intermediary will retain all records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Agreement, if any, for a period of three years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of three years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. Intermediary will assure that these records will be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by Payor. Payor or any of its duly authorized representatives shall have the right to examine any directly pertinent books, documents, papers and records of Intermediary involving transactions related to this Agreement.

Section 4.8 Funding Shortfall

Intermediary will send notices to the Funding Partners or their representatives prior to the Service Commencement Date and periodically thereafter for drawdown of committed capital to finance the Project (the "Funding Dates"). If (i) one or more Funding Partners does not provide its portion of committed funds within the applicable time frame, or (ii) any party that has provided Financing withdraws such Financing after the Financing Condition has been satisfied (a "Funding Shortfall"), then Intermediary may seek additional funding to meet such Funding Shortfall. Intermediary shall provide (a) confirmation to Payor that committed capital has been provided prior to each of the Funding Dates and (b) information to Payor as promptly as practicable upon becoming aware of facts that might lead to a Funding Shortfall. Intermediary shall keep Payor apprised of the status of any actions being taken to remedy any such Funding Shortfall.

## ARTICLE V. OUTCOMES AND OUTCOME PAYMENTS

Section 5.1 Calculation of Payment Outcomes and Outcome Payments.

Outcome Payments are contingent upon the Evaluator's determinations as to whether the Payment Outcomes have been met in accordance with Schedule 2 (Project Evaluation). Upon determining that one or more of the Payment Outcomes have been met, the Evaluator shall calculate the applicable Outcome Payments in accordance with Schedule 3 (Calculation of Outcome Payments).

Section 5.2 Maximum Payments.

The maximum total amount payable by Payor to Intermediary for cumulative Outcome Payments is $9,640,323.

Section 5.3 Outcome Payments.

Payor will transfer the Outcome Payments to Intermediary in accordance with Schedule 3 (Calculation of Outcome Payments). Payor will pay the Outcome Payment in full within thirty (30) calendar days of actual receipt of funding from Treasury or earlier as specified in Schedule 3 (Calculation of Outcome Payments), without deduction or setoff except as permitted in this Agreement, by electronic wire transfer or electronic funds transfer (EFT) of immediately available funds to a bank account designated reasonably in advance of the payment due date by Intermediary.

Section 5.4 No Third Party Rights.

Except as set forth in Section 5.3 above and Section 9.1 below, nothing in this Agreement shall be deemed to create or give to any third party any claim or right of action against Payor or any other Party, provided that Payor acknowledges that Intermediary may collaterally assign its right to payment set forth in this Agreement to the Funding Partners (the "Assignees"), as collateral for the obligations of Intermediary to the Funding Partners, and Payor consents to such collateral assignments, provided such assignments are in writing. Each Assignee shall be a third party beneficiary solely as to Intermediary's rights under Section 5.3.

## ARTICLE VI. SECURITY INTEREST

Section 6.1 Grant of Security Interest.

To secure Intermediary's obligations under this Agreement, including the prompt reimbursement of Payor for the Intervention in accordance with Schedule 1 (Operating Responsibilities), Intermediary pledges, assigns and grants to Payor and Intervention Provider a security interest in, and lien on, all of Intermediary's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising:

the Funding Account maintained by Intermediary with the account number [__]held at Eastern Bank where all upfront funding received from Funding Partners to pay costs of the Project, including reimbursements, will be deposited, and any and all renewals, substitutions, replacements, proceeds, and additions thereto; and

(i) all cash, funds, instruments, and other property from time to time held in or credited to the Funding Account, including all interest earned.

The security interest granted to Payor and Intervention Provider in the Funding Account will be perfected through an account control agreement with Eastern Bank, such account control agreement will have a term that runs until the date that is thirty (30) days following the last day of the Intervention Period (expected to be Month 42) and shall be in a form satisfactory to the Parties.

(b) During the Term of this Agreement, Intermediary shall not:

(i) close, terminate or otherwise withdraw substantially all of the funds held in the Funding Account without providing prior written notice to Payor and Intervention Provider;

(ii) deposit the proceeds from any funding agreement with a Funding Partner in any account other than the Funding Account;

grant a security interest in the Funding Account to any party (other than any security interest Eastern Bank may hold under the Uniform Commercial Code (the "UCC") through control) that is of equal priority with that of Payor and Intervention Provider, provided, however, that Intermediary may grant a security interest subordinate to that of Payor and Intervention Provider to another party if such subordination is established pursuant to a subordination agreement executed by Payor and Intervention Provider (a "Subordination Agreement"); or

incur any debt or obligation to Eastern Bank (other than customary account fees) or allow Eastern Bank to be a Funding Partner unless Eastern Bank has executed a Subordination Agreement.

(c) Intermediary shall provide Payor and Intervention Provider with quarterly statements regarding the Funding Account not more than twenty (20) days following the last day of each calendar quarter as set forth in Section 13.1.

In the event of a material breach of this Agreement, including any Schedule hereto, by Intermediary that remains uncured after the period allowed under Section 9.1(c) for Intermediary to cure such material breach, Payor or Intervention Provider may, without demand of performance or other demand, presentment, protest, advertisement or notice (except as required by Law) to Intermediary, exercise all rights and remedies of a secured party under the UCC, under applicable Law, in equity or otherwise available to Payor or Intervention Provider.

## ARTICLE VII. INTELLECTUAL PROPERTY

Section 7.1 Generally.

All materials produced, either in whole or in part, through funding provided directly by Payor will belong exclusively to Payor.

Section 7.2 Ownership of Payor Intellectual Property.

Payor will at all times retain all rights, ownership and interest in any copyright, trademark or other intellectual property proprietary to Payor, including without limitation, any software, methodologies, tools, specifications, techniques, documentation or data that has been purchased by or licensed to Payor together with any and all additions, enhancements, improvements or other modifications thereto (collectively, the "Payor Intellectual Property"). Nothing herein (whether by estoppel, implication or otherwise) shall be construed to grant to Intermediary any title to any Payor Intellectual Property.

Section 7.3 License of Payor Intellectual Property.

Payor hereby grants to Intermediary, its successors and assigns a royalty-free worldwide license to use any and all Payor Intellectual Property solely for the purposes of the Project and during the Term.

Section 7.4 Ownership of Intermediary Intellectual Property.

Intermediary will at all times retain all rights, ownership and interest in any copyright, trademark, trade secret or other intellectual property proprietary to Intermediary together with any and all additions, enhancements, improvements or other modifications thereto ("Intermediary Intellectual Property") and all Intermediary Work Product. Nothing herein (whether by estoppel, implication or otherwise) shall be construed to grant to Payor any title to any Intermediary Intellectual Property or Intermediary Work Product.

Section 7.5 License of Intermediary Work Product.

Intermediary hereby grants to Payor and Intervention Provider a perpetual, irrevocable, royalty-free worldwide license to use any and all Intermediary Work Product that was created for the Project, solely for the purposes of the Project. Payor and Intervention Provider shall not alter the Intermediary Work Product without the written consent of Intermediary, and Payor and Intervention Provider shall ensure that the Intermediary Work Product retains all Intermediary copyright notices, logos, proprietary legends, trademarks and service marks. Intermediary shall indemnify, defend, and hold harmless Payor and Intervention Provider from and against all claims by a third party alleging that the Intermediary Work Product infringes any intellectual property right of a third party.

## ARTICLE VIII. MODIFICATION

Section 8.1 Generally.

Other than as explicitly stated in this Agreement or any of the Schedules attached hereto, this Agreement or any part of it may only be modified, revised, supplemented, abrogated, extended, waived, or amended in writing agreed to and signed by all Parties, and, if applicable, approved by Treasury. Modifications to this Agreement that are approved with unanimous consent of the Management Committee through the Change Management Procedures outlined in Schedule 4 (Governance and Reporting) shall be deemed to be amendments to this Agreement. In the event of any change in Federal or state Law or regulation which affects a Party's responsibilities, the

Parties mutually agree to enter into good faith negotiations to enter into a written amendment to reflect such changes.

## ARTICLE IX. TERMINATION OF AGREEMENT

Section 9.1 Termination Rights.

Pursuant to the Do No Harm Principle, the Parties are committed to providing the complete Intervention to Project Families once each Project Family has Enrolled in the Project and a meaningful expectation of receipt of services and assistance has been created. Therefore, this Agreement may be terminated on the timeline and in the manner as follows and may not be terminated for any other reason or under any other theory whatsoever:

(a) Material Breach by Payor. By Intermediary, by delivery of written notice to Payor, if Payor is in Material Breach of its obligations under this Agreement, including the Schedules hereto, and such breach is not Cured within sixty (60) days after written notice of such breach is provided by Intermediary to Payor.

(b) Material Breach by Intervention Provider. By Intermediary, by delivery of written notice to Intervention Provider, if Intervention Provider is in Material Breach of its obligations under this Agreement including the Schedules hereto, and such breach is not Cured within sixty (60) days after written notice of such breach is given by Intermediary to Intervention Provider.

(c) Material Breach by Intermediary. By Payor or Intervention Provider, by delivery of written notice to Intermediary, if Intermediary is in Material Breach of its obligations under this Agreement including the Schedules hereto, and such breach is not Cured within sixty (60) days after written notice of such breach is given by Payor or Intervention Provider to Intermediary.

(d) Mutual Consent. Automatically upon the written mutual consent of the Parties, in accordance with the terms of such written mutual consent to termination.

(h) Bankruptcy. By Payor, if the Management Committee does not replace Intermediary within thirty (30) days after the filing of a petition in bankruptcy or insolvency by or against Intermediary or Social Finance, Inc. if such petition is not dismissed or withdrawn within thirty (30) days after such filing.

(e) Force Majeure. By any Party, by written notice to the other Parties, if Force Majeure prevents such Party from performing its material obligations under this Agreement (other than its obligation to pay), in each case for a period in excess of three (3) calendar months.

(f) Inadequate Funds. By Intermediary or Payor, if either reasonably believes, at any point, that the Treasury either cannot or will not continue to make Outcome Payments to Payor in support of the Project.

(g) Financing. By Payor or Intermediary, by written notice to the other Parties, if the Financing Condition has not been met by December 1, 2025, provided that the Management Committee may agree to extend such date or agree to a revised project budget in accordance with the Project Change Request process set forth in Schedule 4 (Governance and Reporting).

(h) Funding Shortfall. By Payor, by written notice to the Intermediary and Intervention Provider, if a Funding Shortfall as described in Section 4.8 occurs and a funding commitment sufficient to Cure the Funding Shortfall is not obtained within sixty (60) days of such written notice.

(i) Enrollment. By Intermediary, by delivery of written notice to Payor and Intervention Provider, if, after Month 15, aggregate Enrollment in the Project does not meet the minimum thresholds required to detect statistical significance necessary for calculating Payment Outcomes per the Award Agreement.

(j) Failure to Fund Hope Center. By Payor, Intervention Provider, or Intermediary, by delivery of written notice to the other Parties, if New Castle County Council fails to appropriate sufficient funds for the Hope Center to fulfill its obligations under this Agreement, including the Schedules hereto.

Section 9.2 Effect of Termination.

The remedies provided in this Section 9.2 are the exclusive and sole remedy of any Party in connection with a termination of this Agreement.

(a) Financing. Upon issuance of a notice of termination by Payor or Intermediary pursuant to Section 9.1(h) (Financing), this Agreement will terminate, and none of the Parties will have any further obligations hereunder.

(i) Intermediary Material Breach; Bankruptcy; Intervention Provider Material Breach; Failure to Fund Hope Center. Upon issuance of a notice of termination by any Party pursuant to Section 9.1(b) (Material Breach by Intervention Provider), Section 9.1(c) (Material Breach by Intermediary), Section 9.1(e) (Bankruptcy), or Section 9.1(k) (Failure to Fund Hope Center), the Management Committee may propose an entity or a list of entities to replace the Intermediary or Intervention Provider (as relevant) as promptly as is practicable, and in any event within 30 calendar days. The proposed replacement(s) will be submitted to the Executive Committee for approval. Upon unanimous approval by the members of the Executive Committee, such entity (the "New Partner") will replace Intermediary or Intervention Provider (as relevant), and this Agreement will continue in full force and effect, and all references to Intermediary or Intervention Provider (as relevant) will be deemed to refer to the New Partner. The exiting partner will promptly assign all of its rights and obligations under this Agreement to the New Partner. Following the assignment and assumption pursuant to this Section 9.2(b), the exiting partner will have no further liability under this Agreement. If, the Executive Committee fails to approve a New Partner as set forth in this Section 9.2(b) within 40 calendar days, the Project will proceed in accordance with the Wind-Up Procedures outlined in Section 9.2(e). No additional Project Families will be Enrolled after notice of termination is given in accordance with Section 9.1.

(b) Material Breach by Payor; Mutual Consent, Force Majeure; Funding Shortfall. Upon issuance of a notice of termination pursuant to Section 9.1(a) (Material Breach by Payor), 8.1(d) (Mutual Consent), Section 9.1(f) (Force Majeure), or Section 9.1(i) (Funding Shortfall), the Project will proceed in accordance with the Wind Up Procedures outlined in Section 9.2(e). No additional Project Families will be Enrolled after notice of termination is given in accordance with Section 9.1.

(c) Inadequate Funding; Enrollment. Upon issuance of a notice of termination pursuant to Section 9.1(g) (Inadequate Funding) or Section 9.1(j) (Enrollment), the Project will proceed in accordance with the Wind-Up Procedures outlined in Section 9.2(f). No additional Project Families will be Enrolled after notice of termination is given in accordance with Section 9.1.

(d) Wind-Up Procedures to Maximize Outcome Payments.

(i) Upon termination subject to this Section 9.2(e), the Management Committee shall determine how to revise the Project, the Project budget and expected Outcome Payments accordingly (the "Revised Project Budget") which will be documented and presented by the Intermediary. The Management Committee shall work in good faith to minimize the costs of the Intervention and reduce spending under this Agreement to the extent reasonable to continue providing the (i) Required Intervention Services and (ii) the Minimum Viable Evaluation. The Revised Project Budget will be presented to the non-defaulting members of the Management Committee for approval and will then be forwarded to the Executive Committee for approval.

1) Payor will remain obligated to make any Outcome Payments in accordance with Schedule 3 (Outcome Payments) or any revised version of such Schedule, provided, however, that Payor will not be required to transfer Outcome Payments to Intermediary upon the filing of a bankruptcy or insolvency proceeding by or against Intermediary or Social Finance, Inc. and may place any Outcome Payments received in escrow pending the appointment of a replacement Intermediary by the Management Committee.

2) Intermediary will remain obligated to reimburse Payor for all Project Expenses incurred by Intervention Provider, provided, however, that Intermediary will not be required to reimburse Payor for Project Expenses incurred by a New Partner that replaces the Intervention Provider under Section 9.2(b) if Project Expenses incurred by the New Partner are not paid by Payor.

(e) Wind-Up Procedures When Funding is Unavailable.

(i) Upon termination subject to this Section 9.2(f), the Management Committee shall determine how to revise the Project, including a Revised Project Budget which will be documented and presented by the Intermediary. The Management Committee shall work in good faith to minimize the costs of the Intervention and reduce spending under this Agreement to the extent reasonable to continue providing the Required Intervention Services for enrolled Project Families. The Revised Project Budget will be presented to the Management Committee for approval and will then be forwarded to the Executive Committee for approval.

3) Payor will remain obligated to make any Outcome Payments in accordance with Schedule 3 (Outcome Payments) or any revised version of such Schedule, *solely* to the extent that it is able to draw Outcome Payments from Treasury.

4) Intermediary will remain obligated to reimburse Payor for all Project Expenses incurred by Intervention Provider *solely* to the extent funds are available from Funding Partners.

## ARTICLE X. SUBCONTRACTORS

Section 10.1 Generally

Except as specified in this Agreement, including the Schedules hereto, Intermediary will not subcontract any of its work or services to any subcontractor without the prior written consent of Payor; *provided that* such consent may not unreasonably be withheld, conditioned or delayed. Any such subcontract shall specify that Intermediary and the subcontractor shall be subject to every provision of this Agreement. Notwithstanding any such subcontractor engagement approved by Payor, Intermediary will remain liable to Payor for all of its work and services required hereunder.

## ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification.

(j) Intermediary Indemnification of Payor and Intervention Provider. Intermediary agrees to defend, indemnify and hold harmless Payor and Intervention Provider, their officials, officers, employees, members, agencies, departments, and agents (collectively the "Payor Indemnified Parties") from and against any and all claims, losses, injury, liabilities, damages, demands, causes of action, suits, judgments, or settlements (collectively, "Losses"), resulting from, arising out of, or in any way connected to activities, omissions and obligations of Intermediary, its officers, employees, affiliates, agents, servants or contractors in connection with this Agreement, other than such Losses that result, directly or indirectly, from any Payor Indemnified Party's gross negligence or willful misconduct. In no event will Intermediary's aggregate liability under or in connection with this Agreement (regardless of the form of action giving rise to the liability, under any theory, whether in contract, tort (including general negligence, but excluding gross negligence or willful misconduct), statutory, warranty, strict liability or otherwise) exceed, in the aggregate the amount of fees actually received by Intermediary for services performed under this Agreement, including the Schedules hereto, provided, however, that the foregoing limitation shall not apply to any Losses that are insured as required under Appendix B to this Agreement.

(k) Payor Indemnification of Intermediary. Payor shall indemnify Intermediary, and each of its respective directors, officers, agents, and employees, from any claim, liability, loss, injury or damage arising out of or in connection with Payor's breach of this Agreement, excluding any loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of Intermediary. In no event will Payor's aggregate liability under or in connection with this Agreement (regardless of the form of action giving rise to the liability, under any theory, whether in contract, tort (including general negligence, but excluding gross negligence or willful misconduct), statutory, warranty, strict liability or otherwise) exceed, in the aggregate the amount of Outcome Payments actually received by Payor from Treasury.

Section 11.2 Survival.

The indemnification obligations under this Article XI shall survive the termination of this Agreement. Any indemnified party agrees to give the indemnifying party prompt written notice of any claim of indemnity under this section; *provided that* an indemnified party's failure to perform any obligations under this Section 11.2 will not relieve the indemnifying party of its obligations hereunder, unless the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. Additionally, the indemnifying party will have the right and sole authority to control the settlement of such claim unless the costs of defense or settlement amount exceed the limit of such indemnifying party's obligation to defend, indemnify or hold harmless the indemnified party, in which case the indemnified party shall control the defense or settlement of such claim.

Section 11.3 Limitations.

In no event shall any Party be liable to any other Party or any other Person for any special, exemplary, indirect, consequential or punitive damages of any kind or nature whatsoever, including lost revenues, profits, savings or business, other than amounts due and payable to Payor for loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including general negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party.

## ARTICLE XII. FORCE MAJEURE

Section 12.1 Delays or Failures to Perform due to Force Majeure.

No Party will be liable or deemed to be in default for any delay or failure or omission to carry out, perform, or observe any of the terms or conditions of this Agreement to the extent such failure or omission is directly due to Force Majeure.

Section 12.2 Reasonable Efforts.

Notwithstanding the foregoing, each Party will use all reasonable efforts to continue to perform its obligations under this Agreement for the duration of such Force Majeure.

Section 12.3 Notification of Force Majeure.

If any Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in this Article XII it will immediately notify the other Party by the most expeditious method then available and will inform the other Party of the period for which it is estimated that such failure or delay will continue.

## ARTICLE XIII. MISCELLANEOUS

Section 13.1 Notices.

All notices and other communications among the Parties will be in writing and will be deemed to have been duly given (a) when delivered in person, (b) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested, (c) when delivered by FedEx or other nationally recognized overnight delivery service, or (d) when delivered by fax or email, addressed as follows:

In the case of Payor and Intervention Provider to:

New Castle County
Department of Community Services77 Reads Way
New Castle, DE 19720Attention: Carrie Casey
Email: carrie.casey@newcastlede.gov

-and-

New Castle County Office of Law
87 Reads Way
New Castle, DE 19720
Attention: Iran Garcia-Domenech
Email: iran.garcia-domenech@newcastlede.gov

In the case of Intermediary to:

c/o Social Finance, Inc.,
2 Atlantic Ave., 5th Floor,
Boston, MA 02110;
ATTN: legal@socialfinance.org

or to such other address or addresses as the Parties may from time to time designate in writing.

Section 13.2 Captions.

The captions contained in this Agreement are intended for convenience and reference purposes only and do not modify or restrict any provision herein.

Section 13.3 Remedies Cumulative.

Except as otherwise expressly provided by this Agreement, all remedies available to Intermediary, Payor or Intervention Provider for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not exclude the exercise of any other remedy. The Parties understand and agree that all rights and remedies described herein are in addition to all remedies or actions otherwise authorized or permitted by Law. Notwithstanding any other provision of this Agreement, no Party will be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise by the other Party.

Section 13.4 Entire Agreement.

This Agreement (including the Schedules, Exhibits and Appendices, which are incorporated by reference) constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, that is not contained herein will be binding or valid, and this Agreement may not be changed, modified, or altered in any manner except by an instrument in writing executed by all Parties. Except as provided in Section 5.4 and Section 9.2, neither this Agreement nor any interest herein may be transferred by the Parties and such transfer will be null and void. To the extent there are any conflicts or inconsistencies between this Agreement and any Schedule, Appendix or Exhibit, the provisions of this Agreement shall govern and control. To the extent there are any conflicts or inconsistencies between this Agreement, including any Schedule, Appendix or Exhibit, and the Award Agreement, the provisions of the Award Agreement shall govern and control. Except for the representations and warranties contained in Section 3.2 and Section 3.3, Payor and Intervention Provider, respectively, have not made and do not make any other express or implied representation regarding any matter related to this Agreement, and Intermediary disavows any reliance upon any representation made by Payor or Intervention Provider not contained in this Agreement and waives any claim, cause of action or right arising from or related to any representation made by Payor or Intervention Provider not contained in this Agreement.

Section 13.5 Non-Waiver.

The failure of either Party to exercise any right or to require strict performance of any provision will not waive or diminish such Party's right thereafter to exercise such right or to require strict performance of any provision nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No waiver of any of the provisions of this Agreement will be binding unless executed in writing by the Party making the waiver.

Section 13.6 Severability.

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the Laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement. The Parties shall enter into good faith negotiations regarding amending this Agreement, may agree in writing to waive such provisions or may terminate this Agreement as set forth in Article IX.

Section 13.7 Survival of Covenants, Representations and Warranties.

Other than Section 4.4 (Confidential Information), Section 4.7 (Books and Records; Audit Rights), Article V (Payment Outcomes and Outcome Payments), Article VIII (Modification), Section 9.2 (Effect of Termination), Section 10.1 (Subcontractors), Article XI (Indemnification), and Article XIII (Miscellaneous), no covenant, representation or warranty of the Parties herein will survive the termination or expiration of this Agreement.

Section 13.8 Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Any claim or cause of action, including but not limited to any claim sounding in tort, arising from or related to this Agreement shall be governed and determined according the laws of the State of Delaware. The Parties consent to the jurisdiction of the state and federal courts located in the State of Delaware to adjudicate all matters arising under or related to this Agreement.

Section 13.9 Costs.

Each Party will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the performance by it hereunder.

Section 13.10 Counterparts.

This Agreement may be executed in counterparts, each of which when executed and delivered will constitute an original but all counterparts together will constitute one and the same instrument.

Section 13.11 Assignment.

No Party may assign its respective rights or obligations under this Agreement without the prior written consent of the other Parties, which shall not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the Parties and their successors and assigns.

Section 13.12 Independent Contractor.

Nothing contained in this Agreement, and no action by any Party, shall be deemed to: (i) create between them an employer-employee or principal-agent relationship or partnership, joint venture, association, or syndicate; or (ii) confer on any party any right, power or authority to enter into any agreement or commitment, whether express or implied, or to incur any obligation or liability on behalf of the other party. No Party shall hold itself out as the agent of another other Party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and another Party.

Section 13.13 Further Assurances.

The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with this Agreement or any of the Project documents and that do not involve the vesting of rights or the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and carry out the intent thereof.

Section 13.14  Time of the Essence.

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; *provided, that*, this provision shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

Section 13.15  Construction.

Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (d) when a reference is made in this Agreement to an Article, Section, Schedule, Exhibit or Appendix, such reference is to an Article or Section of, or a Schedule, Exhibit or Appendix to, this Agreement, (e) the word "including," "include" or "includes" means "including, without limitation," (f) the words "Person" or "Persons" refers to a natural person and/or an entity of any type, and (g) the word "or" will be disjunctive but not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase will not mean simply "if." References to agreements and other documents will be deemed to include all subsequent amendments and other modifications thereto. References to statutes will include all regulations promulgated thereunder, and references to statutes or regulations will be construed to include all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction will be applied against any Party. Whenever this Agreement refers to a number of days, such number will refer to calendar days unless otherwise specified. All accounting terms used herein and not expressly defined herein will have the meanings given to them under United States generally accepted accounting principles.

Section 13.16  Electronic Signatures and Electronic Records.

Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement, may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation.

[*Signature Page to follow*]

By execution of this Agreement, the Parties agree to the terms and conditions of this Agreement.

**NEW CASTLE COUNTY DELAWARE**, as Payor

By: ______________________________________
Name:
Title:

**NEW CASTLE COUNTY DELAWARE**, as Intervention Provider

By: ______________________________________
Name:
Title:

**DELAWARE FAMILY HOPE LLC**, as Intermediary

By: ______________________________________
Name:
Title:

## APPENDIX A – INDEX OF DEFINED TERMS

Capitalized terms used in the Agreement have the meaning set forth below or in the attached Schedules.

"Administrative Data" has the meaning set forth in Schedule 2 (Project Evaluation).

"Administrative Data Collection Period" has the meaning set forth in Schedule 2 (Project Evaluation).

"Agreement" has the meaning given to such term in the preamble of the Agreement.

"Assessment Form" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Average Treatment Effect or ATE" has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

"Avoidance of Shelter Stays Outcome" has the meaning set forth in Schedule 2 (Project Evaluation).

"Avoidance of Shelter Stays Outcome Payment" has the meaning set forth in Schedule 2 (Project Evaluation).

"Award Agreement" has the meaning given to such term in the recitals of the Agreement.

"Business Day" means a day on which the offices of Payor are open for business, and excludes Saturday, Sunday and any legal holiday on which Payor's offices are closed.

"Case Management" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Case Management Vendor" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Charity Tracker" has the meaning set forth in Schedule 2 (Project Evaluation).

"CMIS" has the meaning set forth in Schedule 2 (Project Evaluation).

"CMIS Data" has the meaning set forth in Schedule 2 (Project Evaluation).

"Cohort" "Cohort 1" and "Cohort 2" have the meaning set forth in Schedule 1 (Operating Responsibilities).

"Confidential Information" has the meaning given such term in Section 4.4 of the Agreement.

"Control Group" has the meaning set forth in Schedule 2 (Project Evaluation).

"Control Group Families" has the meaning set forth in Schedule 2 (Project Evaluation).

"Cure" means, with respect to a particular set of facts and circumstances constituting a Material Breach, the breaching Party has (i) taken actions such that there is no longer a Material Breach or taken all steps reasonably necessary that there is no continuing Material Breach, including by implementing appropriate procedures or controls, or (ii) in the case of a breach of Section 4.4, the breaching Party has taken prompt and satisfactory corrective action to remedy a breach of data confidentiality and restore security so as to prevent further breaches.

"Department Finance Officer" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Disclosing Party" has the meaning set forth in Section 4.4 of the Agreement.

"Do No Harm Principle" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Early Programmatic Data Collection Period" has the meaning set forth in Schedule 2 (Project Evaluation).

"Early Exit Survey" has the meaning set forth in Schedule 2 (Project Evaluation).

"Effective Date" has the meaning set forth in the preamble of the Agreement.

"Eligible Family" means any family which satisfies the eligibility criteria as described in Schedule 1 (Operating Responsibilities).

"Enrolled" means the status of a Project Family who has completed Enrollment and has not Exited the Project as detailed in Schedule 1 (Operating Responsibilities).

"Enrollment" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Evaluation Measurement Periods" has the meaning set forth in Schedule 2 (Project Evaluation).

"Evaluator" has the meaning given to such term in the recitals of the Agreement.

"Evaluator Report" has the meaning set forth in Schedule 2 (Project Evaluation).

"Evaluator Agreement" has the meaning given to such term in the recitals of the Agreement.

"Executive Committee" has the meaning set forth in Schedule 4 (Governance and Reporting).

"Executive Committee Members" has the meaning set forth in Schedule 4 (Governance and Reporting).

"Exit" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Exit Criteria" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Exit From Evaluation" has the meaning set forth in Schedule 2 (Project Evaluation).

"Extended Shelter Stay" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Financial Counseling" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Financial Counseling Vendor" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Financial Institution" means any financial institution insured by the Federal Deposit Insurance Corporation or Securities Investor Protection Corporation at which Intermediary holds a Funding Account.

"Financing" has the meaning given to such term in the recitals of the Agreement.

"Financing Condition" means, in the sole discretion of the Intermediary, the execution of funding agreements with Funding Partners in aggregate sufficient to launch the Project with sufficient upfront funding to enable at least one year of Project service delivery.

"Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; lightning, violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; acts of God or any other disaster natural or man-made, fluctuations in market forces (including labor markets) and union strikes, and political developments which prevent any access to data or Payor funding, or similar cause beyond the reasonable control of the Party affected thereby.

"Funding Account" means an account maintained by Intermediary at a Financial Institution that is insured by the Federal Deposition Insurance Corporation or the Securities Investment Protection Corporation into which the proceeds from Funding Partners are deposited.

"Funding Dates" has the meaning given such term in Section 4.8 of the Agreement.

"Funding Partners" means the individuals and entities that have provided or are possible sources of funding to Intermediary for the Project, and which, if such funding is provided and is not in the form of a grant under which no return is expected, will be entitled to receive their respective portions of the Outcome Payment pursuant to their agreements with and rights with respect to Intermediary.

"Funding Shortfall" has the meaning given such term in Section 4.8 of the Agreement.

"Governmental Authority" means any (i) federal, state, local or municipal governmental authority, quasi-governmental authority of any nature or any political subdivision thereof (including any taxing authority, agency, branch, board, commission, bureau, official, or entity and any court, arbitral body or other tribunal); or (ii) body entitles to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority.

"Head of Household" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Hope Center" has the meaning given to such term in the preamble of the Agreement.

"Hope Center Case Coordinator" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Hope Center Participants" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Housing Subsidy Program" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"HUD" has the meaning set forth in Schedule 2 (Project Evaluation).

"Intermediary" has the meaning given to such term in the preamble of the Agreement.

"Intermediary Work Product" means any Work Product that is conceived, developed or reduced to practice, alone or jointly with others, by or on behalf of Intermediary, whether or not any such items are eligible for patent, copyright, trade secret or other legal protection.

"Intervention Period" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Intervention Provider" has the meaning set forth in the preamble to this Agreement.

"Intervention" has the meaning set forth in the preamble to this Agreement and more fully described in Schedule 1 (Operating Responsibilities).

"Law(s)" means any written law, statute, constitutional provision, treaty, code, ordinance, rule or regulation or other similar requirement of any Governmental Authority and any directive, policy or binding guideline of the applicable state or federal Governmental Authority.

"Management Committee" has the meaning given such term in Schedule 4 (Governance and Reporting).

"Managing Director" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Master Administrative Data File" has the meaning set forth in Schedule 2 (Project Evaluation).

"Material Breach" means a breach of this Agreement by a Party that would reasonably be expected to materially adversely impact any of the Payment Outcomes or the amount or timing of any Outcome Payments or result in Treasury denying any payment under or terminating the Award Agreement or that would excuse the performance of any non-breaching Party under applicable Law.

"Measurement Period" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Minimum Viable Evaluation" means the minimum viable Evaluation Plan and Schedule 2 (Evaluation) that fulfills the requirements of the Award Agreement and enables Payor to request Outcome Payments from Treasury.
"Month" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Outcome Payment Calculation Date" has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

"Outcome Payment(s)" means (a) Permanent Housing Retention Outcome Payment and (b) Avoidance of Shelter Stays Outcome Payment.

"Outcome Payment Invoice" has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

"Parties" or "Party" have the meaning given to such terms in the preamble of the Agreement.

"Payor" has the meaning given to such term in the preamble of the Agreement.

"Payment Outcomes" means (a) Permanent Housing Retention Outcome and (b) Avoidance of Shelter Stays Outcome.

"Permanent Housing Retention Outcome" has the meaning set forth in Schedule 2 (Project Evaluation).

"Permanent Housing Retention Outcome Payment" has the meaning set forth in Schedule 2 (Project Evaluation).

"Person" or "Persons" have meaning given to such terms in Section 13.15 of the Agreement.

"PII" refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes any data that relates to an identified or identifiable individual or household. This includes socio-demographic (e.g. date of birth, name, most recently associated physical address, and social security number) financial, and programmatic outcome data.

"Program Report" has the meaning set forth in Schedule 4 (Governance and Reporting).

"Programmatic Data" has the meaning set forth in Schedule 2 (Project Evaluation).

"Programmatic Data Collection Period" has the meaning set forth in Schedule 2 (Project Evaluation).

"Programmatic Data File" has the meaning set forth in Schedule 2 (Project Evaluation).

"Project" has the meaning given to such term in the recitals of the Agreement.

"Project Case Manager" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Project Change Request" has the meaning set forth in Schedule 4 (Governance and Reporting).

"Project Expenses" has the meaning set forth in Exhibit A to Schedule 1 (Operating Responsibilities).

"Project Family" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Prorated Avoidance of Shelter Stays Outcome" has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

"Prorated Outcome Payment" has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

"Prorated Permanent Housing Retention Outcome" has the meaning set forth in Schedule 3 (Calculation of Outcome Payments).

"Receiving Party" has the meaning set forth in Section 4.4 of the Agreement.

"Rental Assistance Payments" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Rental Assistance Period" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Request" has the meaning given to such term in Section 4.4 of the Agreement.

"Required Intervention Services" means minimum intervention services that must be made available to Project Families once Enrolled whether or not such Project Family utilizes those services and include at a minimum: (A) ninety (90) days stay at the Hope Center with access to Case Management and Financial Counseling; (B) twenty-four (24) months of Direct Rental Assistance at the rate defined according to Section VII.D of Schedule 1 (Operating Responsibilities); (C) twenty-four (24) months of Case Management; and (D) twenty-four (24) months of Financial Counseling.

"Results Act" has the meaning given to such term in the recitals of the Agreement.

"Service Commencement Date" has the meaning given to such term in Section 2.2 of the Agreement.

"Term" has the meaning given to such term in Section 2.2 of the Agreement.

"Treasury" has the meaning given to such term in the recitals of the Agreement.

"UCC" has the meaning set forth in Section 6.1(c)(iii).

"Vendors" has the meaning set forth in Schedule 1 (Operating Responsibilities).

"Work Product" means any designs, ideas, models, websites, software, codes, hardware, firmware, methodologies, tools, specifications, techniques, documentation data, or mobile applications or other creations; data requests; financial, operating, data and evaluation models; slide decks, written memoranda and other materials, investor lists, financing documents and other written materials related to raising capital for the Project; and evaluation, progress and investor reports produced once the Project is launched, provided, that Work Product shall not include Payor Intellectual Property.

## APPENDIX B – INSURANCE COVERAGES

(a) Intermediary shall purchase and maintain the following insurance coverages solely at their expense for the term of the Agreement:

(i) Commercial general liability insurance which should include, but not limited to, coverage for liability for injury to persons, including death, and personal property, on an occurrence form with limits no less than $1,000,000 each occurrence and $3,000,000 annual aggregate. Limits may be satisfied with a combination of primary, excess, and/or umbrella policies of insurance, provided that all such policies comply with all provisions of this Agreement. The General Liability policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by Intermediary, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertiser's Liability, and (e) products and completed operations;

(ii) Auto liability covering for all owned, non-owned and hired vehicles with limits no less than $1,000,000 combined single limit for bodily injury and property damage;

(iii) Employer's liability insurance with limits no less than $1,000,000;

(iv) Worker's Compensation insurance meeting statutory limits required by the laws of the state of Delaware, and under any other applicable state laws covering all persons employed or retained by them; and

(v) Professional liability insurance with limit of liability in amounts not less than $1,000,000 per occurrence and $3,000,000 annual aggregate insuring Intermediary and its officers, directors, stockholders, members, employees, consultants and partners, and all other persons for whose acts they or any of them may be liable, against any and all liabilities arising out of, or in connection, the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of its professional responsibilities in connection with this Agreement. If said insurance is written on a claims made form, and if there is a retro date, then the date must be prior to the inception date of this Agreement; and that same retro date must be maintained unchanged during the term of the Agreement, and for at least three (3) years thereafter.

(vi) Network Security/Privacy (Cyber) and Technology Errors and Omissions (Tech E&O) coverage at a minimum of $3,000,000 limit per occurrence. Tech E&O insurance should cover for liabilities and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products; this coverage should also cover punitive damages, violation of software copyright, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. The cyber policy shall include coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for PM AM for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

(b) Duration of Insurance. The insurance policies required by this Agreement shall be kept in full force and effect as follows:

(i) All insurance required under (a)(i), (a)(ii), (a)(iii), a(iv) and (a)(vi) shall be kept in full force and effect during the term of this Agreement; and

(ii) Professional Liability pursuant to (a)(vi) hereof shall be kept in force during the term of this Agreement and for three (3) year after the Agreement expires.

(c) Additional Insureds. All insurance required under this contract except workers' compensation and professional liability shall be provided on a policy(s) that specifically names Payor and Intervention Provider and their officials and employees as additional insureds.

(d) Certificate of Insurance. Intermediary shall provide Payor and Intervention Provider with current certificates of insurance within five (5) business days of each renewal or change in policy throughout the term of this Agreement. At the request of Payor or Intervention Provider, Intermediary shall deliver the actual insurance policies to Payor or Intervention Provider within ten (10) business days.

(e) Subrogation. All insurance required under this Agreement shall be provided on a policy that includes an endorsement that specifically waives any subrogation rights the insurer would otherwise have against Payor and Intervention Provider and their officials and employees.

(f) Changes to Coverage. Each policy shall be endorsed to require the insurer to give Payor and Intervention Provider at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

(g) Carrier Rating. Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook. Any change in this rating or outlook must be relayed to Payor and Intervention Provider by Intermediary or its insurance carrier as soon as possible upon learning of same, and Intermediary shall use due diligence with its insurance broker or carrier to keep track of same.

(h) Primary Insurance. All insurance required under this contract except workers' compensation and professional liability shall expressly provide that such insurance shall be primary insurance, and any similar insurance in the name of Intermediary shall be excess and non-contributing.

(i) Deductibles. If any policy has a deductible or retention, Intermediary is solely responsible for the deductible or retention and it will not make a claim against Payor or Intermediary for any reimbursement, regardless of the cause of loss. Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.

(j) Notice. Intermediary shall notify Payor and Intervention Provider immediately, in writing, of any claim, demand or action arising out of an occurrence covered hereunder of which Intermediary has knowledge.

**SCHEDULE 1**
**OPERATING RESPONSIBILITIES**

Set forth below is an overview of the implementation of the Intervention. Any future adjustments to Intervention components or treatment activities may be approved by the Management Committee pursuant to the Change Management Procedures set forth in Schedule 4. Payment procedures for associated costs of the Intervention are outlined in Exhibit A hereto.

## I. Overview of Intervention

The Project is a collaborative effort to end family homelessness in New Castle County, Delaware and develop an innovative, replicable approach to solving family homelessness statewide. Building on existing programs, the Project aims to support the holistic wellbeing of Delaware families who meet certain criteria by empowering them to move into stable housing and achieve long-term self-sufficiency. As a threshold matter, a key value of the Project is that Project Families, at a minimum, are not made worse off as a result of their participation in the Project (the "Do No Harm Principle"). The Intervention will also uphold the following principles to the extent possible:

- Indivisibility: The Intervention components are not offered individually.
- Complementarity: The Intervention should not supplant other services.
- Flexibility: Rental Assistance Payments are flexible and can be used to meet Project Families' needs beyond rent.
- Choice: Eligible Families opt into the Project and can opt out of the Project at any time. If eligible for multiple housing subsidy types, Eligible Families can choose which housing subsidies they receive.

The Project aims to serve up to one hundred and twenty (120) Project Families.

## II. Components of the Intervention

The Intervention is comprised of the following components:

A. **Extended Shelter Stay**: Project Families will receive up to ninety (90) days (as opposed to the twenty-four (24) days of stay offered to other families) of emergency shelter at the Hope Center (the "Extended Shelter Stay"), where they will have a safe place to stay and access to health and other critical resources while they are looking for permanent housing.
B. **Case Management:** Project Case Managers (as defined below) will provide case management services ("Case Management") in the form of support and resources to Project Families (as more particularly described in Section VII.B below), in order to aid them in transitioning out of homelessness. Project Case Managers will also work with the Evaluator to ensure that required outcome and

administrative data is collected from each Project Family. Case Management will be provided throughout the Extended Shelter Stay and for up to two (2) years following a Project Family's departure from the Hope Center.

C. **Financial Counseling:** Financial counselors will provide optional financial counseling services ("Financial Counseling") in the form of financial education and coaching services to Project Families to help them achieve and maintain financial stability. Financial Counseling will be offered throughout the Extended Shelter Stay and for up to two (2) years following a Project Family's departure from the Hope Center.
D. **Rental Assistance Payments:** Project Families will receive up to twenty-four (24) months of rental assistance (the "Rental Assistance Period") in the form of direct cash payments ("Rental Assistance Payments"), to cover a portion of the cost of housing. This allows Project Families to participate in the private rental market with greater flexibility than traditional vouchers, and address essential needs beyond rent, like nutrition, school supplies, childcare, and utilities.

**III. Geography/Regions**

The Extended Shelter Stay will be offered at the Hope Center in New Castle County, Delaware to Project Families referred to the Hope Center. After departing from the Hope Center, Project Families will be required to reside in the state of Delaware in order to remain eligible to receive the Intervention.

**IV. Intervention Period; Measurement Period; Cohorts; Enrollment Period**

For the purposes of the Agreement, when capitalized, the term "Month" followed by a number shall mean the month of the Project measured by the number of calendar months following the Service Commencement Date, wherein Month 1 will be the first full calendar month immediately following the Service Commencement Date.

E. **Intervention Period:** The Intervention will be delivered over a forty-two (42) month period from Month 1 through Month 42 (as may be extended, the "Intervention Period").
A. **Measurement Period:** The Evaluator will engage with Project Families to collect data used to determine Outcomes over a period of seventy-nine (79) months from Month 1 through Month 79 (the "Measurement Period").
B. **Performance Period:** The full term of the Project is expected to last eighty-five (85) months, starting at the Service Commencement Date and ending at the conclusion of Month 85.
C. **Cohorts:** The Project will enroll a maximum of one hundred and twenty (120) Eligible Families into two cohorts (each, a "Cohort") based on the timing of their Enrollment (as defined below). The first Cohort will include up to sixty (60) Project Families Enrolled starting on the Service Commencement Date through the end of Month 3 ("Cohort 1"). The second Cohort ("Cohort 2") will include

Project Families Enrolled starting in Month 13 through the end of Month 15, and will include up to (i) sixty (60) Project Families, plus (ii) the difference between sixty (60) and the number of Project Families Enrolled in Cohort 1, plus (iii) a number equal to the number of Project Families in Cohort 1 that Exit the Project by the end of Month 12.

## V. Project Enrollment Process

### A. Arrival at the Hope Center

The Project will serve a subset of Eligible Families who reside at the Hope Center ("Hope Center Participants"). The process for becoming a Hope Center Participant is as follows:

(1) Families are referred to the Hope Center by certain referral partners including but not limited to: the Delaware State Service Centers; Department of Services for Children, Youth, and Their Families; Division of Substance Abuse & Mental Health; and the New Castle County Vocational Technical School District.

(2) Upon arrival, families complete intake paperwork, consisting of a Hope Center Agreement, a Hope Center Client Assessment (detailing prior living situation, education, criminal history, and income), and other Hope Center forms including Record of Intake Hope Center, Record of Intake Charity Tracker, and Record of Intake CMIS and CMIS Questions. Once intake paperwork has been completed and signed by the Head of Household, all members of the family are considered Hope Center Participants and receive a room assignment the same day.

Intake at the Hope Center is handled on a first-come, first-serve basis.

### B. Eligibility Determination

A family will be eligible to participate in the Project (such family, an "Eligible Family") if they meet all of the eligibility criteria listed in Table 1 below.

All information necessary to determine eligibility based on the criteria (1)–(4) in Table 1 below will be collected by the Hope Center's Case Management Coordinator ("Hope Center Case Coordinator") as a part of the Hope Center Client Assessment Form (the "Assessment Form").

***Table 1. Eligibility Criteria***

| Criteria | Source of Information |
|---|---|
| (1) Arrived within the previous twenty-four (24) days.[1] | Assessment Form |

[1] This includes families residing on the Hope Center's ChristianaCare-funded floor.

| | |
|---|---|
| (2) As of date of Enrollment, the family unit presenting at the Hope Center includes at least one adult, aged 19 or older, **and** either (a) one or more children, aged 15 or younger; or (b) a member of the household is pregnant. | Assessment Form |
| (3) Household income is less than 50% of the Area Median Income (AMI) in New Castle County (as calculated by HUD). | Assessment Form and HUD threshold for Area Median Income by household size |
| (4) No adults in the household are already receiving rental support through a "Housing Subsidy Program," defined as Section 8 voucher, the Delaware State Rental Assistance Program ("SRAP"), the Family Unification Program ("FUP"), the Housing Programs for Persons Living with HIV/AIDS ("HOPWA"), or Veteran's Affairs Supportive Housing (VASH) voucher.[2] | Assessment Form |
| (5) The household does not have intensive needs that would make the family eligible for permanent supportive housing or other long-term care services **or** the household does have intensive needs that would make the family eligible for permanent supportive housing or other long-term care services, but there is no immediate availability for these services. | Observations from Project Case Managers in consultation with Hope Center staff; Permanent Supportive Housing policies and waiting lists in New Castle County |

**C. Enrollment**

(1) Once per week, the Hope Center Case Coordinator will review Assessment Forms to identify a list of likely Eligible Families, and share the list and each family's Assessment Form responses via Charity Tracker with the Case Management Vendor (as defined below).

[2] It is possible that some families may be eligible to receive rental subsidies, housing vouchers, or other forms of public housing when they first arrive at the Hope Center, or after enrolling as a Project Family. With the support of Project Case Managers and Financial Counseling, Project Families will be counseled to enroll in the benefits programs that best meet their unique needs as determined by the Head of Household, even if that means they cannot participate in the Project.

(2) The same day the Hope Center Case Coordinator shares the list of likely Eligible Families, the Hope Center Coordinator will notify each such family that they may be eligible to participate in the Project and that someone with the Case Management Vendor will contact the identified Head of Household.
   a. "Head of Household" means the member of the Eligible Family who is the head of the household for purposes of determining income eligibility and receiving Rental Assistance Payments. Such person will be responsible for ensuring that the family fulfills all its responsibilities under the Project, alone or in conjunction with co-head(s) or spouse(s). The family may designate as the Head of Household any member of the family who has the legal capacity to enter into a lease under state and local law.

(3) Within five (5) Business Days of receiving the list of likely Eligible Families, the Case Management Vendor will meet with the Head of Household and validate eligibility based on the Eligibility Criteria listed in Table 1 above. For each Eligible Family, the Case Management Vendor will:
   a. Share benefits, requirements, and tradeoffs of Project participation, including the required continued engagement with a Project Case Manager for two (2) years post departure from the Hope Center, the required completion of a survey conducted at least once annually for five (5) years, and the required continued residence within the state of Delaware.
   b. Support the Head of Household in understanding what is required to secure housing in the private rental market and the implications of Project participation on eligibility for other benefits programs.
   c. Provide the Head of Household with the necessary intake paperwork for the Project.

(4) After meeting with the Case Management Vendor, Eligible Families will be given up to five (5) Business Days to opt into the Project, and submit required opt-in paperwork. In order to give Eligible Families sufficient time to make an informed decision and/or ensure paperwork is completed properly, the deadline to opt in may be extended to no more than fifteen (15) days after the meeting with the Case Management Vendor, at the discretion of the Case Management Vendor with approval from the managing director of the Hope Center (the "Managing Director"). Extensions will be documented in the Eligible Family's Charity Tracker record.

(5) The date completed opt-in paperwork is submitted to the Case Management Vendor shall be the date of such Eligible Family's enrollment in the Project ("Enrollment") for such Eligible Family at which point they will be a "Project Family."

## VI. Family Exit from the Project

When a Project Family "Exits" the Project, they cease to be Project Families and are no longer eligible to receive the Intervention.

**A. Exit Criteria.** If any of the following exit criteria (the "Exit Criteria") are met, a Project Family will be required to Exit the Project:

(1) During a Project Family's Extended Shelter Stay:
   a. A member of a Project Family commits two major violations, four minor violations, or a combination of at least one major and one minor violation of the Hope Center Participant Agreement, as determined by the Hope Center.
   b. A member of a Project Family threatens another individual at the Hope Center verbally or physically, conducts illegal activity, or brings an unauthorized guest onto or into Hope Center property, as determined by the Hope Center.

(2) During a Project Family's Extended Shelter Stay or Rental Assistance Period:
   a. The Project Family does not attend any meetings with their Project Case Manager for more than forty-five (45) days.
   b. The Project Family moves out of Delaware as a permanent change of address.
   c. The Head of Household stops living with all other members of the Project Family for any reason, including, but not limited to, death or incarceration.
      i. Exception: In these cases, at the discretion of Hope Center, a remaining Project Family member may become the new Head of Household of such Project Family. Hope Center will rely on the "Administrative Plan" for the Housing Choice Voucher Program, a federally funded, rental assistance program administered by New Castle County, to determine which remaining members of a Project Family could qualify as a Head of Household.
   d. The Project Family reports, and the New Castle County Housing Authority verifies, that they have begun receiving rental assistance through a Housing Subsidy Program and successfully secured housing with that assistance.

(3) At any point during the Project:
   a. A Project Family wishes to Exit the Project voluntarily.
   b. The Project Family permanently loses custody of a child and no longer meets the criteria of an Eligible Family (children aging out of initial eligibility would not result in Exit from the Project.)
      i. In accordance with the "Administrative Plan" for the Housing Choice Voucher Program, if a child has been placed in foster care, Hope Center will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a member of the Family and the Family will remain a Project Family.

As an ongoing part of Case Management, at least once per month, Project Case Managers will verify whether any Exit Criteria have been triggered by reviewing available records tracked as part of the Project and obtaining verbal confirmation from Project Families that they have not met any of the Exit Criteria. If a Project Family meets any Exit Criteria, the Project Case Manager shall document the criteria met in Charity Tracker and document that the Project Family has Exited the Project in CMIS or that an exception has been made in accordance with this Schedule.

## VII. Project Services and Responsibilities

### A. Extended Shelter Stay

A family's shelter stay begins upon their arrival at the Hope Center, even before they formally become a Hope Center Participant or a Project Family. Days sheltered prior to becoming a Project Family count toward the Extended Shelter Stay.

During the Extended Shelter Stay, Project Families will be able to access on-site wraparound services to help address factors that contribute to homelessness and prevent progress towards stability. Onsite wraparound services shall include primary medical care, mental health and substance abuse counseling and referrals, food support, connection to state benefits, workforce development support, transportation, and pet care. ChristianaCare Health System maintains an on-site comprehensive medical office which delivers quality primary care and specialty care specifically to individuals residing at the Hope Center. Project Case Managers will help Project Families navigate and access these services.

At the end of their Extended Shelter Stay, if a Project Family has not yet secured permanent housing, the Hope Center will attempt to gain them admission to another shelter. In its discretion, the Hope Center may allow a Project Family to remain at the Hope Center.

### B. Case Management

Payor will contract with a case management vendor (the "Case Management Vendor") to hire and oversee Project Case Managers. Payor, in collaboration with Intervention Provider, will ensure that the Case Management Vendor will supervise all Project Case Managers (as defined below), ensuring they are properly trained and carrying out the Project Case Manager responsibilities outlined below. Intervention Provider will ensure staff at the Hope Center support Project Case Managers' onboarding and serve as a resource to meet Project Case Managers' individual needs.

**Commented [NB1]:** This seems inconsistent with Section 4.3(a) of the Partnership Agreement, which delegates this responsibility to the Intervention Provider.

Via the Case Management Vendor, Payor and Intervention Provider will collaborate to ensure that Project Case Managers work collaboratively with fellow Project Case Managers and other staff at the Hope Center, and materially comply with the responsibilities below as part of Case Management:

(1) Within five (5) Business Days of becoming a Project Family, the Project Family's Head of Household will be assigned to and meet with a dedicated case manager that works exclusively with Project Families ("Project Case Manager").
(2) Ensure that the Family's Charity Tracker and CMIS record is updated to reflect their referral to and stay at the Hope Center, and their participation in the Project.
(3) Collect from the Project Family's Head of Household their preference for Rental Assistance Payments and execution of departure forms as set forth in Section VII.D below.
(4) Conduct regular meetings with each Project Family's Head of Household, including, but not limited to, the following:
    a. During the Extended Shelter Stay, meet with Project Families at the Hope Center at least twice per month.
    b. During the Rental Assistance Period, meet with Project Families twice per month for the first six (6) months and once per month for the remaining eighteen (18) months.
        i. Meetings with Project Families may be conducted in-person or virtually, provided that at least one meeting per month occurs in person.
(5) Counsel Project Families and coordinate resources, including:
    a. Facilitate Project Families' access to community resources and onsite services at the Hope Center, which may include preventative healthcare, financial coaching, employment and training, after school academic enrichment programs, behavioral health and substance use support, and transportation.
    b. Enhance coordination with Hope Center partners, outside agencies, landlords and other housing providers to help Project Families achieve the goals in their service plan. This may include providing information and referrals to external providers.
    c. Counsel Project Families on strategies to increase income through training and employment.
(6) Develop an individualized housing and service plan with each assigned Project Family to identify and reduce barriers to being rehoused (e.g., credit history, arrears, and legal issues); access appropriate resources after moving out of the Hope Center; and achieve personal goals related to housing, health, and economic mobility.
(7) Monitor Project Families' progress toward service plan goals and resolve housing-related crises should they occur.
(8) Assist Project Families to obtain additional public benefits to which they may be entitled (e.g., vouchers, cash assistance, and other subsidies to support families' housing security, income, healthcare, food security, and employment).
(9) Assist Project Families in navigating their search for housing, which may include assisting Project Families to apply for site-based affordable housing waitlists, negotiating manageable and appropriate lease agreements with landlords, and

selecting among permanent housing options based on unique circumstances, needs, and preferences.

(10) Support the Head of Household in submitting paperwork needed to pursue relevant benefits and/or benefits waivers for programs in a timely fashion.

(11) Counsel Project Families on any risks in receiving Rental Assistance Payments, such as risks to eligibility for public benefits.

(12) Where appropriate, provide ongoing risk assessment and safety planning with survivors of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

(13) Ensure administration of data gathering and reporting, including:

a. Collecting and updating Administrative Data as described in Schedule 2 (Project Evaluation).
b. Collecting and updating Programmatic Data as described in Schedule 2 (Project Evaluation).
c. Sharing de-identified enrollment information (e.g., household size) with the Evaluator at the end of each calendar month during the Project.
d. Conducting surveys of Project Families' experiences with the Project over the phone or in person as required in Schedule 2 (Project Evaluation).

**C. Financial Counseling**

Within ten (10) Business Days of becoming a Project Family, the Managing Director will assign the Project Family to a Financial Counselor, who will reach out to schedule a first meeting. The Managing Director will ensure that Financial Counselors are available to Project Families approximately once a month during a Project Family's Extended Shelter Stay, and approximately once every two (2) months during the Rental Assistance Period.

Payor will contract with a financial counseling vendor (the "Financial Counseling Vendor" and, together with the Case Management Vendor, the "Vendors") to hire and oversee the Financial Counselors. Via the Financial Counseling Vendor, Payor and Intervention Provider will collaborate to ensure that Financial Counselors work collaboratively with fellow Financial Counselors, Project Case Managers (including the Case Management Vendor) and other staff at the Hope Center, and materially comply with the responsibilities below as part of Financial Counseling:

(1) Educate Project Families in money management:

a. Identifying financial goals and creating a plan of action to achieve them
b. Creating a working budget
c. Building emergency savings

(2) Assist Project Families in end-of-Project planning to help Project Families prepare for the end of the Rental Assistance Period:

a. Creating a revised working budget
b. Enhancing emergency and long-term savings
c. Career planning

(3) Coach on additional topic areas as required to meet the needs of the Project Family, including, but not limited to:
   a. Bank account setup
   b. Tax literacy
   c. Eviction expungement
   d. Debt management
(4) Help Project Families strengthen their credit scores and overall financial health:
   a. Understanding credit reports
   b. Strategies for building and maintaining good credit
   c. How to address factors that negatively impact credit scores

**D. Rental Assistance Payments**

Project Families will receive Rental Assistance Payments in amounts specified in Tables 2–5 below for their household size for the duration of the Rental Assistance Period.

Rental Assistance Payments will be paid through the following process:

(1) Within ten (10) Business Days of becoming a Project Family:
   a. The Managing Director will inform the Payor of such Project Family's household size.
1. The Department Finance Officer at the New Castle County Department of Community Services Fiscal Section (the "Department Finance Officer") will calculate an expected monthly Rental Assistance Payment amount based on the appropriate table below, and provide Project Family with a written letter confirming the monthly Rental Assistance Payment amount to serve as proof of income. As needed, the Department Finance Officer will obtain appropriate documentation from the Managing Director to confirm payment amounts.
(2) Payment amounts will be based on the household size of the Project Family as specified in the Hope Center Client Assessment Form. While household size may change throughout the Project, it will be fixed for the purposes of determining monthly Rental Assistance Payment amounts. For the purposes of determining household size, a pregnant person will count as two persons.
(3) Payor will establish the Project Family's Head of Household in its finance system (MUNIS), and subsequently enter the Family's Head of Household into its payment system (YARDI).
(4) The Project Case Manager will:
   a. Collect from the Project Family's Head of Household the Project Family's preference for ACH transfer or paper checks; and
   b. Share this information with Payor.
(5) A Project Family will be eligible to receive its first Rental Assistance Payment when they depart from the Hope Center.

2. Project Case Managers will inform Project Families to whom they are assigned that they are obligated to inform their Project Case Manager of their departure from the Hope Center and to complete a departure form, indicating the date of their intended departure from the Hope Center. The departure form may be filed up to ten (10) Business Days prior to the Project Family's departure from the Hope Center or when they sign a lease, whichever is sooner.

(6) At any point between the delivery of the departure form and one (1) Business Day following the Project Family's departure date, the Project Case Manager, with assistance of the Managing Director, will submit an email request to Payor with the name of the Project Family who is due their first monthly Rental Assistance Payment.

(7) Within five (5) Business Days of receiving the email request, Payor will process a Rental Assistance Payment based on the applicable Head of Household's specified preference. If a Project Family opts to receive Rental Assistance Payments via check and does not yet have a permanent address, Payor will make the check available to pick up in-person from the New Castle County Government Center.

(8) Within ten (10) Business Days of the end of each calendar month, Payor will share with Intermediary aggregate Rental Assistance Payment amount and payment amounts for each Project Family (using anonymized identifiers).

(9) After the first Rental Assistance Payment is processed, future monthly Rental Assistance Payments will be delivered as follows:

  a. The Department Finance Officer will send recurring monthly payments to the Project Family by the 28th of each month.
  b. Payor will set each Project Family's Rental Assistance Payments to end after a total of twenty-four (24) monthly Rental Assistance Payments—inclusive of the first Rental Assistance Payment—have been paid to such Project Family.
  c. If a Project Family Exits the Project for any reason specified in Section VI.A above, the Project Case Manager will notify Payor to freeze Rental Assistance Payments within one (1) Business Day. Within three (3) Business Days, Payor will pause Rental Assistance Payments to the Project Family.

(10) By the first Business Day of each calendar year, Payor will review and update Rental Assistance Payments based on the applicable table below.

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***Table 2: Calendar Year 2025 Payment Amounts***

| Household Size | Monthly Rental Assistance Payments | Approx. Annual Total Payment |
|---|---|---|
| 2 | $1,622 | $19,464 |
| 3 | $1,954 | $23,448 |
| 4 | $2,221 | $26,652 |
| 5 | $2,554 | $30,653 |
| 6 | $2,888 | $34,651 |
| 7 | $3,221 | $38,649 |
| 8 | $3,554 | $42,647 |
| 9 | $3,887 | $46,645 |
| 10 | $4,220 | $50,643 |

***Table 3: Calendar Year 2026 Payment Amounts (105% rent inflation factor)***

| Household Size | Monthly Rental Assistance Payments | Approx. Annual Total Payment |
|---|---|---|
| 2 | $1,703 | $20,435 |
| 3 | $2,052 | $24,619 |
| 4 | $2,332 | $27,987 |
| 5 | $2,682 | $32,185 |
| 6 | $3,032 | $36,383 |
| 7 | $3,382 | $40,581 |
| 8 | $3,732 | $44,779 |
| 9 | $4,081 | $48,977 |
| 10 | $4,431 | $53,176 |

***Table 4: Calendar Year 2027 Payment Amounts (110% rent inflation factor)***

| Household Size | Monthly Rental Assistance Payments | Approx. Annual Total Payment |
|---|---|---|
| 2 | $1,788 | $21,456 |
| 3 | $2,154 | $25,850 |
| 4 | $2,449 | $29,386 |
| 5 | $2,816 | $33,794 |
| 6 | $3,184 | $38,202 |
| 7 | $3,551 | $42,610 |
| 8 | $3,918 | $47,018 |
| 9 | $4,286 | $51,426 |
| 10 | $4,653 | $55,834 |

***Table 5: Calendar Year 2028 Payment Amounts (116% rent inflation factor)***

| Household Size | Monthly Rental Assistance Payments | Approx. Annual Total Payment |
|---|---|---|
| 2 | $1,877 | $22,529 |
| 3 | $2,262 | $27,143 |
| 4 | $2,571 | $30,856 |
| 5 | $2,957 | $35,484 |
| 6 | $3,343 | $40,113 |
| 7 | $3,728 | $44,741 |
| 8 | $4,114 | $49,369 |
| 9 | $4,500 | $53,998 |
| 10 | $4,886 | $58,626 |

**Exhibit A: Payment Procedure for Intervention Costs**

All expenses for the delivery of the Intervention ("Project Expenses") will be paid by Payor as they are incurred. Intermediary will reimburse Payor for Project Expenses quarterly in arrears. Project Expenses will be paid within thirty (30) Business Days of the close of each calendar quarter. Payor will submit an invoice to the Intermediary within ten (10) Business Days following the close of each calendar quarter. The invoice will detail expenses incurred, the quantity and description of each expense, and the total amount of each expense, including de-identified documentation on the monthly payment made for each Project Family. The Intermediary will pay the invoice within ten (10) Business Days of receipt.

Project Expenses will be calculated as follows:

(1) Extended Shelter Stay: After a Family Enrolls and resides at the Hope Center for at least twenty-four (24) days that are funded by existing referral sources, Payor may invoice up to $87 per day for the subsequent sixty-six (66) days. These amounts shall be reduced dollar for dollar if the Hope Center receives *any* shelter stay funding for the Project Family from other sources for these additional days.
   a. Payor may not invoice for any Project Family for any additional days beyond sixty-six (66) days.

(2) Case Management: Intermediary will reimburse Payor for the full amount of costs needed to procure services from the Case Management Vendor for the Project, provided that those costs do not exceed the budgeted amount articulated in the contract with the Case Management Vendor.

(3) Financial Counseling: Intermediary will reimburse Payor for the full amount of costs needed to procure services from the Financial Counseling Vendor for the Project, provided that those costs do not exceed the budgeted amount for the contract with the Financial Counseling Vendor.

(4) Rental Assistance Payments: Intermediary will reimburse Payor for the full amount of Rental Assistance Payments disbursed to Project Families, provided Rental Assistance Payments do not exceed the amounts determined by calendar year and household size as specified in Section VII.D of this Schedule 1 (Operating Responsibilities).

Incurred expenses in excess of calculated amounts specified above may not be paid without approval of the Executive Committee.

**SCHEDULE 2**
**PROJECT EVALUATION**

This Schedule 2 sets forth the methodology that the Evaluator will utilize to determine the Payment Outcomes and certain learning outcomes that result from delivery of the Intervention. The measurement and determination of the Payment Outcomes will serve as the basis for the Outcome Payment calculation.

Pursuant to the Agreement, the Payor will enter into the Evaluation Agreement with the Evaluator, which will describe the services to be provided by the Evaluator in accordance with this Schedule 2. All services delivered pursuant to this Schedule 2 will be in accordance with Award Agreement, including the Appendix E Evaluation Plan. In addition, the Evaluator, Payor, and Intermediary will enter into a data-sharing agreement with Housing Alliance Delaware, and the Evaluator, Payor, and Intermediary will enter into a separate data-sharing agreement. Together, these agreements will specify data sharing provisions, access to confidential data, and data security measures to ensure that the Evaluator is able to deliver its services as contemplated by the Evaluator Agreement and this Schedule 2, in compliance with all applicable Laws, as well as in compliance with Payor data policy.

## I. DATA SOURCES AND ACCESS

**1.** *Data Sources*

The Evaluator will use four data sources to measure and assess outcomes:

(a) CMIS: Community Management Information System ("CMIS") is the Delaware Continuum of Care's Homeless Management Information System ("HMIS"). HMIS is federally mandated by the United States Department of Housing and Urban Development ("HUD"), to have a standardized and centralized way to collect data ("CMIS Data") about the provision of housing and services to people and families experiencing homelessness. Housing Alliance Delaware is the CMIS Lead Agency and is responsible for the local administration of this data system on behalf of the Delaware Continuum of Care.

CMIS is a database containing client- and program-level information collected and compiled by homeless services providers and/or Delaware government entities providing supportive services to describe Delaware's state of homelessness in detail. CMIS Data is utilized for reports and analyses submitted to local and national entities.

CMIS will be used to compile household level data needed to identify socio-demographic matched control group Families ("Control Group Families"), to collect outcome data for the Control Group Families, to capture data for Project Families on select outcomes in line with Section V in this Schedule 2.

(b) Charity Tracker: “Charity Tracker” is a database used by the Hope Center to store client- and program-level information. Administrative Data and Programmatic Data (each as defined below) for Project Families will be compiled and stored in Charity Tracker.

(c) Surveys: Surveys will be administered by Case Managers to provide a qualitative understanding of overall Project operations (including implementation efficiency) and their influence on the lives of Project Families.

(d) Interviews and focus groups: Interviews and focus groups will be conducted by the Evaluator to provide a qualitative understanding of overall intervention operations (including implementation efficiency) and their influence on the lives of Project Families.

**2.** *Data Access*

Prior to the Service Commencement Date, the Evaluator will coordinate with Payor and Intermediary, as applicable, to obtain access to the data sources detailed in this Section I, including but not limited to, executing data sharing agreements for the access and use of Administrative Data and Programmatic Data. The Evaluator will ensure that such agreements adhere to all applicable federal, state and local data, all applicable laws and regulations concerning the protection of personal data and privacy, especially as it relates to social welfare data protections, including but not limited to provisions under HIPAA, FERPA, and Medicaid, and relevant data security standards.

## II. CONTROL GROUP SELECTION

The Control Group Families shall collectively be referred to as the “Control Group.” The Control Group will be created using administrative records from CMIS and will be composed of Families who (a) are on any waitlist for the Delaware State Housing Authority—or local-level housing authorities in New Castle County—Public Housing and Housing Choice Voucher Program, and/or (b) have start and exit dates to any housing program (e.g., emergency shelters, temporary housing, rapid re-rehousing) that most closely match those of the associated Project Family. Control Group families will also be selected to ensure that, like Project Families, they include at least one adult, aged 19 or older, and either (a) one or more children, aged 15 or younger; or (b) a member of the household is pregnant.

For each Project Family enrolled in the intervention, the Evaluator will identify one Control Group Family in CMIS who is socio-demographically matched on key characteristics such as age, household composition, prior homelessness history, income at entry, and other relevant covariates defined in the Evaluation Plan. Matching newly enrolled Project Families will occur within thirty (30) Business Days of the last enrollment for Cohort 2, in accordance with Schedule 1 (Operating Responsibilities).

Matching will be conducted at the household level to ensure that each Control Group Family's Evaluation Measurement Period (as defined below) aligns roughly with that of its matched Project Family. This design maintains temporal comparability, controlling for seasonality and contextual changes (e.g., shifts in local housing market and service conditions), and allows Outcome measurement using identical definitions and Administrative Data sources. All Control Group Families must have a start date (from any CMIS program) within 3 months prior to the Service Commencement Date or the most recent annual anniversary of the Service Commencement Date, whichever is later.

Control Group Outcome data will be sourced from CMIS, and no Survey Data will be collected for Control Group Families.

## III. DATA COLLECTION

Administrative Data and Programmatic Data on Project Families will be collected by Project Case Managers as set forth below. Administrative Data and Programmatic Data on Control Group Families will be sourced by Evaluator from CMIS, where it has been collected and entered by other homeless service providers and/or Delaware government entities at the time that a given household seeks services.

**1.** *Administrative Data*

Administrative data includes all data listed in the table titled "Project/Evaluation Covariates" below (collectively, "Administrative Data").

The Evaluator will, at all times throughout the Project, compile and maintain a master data file on a silver-layer, centralized Azure SQL Database (the "Master Administrative Data File"), which will include Administrative Data on Project Families and the Control Group. The following household-level Administrative Data for Project Families and Control Group Families will be collected (please note, PII will be de-identified and/or aggregated):

| **Project / Evaluation Covariates** | |
|---|---|
| 1 | Age of enrollment of head of household 1 at entry time |
| 2 | Age of enrollment of head of household 2 at entry time (if applicable) |
| 3 | Cash-benefits status |
| 4 | Chronic homelessness status |
| 5 | Current fleeing or attempting to flee domestic violence status |
| 6 | Currently homeless related to fleeing domestic or dating violence, sexual assault |
| 7 | Date of birth of the eldest minor |

| | |
|---|---|
| 8 | Domestic violence victim/survivor |
| 9 | Exit destination |
| 10 | Gender |
| 11 | Group ID(s) |
| 12 | Health insurance status |
| 13 | Housing program type |
| 14 | Income at entry |
| 15 | Income at exit |
| 16 | Justice involved status |
| 17 | Number of adults in the immediate family |
| 18 | Number of minors in the immediate family |
| 19 | Participant ID |
| 20 | Pregnancy status |
| 21 | Previous 12-month eviction status |
| 22 | Previous CMIS enrollment |
| 23 | Previous 30-day eviction status |
| 24 | Program entry |
| 25 | Program exit |
| 26 | Provider county |
| 27 | Provider ID |
| 28 | Race of head of household 1 |
| 29 | Race of head of household 2 |
| 30 | Relationship to head of household |
| 31 | Sex |
| 32 | Veteran status |
| 33 | Primary language |
| 34 | Secondary language |
| 35 | Cohort |

**2.** *Programmatic Data*

The Evaluator will be responsible for sourcing CMIS Programmatic Data (as defined below) for both the Control Group and the Project Families.

The Project Case Manager will be responsible for inputting the Project Family CMIS Programmatic Data into CMIS from information collected during meetings with Project Families and Survey Data, with the exception of the Proportion of Project Families without any nights in emergency shelter metric, which will be sourced from CMIS.

The Evaluator will, at all times throughout the Project, compile and maintain on a silver-layer, centralized Azure SQL Database a data file (the "Programmatic Data File") which will contain the Programmatic Data for both the Control Group and the Project Families. The Programmatic Data File should include the following household-level variables, aggregated to support outcome metric assessment:

| **Outcome metrics** | | **Variable from CMIS** |
|---|---|---|
| 1 | Proportion of Project Families living in own rental home | Exit Destination |
| 2 | Proportion of Project Families without any nights in emergency shelter | Exit Destination; Current Living Situation |
| 3 | Proportion of Project Families without any missed rent payments | Project Completion Status |
| 4 | Proportion of Project Families experiencing food insecurity | Non-cash benefits, W1 Services Provided - HOPWA |
| 5 | Length of time from 90-day period to move-in day | Project Exit, Housing Move in Date |
| 6 | Number of attempts to secure cash assisted housing before being successful | Moving On Assistance Provided |
| 7 | Proportion of Project Families accessing supportive services (decomposed by type) | RHY Service Connections |

**3.** *Survey Data*

The Evaluator will supplement quantitative analysis with surveys throughout the Project regarding Project Family perception of the effectiveness of the Intervention. The "Survey Data" will be collected by the Project Case Manager at the intervals described in Appendix A to this Schedule 2. Approved Survey Data questions are set forth in Appendix A to this Schedule 2. Changes to the survey questions set forth in Appendix A will be prepared by the Evaluator and must be presented to the Management Committee (via the Payor) for approval prior to use with Project Families.

**4.** *Timing and Collection of Administrative Data*

Administrative Data is collected for Project Families initially via the Hope Center Client Assessment Form and will be updated by the Project Case Manager throughout the Project Family's Extended Shelter Stay in Charity Tracker or CMIS per Schedule 1 (Operating Responsibilities). The Project Case Manager shall collect and update the Administrative Data at the 3-month interval following a Project Family's departure from the Hope Center, and each successive 3-month interval following for twenty-one (21) months (each such interval identified as the "Administrative Data Collection Period").

Administrative Data for the Control Group will be sourced from CMIS by Evaluator where it has been collected and entered by other homeless service providers and/or Delaware government entities at the time that a given Family seeks services.

**5.** *Timing and Collection of Programmatic Data*

Survey Data will be collected by the Project Case Managers in seven (7) -month intervals ("Programmatic Data Collection Periods") once annually. CMIS Programmatic Data will be compiled within five (5) Business Days after the end of each Programmatic Data Collection Period. For Control Group Families, the first compilation will begin simultaneously with matching, as specified above, and within five (5) Business Days after the end of each Programmatic Data Collection period thereafter.

For Cohort 1, the Programmatic Data Collection Periods will begin after the conclusion of Month 12, 24, 36, 48, and 60 and for Cohort 2, the Programmatic Data Collection Period will begin after the conclusion of Month 24, 36, 48, 60 and 72.

| **Programmatic Data Collection Periods** |
|---|
| 1 - Months 13-19 |
| 2- Months 25-31 |
| 3- Months 37-43 |
| 4- Months 49-55 |
| 5- Months 61-67 |

| |
|---|
| 6- Months 73-79 |

**6.** *Treatment of Missing Project Family Data*

Within fourteen (14) days of the end of the Programmatic Data Collection Period or Early Programmatic Data Collection Period, as applicable, Evaluator shall request information from the Project Case Managers to revise any invalid or blank data entries for any Project Families. Revised data entries should be submitted by Project Case Managers no later than seven (7) days after the Evaluator has requested revised information.

Missing or invalid data entries include:

- Blank without explanation of why data is missing (as opposed to data that is left blank because it is not applicable, such as a secondary language for Project Families who only speak one language);
- Are unintelligible (e.g., primary language that is not a word);
- Are out of range (e.g., a minor date of birth that is prior to 2007).

Missing or invalid data entries that are not revised by fourteen (14) days after the end of the Programmatic Data Collection Period or Early Programmatic Data Collection Period will be considered null. In the event of null Administrative Data (10% or more for a variable), the Evaluator will use multiple imputation. If imputation is not feasible, the Evaluator will attempt to use alternative data sources, including but not limited to eviction and foreclosure filings, state homelessness data, or death records in Delaware. If neither imputation nor alternative data sources are able to correct null Administrative Data or if null data exists for Programmatic Data, the Evaluator will rely on the most recent data available from Survey Data collected up to fifteen (15) months prior to the end of the Programmatic Data Collection Period or Early Programmatic Data Collection Period. In the absence of Survey Data collected in the preceding fifteen (15) months, CMIS may be used to input missing data.

If Project Families do not respond to their Project Case Manager and/or do not respond to survey that is sent within ninety (90) days, they will be designated as “Unresponsive.” Unresponsive Project Families will receive no further survey attempts from Project Case Managers, but they will continue to be included in the Evaluation for the purposes of measuring Payment Outcomes to the extent possible. Unresponsive Project Families will have their responses to the Perception Questions listed in Appendix A to this Schedule 2 removed from the evaluation.

**7.** *Treatment of Missing Control Group Data*

In the event of missing Administrative Data for the Control Group (10-15% for a variable), the Evaluator will use multiple imputation. If imputation is not feasible, will attempt to use alternative data sources, including, but not limited to eviction and foreclosure filings, state homelessness data, and death records in Delaware. If neither imputation nor alternative data sources are able to correct null Administrative Data or if null data exists for Programmatic Data, the Evaluator will rely on the most recent data available in CMIS months prior to the relevant Evaluation Measurement Period.

In the event that the Evaluator is able to determine—through the use of alternative data sources—that the head of household for a Control Group Family has died or become incarcerated, the Evaluator will rematch the Project Family to a new Control Group Family prior to the Outcome Payment Calculation Date that follows such determination. The Evaluator will use the new Control Group Family for all future Outcomes Payment calculations and will retrospectively analyze outcomes that may have occurred prior to rematching for the purposes of the final Evaluator Report.

## IV. DATA SECURITY

**1.** *Data Transfer:* Pursuant to the data use agreement among Housing Alliance Delaware, the Evaluator, the Payor, and the Intermediary prior to the Service Commencement Date, Housing Alliance Delaware and the Evaluator will agree to share electronic data using a common singular centralized file-sharing environment where drafts of reports and other intermediate files can securely reside. The Evaluator will utilize an Azure SQL Server with role-based access control allowing only Evaluator members to access the data. Azure tracks individuals who access the system. The IP address of Evaluator members with permission to access will be limited to the Evaluator local environments. For data in transit and at rest, encrypted ETL protocols will be utilized (HTTPS, SFTP, TLS).

Pursuant to the execution of a Data Memorandum of Understanding between Payor and the Evaluator (the "Data Memorandum Of Understanding"), prior to the Service Commencement Date, Payor and the Evaluator will agree to share electronic data using a common singular centralized file-sharing environment where drafts of reports and other intermediate files can securely reside.

**2.** *PII*: Each Project Family and Control Group Family will be assigned a unique, non-personally identifying identification number that will be used in the Master Administrative Data File and for all analysis. The Evaluator will exclude PII during the CMIS export process and the Charity Tracker export process to preserve anonymity of participant data.

**3.** *File Storage and Backup*: Payor will agree to store electronic files on password-protected computers on secure LAN servers in secure locations at all times. The Evaluator will utilize an Azure SQL Server with role-based access control allowing only Evaluator members to access the data. Azure tracks individuals who access the system. The IP address of Evaluator members with permission to access will be limited to the Evaluator local environments. For data in transit and at rest, encrypted ETL protocols will be utilized (HTTPS, SFTP, TLS). Payor and the Evaluator will further agree to keep all confidential paper files in locked locations. No PII or personally-identifiable health information will be shared outside of the Evaluator and Payor, except as otherwise agreed to by the Evaluator and Payor in the Data Memorandum of Understanding.

**4.** *Data Use Agreement*: The Evaluator, Payor, and Intermediary shall enter into a data use agreement outlining these data security provisions prior to the transfer of data. The Evaluator, Payor, and Intermediary will also enter into a data use agreement with Housing Alliance Delaware outlining these data security provisions prior to the transfer of CMIS Data.

## V. MEASURING OUTCOMES

The Evaluator will measure seven (7) outcomes metrics including two (2) Payment Outcomes that will be used to determine Outcome Payments and Prorated Outcome Payments. The remainder will be measured for learning purposes.

### 1. Payment Outcome Metrics

| # | Payment Outcome | Definition |
|---|---|---|
| 1 | **Permanent Housing Retention Outcome** | A Project Family or Control Group Family is considered to have retained permanent housing if their primary residence is a self-identified place of their own where they pay rent during the Evaluation Measurement Period as described in more detail in Section V.4 below. |
| 2 | **Avoidance of Shelter Stays Outcome** | A Project Family or Control Group Family is considered to have avoided homelessness if they have zero (0) CMIS-documented emergency shelter nights during the full Evaluation Measurement Period as described in more detail in Section V.4 below. |

### 2. Learning Outcome Metrics

| # | Outcome Metric | Definition |
|---|---|---|
| 3 | **Families with at least one (1) missed rent payment** | A Project Family is considered to have missed a rent payment if the monthly rent payment was not paid when the rent was due (inclusive of any landlord defined grace periods). This may include late payments that were later paid to the landlord. |
| 4 | **Families experiencing food insecurity** | A Project Family is considered to be food insecure when the sum of affirmative responses |

| | | |
|---|---|---|
| | | to a specified set of questions from the U.S. Household Food Security Survey Module, USDA is greater than a scale score of 7.54 (scale score range of NA to 8.48). |
| 5 | **Length of time from departure from Extended Shelter Stay to move-in day** | Number of days between the date that a Project Family departed the Hope Center to the date that they moved into housing |
| 6 | **Number of attempts to secure cash assisted housing before being successful** | Number of housing applications that a Project Family submitted prior to successfully securing a lease. |
| 7 | **Families accessing supportive services (decomposed by type)** | Project Family that has accessed the following services in the last twelve (12) months:<br>• Preventative health care<br>• Mental health care<br>• Substance use counseling<br>• Child care<br>• Free or reduced school lunch<br>• Financial counseling<br>• Benefits programs including SNAP or WIC<br>• Benefits programs including TANF |

## 3. Outcome Metric Measurement Timing

Each Project Family shall have five (5) successive Evaluation Measurement Periods. Each "Evaluation Measurement Period" shall be 12-months. The first Evaluation Measurement Period for each Project Family will commence on the date of a Project Family's departure from the Hope Center. For the purposes of measuring Control Group Payment Outcomes, the Control Group "Evaluation Measurement Period" will be the same twelve (12) months as the matched Project Family.

Outcome Payments will be calculated on the first Outcome Payment Calculation Date (as defined in Schedule 3 (Calculation of Outcome Payments) by pooling the data from the first Evaluation Measurement Period of each Cohort. Outcome Payments will be calculated on the second Outcome Payment Calculation Date by pooling the data from second Evaluation Measurement Period of each Cohort, and so on.

## 4. Payment Outcome Measurement Approach

The Evaluator will measure Payment Outcomes for the Project Families and the Control Group, as follows:

*(a) Outcome Metric 1: Permanent Housing Retention*

On each Outcome Payment Calculation Date, the Evaluator will determine the total number of Project Families that have achieved the Permanent Housing Retention Outcome during the relevant Evaluation Measurement Periods. Achieving the "Permanent Housing Retention Outcome" for a Project Family shall mean that all of the following are true for the Project Family during the relevant Evaluation Measurement Period:

i. Programmatic Data indicates that the Project Family has one of the following primary living situations:

   - Rental by client, no ongoing housing subsidy;
     - Survey responses of "Yes" to '*Rented with a lease',* OR '*Rented month-to-month or without a formal lease';* AND "No" to '*Did you use a housing subsidy or live in public housing?'* are coded as affirmative.
   - Rental by client, with ongoing housing subsidy;
     - Survey responses of "Yes" to '*Rented with a lease',* OR '*Rented month-to-month or without a formal lease';* AND "Yes" to '*Did you use a housing subsidy or live in public housing?'* are coded as affirmative.
   - Owned by client, with ongoing housing subsidy;
     - Survey responses of "Yes" to '*Owned my home'* AND '*Did you use a housing subsidy or live in public housing?'* Are coded as affirmative.
   - Owned by client, no ongoing housing subsidy.
     - Survey responses of "Yes" to '*Owned my home'* AND "No" to '*Did you use a housing subsidy or live in public housing?'* are coded as affirmative.

ii. There is no exit destination on record in CMIS that indicates any of the following:
   - Homeless situations;
   - Institutional situations;
   - Temporary housing situations;
   - Staying or living with family, permanent tenure;
   - Staying or living with friends, permanent tenure.

   This excludes homeless situations on record for Project Families during their Extended Shelter Stay at the Hope Center, which concludes just as the first Evaluation Measurement Period begins.

On each Outcome Payment Calculation Date, the Evaluator will determine the total number of Control Group Families that have achieved Permanent Housing Retention Outcome during the matched Evaluation Measurement Periods. "Permanent Housing

Retention Outcome" for the purpose of the Control Group shall mean that all of the following are true for the Control Group Family during the matched Evaluation Measurement Period:

i. The most recent exit destination in CMIS is one of the following living situations:

- Rental by client, no ongoing housing subsidy;
- Rental by client, with ongoing housing subsidy;
- Owned by client, with ongoing housing subsidy;
- Owned by client, no ongoing housing subsidy.

ii. There is no exit destination recorded in CMIS that indicates any of the following:

- Homeless situations;
- Institutional situations;
- Temporary housing situations;
- Staying or living with family, permanent tenure;
- Staying or living with friends, permanent tenure.

*(b) Outcome Metric 2: Avoidance of Shelter Stays*

On each Outcome Payment Calculation Date, the Evaluator will determine (i) the total number of Project Families that have achieved the Avoidance of Shelter Stays Outcome , and (ii) the total number of Control Group Families that have achieved the Avoidance of Shelter Stays Outcome, during the relevant Evaluation Measurement Periods . "Avoidance of Shelter Stays Outcome" shall mean that all of the following are true for the Project Family or the Control Group Family during the relevant Evaluation Measurement Period of the Project Family:

i. The most recent exit destination on record in CMIS is not any of the following living situations:
   - Emergency shelter, including hotel or motel paid for with emergency shelter voucher;
   - Host Home shelter.

ii. There is no current living situation on record in CMIS that indicates any of the following:
   - Emergency shelter, including hotel or motel paid for with emergency shelter voucher;
   - Host home shelter.

   This excludes emergency shelter and host home shelter situations on record for Project Families during their Extended Shelter Stay at the Hope Center, which concludes just as the first Evaluation Measurement Period begins.

## 5. Statistical Significance Approach

### *a) Statistical Significance Calculation*

Statistical Significance must be met for payment of any Outcome Payments or Prorated Outcome Payments. For the purposes of assessing statistical significance, the Evaluator will analyze (i) the total number of Project Families in both Cohorts that reach the end of the relevant Evaluation Measurement Period without a recorded Project Exit, and (ii) the matched Control Group Families. To determine statistical significance, the Evaluator will compare the proportion of the total Project Families achieving each of the Payment Outcomes with the proportion of the matched Control Group Families achieving each of the Payment Outcomes. Statistical Significance will be measured before each Outcome Payment Calculation Date, as described in Schedule 3 (Calculation of Outcome Payments).

For the purpose of Payment Outcomes calculations, "proportion" shall mean the number of Project Families or Control Group Families that have achieved the Payment Outcome in the relevant Evaluation Measurement Period divided by the total Project Families or Control Group Families in the relevant Evaluation Measurement Period, expressed as a percentage.

The below table illustrates the anticipated number of Project Families from each Cohort to be analyzed at each Outcome Payment Calculation Date:

Table 1. Illustrative Cohort Pooling and Evaluation

| **Outcome Payment Calculation Date** | **Evaluation Measurement Period for each Cohort** | **Projected Cohort 1 Project Families** | **Projected Cohort 2 Project Families** | **Projected Number of Project Families for Pooled Measurement and Payment** |
|---|---|---|---|---|
| Month 33 | First 12 months after departure from the Hope Center | 57 | 57 | 114 |
| Month 45 | 12-24 months after departure from the Hope Center | 55 | 55 | 110 |
| Month 57 | 24-36 months after departure from the Hope Center | 53 | 53 | 106 |
| Month 69 | 36-48 months after departure | 51 | 51 | 102 |

| | | | | |
|---|---|---|---|---|
| | from the Hope Center | | | |
| Month 81 | 48-60 months after departure from the Hope Center | 49 | 49 | 98 |

a) *Additional Analysis*

The Evaluator will also conduct sensitivity analyses using covariates detailed in Section III of this Schedule 2 to assess the robustness of the regression model. These analyses will include, but are not limited to, alternative model specifications, exclusion of influential observations, and adjustments for potential unmeasured confounding. Where applicable, results will be compared across model variants to assess consistency, and findings will be reported with appropriate notation in all outputs in the Evaluator Report (as defined below).

**6. Learning Outcome Metric Measurement Approach**

Housing stability is not binary; it exists on a spectrum influenced by financial, social, and resource-related factors. The four learning outcomes identified for measurement provide early warning signals and contextual understanding that are essential to sustaining long-term housing success.

(a) *Outcome Metric 3: Families with at least one (1) missed rent payment*

Per the Survey Data, Project Families will be asked to answer the following question adapted from the HUD Housing Stability Indicators (Family Options Study, 2015):

- In the past 12 months, was your rent or mortgage payment ever late?

Responses of “Yes — once” and “Yes — more than once” are coded as affirmative. The percentage of affirmative responses will be used to calculate the proportion of Families at risk of housing instability for that Evaluation Measurement Period.

(b) *Outcome Metric 4: Families experiencing food insecurity*

Per the Survey Data, Project Families will be asked to answer the following set of questions from the U.S. Household Food Security Survey Module, USDA (May 2024):

- The food that me or my family bought just didn’t last, and we didn’t have money to get more.
- My family and I couldn’t afford to eat balanced meals.

- In the last 12 months, since last (name of current month), did you or other members of your family ever cut the size of your meals or skip meals because there wasn't enough money for food?
    - [IF YES ABOVE, ASK] How often did this happen—almost every month, some months but not every month, or in only 1 or 2 months?
- In the last 12 months, did you ever eat less than you felt you should because there wasn't enough money for food?
- In the last 12 months, were you ever hungry but didn't eat because there wasn't enough money for food?

Responses of “yes”, “often”, “sometimes”, “almost every month, and “some months but not every month” are coded as affirmative. The sum of affirmative responses will be used to calculate a raw score of food security. If the raw score is greater than a scale score of 7.54 (scale score range of NA to 8.48), a Project Family will be designated as food insecure for that Evaluation Measurement Period.

*(c) Outcome Metric 5: Length of time from the end point of their Extended Shelter Stay to move-in day*

Per Survey Data, Project Families will be asked to answer the following question adapted from the HUD System Performance Measures – Measure 1: Length of Time Persons Remain Homeless (HUD, 2024):

- Thinking about your most recent stay in the Hope Center, what was the date you left the shelter?
- What was the date you moved into your current permanent housing?

Responses will be recorded in date format (MM/DD/YYYY). The number of days between the Exit date from Hope Center and the move-in date will be calculated for each Project Family. This metric will be reported as a median and average number of days for the Evaluation Measurement Period, with lower values indicating faster housing placement.

*(d) Outcome Metric 6: Number of attempts to secure cash assisted housing before being successful*

Per Survey Data, Project Families will be asked to answer the following question adapted from the HUD Homeless Management Information System (HMIS) Performance Measures (HUD, 2024):

- Before moving into your current home, how many times did you apply for or try to secure cash-assisted housing?

Responses will be coded as numeric values for analysis (1 = 1 time, 2 = 2–3 times, 3 = 4 or more times, 99 = Don't know). Average and median number of attempts will be calculated for the Evaluation Measurement Period.

(e) *Outcome Metric 7: Families accessing supportive services (decomposed by type)*

Per Survey Data, Project Families will be asked to answer the following question adapted from the HUD Homeless Management Information System (HMIS) Service Utilization Categories (HUD, 2024):

- In the past 12 months, did you or a family member receive any of the following supportive services? (Select all that apply)
    - Case management
    - Employment assistance
    - Mental health counseling
    - Substance use services
    - Childcare
    - Transportation
    - Financial coaching or credit repair
    - Legal assistance
    - Other (please specify)

Responses will be coded into HMIS service categories for comparability. Any selection of one or more services will be coded as affirmative for service utilization; frequency responses will be retained as ordinal data for further analysis.

**8. Project Family inclusion in Evaluation Measurement**

Project Families will exit the Evaluation ("Exit From Evaluation") and will not be included in the measurement of Payment Outcomes (nor will their matched Control Group Family) if the Project Family Exits the Project for the following reasons, in the determination of the Project Family's Project Case Manager:

- The Project Family Exits the Project prior to the end of Month 12.
- The Project Family Exits the Project prior to receiving cash assistance and did not utilize a housing voucher.
- The Project Family moves out of Delaware.
- The Head of Household stops living with all other members of the household, dies, or is incarcerated and there is not another adult within the household who can be designated as a Head of Household in accordance with Schedule 1 (Operating Responsibilities).

When a Project Family Exits from the Project, the Project Case Manager will conduct an Early Exit Survey to collect data from the exiting Project Family. The Evaluator shall attempt to collect data for the exiting Project Family for up to a sixty (60) day period commencing from the date of Exit from the Project (the “Early Programmatic Data Collection Period”). Early Exit Survey Data and CMIS data compiled by the Evaluator will be used to calculate Prorated Outcome Payments and Learning Outcome Metrics.

## VI. REPORTING OUTCOMES

The Evaluator will produce both quarterly and annual reports to provide outcome updates.

### 1. Program Report

On a quarterly basis, the Evaluator will create a written program report (the “Program Report”) via memo or presentation materials, which shall include but is not limited to aggregate Administrative Data on Project Families, including enrollment and Project service phase. Program Reports will be shared with Intermediary to support required funder reporting and the Management Committee. Program Reports will be due within two (2) weeks of the close of each calendar quarter during the Measurement Period.

### 2. Evaluator Report

Within six (6) weeks following the end of each Programmatic Data Collection Period,, the Evaluator will create a written evaluator report (the “Evaluator Report”) via memo or presentation materials, which shall include but is not limited to all Programmatic Data and Administrative Data on all Project Families and Control Group Families and progress on outcomes, including Payment Outcomes.

Evaluator Reports will be shared with Intermediary to support required reporting to Funders and the Executive Committee.

**Appendix A: Approved Survey Questions**

**A. Post-Hope Center Stay Approved Questions**

The following approved questions will be posed to each Project Family within (1) one month of their departure from the Hope Center, to assess their experience at the Hope Center and the recorded responses will create a baseline for future surveys focused on the effectiveness of the Rental Assistance Payments:

1. Entering your two-year cash assistance period, how ready do you feel... (5-point Likert Scale)
    a. Financially (like handling money and bills)
    b. Emotionally (like feeling less stressed or worried)
    c. Physically (like having the energy and health you need)
2. What is your current living situation?
    a. Own my home
        (i) If this option is selected: Are you either using a housing subsidy or living in public housing? [Yes/No]
    b. Renting with a lease
        (i) If this option is selected: Are you either using a housing subsidy or living in public housing? [Yes/No]
    c. Renting month-to-month or without a formal lease
    d. Staying with family or friends and do not pay rent
    e. Moving between different temporary housing situations
    f. Living in transitional housing or a residential program
    g. Staying in emergency shelters or homeless services
    h. Living in unsheltered situations (outdoors, vehicles, or temporary structures)
    i. Other (please specify)
3. What was the length of time from leaving the Hope Center to move-in day?
    a. Thinking about your most recent stay at the Hope Center, what was the date you left the shelter?
    b. What was the date you moved into your current permanent housing?
4. [If for question 2, answers a, b, c, or f are selected] Before moving into your current home, how many times did you apply for or try to secure cash-assisted housing?
5. How well has our program staff helped you and your family get what you need in each of the following areas? (5-point Likert)

a. Food
b. Medical care
c. Childcare
d. Transportation
e. Job training or employment help
f. Clothing and household items
g. Legal assistance

6. [If for question 2, answers a, b, and c are not selected] How confident are you that your case manager can help you find permanent housing? (5-point Likert)
7. How well did you get along with other families at the Hope Center? (5-point Likert)
8. How has your support network changed since we last talked?
    a. I have more people who support me now
    b. I have about the same amount of support
    c. I have less support than before
    d. I'm not sure/It's hard to tell
9. The next questions are about times in the last 12 months when you might not have had enough money for food. Please answer "yes", "often", "sometimes", "almost every month", "some months but not every month", or "never true" for you or your family in the last 12 months.
    a. The food that me or my family bought just didn't last, and we didn't have money to get more.
    b. My family and I couldn't afford to eat balanced meals.
    c. In the last 12 months, since last (name of current month), did you or other members of your family ever cut the size of your meals or skip meals because there wasn't enough money for food?
    d. [IF YES ABOVE, ASK] How often did this happen—almost every month, some months but not every month, or in only 1 or 2 months?
    e. In the last 12 months, did you ever eat less than you felt you should because there wasn't enough money for food?
    f. In the last 12 months, were you ever hungry but didn't eat because there wasn't enough money for food?
10. What concerns, if any, do you or your family have about your stay at the Hope Center?

### B. Rental Assistance Payments and Case Management Approved Questions

The following questions will be posed to Project Families at the Data Collection Periods corresponding to 12- and 24- month anniversaries of when they departed from the Hope Center, after they have begun to receive Rental Assistance Payments to assess the effectiveness of rental assistance while they are still receiving it:

Programmatic Questions

1. During the last 12 months, what was your primary housing situation? As determined based on a list of options.

    a. Owned my home (If yes: Did you either use a housing subsidy or live in public housing [Yes/No])
    b. Rented with a lease (If yes: Did you either use a housing subsidy or live in public housing [Yes/No]
    c. Rented month-to-month or without a formal lease
    d. Stayed with family or friends and did not pay rent
    e. Moved between different temporary housing situations
    f. Lived in transitional housing or a residential program
    g. Stayed in emergency shelters or homeless services
    h. Lived in unsheltered situations (outdoors, vehicles, or temporary structures)
    i. Other (please specify)

2. During the last 12 months, did you spend one or more nights in emergency shelter?
3. In the past 12 months, was your rent or mortgage payment ever late? The next questions are about times in the last 12 months when you might not have had enough money for food. Please answer “yes”, “often”, “sometimes”, “almost every month”, “some months but not every month”, or “never true” for you or your family in the last 12 months.
    a. The food that me or my family bought just didn’t last, and we didn’t have money to get more.

    b. My family and I couldn’t afford to eat balanced meals.

    c. In the last 12 months, since last (name of current month), did you or other members of your family ever cut the size of your meals or skip meals because there wasn't enough money for food?

    d. [IF YES ABOVE, ASK] How often did this happen—almost every month, some months but not every month, or in only 1 or 2 months?

    e. In the last 12 months, did you ever eat less than you felt you should because there wasn't enough money for food?

f. In the last 12 months, were you ever hungry but didn't eat because there wasn't enough money for food?

Perception Questions

1. Do you feel your family is generally (Financially, Emotionally, Physically) better-off today than since we last spoke? (5-point Likert)
2. How well has your case manager helped you so far? (5-point Likert)
3. How well have you and your family's basic needs been met? (5-point Likert)
4. How confident are you that you can keep your housing after the cash assistance ends? (5-point Likert)
5. Have you had any concerns with your landlord? (5-point Likert)
6. What, if anything, makes it hard for you to reach your money goals? (Free response)

****

The following questions will be posed to Project Families at the Data Collection Periods corresponding with the 36-, 48-, and 60-months anniversaries of when they departed from the Hope Center to assess the effectiveness of the Rental Assistance Payments, after they have stopped receiving them:

Programmatic Questions

1. During the last 12 months, what was your primary housing situation? As determined based on a list of options.

    a. Owned my home (If yes: Did you either use a housing subsidy or live in public housing [Yes/No])
    b. Rented with a lease (If yes: Did you either use a housing subsidy or live in public housing [Yes/No])
    c. Rented month-to-month or without a formal lease
    d. Stayed with family or friends and did not pay rent
    e. Moved between different temporary housing situations
    f. Lived in transitional housing or a residential program
    g. Stayed in emergency shelters or homeless services
    h. Lived in unsheltered situations (outdoors, vehicles, or temporary structures)
    i. Other (please specify)

2. During the last 12 months, did you spend one or more nights in emergency shelter?
3. During the last 12 months, did you miss one or more rent payments?
4. In the past 12 months, did you or a family member receive any of the following supportive services? (Select all that apply)

a. Case management
b. Employment assistance
c. Mental health counseling
d. Substance use services
e. Childcare
f. Transportation
g. Financial coaching or credit repair
h. Legal assistance
i. Other (please specify)

5. The next questions are about times in the last 12 months when you might not have had enough money for food. Please answer “yes”, “often”, “sometimes”, “almost every month”, “some months but not every month”, or “never true” for you or your family in the last 12 months.
    a. The food that me or my family bought just didn’t last, and we didn’t have money to get more.
    b. My family and I couldn’t afford to eat balanced meals.
    c. In the last 12 months, since last (name of current month), did you or other members of your family ever cut the size of your meals or skip meals because there wasn't enough money for food?
    d. [IF YES ABOVE, ASK] How often did this happen—almost every month, some months but not every month, or in only 1 or 2 months?
    e. In the last 12 months, did you ever eat less than you felt you should because there wasn't enough money for food?
    f. In the last 12 months, were you ever hungry but didn't eat because there wasn't enough money for food?
6. Did you move after the end of the two-years of cash assistance ended? If YES, What was the length of time from the end of the two-year cash assistance period to move-in day?
7. Before moving into your current home, how many times did you apply for or try to secure cash-assisted housing?

Perception Questions

1. Do you feel your family is generally (Financially, Emotionally, Physically) better-off today than since we last spoke? (5-point Likert)
2. Have you had eligibility problems with your benefits from other programs? (SNAP, WIC, SSI, SSDI, WIC, TANF, other cash assistance)
3. How confident do you feel managing your benefits on your own?

4. What would have made moving out of assisted housing easier for you?
5. How would you describe your experience in this program?

****

The following questions will be posed to Project Families that Exit the Project early ("Early Exit Survey") in accordance with Section V.8 of this Schedule 2.

Programmatic Questions

1. Since last (name of month of most recent survey or departure from the Hope Center), what was your primary housing situation? As determined based on a list of options.

    a. Owned my home (If yes: Did you either use a housing subsidy or live in public housing [Yes/No])
    b. Rented with a lease (If yes: Did you either use a housing subsidy or live in public housing [Yes/No])
    c. Rented month-to-month or without a formal lease
    d. Stayed with family or friends and did not pay rent
    e. Moved between different temporary housing situations
    f. Lived in transitional housing or a residential program
    g. Stayed in emergency shelters or homeless services
    h. Lived in unsheltered situations (outdoors, vehicles, or temporary structures)
    i. Other (please specify)

2. Since last (name of month of most recent survey or departure from the Hope Center), did you spend one or more nights in emergency shelter?
3. Since last (name of month of most recent survey or departure from the Hope Center), did you miss one or more rent payments?
4. Since last (name of month of most recent survey or departure from the Hope Center), did you or a family member receive any of the following supportive services? (Select all that apply)

    a. Case management
    b. Employment assistance
    c. Mental health counseling
    d. Substance use services
    e. Childcare
    f. Transportation
    g. Financial coaching or credit repair
    h. Legal assistance
    i. Other (please specify)

5. The next questions are about times since last (name of month of most recent survey or departure from the Hope Center), when you might not have had enough money for food. Please answer “yes”, “often”, “sometimes”, “almost every month”, “some months but not every month”, or “never true” for you or your family since last (name of month of most recent survey or departure from the Hope Center).
    a. The food that me or my family bought just didn’t last, and we didn’t have money to get more.
    b. My family and I couldn’t afford to eat balanced meals.
    c. Since last (name of month of most recent survey or departure from the Hope Center), did you or other members of your family ever cut the size of your meals or skip meals because there wasn't enough money for food?
    d. [IF YES ABOVE, ASK] How often did this happen—almost every month, some months but not every month, or in only 1 or 2 months?
    e. Since last (name of month of most recent survey or departure from the Hope Center), did you ever eat less than you felt you should because there wasn't enough money for food?
    f. Since last (name of month of most recent survey or departure from the Hope Center), were you ever hungry but didn't eat because there wasn't enough money for food?
6. Did you move after the end of the two-years of cash assistance ended? If YES, What was the length of time from the end of the two-year cash assistance period to move-in day?
7. Before moving into your current home, how many times did you apply for or try to secure cash-assisted housing?

Perception Questions

1. Do you feel your family is generally (Financially, Emotionally, Physically) better-off today than since we last spoke? (5-point Likert)
2. Have you had eligibility problems with your benefits from other programs? (SNAP, WIC, SSI, SSDI, WIC, TANF, other cash assistance)
3. How confident do you feel managing your benefits on your own?
4. What would have made moving out of assisted housing easier for you?
5. How would you describe your experience in this program?

# SCHEDULE 3
# CALCULATION OF OUTCOME PAYMENTS

The Evaluator will calculate Outcome Payments based on the reported Payment Outcomes, as measured and reported in accordance with Schedule 2 (Project Evaluation).

As described in this Schedule 3 (Calculation of Outcome Payments), Outcome Payments will be made based on two Payment Outcomes: (1) Permanent Housing Retention Outcome and (2) Avoidance of Shelter Stays Outcome.

## I. Calculation of Outcome Payments

### a. Timing of Outcome Payments

Outcome Payments and Prorated Outcome Payments (as defined below) will be calculated once annually for five (5) successive years within six weeks of the conclusion of all but the first of six Programmatic Data Collection Periods (each, an "Outcome Payment Calculation Date"). Outcome Payment Calculation Dates are anticipated to occur in Month 33, Month 45, Month 57, Month 69 and Month 81.

On each Outcome Payment Calculation Date, the Evaluator will assemble the Evaluator Report (as defined in Schedule 2 (Project Evaluation)) and an invoice (an "Outcome Payment Invoice") that includes calculations for Outcome Payments and Prorated Outcome Payments with respect to each of the Payment Outcomes. The Evaluator will submit the Evaluator Report and Outcome Payment Invoice to the Management Committee no later than each of the five Outcome Payment Calculation Dates.

Upon receipt by the Management Committee, the Management Committee will review and approve the Evaluator Report and Outcome Payment Invoice within ten (10) Business Days. The Management Committee's review will be for the purposes of validating completeness and accuracy, and will not have the ability to change the Evaluator's determination of outcome achievement nor the corresponding payment amounts.

Upon approval by the Management Committee, Payor will submit the Outcome Payments Invoice to Treasury within five (5) Business Days. Treasury is expected to make the Outcome Payments to Payor within ninety (90) days of receipt of the Outcomes Payments Invoice. Payor may make a payment equivalent to the amount of the Outcome Payment Invoice to Intermediary upon confirmation from Treasury that the Outcome Payment Invoice has been approved for payment. If Payor does not remit payment upon Treasury confirmation, Payor will make a payment to Intermediary equivalent to the amount of the Outcome Payment Invoice not later than thirty (30) calendar days of actual receipt of payment by Treasury.

### b. Price per Payment Outcome

The price per Payment Outcome achieved is as follows:

***Table 1: Outcomes Pricing***

| Payment Outcome | Price per Outcome Achieved by Project Family |
|---|---|
| Permanent Housing Retention Outcome | $21,184 |
| Avoidance of Shelter Stays Outcome | $40,940 |

### c. Formula for Calculation of Outcome Payments

In accordance with Schedule 2 (Project Evaluation), on each Outcome Payment Calculation Date, the Evaluator will first determine that statistical significance to at least the 80% confidence level has been achieved for the relevant Evaluation Measurement Period. If statistical significance has been achieved, the Evaluator will calculate Outcome Payments as follows:

$$\begin{aligned}&Outcome\ Payment\\&= Average\ Treatment\ Effect\ x\ Households\ Surveyed\ x\ Price\ per\ Outcome\end{aligned}$$

In this calculation, each variable is defined as:

*Average Treatment Effect (ATE):* The average difference in Payment Outcomes between the Control Group and the Project Families for that specific Payment Outcome.

*Households Surveyed:* Total number of Project Families surveyed. In accordance with Schedule 2 (Project Evaluation), this includes all Project Families in both Cohorts that reach the end of the relevant Evaluation Measurement Period without a recorded Exit From Evaluation.

*Price per Outcome:* for the respective Payment Outcome, the price per Outcome achieved (see Table 1: Outcomes Pricing).

### d. Example Outcome Payments Calculations

Assuming two (2) fully Enrolled Cohorts of sixty (60) Project Families, and five percent (5%) annual rate of Exit From Evaluation, Tables 2 and 3 below illustrate Outcome Payments for different potential ATEs. The blue row in each table indicates the estimate (based on the base case which is derived from HUD's Family Options Study[1]) for most likely ATE for that Payment Outcome, provided that statistical significance is achieved. Tables 2 and 3 illustrate only a subset of the full range of ATEs. The same calculation would apply if larger or smaller ATEs were achieved.

***Table 2: Illustrative Permanent Housing Retention Payments***

| **ATE** | **Outcome Payment Calculation Date** | | | | |
|---|---|---|---|---|---|
| **Improvement Over Control Group** | **Month 33 (estimated n = 114)** | **Month 45 (estimated n = 110)** | **Month 57 (estimated n = 106)** | **Month 69 (estimated n = 102)** | **Month 81 (estimated n = 98)** |
| 0.10 | $241,498 | $233,024 | $224,550 | $216,077 | $207,603 |
| 0.11 | $265,647 | $256,326 | $247,005 | $237,684 | $228,364 |
| 0.12 | $289,797 | $279,629 | $269,460 | $259,292 | $249,124 |
| 0.13 | $313,947 | $302,931 | $291,916 | $280,900 | $269,884 |
| 0.14 | $338,097 | $326,234 | $314,371 | $302,508 | $290,644 |
| 0.15 | $362,246 | $349,536 | $336,826 | $324,115 | $311,405 |
| 0.16 | $386,396 | $372,838 | $359,281 | $345,723 | $332,165 |
| 0.17 | $410,546 | $396,141 | $381,736 | $367,331 | $352,925 |
| 0.18 | $434,696 | $419,443 | $404,191 | $388,938 | $373,686 |

***Table 3: Illustrative Avoidance of Shelter Stay Payments***

| **ATE** | **Outcome Payment Calculation Date** | | | | |
|---|---|---|---|---|---|
| **Improvement Over Control Group** | **Month 33 (estimated n = 114)** | **Month 45 (estimated n = 110)** | **Month 57 (estimated n = 106)** | **Month 69 (estimated n = 102)** | **Month 81 (estimated n = 98)** |
| 0.109 | $508,720 | $490,871 | $473,021 | $455,171 | $437,321 |
| 0.119 | $555,392 | $535,905 | $516,417 | $496,930 | $477,442 |
| 0.129 | $602,064 | $580,939 | $559,814 | $538,689 | $517,563 |
| 0.139 | $648,735 | $625,973 | $603,210 | $580,447 | $557,685 |
| 0.149 | $695,407 | $671,007 | $646,606 | $622,206 | $597,806 |
| 0.159 | $742,078 | $716,041 | $690,003 | $663,965 | $637,927 |
| 0.169 | $788,750 | $761,075 | $733,399 | $705,724 | $678,048 |

## II. Calculation of Prorated Outcome Payments

[1] HUD Family Options Study Long-term Outcomes Report (2016). Exhibit 3-5. https://www.huduser.gov/portal/sites/default/files/pdf/Family-Options-Study-Full-Report.pdf.

In the event that a Project Family has a recorded Exit From Evaluation, prorated outcome payments will be calculated for the Prorated Permanent Housing Retention Outcome and Prorated Avoidance of Shelter Stay Outcome (each as defined below and collectively, the "Prorated Outcome Payment") by the Evaluator to reflect the amount of time in the relevant Evaluation Measurement Period before the Project Family had a recorded Exit From Evaluation.

A Prorated Outcome Payment shall be included in each Evaluator Report and Outcome Payment Invoice, when applicable. To avoid double payments, if a Project Family is counted for a Prorated Outcome Payment, it may not be also counted for an ordinary Outcome Payment.

If statistical significance has been achieved for the ordinary Outcome Payment at any Outcome Payment Calculation Date, the Evaluator will calculate Prorated Outcome Payments as follows:

A. <u>Prorated Permanent Housing Retention Outcome Payment</u>. For any Project Family that retained permanent housing (as defined in Schedule 2 (Project Evaluation)) prior to having a recorded Exit From Evaluation, the Evaluator will add to the Outcome Payment Invoice an amount equal to $1,765.33 multiplied by the number of complete months that elapsed in the Project Family's relevant Evaluation Measurement Period (a "Prorated Permanent Housing Retention Outcome Payment").

*For example, if a Project Family has a recorded Exit From Evaluation two (2) months after their Evaluation Measurement Period begins but retains permanent housing during that period, the Prorated Permanent Housing Retention Outcome Payment will be $1,765.33 * 2 months = $3,530.66.*

B. <u>Prorated Avoidance of Shelter Stay Outcome Payment</u>. For any Project Family that avoided a shelter stay prior to having a recorded Exit From Evaluation, the Evaluator will add to the Outcome Payment Invoice an amount equal to $3,411.67 multiplied by the number of months that elapsed in the Project Family's relevant Evaluation Measurement Period (a "Prorated Avoidance of Shelter Stay Outcome Payment").

*For example, if a Project Family has a recorded Exit From Evaluation two (2) months after their Evaluation Measurement Period begins but avoids a shelter stay during that period, the Prorated Avoidance of Shelter Stays Outcome Payment shall be $3,411.67 * 2 months = $6,823.34.*

## III. Distribution of Outcome Payments

The aggregate amount of Outcome Payments payable by Payor will not exceed $9,640,323.00.

There is no cap on the total amount of Outcome Payments available for any individual Outcome Payment, as long as the total amount of Outcome Payments paid throughout the duration of the Project does not exceed $9,640,323.00.

**SCHEDULE 4**
**GOVERNANCE AND REPORTING**

| | |
|---|---|
| **Overview** | Governance is comprised of governance committees; Change Management Procedures; and reporting.<br><br>**Governance** will be organized into two committees: (a) an Executive Committee and (b) a Management Committee. The Management Committee may choose to convene operating committees as needed throughout the term of the Project. Intermediary shall be responsible for scheduling all governance meetings, proposing an agenda in advance and circulating notes and follow-ups after. The roles and responsibilities of each committee are detailed below.<br><br>**The Change Management Procedures** lay out the process and protocols for implementing changes to the Project detailed in the Agreement. The Change Management Procedures do not apply to Project activities not governed by the Agreement.<br><br>**Reports** will be comprised of key operational and evaluation interim metrics and will be reviewed by the Executive Committee and the Management Committee to track the Project's progress. |
| **COMMITTEE STRUCTURE** | |
| **Executive Committee** | **Purpose:** The Executive Committee (the "Executive Committee") provides strategic direction, vision and goals to the Project. The Executive Committee will monitor compliance with the Agreement and the members of the Executive Committee will champion the Project within their respective organizations.<br><br>**Key Responsibilities.** The Executive Committee will have the following responsibilities:<br>• Provide strategic direction, vision, and goals for the Project;<br>• Provide leadership to ensure that the goals of the Project are on track or implement corrective actions to bring the Project back on track, including approving Project Change Requests for any material changes likely to materially affect the timing or amount of any Outcome Payments, at the direction of the Management Committee;<br>• Review and approve any amendments to the Project agreements, as applicable;<br>• Review and approve Project Change Requests as described below.<br><br>**Participants**. The Executive Committee shall be comprised of representatives from the following parties ("Executive Committee Members"):<br>• Designee, State of Delaware<br>• Designee, Intermediary<br>• Designee, New Castle County Executive<br>• Designee, New Castle County, Department of Community Services |

| | |
|---|---|
| | Management Committee members shall be invited to Executive Committee meetings as observers.<br><br>**Additional Observation Rights.** The Executive Committee shall have up to three (3) observer seats for Funding Partners. Each Designee may bring additional members of their organization as non-voting parties, to the extent reasonable. The Hope Center may invite up to two (2) Project Family representatives to attend as observers.<br><br>**Meeting Frequency.** Semi-annually, and as requested by the Management Committee. Meetings may take place in person, by telephone, or via web-based conferencing platform.<br><br>Any of the Designees may call for a special Executive Committee meeting with reasonable notice to discuss an urgent matter. The notice for a special Executive Committee meeting shall be emailed to each member of the Executive Committee and shall include the agenda and reason for the special meeting.<br><br>**Reporting.** Semi-annually, before the upcoming meeting, the Executive Committee will receive the most recent Program Report.<br><br>**Approvals.** Items requiring approval of the Executive Committee shall be decided by a simple majority vote of its Designees. A quorum shall be established when at least two-thirds (2/3) of the Designees participate, whether virtually or in person. |
| **Management Committee** | **Purpose.** The Management Committee (the "Management Committee") provides direction to the Project and ensures Management Committee members will work within their organizations to implement the Project at the highest quality.<br><br>**Key Responsibilities.** The Management Committee will have the following responsibilities:<br><br>• Set the Service Commencement Date per Section 2.2 of the Agreement;<br>• Identify and resolve business decisions raised under the Agreement;<br>• Forward amendments to the Agreement to the Executive Committee;<br>    o All issues and changes pertaining to Schedule 2 (Project Evaluation) must be reviewed and approved by the Evaluator, unless otherwise noted in Schedule 2 (Project Evaluation);<br>• Monitor and review the reports listing the Reporting Table below;<br>• Ensure data flows between the Evaluator and the other Project parties are working as intended per Schedule 2 (Project Evaluation);<br>• Establish *ad hoc* operating committees as necessary;<br>• Review and verify Outcome Payment Invoices (Schedule 3 (Calculation of Outcome Payments); Revised Project Budgets (Section 9.1(h) and 9.2 (e)(i) and (f)(i) of the Agreement);<br>• Develop and approve public-facing materials; and<br>• Review and approve Project Change Requests as described below.<br><br>The Management Committee will identify the policy and contractual issues and/or decisions (such as those related to public disclosure of the launch and results of the Project, or proposed amendments impacting Project budget or Project total |

| | |
|---|---|
| | enrollment) to raise with the Executive Committee, provided that changes altering the terms of the Agreement are subject to Article VIII of the Agreement.<br><br>**Members.** The Management Committee shall be comprised of representatives from each of the Parties as follows:<br>• Designee from the Hope Center<br>• Designee, New Castle County Executive<br>• Designee, Intermediary<br><br>Intermediary shall have the responsibility for ensuring Change Management Procedures are followed. Intermediary shall also be responsible for engaging in an informal manner with the Management Committee and shall be the liaison to the Executive Committee.<br><br>**Additional Observation Rights.** The Payor or the Intervention Provider may request the attendance of the Vendors at a Management Committee meeting to share lessons and insights. With reasonable notice and consistent with the terms of the Vendor contracts, up to two (2) representatives shall attend such Management Committee Meeting as non-voting members. Each Designee may bring additional members of their organization as non-voting parties, to the extent reasonable.<br><br>Any member of the Management Committee may request the attendance of the Evaluator at a Management Committee meeting. With reasonable notice and consistent with the terms of the Evaluation Agreement, the Evaluator will be required to attend such Management Committee Meeting.<br><br>**Meeting Frequency.** Monthly through the first year of the Project; and at the discretion of the Management Committee thereafter, but no less than quarterly. Meetings may take place in person, by telephone, or via web-based conferencing platform.<br><br>Any of the members of the Management Committee may call for a special meeting of the Management Committee to discuss an urgent matter. The notice for the special meeting of the Management Committee shall include the agenda and reason for the special meeting.<br><br>**Approvals.** Items requiring approval of the Management Committee shall be decided by a simple majority vote of its Designees. A quorum shall be established when at least two-thirds (2/3) of the Designees participate, whether virtually or in person. |
| **CHANGE MANAGEMENT PROCEDURES** | |
| **Overview** | **The following process will be used to coordinate and control any changes to the responsibilities outlined in the agreements governing the Project in order to ensure timely response to all proposed changes with input by the appropriate governing bodies. Some proposed changes may require amendments to the agreements governing the Project.**<br><br>Project Change Requests must be submitted in writing to the Management Committee (a form of which is attached hereto as <u>Appendix A</u>) (each, a “Project Change Request”), together with relevant supporting documentation. The |

| | |
|---|---|
| | Management Committee will review, classify and respond to Project Change Requests in a timely fashion, including convening interim meetings if required.<br><br>**Prior Written Approval by Treasury**. Certain Project changes cannot be made without written approval of Treasury because they are set forth in the General Terms and Conditions of the Award Agreement. Prior to submitting a Project Change Request for approval, the Management Committee shall determine if the related change will require prior approval of Treasury. If such Treasury approval is required, Payor shall obtain written approval of Treasury prior to the submission of the Project Change Request.<br><br>**Role of Management Committee.** The Management Committee may utilize Project Change Requests to approve non-material changes to the Project and its implementation as specified in the Schedules, including but not limited to the roles and responsibilities outlined in Schedule 1 (Operating Responsibilities), Schedule 2 (Project Evaluation), and Schedule 4 (Governance and Reporting).<br><br>**Role of Executive Committee.** The Executive Committee may utilize the Project Change Requests to approve of any material changes likely to materially affect the timing or amount of any Outcome Payments such as modifications to the definition of the Payment Outcomes; material changes to data or measurement; or significant modifications as to the timing of the Project. |
| **Process** | The Management Committee will convene as needed to review and make a decision on any Project Change Requests. Such decisions or recommendations will be made within the process and timeframe recommended by the Management Committee. Project Change Requests requiring Executive Committee input will be provided to the Executive Committee with a recommendation from the Management Committee. The Executive Committee will review and make a decision within the timeframe requested in the Project Change Request.<br><br>All decisions will be documented by Intermediary in a change summary report which will include the Project Change Request, supporting documentation including notes from the discussion, and the decision with respect to the Project Change Request. |

| REPORTING | |
|---|---|
| | **Reporting for purposes of project governance will be as follows.** |

| Report Name | Frequency | Distribution | Source |
|---|---|---|---|
| **Program Report** | Quarterly, in advance of Management Committee meetings | Management Committee | Evaluator, Intermediary |
| **Semi-annual Program Report** | Semi-annually, in advance of semi-annual Executive Committee meetings | Executive Committee | Management Committee |
| **Evaluator Report** | Annually, due within six (6) weeks following each Data Collection Period. | Executive Committee<br><br>Management Committee | Evaluator |
| **Outcome Payment Invoice** | Annually, due with Evaluator Report, for approval prior to Payor submitting to Treasury for payment. | Management Committee | Evaluator |

**Appendix B** – **Project Change Request Form**

| PROJECT CHANGE REQUEST FORM | | |
|---|---|---|
| **A. Change Requested** | | |
| **Title:** | | |
| **Date Submitted:** | **Requested Implementation Date:** | |
| **Prepared By:** | **Department / Unit:** | **Date:** |
| **B. Brief Description of Change** | | |
| | | |
| **C. Reason/Justification for Change** | | |
| | | |
| **D. Impact of Change** | | |
| ***Area(s) Impacted*** | ***Provide a Brief Description of Impact (i.e. How, What)*** | *Level of Review Required* |
| ☐ **SIPPRA Award Agreement** | | |
| ☐ **Evaluation** | . | |
| ☐ **Finance / Contract** | | |
| ☐ **Operations** | | |
| ☐ **Other** | | |
| ***Expected Benefits of Change:*** | | |
| | | |
| ***Impact of Not Approving this Change:*** | | |
| | | |
| ***User Notification:*** | | |
| **Were Stakeholders Notified:** ☐ **Yes** ☐ **No** ☐ **Not Applicable**<br>**Was written approval of US Department of Treasury obtained?** ☐ **Yes** ☐ **No** ☐ **Not Applicable** | | |

| **E. Decision** | | | | | |
|---|---|---|---|---|---|
| **Approve** | **Disapprove** | **Pending** | **Approval Level** | **Name(s) / Signature(s)** | **Date** |
| ☐ | ☐ | ☐ | | | |
| ***Comments / Concerns:*** | | | | | |

Prime Sponsor(s): Mr. Cartier
Date of introduction: September 23, 2025

**RESOLUTION NO. 25-178**

**CELEBRATING THE 75th ANNIVERSARY OF THE FOUNDING OF THE VILLAGE OF ARDENCROFT**

**WHEREAS**, Donald Stephens, Hamilton “Buzz” Ware, and Dr. Henry George III founded “New Arden” later formally named Ardencroft in 1950 on 60 acres of land known as Sunset Farms; and

**WHEREAS**, Ardencroft is a sister Georgist village to Arden (1900) and Ardentown (1922) all founded under the motto “Ye are welcome hither”; and

**WHEREAS**, Donald Stephens expanded the motto with the following quote as reported in a local newspaper on June 12,1950: “You are welcome hither for here in Ardencroft we do not ask about a man’s religion nor his beliefs nor do we hold any theory of racial superiority”; and

**WHEREAS**, in the 1950s leases were obtained by seventeen African American families and these early leaseholders included prominent persons Louis and Ruth Redding, Dr. Leon and Beulah Anderson and Paulina Young; and

**WHEREAS,** in 1952, Dr. and Mrs. Anderson moved their six children into Ardencroft and enrolled them into Claymont High School and the Arden School; and

**WHEREAS**, in that same year Claymont High School integrated against the policy of the Delaware Department of Education. This action later formed the basis of one of the legal cases presented to the U.S. Supreme Court in the landmark *Brown v. Board of Education* decision that struck down educational racial segregation in the United States; and

**WHEREAS**, Ardencroft’s founding as an intentionally interracial community contributed to the improvement of our communities and nation as we moved on the path to ending racial segregation by enacting landmark civil rights legislation; and

**WHEREAS,** at a time of suburban postwar expansion in Brandywine Hundred where racial and religious housing covenants and restrictions were typical, Ardencroft’s founders created a community open to all without regard to race or religion and envisioned a new future for all people to live together in harmony.

**NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle County that County Council celebrates the 75th Anniversary of the founding of the Village of Ardencroft and its pioneering efforts on behalf of racial and religious equality.

Adopted by County Council
of New Castle County on:

______________________________

Monique Williams-Johns
President of County Council
of New Castle County

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

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: September 9, 2025

# ORDINANCE NO. 25-113

## AMEND THE FY2025 APPROVED OPERATING BUDGET: REALIGN FUNDING WITHIN THE GENERAL FUND BENEFIT BUDGET LINE ITEM TO PROVIDE FUNDING FOR HEALTHCARE EXPENSES

**WHEREAS**, realignment of funds is required for the County's FY2025 healthcare expenses; and

**WHEREAS,** the General Fund Benefit Budget Line Item will require a realignment of $280,000 from the Department of Public Safety to the Department of County Executive $140,000 and the Department of Community Services $140,000; and

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

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

Section 1. The Annual Operating Budget for the fiscal year beginning July 1, 2024, is hereby amended by deleting the material stricken and adding the material underscored on the attached "Exhibit A."

Section 2. The foregoing amendment shall be considered a part of the Annual Operating Budget for the fiscal year beginning July 1, 2024, and shall be effective retroactively as though incorporated initially in the Annual Operating Budget.

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

Adopted by County Council of
New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

____________________________
Marcus Henry
County Executive
New Castle County

**SYNOPSIS:** This Ordinance, if approved, amends the FY2025 Approved Operating Budget Benefit Budget Line Item by realigning $280,000 from the Department of Public Safety to the Department of County Executive $140,000 and the Department of Community Services $140,000. This realignment of funds is necessary to cover the County's FY2025 healthcare expenses.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to June 30, 2025.

**FISCAL NOTE:** This Ordinance, if approved, amends the FY2025 Approved Operating Budget Benefit Budget Line Item by realigning $280,000 from the Department of Public Safety to the Department of County Executive $140,000 and the Department of Community Services $140,000. This realignment of funds is necessary to cover the County's FY2025 healthcare expenses.

This realignment of funding will result in no increase to the FY2025 Approved Operating Budget as the legislation is a transfer of funds between Departments and within the same fund.

Acknowledged by the Chief Financial Officer August 28, 2025.

## EXHIBIT A1

### COUNTY COUNCIL

| | | | |
|---|---|---|---|
| Salaries and Wages | | $ | 2,502,060 |
| Benefits | | | 1,464,432 |
| Training and Civic Affairs | | | 87,104 |
| Communication and Utilities | | | 18,693 |
| Materials and Supplies | | | 35,660 |
| Contractual Services | | | 255,088 |
| Equipment | | | 14,580 |
| Grants and Fixed Charges | | | 348,221 |
| Operating Transfer Charges | | | 175,627 |
| ***Total*** | | ***$*** | ***4,901,465*** |
| ***Total Authorized Full-Time Positions*** ***35*** | | | |

### COUNTY EXECUTIVE

| | | | |
|---|---|---|---|
| Salaries and Wages | | $ | 2,315,184 |
| Benefits | ~~1,190,296~~ | | 1,330,296 |
| Training and Civic Affairs | | | 51,178 |
| Communication and Utilities | | | 21,637 |
| Materials and Supplies | | | 19,836 |
| Contractual Services | | | 333,922 |
| Equipment | | | 7,223 |
| Grants and Fixed Charges | | | 638,000 |
| Contingency | | | 1,707 |
| Operating Transfer Charges | | | 105,264 |
| ***Total*** | ***~~4,684,247~~*** | ***$*** | ***4,824,247*** |
| ***Total Authorized Full-Time Positions*** ***17*** | | | |

**DEPARTMENT OF ADMINISTRATION**

| | | |
|---|---|---|
| Salaries and Wages | $ | 12,801,592 |
| Benefits | | 7,410,198 |
| Training and Civic Affairs | | 137,998 |
| Communication and Utilities | | 8,288,872 |
| Materials and Supplies | | 181,928 |
| Contractual Services | | 7,821,586 |
| Equipment | | 523,161 |
| Grants and Fixed Charges | | 3,972,098 |
| Operating Transfer Charges | | 1,143,524 |
| Operating Transfer Credits | | (12,812,422) |
| ***Total*** | ***$*** | ***29,468,535*** |

***Total Authorized Full-Time Positions 168***

**DEPARTMENT OF PUBLIC WORKS**

| | | |
|---|---|---|
| Salaries and Wages | $ | 25,362,106 |
| Benefits | | 14,728,052 |
| Training and Civic Affairs | | 45,445 |
| Communication and Utilities | | 26,468,271 |
| Materials and Supplies | | 4,917,279 |
| Contractual Services | | 10,847,289 |
| Equipment | | 508,481 |
| Grants and Fixed Charges | | 1,193,025 |
| Land and Structures | | 54,700 |
| Operating Transfer Charges | | 4,574,405 |
| Operating Transfer Credits | | (7,722,122) |
| ***Total*** | ***$*** | ***80,976,931*** |

***Total Authorized Full-Time Positions 389***

**DEPARTMENT OF LAND USE**

| | | | |
|---|---|---|---|
| Salaries and Wages | | $ | 7,994,998 |
| Benefits | | | 4,647,275 |
| Training and Civic Affairs | | | 59,575 |
| Communication and Utilities | | | 111,242 |
| Materials and Supplies | | | 103,127 |
| Contractual Services | | | 1,429,294 |
| Equipment | | | 74,555 |
| Grants and Fixed Charges | | | 56,500 |
| Operating Transfer Charges | | | 1,061,595 |
| ***Total*** | | ***$*** | ***15,538,161*** |
| ***Total Authorized Full-Time Positions 112*** | | | |

**DEPARTMENT OF COMMUNITY SERVICES**

| | | | |
|---|---|---|---|
| Salaries and Wages | | $ | 12,734,648 |
| Benefits | ~~5,580,637~~ | | 5,720,637 |
| Training and Civic Affairs | | | 24,141 |
| Communication and Utilities | | | 1,473,021 |
| Materials and Supplies | | | 1,600,614 |
| Contractual Services | | | 3,841,213 |
| Equipment | | | 34,474 |
| Grants and Fixed Charges | | | 3,251,065 |
| Operating Transfer Charges | | | 1,174,095 |
| Operating Transfer Credits | | | (225,977) |
| ***Total*** | ***~~29,487,931~~*** | ***$*** | ***29,627,931*** |
| ***Total Authorized Full-Time Positions 162*** | | | |

**DEPARTMENT OF PUBLIC SAFETY**

| | | | | |
|---|---|---|---|---|
| Salaries and Wages | | | $ | 73,434,429 |
| Benefits | | ~~40,673,121~~ | | 43,402,944 |
| Training and Civic Affairs | | | | 164,155 |
| Communication and Utilities | | | | 1,040,163 |
| Materials and Supplies | | | | 1,490,737 |
| Contractual Services | | | | 2,131,317 |
| Equipment | | | | 1,773,283 |
| Grants and Fixed Charges | | | | 8,345,222 |
| Operating Transfer Charges | | | | 7,843,655 |
| Intragovernmental Service Credits | | | | |
| ***Total*** | | ***~~136,896,082~~*** | ***$*** | ***139,625,905*** |
| ***Total Authorized Full-Time Positions*** | ***727*** | | | |

**REGISTER OF WILLS**

| | | | |
|---|---|---|---|
| Salaries and Wages | | $ | 1,131,352 |
| Benefits | | | 643,880 |
| Training and Civic Affairs | | | 34,950 |
| Communication and Utilities | | | 12,209 |
| Materials and Supplies | | | 10,053 |
| Contractual Services | | | 62,715 |
| Equipment | | | 2,800 |
| Operating Transfer Charges | | | 82,214 |
| ***Total*** | | ***$*** | ***1,980,173*** |
| ***Total Authorized Full-Time Positions*** | ***20*** | | |

**RECORDER OF DEEDS**

| | | | |
|---|---|---|---|
| Salaries and Wages | | $ | 1,202,298 |
| Benefits | | | 691,663 |
| Training and Civic Affairs | | | 40,170 |
| Communication and Utilities | | | 29,829 |
| Materials and Supplies | | | 10,573 |
| Contractual Services | | | 98,478 |
| Equipment | | | 9,975 |
| Grants and Fixed Charges | | | 18,350 |
| Operating Transfer Charges | | | 162,265 |
| ***Total*** | | $ | ***2,263,601*** |
| ***Total Authorized Full-Time Positions*** | ***23*** | | |

**SHERIFF**

| | | |
|---|---|---|
| Salaries and Wages | $ | 1,353,771 |
| Benefits | | 788,603 |
| Training and Civic Affairs | | 29,452 |
| Communication and Utilities | | 14,993 |
| Materials and Supplies | | 21,259 |
| Contractual Services | | 55,999 |
| Equipment | | 5,000 |
| Operating Transfer Charges | | 142,020 |
| ***Total*** | ***$*** | ***2,411,097*** |
| ***Total Authorized Full-Time Positions 21*** | | |

**CLERK OF THE PEACE**

| | | |
|---|---|---|
| Salaries and Wages | $ | 477,910 |
| Benefits | | 279,717 |
| Training and Civic Affairs | | 9,600 |
| Communication and Utilities | | 4,484 |
| Materials and Supplies | | 8,754 |
| Contractual Services | | 23,268 |
| Equipment Replacement | | 2,000 |
| Operating Transfer Charges | | 30,824 |
| ***Total*** | ***$*** | ***836,557*** |
| ***Total Authorized Full-Time Positions 7*** | | |

**DEBT SERVICE**

| | | |
|---|---|---|
| Debt Service | $ | 45,578,427 |
| ***Total*** | ***$*** | ***45,578,427*** |
| ***Total Authorized Full-Time Positions*** | | |

**ETHICS COMMISSION**

| | | |
|---|---|---|
| Salaries and Wages | $ | 42,200 |
| Benefits | | 4,181 |
| Training and Civic Affairs | | 10,464 |
| Communication and Utilities | | 2,134 |
| Materials and Supplies | | 2,450 |
| Contractual Services | | 235,747 |
| Equipment | | 300 |
| Operating Transfer Charges | | 6,360 |
| ***Total*** | ***$*** | ***303,836*** |
| ***Total Authorized Full-Time Positions 0*** | | |

**COUNCIL CONTINGENCY**

| | | |
|---|---|---|
| Contingency | $ | 152,673 |
| ***Total*** | ***$*** | ***152,673*** |
| ***Total Authorized Full-Time Positions*** | | |

**EXECUTIVE CONTINGENCY**

| | | |
|---|---|---|
| Contingency | $ | 0 |
| ***Total*** | ***$*** | ***0*** |
| ***Total Authorized Full-Time Positions*** | | |

**PERSONNEL CONTINGENCY**

| | | |
|---|---|---|
| Contingency | $ | 105,500 |
| ***Total*** | ***$*** | ***105,500*** |
| ***Total Authorized Full-Time Positions*** | | |

**ATTRITION CONTINGENCY**

| | | |
|---|---|---|
| Personal Services - Salaries and Wages | $ | 0 |
| Personal Services - Employee Benefits | $ | 0 |
| ***Total*** | ***$*** | ***0*** |
| ***Total Authorized Full-Time Positions*** | | |

**ONE-TIME CONTINGENCY**

| | | |
|---|---|---|
| Contingency | $ | 11,880 |
| ***Total*** | ***$*** | ***11,880*** |

**NEW CASTLE COUNTY**

| | | |
|---|---|---|
| Salaries and Wages | $ | 141,352,548 |
| Benefits | | 81,111,878 |
| Training and Civic Affairs | | 694,232 |
| Communication and Utilities | | 37,485,548 |
| Materials and Supplies | | 8,402,270 |
| Contractual Services | | 27,135,916 |
| Equipment | | 2,955,832 |
| Grants and Fixed Charges | | 17,822,481 |
| Debt Service | | 45,578,427 |
| Land and Structures | | 54,700 |
| Contingency | | 271,760 |
| Operating Transfer Charges | | 16,501,848 |
| Operating Transfer Credits | | (20,760,521) |
| ***Sub-Total New Castle County*** | ***$*** | **358,606,919** |

***Total Authorized Full-Time Positions 1,681***

**RESERVE ACCOUNTS ANTICIPATED BALANCES AS OF JUNE 24, 2025 (UNAUDITED)**

| | |
|---|---|
| Tax Stabilization Reserve Account | 61,495,003 |
| Sewer Rate Stabilization Reserve Account | 5,620,512 |
| General Fund Budget Reserve Account | 45,312,006 |
| Sewer Fund Budget Reserve Account | 18,734,142 |
| ***Total Reserves:*** | **131,161,663** |

Primary Sponsor(s): Ms. William-Johns
Requested by: Administration/HR
Date of Introduction: September 9, 2025

# ORDINANCE NO. 25-114

## TO AMEND THE PAY PLAN AND RATES OF PAY FOR CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 3109, TO CHANGE THE POSITION TITLE OF EMERGENCY PREPAREDNESS PLANNER TO EMERGENCY MANAGEMENT PLANNER AND ADOPT THE REVISED CLASS SPECIFICATION

**WHEREAS**, the Department of Public Safety, Division of Office of Emergency Management has determined it necessary that the class specification for the Emergency Preparedness Planner needed to be revised to reflect the work currently being performed to include changing the job class title to Emergency Management Planner to better describe the classification; and

**WHEREAS**, the Office of Human Resources determined that this change does not require review by the Human Resources Advisory Board since it is below a Pay Grade 28; and

**WHEREAS**, the Chief Human Resources Officer, reviewed and recommended the changes to the class specification for Emergency Preparedness Planner in 2022 including changing the title to Emergency Management Planner but the Pay Plan and Rates of Pay for Classified Service Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109 was never updated; and

**WHEREAS**, the Chief Human Resources Officer, reviewed and recommended to change the title of the Emergency Preparedness Planner to Emergency Management Planner on the Pay Plan and Rates of Pay for Classified Service Employees Council 81, AFSCME, AFL-CIO, Affiliate Local 3109.

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

Section 1. The revised Class Specification for Emergency Management Planner is adopted as set forth in Exhibit “A.”

Section 2. The Pay Plan and Rates of Pay for Classified Service Professional Employees Represented by the Delaware Public Employees Council 81, AFSCME, ALF-CIO, Affiliate Local 3109, for the period July 1, 2025 through June 30, 2026 as set forth in Exhibit “B”, is hereby amended by adding the material that is underscored and deleting the material that is stricken.

Section 3. The Pay Plan and Rates of Pay for Classified Service Professional Employees Represented by the Delaware Public Employees Council 81, AFSCME, ALF-CIO, Affiliate Local 3109, effective July 1, 2026 as set forth in Exhibit “C”, is hereby amended by adding the material that is underscored and deleting the material that is stricken.

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

Adopted by Council of
New Castle County on:

________________________________
Monique Williams-Johns
President of Council
of New Castle County

Approved on:

________________________________
Marcus Henry
County Executive
New Castle County

**SYNOPSIS**: This Ordinance, if approved, updates the position title of Emergency Preparedness Planner to Emergency Management Planner on the Pay Plan and Rates of Pay for Classified Service Professional Employees Represented by the Delaware Public Employees Council 81, AFSCME, ALF-CIO, Affiliate Local 3109, and adopts the revised class specification as reviewed and recommended by the Chief Human Resources Officer.

**FISCAL NOTE**: This Ordinance, if approved, updates the position title of Emergency Preparedness Planner to Emergency Management Planner on the Pay Plan and Rates of Pay for Classified Service Professional Employees Represented by the Delaware Public Employees Council 81, AFSCME, ALF-CIO, Affiliate Local 3109, and adopts the revised class specification as reviewed and recommended by the Chief Human Resources Officer.

There is no discernible fiscal impact as this is a change to job class title only with no change to the Pay Grade.

Acknowledged by the Chief Financial Officer August 26, 2025.

| NEW CASTLE COUNTY GOVERNMENT | Number 1089 |
|---|---|
| | Page 1 of 2 |
| CLASS SPECIFICATION | Date ~~11/02/11~~DRAFT |
| Title: EMERGENCY ~~PREPAREDNESS~~ MANAGEMENT PLANNER | Approved: |

GENERAL STATEMENT OF DUTIES: Performs a wide range of responsible planning and field work pertaining to emergency preparedness, response, training and property protection; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class is assigned to plan, research and organize tasks relating to the mitigation of, preparation for, response to and recovery from natural and technological disasters and major emergencies. Duties include field and office investigative work including emergency response to incidents as required. This employee serves as the Department of Public Safety's primary representative to incidents involving hazardous materials and medium to large scale disasters and serves as the alternate to the ~~Coordinator of Emergency Planning~~Emergency Management Coordinator/Assistant Chief of Emergency Management in managing the Emergency Operations Center during major emergencies and disasters. The Department of Public Safety operates 24/7 and this employee may be required to work extended hours such as early mornings, nights and weekends. This employee works under the supervision of the ~~Coordinator of Emergency Planning~~Emergency Management Coordinator/Assistant Chief of Emergency Management but exercises considerable judgment in the performance of duties.

EXAMPLES OF WORK: (Illustrative only)

- Develops, maintains and prepares assigned portions of comprehensive emergency operation plans and reviews plans for conformity to emergency management principles and to principles of good planning;
- Develops and maintains an emergency information system pertaining to the availability of resources and facilities for use during disasters and emergencies;
- Develops standard operating procedures for emergency management functions;
- Consults with emergency care, response and planning agencies to assist in developing and maintaining integrated emergency operation programs;
- Coordinates emergency staff support for emergency operations, drills and exercises;
- ~~Prepares, monitors, and administers grant budget requests, expenditures and grant funding opportunities~~;
- Researches special unmet needs of the population required during emergencies and develops strategies to meet such needs;
- Serves on emergency planning committees;
- Coordinates the set-up and staffing of the Emergency Operations Center in times of critical incidents;
- Gives public presentations and lectures;
- Locates, collects, compiles and organizes statistical and other data essential to various emergency management planning efforts;
- Prepares and reviews hazardous vulnerability studies;
- Maintains records of shelters, warning systems, training and radiological protective equipment;
- Develops and provides training programs for emergency response personnel;
- May assist or participate in the supervision of designated staff;

| **NEW CASTLE COUNTY GOVERNMENT** | **Number** 1089 |
|---|---|
| | **Page** 2 of 2 |
| **CLASS SPECIFICATION** | **Date** ~~11/02/11~~DRAFT |
| **Title:** EMERGENCY ~~PREPAREDNESS~~ MANAGEMENT PLANNER | **Approved:** |

- Promotes an ongoing attitude of dedication to excellent public service and ensures that external and internal customers are provided with the highest quality of service;
- Operates a personal computer and other related equipment in the course of the work.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of planning concepts and emergency management principles; good knowledge of emergency services and resources; ability to utilize multiple technologies and communication devices to efficiently perform duties; skill in report writing and in preparing written plans, charts and graphs; good knowledge of chemical, biological, and radiological monitoring and detection; some knowledge of Federal, State, and local Homeland Security operations; ability to perform independent research and to draw valid conclusions; ability to develop and conduct training programs; ability to communicate courteously and effectively, both verbally and in writing; ability to establish and maintain effective working relationships with other employees, ~~general managers~~, outside agencies and the public.~~; ability to supervise~~.

MINIMUM QUALIFICATIONS: At least two (2) years of experience in emergency management and possession of a Bachelor's Degree from an accredited college or university; or an equivalent combination of experience, education or training directly related to the required knowledge, skills and abilities.

PREFERRED QUALIFICATIONS: Completion of ICS 100 & 200 Level Courses.

ADDITIONAL REQUIREMENTS: Must pass a Class III and HAZMAT County physical examination and background check. Possession of a valid Delaware Class D driver's license or its equivalent. The employee shall complete the Emergency Vehicle Operators Course and License within 6 months of date of hire and complete the Hazardous Material Technician Certification prior to the end of the probationary period. The employee shall take the following Federal Emergency Management Agency sponsored training during the course of employment as funds and scheduling permit:

Incident Response to Terrorism Series
ICS Advanced Courses (300 & 400 level)

HISTORY OF REVISIONS:

| | |
|---|---|
| Established: | 03/26/85 |
| Revised: | 04/17/89 |
| Revised: | 01/19/93 |
| Revised: | 07/01/97 |
| Revised: | 05/01/01 |
| Revised: | 08/22/06 |
| Revised: | 04/21/08 |
| Revised: | 11/02/11 |
| Revised: | DRAFT |

## *PAY PLANS AND RATES OF PAY FOR CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 3109*

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HOUSING SPECIALIST | 19 | 41,429 | 43,501 | 45,676 | 47,961 | 50,358 | 52,877 | 55,522 | 58,298 | 61,214 | 64,274 | 67,487 |
| RECREATION SPECIALIST | 19 | | | | | | | | | | | |
| AUTOMOTIVE PARTS SUPERVISOR | 22 | 47,961 | 50,358 | 52,877 | 55,522 | 58,298 | 61,214 | 64,274 | 67,490 | 70,862 | 74,408 | 78,129 |
| COMMUNITY SERVICES COORDINATOR | 23 | 50,358 | 52,877 | 55,522 | 58,298 | 61,214 | 64,274 | 67,490 | 70,862 | 74,408 | 78,128 | 82,034 |
| CUSTOMER INFO AND ASSISTANCE COORD | 23 | | | | | | | | | | | |
| HEALTH SERVICES NURSE | 23 | | | | | | | | | | | |
| ASSESSMENT ANALYST | 24 | 52,877 | 55,522 | 58,298 | 61,214 | 64,274 | 67,490 | 70,862 | 74,408 | 78,128 | 82,034 | 86,136 |
| EMERGENCY MANAGEMENT PLANNER | 24 | | | | | | | | | | | |
| ~~EMERGENCY PREPAREDNESS PLANNER~~ | ~~24~~ | | | | | | | | | | | |
| HOUSING FINANCIAL ADVISOR | 24 | | | | | | | | | | | |
| PLANNER I | 24 | | | | | | | | | | | |
| PROGRAM ANALYST | 24 | | | | | | | | | | | |
| JUNIOR SYSTEMS PROGRAMMER | 26 | 58,298 | 61,214 | 64,274 | 67,490 | 70,862 | 74,408 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 |
| LIBRARIAN I | 26 | | | | | | | | | | | |
| PENSION PROGRAM ANALYST | 26 | | | | | | | | | | | |
| PLANNER II | 26 | | | | | | | | | | | |
| BUDGET AND PROCEDURES ANALYST | 27 | 61,214 | 64,274 | 67,490 | 70,862 | 74,408 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 | 99,712 |
| COORDINATOR OF EMERGENCY PLANNING | 28 | 64,274 | 67,490 | 70,862 | 74,408 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 | 99,713 | 104,699 |
| HOUSING MANAGEMENT ANALYST | 28 | | | | | | | | | | | |
| INFORMATION SYSTEMS SPECIALIST | 28 | | | | | | | | | | | |
| LANDSCAPE ARCHITECT | 28 | | | | | | | | | | | |
| SENIOR PENSION PROGRAM ANALYST | 28 | | | | | | | | | | | |
| SEWER SYSTEM ANALYST | 28 | | | | | | | | | | | |
| SYSTEMS PROGRAMMER | 28 | | | | | | | | | | | |
| TRAFFIC ENGINEER | 28 | | | | | | | | | | | |
| SENIOR BUDGET AND PROCEDURES ANALYST | 29 | 67,490 | 70,862 | 74,408 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 | 99,713 | 104,699 | 109,933 |
| INFORMATION SYSTEMS COORDINATOR | 30 | 70,862 | 74,408 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 | 99,713 | 104,699 | 109,934 | 115,431 |
| OPERATIONS ENGINEER | 30 | | | | | | | | | | | |
| PARKS DEVELOPMENT PLANNER | 30 | | | | | | | | | | | |
| PLANNER III | 30 | | | | | | | | | | | |
| TRAINING ADMINISTRATOR | 30 | | | | | | | | | | | |
| SENIOR NETWORK ENGINEER | 31 | 74,408 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 | 99,713 | 104,699 | 109,934 | 115,431 | 121,203 |
| GEOGRAPHIC INFORMATION SYSTEMS MANAGER | 32 | 78,128 | 82,034 | 86,136 | 90,442 | 94,964 | 99,713 | 104,699 | 109,934 | 115,431 | 121,202 | 127,262 |
| CHIEF PROCUREMENT OFFICER | 34 | 86,136 | 90,442 | 94,964 | 99,713 | 104,699 | 109,934 | 115,431 | 121,202 | 127,261 | 133,625 | 140,306 |

***Effective: 07/01/2025 (Ord 24-150)***
***Revised: 11/19/2024 (Ord 24-160)***
***Revised: 04/24/2025 (Ord 25-042)***
***Revised: xx/xx/xxxx (Ord 25-xxx)***

## *PAY PLANS AND RATES OF PAY FOR*
## *CLASSIFIED SERVICE PROFESSIONAL EMPLOYEES REPRESENTED BY THE DELAWARE PUBLIC EMPLOYEES COUNCIL 81, AFSCME, AFL-CIO, AFFILIATE LOCAL 3109*

| CLASSIFICATION | PAY GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HOUSING SPECIALIST | 19 | 42,465 | 44,589 | 46,818 | 49,160 | 51,617 | 54,199 | 56,910 | 59,755 | 62,744 | 65,881 | 69,174 |
| RECREATION SPECIALIST | 19 | | | | | | | | | | | |
| AUTOMOTIVE PARTS SUPERVISOR | 22 | 49,160 | 51,617 | 54,199 | 56,910 | 59,755 | 62,744 | 65,881 | 69,177 | 72,634 | 76,268 | 80,082 |
| COMMUNITY SERVICES COORDINATOR | 23 | 51,617 | 54,199 | 56,910 | 59,755 | 62,744 | 65,881 | 69,177 | 72,634 | 76,268 | 80,081 | 84,085 |
| CUSTOMER INFO AND ASSISTANCE COORD | 23 | | | | | | | | | | | |
| HEALTH SERVICES NURSE | 23 | | | | | | | | | | | |
| ASSESSMENT ANALYST | 24 | 54,199 | 56,910 | 59,755 | 62,744 | 65,881 | 69,177 | 72,634 | 76,268 | 80,081 | 84,085 | 88,289 |
| EMERGENCY MANAGEMENT PLANNER | 24 | | | | | | | | | | | |
| ~~EMERGENCY PREPAREDNESS PLANNER~~ | ~~24~~ | | | | | | | | | | | |
| HOUSING FINANCIAL ADVISOR | 24 | | | | | | | | | | | |
| PLANNER I | 24 | | | | | | | | | | | |
| PROGRAM ANALYST | 24 | | | | | | | | | | | |
| JUNIOR SYSTEMS PROGRAMMER | 26 | 59,755 | 62,744 | 65,881 | 69,177 | 72,634 | 76,268 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 |
| LIBRARIAN I | 26 | | | | | | | | | | | |
| PENSION PROGRAM ANALYST | 26 | | | | | | | | | | | |
| PLANNER II | 26 | | | | | | | | | | | |
| BUDGET AND PROCEDURES ANALYST | 27 | 62,744 | 65,881 | 69,177 | 72,634 | 76,268 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 | 102,205 |
| COORDINATOR OF EMERGENCY PLANNING | 28 | 65,881 | 69,177 | 72,634 | 76,268 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 | 102,206 | 107,316 |
| HOUSING MANAGEMENT ANALYST | 28 | | | | | | | | | | | |
| INFORMATION SYSTEMS SPECIALIST | 28 | | | | | | | | | | | |
| LANDSCAPE ARCHITECT | 28 | | | | | | | | | | | |
| SENIOR PENSION PROGRAM ANALYST | 28 | | | | | | | | | | | |
| SEWER SYSTEM ANALYST | 28 | | | | | | | | | | | |
| SYSTEMS PROGRAMMER | 28 | | | | | | | | | | | |
| TRAFFIC ENGINEER | 28 | | | | | | | | | | | |
| SENIOR BUDGET AND PROCEDURES ANALYST | 29 | 69,177 | 72,634 | 76,268 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 | 102,206 | 107,316 | 112,681 |
| INFORMATION SYSTEMS COORDINATOR | 30 | 72,634 | 76,268 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 | 102,206 | 107,316 | 112,682 | 118,317 |
| OPERATIONS ENGINEER | 30 | | | | | | | | | | | |
| PARKS DEVELOPMENT PLANNER | 30 | | | | | | | | | | | |
| PLANNER III | 30 | | | | | | | | | | | |
| TRAINING ADMINISTRATOR | 30 | | | | | | | | | | | |
| SENIOR NETWORK ENGINEER | 31 | 76,268 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 | 102,206 | 107,316 | 112,682 | 118,317 | 124,233 |
| GEOGRAPHIC INFORMATION SYSTEMS MANAGER | 32 | 80,081 | 84,085 | 88,289 | 92,703 | 97,338 | 102,206 | 107,316 | 112,682 | 118,317 | 124,232 | 130,444 |
| CHIEF PROCUREMENT OFFICER | 34 | 88,289 | 92,703 | 97,338 | 102,206 | 107,316 | 112,682 | 118,317 | 124,232 | 130,443 | 136,966 | 143,814 |

***Effective:  07/01/2026 (Ord 24-150)***
***Revised:  11/19/2024 (Ord 24-160)***
***Revised:  04/24/2025 (Ord 25-042)***
***Revised:  xx/xx/xxxx (Ord 25-xxx)***

Prime Sponsor(s): Mr. Caneco
Date of introduction: August 26, 2025

# SUBSTITUTE NO. 1 TO ORDINANCE NO. 25-107

# TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 19 (“RESIDENTIAL RENTAL PROPERTIES”) REGARDING LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

**WHEREAS**, New Castle County plays a critical role in ensuring the quality of residential rental housing for the residents of New Castle County; and

**WHEREAS**, understanding and taking these responsibilities very seriously, the County enacted laws to inform rental unit residents of their rights and to provide them with additional tools to maintain the quality of their living spaces; and

**WHEREAS**, these laws also provide, among other things, a complaint-based inspection process, to help maintain the quality of County residential rental housing; and

**WHEREAS**, the *County Code* also, among other things, provides data on the effectiveness of the residential rental policies and helps determine if additional steps need to be taken; and

**WHEREAS**, upon review of the rental code, it is apparent that additional steps are needed to ensure the Code is functioning as robustly as intended and needed; and

**WHEREAS**, County Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests, including the protection and preservation of public health, safety, prosperity, general welfare, and quality of life.

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

Section 1. *New Castle County Code* Chapter 19 (“Residential Rental Properties”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

**Chapter 19 - RESIDENTIAL RENTAL PROPERTIES**
ARTICLE 1. – IN GENERAL

Sec. 19.01.001. - Purpose. ...

B. The purpose of this division is:

1. To inform rental unit residents of their rights and to provide them with additional tools to maintain the quality of their living spaces.

2. To provide a mechanism for periodic random inspections, in addition to the current complaint-based inspection process, to help maintain the quality of New Castle County residential rental housing.

3. To provide county government with the contact information of anyone responsible for a residential rental property for contact if a code violation is reported or in cases of emergency.

4. To provide data ~~on~~ to gauge the effectiveness of the ~~new~~ residential rental policies ~~and~~ to help determine if additional steps need to be taken…

ARTICLE 2. - DEFINITIONS

Sec. 19.02.001. - Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section…

*Department* means the New Castle County Department of Land Use.

~~Guide means the New Castle County Tenants' Rights Guide as described in the Appendix to this Chapter. It shall also mean any version of the New Castle County Tenants' Rights Guide as amended by the Department of Land Use subject to the approval of the Rental Housing Advisory Committee.~~

*Emergency conditions* means the loss of essential services, including heat, potable water, hot water, or electricity, or any other condition determined by the Code Official to present an immediate threat to health or safety of occupants. When a single emergency condition arises from a common building system or service affecting multiple units, it shall be treated as one violation for purposes of Sec. 19.04.003(d).

*Housing Advisory Board* means the board that replaced the Rental Housing Advisory Committee, with the current function of advising the County Executive, County Council, and the Departments of Community Services and Land Use on affordable housing programs for very low and low-income households, with an emphasis on promoting fair housing choices and increasing housing opportunities throughout New Castle County.

~~*Person* means any individual or artificial entity pursuant to Delaware Supreme Court Rule 57, government or governmental agency, statutory trust, business trust, two (2) or more persons having a joint or common trust or any other legal or commercial entity.~~

*Person* means an individual or group of individuals, company, corporation, partnership, association, or any other entity, including state and local governments and agencies.

~~Rental Housing Advisory Committee means a task force charged with advising the Department of Land Use on matters of policy and implementation as further defined in Article 5 of this Chapter.~~

*Responsive action* means that the landlord must respond within 4 hours of notice from the Code Official of an emergency condition submitted to the landlord's emergency phone number and electronic mail address and must take corrective measures reasonably calculated to restore an essential service or resolve an emergency condition within 24 hours after the landlord received notice of the condition.

*Tenants' Rights Guide* or *Guide* means the *New Castle County Tenants' Rights Guide* ~~as described in~~ which is the Appendix to this Chapter. It shall also mean any amended version of the *New Castle County Tenants' Rights Guide* as amended from time to time ~~by the Department of Land Use~~ subject to consultation with ~~the approval of~~ the Housing Advisory Board ~~Rental Housing Advisory Committee~~.

*Twenty-four-hour contact* means ~~the~~ any person ~~or company~~ who or that is available by cellular phone and electronic mail (email) in state on a ~~twenty-four (24)~~ 24 hours-a-day, ~~seven (7)~~ 7 days-a-week basis and who has been registered with the Department ~~of Land Use~~ to address any inquiry, notice, complaint or violation regarding the health, safety and condition of the rental unit.

## ARTICLE 3. - RENTAL CODE

### Sec. 19.03.001. - Registration; requirements; information collected; written verification.

A. There is hereby created a Residential Rental Property Registration System for New Castle County that requires landlords of residential rental units located within unincorporated areas of the County and those incorporated areas with which New Castle County has agreements and have agreed to participate based upon contract to register each of their rental units biennially ~~once each year~~, or more frequently upon a change in ownership or management.

…

C. The rental property registration form ~~will~~ requires ~~that~~ the following information be provided regarding the property owner of every residential rental property unit:

1. Name of property owner(s);
2. Mailing address of property owner;
3. Street address (if different from the mailing address);
4. Date of birth;
5. Business phone number;

6. Emergency ~~twenty-four (24)~~ 24 hours-a-day, ~~seven (7)~~ 7 days-a-week contact phone number;

7. Facsimile number;

8. E-mail address~~, if applicable~~;

…

D. Each residential rental property shall have a Delaware authorized agent physically located in Delaware if the property owner is not physically located in this State. The purpose of the Delaware authorized agent is to act as a registered agent in order to accept service on behalf of the owner. The following information shall be provided regarding the Delaware authorized agent:

1. Name of Delaware authorized agent;

2. Mailing address;

3. Street address (if different from mailing address);

4. Business phone number;

5. Facsimile number;

6. Email address~~, if applicable~~.

E. Each residential rental property shall have a 24-hour contact physically located in Delaware if the property owner is not physically located in this State and shall provide the following information regarding the contact.

1. Name of 24-hour contact;

2. Mailing address;

3. Street address (if different from mailing address);

4. Telephone number;

5. Facsimile number;

6. Email address~~, if applicable~~.

F. The following shall be provided for each individual rental unit:

1. Street address;

2. Building or apartment number if applicable;

3. Age of building;

4. A statement as to whether the rental unit is subject to mandatory annual inspection due to receipt of a public subsidy, pursuant to Subsection 19.01.002.B.

G. Landlords of registered rental units are required to update registration information on a biennial ~~an annual~~ basis on or before May 1st . All new rental units shall be registered within ~~twenty (20)~~ 10 days of the date the property is first used as a rental unit. Any material change in the registration information, including~~, but not limited to~~, a change in ownership, shall be updated by the filing of such amended registration information within ~~twenty (20)~~ 10 days of the landlord's actual knowledge of the change in the information or the landlord will be subject to a penalty as more fully set forth in Section 19.04.002.

…

Sec. 19.03.002. - Right of entry; inspection process.

A. …

B. With the advice of the ~~Rental Housing Advisory Committee~~ Housing Advisory Board, the Department of Land Use shall determine a random inspection protocol for rental units, in which the department will use its best efforts to inspect five (5) percent or more of the registered units, including any rental unit that the Department of Land Use has reason to believe after an investigation is a rental unit subject to registration in a calendar year. Implementation shall take place no sooner than one (1) year after the adoption of this Chapter.

C. …

Sec. 19.03.003. - New Castle County Tenants’ Rights Guide ~~tenants' rights guide~~.

A. The ~~New Castle County~~ Tenants’ Rights Guide shall include instructions on how tenants may address problems with landlords and responsible agencies, a list of potential problems, a description of the minimal housing standards, and contact information for the agency responsible for monitoring each housing standard.

B. Whenever entering a residential rental relationship, all landlords of residential rental properties located in unincorporated New Castle County and those incorporated areas with which New Castle County has agreements and have agreed to participate based on a contract are required to distribute the ~~New Castle County Tenants' Rights~~ Guide to every tenant.

C. One copy of the Guide may be obtained by any landlord, free of charge, from the Department ~~of Land Use~~. The landlord is responsible for producing sufficient copies of the ~~guide~~ Guide for distribution to all tenants.

D. The Department ~~of Land Use~~ shall determine the format and method of distribution of the guide to landlords and others. At a minimum, the ~~guide~~ Guide shall be available electronically on the New Castle County website and in written form. The ~~guide~~ Guide shall be in both English and Spanish and in a symbol format for tenants unable to read those languages.

E. The Department is responsible for updating the Guide on an annual basis, by July 1 of each year to ensure compliance with any changes in any applicable ordinance or laws. The updated Guide shall be submitted to County Council contemporaneous therewith.

ARTICLE 4. - ENFORCEMENT

Sec. 19.04.001. - Unlawful acts.

A. *General prohibition.* Any person who ~~shall~~ violates any provision of this Chapter or who by any means ~~shall~~ causes the same to be done, or who ~~shall~~ fails to conform to a directive of the Code Official or Code Enforcement Officer that is issued because of a violation of this Chapter, shall be subject to the enforcement and penalty provisions provided in this Chapter.

B. *Specific violations.* Failure to comply with any of the following requirements shall constitute a violation of this Chapter:

1. Registering all rental units ~~existing on or before July 11, 2005 by May 1, 2006 or~~ within ~~twenty (20)~~ 10 days of the date any property is first used as a rental unit.

2. Updating information on the Rental ~~p~~Property ~~r~~Registration ~~f~~Form within ~~twenty (20)~~ 10 days of any material change in any information provided on the form.

3. Providing access to rental units when authorized by the tenant or by an administrative warrant and allowing inspections as required by this Chapter.

4. Delivering the ~~New Castle County Tenants' Rights~~ Guide to each tenant at such time that a rental relationship is established or as otherwise required by this Chapter.

5. When demanded by the Department or Code Official, providing proof that the ~~New Castle County Tenants' Rights~~ Guide has been delivered to each tenant pursuant to the requirements of this Chapter.

…

Sec. 19.04.002. - Enforcement.

A. *Criminal enforcement.* Any person violating the provisions of this Chapter may be subject to a criminal proceeding instituted by the County Attorney or a Code Enforcement Officer or Code Official.

…

3. *Penalties.* Violations of this Chapter shall be deemed to be misdemeanor offenses. The sentence for any person convicted of such a misdemeanor offense shall include the following fines and may include restitution or such other conditions as the court deems appropriate:

   a. For the first conviction, the penalty shall be a fine of not less than ~~two hundred and fifty dollars (~~$250.00~~)~~ nor more than ~~one thousand dollars (~~$1,000.00~~)~~.

   b. For the second conviction for the same offense, the penalty shall be a fine of not less than ~~five hundred dollars (~~$500.00), nor more than ~~two thousand five hundred dollars (~~$2,500.00~~)~~.

   c. For all subsequent convictions for the same offense, the penalty shall be a fine of no less than ~~one thousand dollars (~~$1,000.00~~),~~ nor more than ~~five thousand dollars (~~$5,000.00~~)~~.

"Fines" as used in this Section shall also include any civil judgment awarded to the County thereof entered pursuant to 11 *Del. C.* § 4101 (Payment of fines, costs and restitution upon conviction).

4. In lieu of initially pursuing a criminal action in the Justice of the Peace Court, the Code Enforcement Officer or Code Official may issue a penalty up to ~~two hundred dollars ($200.00)~~ $300.00 to the violator. If the penalty is paid in the amount and in the manner required by the violation notice and the violation is corrected as required by the violation notice, further action before the Justice of the Peace Court shall not be pursued for the violation.

…

C. *Administrative enforcement.* Any person violating the provisions of this Chapter may be subject to administrative proceedings instituted by the Code ~~o~~Official or Code enforcement officer.

…

3. Administrative penalties. Notwithstanding any other section of this Chapter, any person who is found to have violated any provision of this Chapter or directive of the Code Official or Code Enforcement Officer shall be assessed administrative penalties in the following amounts:

   a. *Failure to Register*:

      i. ~~*First Violation:*~~ The total amount of the penalty shall be ~~one hundred fifty dollars ($150.00)~~ $200.00 regardless of the number of rental units that have not been properly registered. Failure to register or re-register rental unit(s) within ~~ten (~~10~~)~~ days ~~of receiving~~ following receipt of notice of the ~~one hundred fifty dollars~~ ~~($150.00)~~ above penalty shall result in a ~~ten dollar ($10.00)~~ $15.00 per day penalty for each unit thereafter not properly registered. The per unit penalty shall accumulate on a daily basis until all penalties under this Subsection C.3.a.i. are paid in full. ~~such penalty is paid.~~

      ~~ii. Any time after a property owner is subject to the "First Violation" provisions stated in Subsection (a) C.3.a.i., failure to properly register, or re-register, a rental unit shall be subject to a one hundred fifty dollar ($150.00) penalty. Failure to register, or re-register, rental unit(s) within ten (10) days of receiving the one hundred fifty dollar ($150.00) penalty shall result in a ten dollar ($10.00) per day penalty for each unit thereafter not properly registered. The per unit penalty shall accumulate on a daily basis until such penalty is paid.~~

   b. *Failure to timely update information* required on the Rental Property Registration Form:

      i. ~~*First Violation:*~~ The total amount of the penalty shall be ~~one hundred fifty dollars ($150.00)~~ $200.00 regardless of the number of rental units that have not been properly updated. Failure to update registration of rental unit(s) within ~~ten (~~10~~)~~ days ~~of receiving~~ following receipt of notice of the

~~one hundred fifty dollar ($150.00)~~ <u>above</u> penalty shall result in a ~~ten dollar ($10.00)~~ <u>$15.00</u> per day penalty for each unit thereafter not properly updated. The per unit penalty shall accumulate on a daily basis until <u>all penalties under this Subsection C.3.b.i. are paid in full.</u> ~~such penalty is paid.~~

~~ii. Any time after a property owner is subject to the "First Violation" provisions stated in Subsection (b) C.3.b.i., failure to properly update a rental unit shall be subject to a one hundred fifty dollar ($150.00) penalty. Failure to update registration on a rental unit(s) within ten (10) days of receiving the one hundred fifty dollar ($150.00) penalty shall result in a ten dollar ($10.00) per day penalty for each unit thereafter not properly updated. The per unit penalty shall accumulate on a daily basis until such penalty is paid.~~

c. *Failure to distribute* the New Castle County Tenants' Rights Guide:

i. ~~*First Violation:*~~ The Department ~~of Land Use~~ may require a landlord to provide proof of delivery of the ~~guide~~ <u>Guide</u> to each tenant. It is sufficient for the purpose of proving delivery for the landlord to show the signature of the tenant acknowledging receipt of the ~~guide~~ <u>Guide</u> or a certificate of mailing <u>the Guide</u> to the tenant at the rental address. A landlord who fails to provide proof of delivery of the ~~New Castle County Tenants' Rights~~ Guide shall be subject to a ~~twenty-five dollar (~~$25.00~~)~~ penalty for the first violation regardless of the number of tenants ~~that~~ <u>who</u> did not receive the ~~guide~~ <u>Guide</u>. Failure to <u>subsequently</u> provide proof of ~~the~~ delivery of the ~~guide~~ <u>Guide</u> to tenants of all rental units within ~~twenty (20)~~ <u>20</u> days following receipt of <u>the</u> notice of the ~~first~~ <u>above</u> violation shall result in an additional ~~fifty dollar (~~$50.00~~)~~ penalty. Thereafter, a penalty of ~~ten dollars ($10.00)~~ <u>$15.00</u> per day for each rental unit for which delivery of the ~~guide~~ <u>Guide</u> to tenants is not proven shall accumulate until such time as delivery is proven.

ii. ~~Any time after a property owner is subject to the "First Violation" provisions stated in~~ <u>Where a landlord has failed to cure all violations under</u> Subsection C.3.~~b~~.<u>c</u>.i. <u>within 20 days after having received notice of the $50 penalty above</u>, <u>such</u> failure to provide <u>requisite</u> proof of delivery of the ~~New Castle County Tenants' Rights~~ Guide shall ~~be subject to~~ <u>result in</u> a ~~one hundred dollar (~~$100.00~~)~~ penalty for each violation <u>in addition to any daily penalty accruing under Subsection C.3.c.i</u> ~~and ten dollars ($10.00) per day after 10 (ten) days for each day that the proof of delivery is not provided~~.

<u>d. *Failure to respond to emergency conditions:*</u>

<u>i. *First Violation:* Any landlord who fails to take responsive action by responding to the Code Official within 4 hours or taking corrective measures within 24 hours of receiving notice of an emergency condition shall be subject to a civil penalty of $500 per affected rental unit. If the emergency condition arises from a common building system or service</u>

affecting multiple units, it shall be treated as one violation per building per day for the purposes of this subsection.

ii. *Continuing Violation:* Each day that an emergency condition remains uncorrected after the initial 24-hour period shall constitute a separate violation, subject to an additional penalty of $500 per day per affected rental unit until responsive action is undertaken.

iii. *Repeat Violations:* Any landlord previously cited under this Section who again fails to take responsive action within 24 hours of a new emergency condition at the same property within 12 months' time frame shall be subject to a penalty of $1,000.

iv. The emergency powers and authority of the Code Official identified in this Chapter are in addition to the powers and authority of the Code Official set forth at *New Castle County Code* Ch. 7, Property Maintenance Code.

4. Administrative appeals.

a. Any person aggrieved by any administrative enforcement action taken pursuant to this Chapter, or any person who in good faith claims that the true intent of this Chapter or the rules legally adopted there~~-~~under have been incorrectly interpreted, or that the provisions of this Chapter do not fully apply, shall have the right to an appeal to the Board of License, Inspection and Review. The Board shall not have the authority to waive any requirement of this Chapter.

b. All appeals shall be filed with the Department ~~of Land Use~~ within ~~twenty (~~20~~)~~ days of the date the written decision is issued by the Department. A public hearing will then be afforded to the appellant within ~~forty-five (~~45~~)~~ days of the filing of the appeal.

…

e. The Board shall make findings of fact and shall render a decision in writing based upon the record created at the public hearing within ~~twenty (~~20~~)~~ days.

g. The fee for the filing of an appeal under this Section shall be ~~two hundred fifty dollars (~~$250.00~~)~~. Upon ~~a~~ determination that the appellant has not violated any provision of this Chapter or directive of the Code Official or Code Enforcement Officer, the ~~two hundred fifty dollar (~~$250.00~~)~~ appeal fee shall be refunded.

~~ARTICLE 5. RESERVED~~[1]

~~APPENDIX~~

~~NEW CASTLE COUNTY TENANTS' RIGHTS GUIDE~~

## APPENDIX - NEW CASTLE COUNTY TENANTS' RIGHTS GUIDE

Unless an emergency situation exists, your first step for reporting any problem in your rental unit should always be to contact your landlord. You may initially contact your landlord by various means including telephone or in person, but you must always submit

~~put~~ your complaints in writing to your landlord. You can do this by means of a~~The~~ letter, which should be hand-delivered or sent by certified mail or certificate of mailing. In addition, you may communicate your complaints to your landlord by means of electronic mail (or email), which will satisfy the requirement that your complaint be in writing. Always keep a copy for yourself. Remember, the law requires that you put all communications in writing. If not in writing, it makes it unnecessarily difficult to prove your case. ~~is as if it never happened.~~ **A form complaint is linked hereto – fill it out with your information**.

**Essential Services** ~~–~~(Heat, Water, Hot Water, Electric, or as determined by the Code Official) Delaware State law, in the Residential Landlord~~/~~-Tenant Code – Title 25, Section 5308, ~~– D~~describes the provision of "essential services" provided by the landlord. The landlord is responsible to maintain the systems in your rental unit in working order. The landlord is not responsible if the rental agreement says that a tenant must pay for the costs of an essential service~~,~~ and the problem with the essential service is due to the actions or inactions of the tenant (such as failure to pay for the service).

The landlord shall take responsive action by responding to the Code Official within 4 hours of receiving notice of the emergency condition at the landlord's emergency phone number and electronic mail address and taking corrective measures reasonably calculated to restore an essential service or resolve an emergency condition within 24 hours. Failure to do the above shall constitute a violation of this Chapter.

| Problem | Minimal Standard | Where to Call for Complaints |
|---|---|---|
| …<br><br>Other Problems With Your Rental Unit | | |
| Infestation - Every dwelling, dwelling unit, and dwelling premises shall be free of infestation. | *In Single Family Home* - if the problem existed when you moved in, then the landlord is responsible for exterminating. ~~If the problem happens during your tenancy, you are responsible for exterminating.~~ Moreover, it is the responsibility of the landlord to exterminate any infestation unless the tenant admitted responsibility or there is substantial evidence that the tenant is responsible for the infestation. | Landlord<br>New Castle County<br>Department of Land Use<br>395-5555 |
| | *In Multi-unit Building* - (for example: apartments, duplexes, condominiums) Landlord is responsible for public areas and outside the building unless infestation was | Landlord<br>New Castle County |

| | | |
|---|---|---|
| | caused by your actions. The tenant may be ~~is always~~ responsible for infestation in the rental unit unless the problem ~~comes~~ came from outside the unit. Moreover, unless the tenant admitted responsibility or there is substantial evidence that the tenant is responsible for the infestation, it is the responsibility of the landlord to exterminate any infestation. | Department of Land Use 395-5555 |
| Mold | You should not have mold in your rental unit. If mold appears you should attempt to clean it with an appropriate disinfectant product. If the mold cannot be cleaned or the problem persists, contact your landlord immediately. The landlord is obligated to remediate and remove any mold. | Landlord<br>New Castle County Department of Land Use 395-5555 |

…

**Tenant Complaint Form**

If you are experiencing a problem with your rental unit~~,~~ that is **NOT** ~~unless~~ an emergency ~~exists~~, you must first file a written complaint with your landlord. You may ~~U~~use this form complaint to report non-emergency problems with your rental unit. **A complaint form is linked hereto – fill it out with your information**. After you have input your information, ~~F~~forward this form to your landlord by hand-delivery, certified mail, or certificate of mailing. In addition, you may forward the written complaint to your landlord by way of electronic mail (email). Be sure to keep a copy of this form for your records!

~~Date~~

______

~~Tenant Name~~

______

~~Address~~

______

______

~~Phone Number~~

______

~~Problem~~

~~(Please provide a brief description)~~

______

______

______

~~Previous Action taken~~

~~(if any)~~

~~Date Delivered~~
~~by~~
~~(Circle One)~~
~~Hand Delivered~~
~~Certified Mail~~
~~Certificate of Mailing~~

Section 2. This Ordinance shall become effective upon passage by New Castle County Council and approval of the County Executive, or as otherwise provided in 9 *Del. C.* Section 1156.

Adopted by County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

________________________
Marcus Henry
County Executive
of New Castle County

**SYNOPSIS:** This Ordinance amends *New Castle County Code* in several ways to clarify provisions of the law relating to rights and obligations regarding residential rental units. The Ordinance also improves communications between tenants and landlords during an emergency by requiring that the landlord provide both an emergency telephone number as well as an email address to ensure that the tenant is able to reach the landlord during an emergency. Importantly, the proposed amendments are intended to improve the overall quality of rental housing.

In addition, among other things, the Ordinance clarifies and improves on outdated and duplicative language in the Code, including:

- Eliminating references to the *Rental Housing Advisory Committee* or RHAC which was eliminated in 2019 by Ord. No. 19-007 and was replaced by the Housing Advisory Board, which assumed the RHAC'S responsibilities.
- Adding a new, improved definition of "person" to the *Definition* section, eliminating an outdated reference to this term, which does not exist, in the Delaware Supreme Court Rules.

- Clarifying redundant penalty provisions under Sec. 19.04.002(C), “Administrative penalties.”
- Clarifying redundant penalty provisions under Section 19.04.002(C)(3) in order to maintain the scheme established in preceding penalties.
- Clarifying responsibilities of the landlord and tenant in relation to infestations and mold.
- Providing for a new electronic complaint form to make it easier for all involved by simplifying the complaint process with a new form that will allow a complainant to easily insert their information directly into the new complaint form.

**This Substitute No. 1 to Ordinance No. 25-107** incorporates a new subsection (and related updates to the *Definition* section) that addresses failure of a landlord in taking responsive action by responding to the Code Official within 4 hours of receiving notice at the emergency contact information or by taking corrective measures within 24 hours of receiving notice of an emergency condition is subject to a civil penalty of $500. The new proposed provision addresses emergency circumstances where it involves a first time violation, an ongoing violation, and with repeat violations.

**FISCAL NOTE:** There is no discernible fiscal impact.

Prime Sponsor(s): Mr. Caneco
Date of introduction: August 26, 2025

# ORDINANCE NO. 25-107

## TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 19 ("RESIDENTIAL RENTAL PROPERTIES") REGARDING LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

**WHEREAS**, New Castle County plays a critical role in ensuring the quality of residential rental housing for the residents of New Castle County; and

**WHEREAS**, understanding and taking these responsibilities very seriously, the County enacted laws to inform rental unit residents of their rights and to provide them with additional tools to maintain the quality of their living spaces; and

**WHEREAS**, these laws also provide, among other things, for periodic random inspections, in addition to the current complaint-based inspection process, to help maintain the quality of County residential rental housing; and

**WHEREAS**, the *County Code* also, among other things, provides data on the effectiveness of the residential rental policies and helps determine if additional steps need to be taken; and

**WHEREAS**, upon review of the rental code, it is apparent that additional steps are needed to ensure the Code is functioning as robustly as intended and needed; and

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2. To provide a mechanism for periodic random inspections, in addition to the current complaint-based inspection process, to help maintain the quality of New Castle County residential rental housing.

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**ARTICLE 3. - RENTAL CODE**

**Sec. 19.03.001. - Registration; requirements; information collected; written verification.**

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C. The rental property registration form ~~will~~ requires ~~that~~ the following information be provided regarding the property owner of every residential rental property unit:

1. Name of property owner(s);
2. Mailing address of property owner;
3. Street address (if different from the mailing address);
4. Date of birth;
5. Business phone number;
6. Emergency ~~twenty-four (24)~~ 24 hours-a-day, ~~seven (7)~~ 7 days-a-week contact phone number;
7. Facsimile number;
8. E-mail address~~, if applicable~~;

…

D. Each residential rental property shall have a Delaware authorized agent physically located in Delaware if the property owner is not physically located in this State. The purpose of the Delaware authorized agent is to act as a registered agent in order to accept service on behalf of the owner. The following information shall be provided regarding the Delaware authorized agent:

1. Name of Delaware authorized agent;
2. Mailing address;

3. Street address (if different from mailing address);

4. Business phone number;

5. Facsimile number;

6. Email address~~, if applicable~~.

E. Each residential rental property shall have a ~~24~~twenty-four-hour contact physically located in Delaware if the property owner is not physically located in this State and shall provide the following information regarding the contact.

1. Name of ~~24~~twenty-four-hour contact;

2. Mailing address;

3. Street address (if different from mailing address);

4. Telephone number;

5. Facsimile number;

6. Email address~~, if applicable~~.

F. The following shall be provided for each individual rental unit:

1. Street address;

2. Building or apartment number if applicable;

3. Age of building;

4. A statement as to whether the rental unit is subject to mandatory annual inspection due to receipt of a public subsidy, pursuant to Subsection 19.01.002.B.

G. Landlords of registered rental units are required to update registration information on ~~a biennial~~ an annual basis on or before May 1st . All new rental units shall be registered within ~~twenty (20)~~ 20 days of the date the property is first used as a rental unit. Any material change in the registration information, including~~, but not limited to~~, a change in ownership, shall be updated by the filing of such amended registration information within ~~twenty (20)~~ 20 days of the landlord's actual knowledge of the change in the information or the landlord will be subject to a penalty as more fully set forth in Section 19.04.002.

…

Sec. 19.03.003. - New Castle County Tenants’ Rights Guide ~~tenants' rights guide~~.

A. The ~~New Castle County~~ Tenants’ Rights Guide shall include instructions on how tenants may address problems with landlords and responsible agencies, a list of potential problems, a description of the minimal housing standards, and contact information for the agency responsible for monitoring each housing standard.

B. Whenever entering a residential rental relationship, all landlords of residential rental properties located in unincorporated New Castle County and those incorporated areas with which New Castle County has agreements and have agreed to participate based on a contract are required to distribute the ~~New Castle County Tenants' Rights~~ Guide to every tenant.

C. One copy of the Guide may be obtained by any landlord, free of charge, from the Department ~~of Land Use~~. The landlord is responsible for producing sufficient copies of the ~~guide~~ Guide for distribution to all tenants.

D. The Department ~~of Land Use~~ shall determine the format and method of distribution of the guide to landlords and others. At a minimum, the ~~guide~~ Guide shall be available electronically on the New Castle County website and in written form. The ~~guide~~ Guide shall be in both English and Spanish and in a symbol format for tenants unable to read those languages.

E. The Department is responsible for updating the Guide on an annual basis, by July 1 of each year to ensure compliance with any changes in any applicable ordinance or laws. The updated Guide shall be submitted to County Council contemporaneous therewith.

ARTICLE 4. - ENFORCEMENT

Sec. 19.04.001. - Unlawful acts.

A. *General prohibition.* Any person who ~~shall~~ violates any provision of this Chapter or who by any means ~~shall~~ causes the same to be done, or who ~~shall~~ fails to conform to a directive of the Code Official or Code Enforcement Officer that is issued because of a violation of this Chapter, shall be subject to the enforcement and penalty provisions provided in this Chapter.

B. *Specific violations.* Failure to comply with any of the following requirements shall constitute a violation of this Chapter:

1. Registering all rental units ~~existing on or before July 11, 2005 by May 1, 2006 or~~ within ~~twenty (20)~~ 20 days of the date any property is first used as a rental unit.

2. Updating information on the Rental ~~p~~Property ~~r~~Registration ~~f~~Form within ~~twenty (20)~~ 20 days of any material change in any information provided on the form.

3. Providing access to rental units when authorized by the tenant or by an administrative warrant and allowing inspections as required by this Chapter.

4. Delivering the ~~New Castle County Tenants' Rights~~ Guide to each tenant at such time that a rental relationship is established or as otherwise required by this Chapter.

5. When demanded by the Department or Code Official, providing proof that the ~~New Castle County Tenants' Rights~~ Guide has been delivered to each tenant pursuant to the requirements of this Chapter.

…

Sec. 19.04.002. - Enforcement.

A. *Criminal enforcement.* Any person violating the provisions of this Chapter may be subject to a criminal proceeding instituted by the County Attorney or a Code

Enforcement Officer or Code Official.

…

3. *Penalties.* Violations of this Chapter shall be deemed to be misdemeanor offenses. The sentence for any person convicted of such a misdemeanor offense shall include the following fines and may include restitution or such other conditions as the court deems appropriate:

   a. For the first conviction, the penalty shall be a fine of not less than ~~two hundred and fifty dollars (~~$250.00~~)~~ nor more than ~~one thousand dollars (~~$1,000.00~~)~~.

   b. For the second conviction for the same offense, the penalty shall be a fine of not less than ~~five hundred dollars (~~$500.00), nor more than ~~two thousand five hundred dollars (~~$2,500.00~~)~~.

   c. For all subsequent convictions for the same offense, the penalty shall be a fine of no less than ~~one thousand dollars (~~$1,000.00~~),~~ nor more than ~~five thousand dollars (~~$5,000.00~~)~~.

   "Fines" as used in this Section shall also include any civil judgment awarded to the County thereof entered pursuant to 11 *Del. C.* § 4101 (Payment of fines, costs and restitution upon conviction).

4. In lieu of initially pursuing a criminal action in the Justice of the Peace Court, the Code Enforcement Officer or Code Official may issue a penalty up to ~~two hundred dollars ($200.00)~~ $300.00 to the violator. If the penalty is paid in the amount and in the manner required by the violation notice and the violation is corrected as required by the violation notice, further action before the Justice of the Peace Court shall not be pursued for the violation.

…

C. *Administrative enforcement.* Any person violating the provisions of this Chapter may be subject to administrative proceedings instituted by the Code ~~o~~Official or Code enforcement officer.

…

3. Administrative penalties. Notwithstanding any other section of this Chapter, any person who is found to have violated any provision of this Chapter or directive of the Code Official or Code Enforcement Officer shall be assessed administrative penalties in the following amounts:

   a. *Failure to Register*:

      i. ~~*First Violation:*~~ The total amount of the penalty shall be ~~one hundred fifty dollars ($150.00)~~ $200.00 regardless of the number of rental units that have not been properly registered. Failure to register or re-register rental unit(s) within ~~ten (~~10~~)~~ days ~~of receiving~~ following receipt of notice of the ~~one hundred fifty dollars ($150.00)~~ above penalty shall result in a ~~ten dollar ($10.00)~~ $15.00 per day penalty for each unit thereafter not properly registered. The per unit penalty shall accumulate on a daily basis until <u>all penalties under this Subsection C.3.a.i. are paid in full.</u> ~~such penalty is paid.~~

~~ii. Any time after a property owner is subject to the "First Violation" provisions stated in Subsection (a) C.3.a.i., failure to properly register, or re-register, a rental unit shall be subject to a one hundred fifty dollar ($150.00) penalty. Failure to register, or re-register, rental unit(s) within ten (10) days of receiving the one hundred fifty dollar ($150.00) penalty shall result in a ten dollar ($10.00) per day penalty for each unit thereafter not properly registered. The per unit penalty shall accumulate on a daily basis until such penalty is paid.~~

b. *Failure to timely update information* required on the Rental Property Registration Form:

i. ~~*First Violation:*~~ The total amount of the penalty shall be ~~one hundred fifty dollars ($150.00)~~ <u>$200.00</u> regardless of the number of rental units that have not been properly updated. Failure to update registration of rental unit(s) within ~~ten (~~10~~)~~ days ~~of receiving~~ <u>following receipt of notice of</u> the ~~one hundred fifty dollar ($150.00)~~ <u>above</u> penalty shall result in a ~~ten dollar ($10.00)~~ <u>$15.00</u> per day penalty for each unit thereafter not properly updated. The per unit penalty shall accumulate on a daily basis until <u>all penalties under this Subsection C.3.b.i. are paid in full.</u> ~~such penalty is paid.~~

~~ii. Any time after a property owner is subject to the "First Violation" provisions stated in Subsection (b) C.3.b.i., failure to properly update a rental unit shall be subject to a one hundred fifty dollar ($150.00) penalty. Failure to update registration on a rental unit(s) within ten (10) days of receiving the one hundred fifty dollar ($150.00) penalty shall result in a ten dollar ($10.00) per day penalty for each unit thereafter not properly updated. The per unit penalty shall accumulate on a daily basis until such penalty is paid.~~

c. *Failure to distribute* the New Castle County Tenants' Rights Guide:

i. ~~*First Violation:*~~ The Department ~~of Land Use~~ may require a landlord to provide proof of delivery of the ~~guide~~ <u>Guide</u> to each tenant. It is sufficient for the purpose of proving delivery for the landlord to show the signature of the tenant acknowledging receipt of the ~~guide~~ <u>Guide</u> or a certificate of mailing <u>the Guide</u> to the tenant at the rental address. A landlord who fails to provide proof of delivery of the ~~New Castle County Tenants' Rights~~ Guide shall be subject to a ~~twenty-five dollar (~~$25.00~~)~~ penalty for the first violation regardless of the number of tenants ~~that~~ <u>who</u> did not receive the ~~guide~~ <u>Guide</u>. Failure to <u>subsequently</u> provide proof of ~~the~~ delivery of the ~~guide~~ <u>Guide</u> to tenants of all rental units within ~~twenty (20)~~ <u>20</u> days following receipt of <u>the</u> notice of the ~~first~~ <u>above</u> violation shall result in an additional ~~fifty dollar (~~$50.00~~)~~ penalty. Thereafter, a penalty of ~~ten dollars ($10.00)~~ <u>$15.00</u> per day for each rental unit for which delivery of the

~~guide~~ Guide to tenants is not proven shall accumulate until such time as delivery is proven.

ii. ~~Any time after a property owner is subject to the "First Violation" provisions stated in~~ Where a landlord has failed to cure all violations under Subsection C.3.~~b~~.c.i. within 20 days after having received notice of the $50 penalty above, such failure to provide requisite proof of delivery of the ~~New Castle County Tenants' Rights~~ Guide shall ~~be subject to~~ result in a ~~one hundred dollar (~~$100.00~~)~~ penalty for each violation in addition to any daily penalty accruing under Subsection C.3.c.i. ~~and ten dollars ($10.00) per day after 10 (ten) days for each day that the proof of delivery is not provided~~.

4. Administrative appeals.

a. Any person aggrieved by any administrative enforcement action taken pursuant to this Chapter, or any person who in good faith claims that the true intent of this Chapter or the rules legally adopted there~~-~~under have been incorrectly interpreted, or that the provisions of this Chapter do not fully apply, shall have the right to an appeal to the Board of License, Inspection and Review. The Board shall not have the authority to waive any requirement of this Chapter.

b. All appeals shall be filed with the Department ~~of Land Use~~ within ~~twenty (~~20~~)~~ days of the date the written decision is issued by the Department. A public hearing will then be afforded to the appellant within ~~forty-five (~~45~~)~~ days of the filing of the appeal.

…

e. The Board shall make findings of fact and shall render a decision in writing based upon the record created at the public hearing within ~~twenty (~~20~~)~~ days.

g. The fee for the filing of an appeal under this Section shall be ~~two hundred fifty dollars (~~$250.00~~)~~. Upon ~~a~~ determination that the appellant has not violated any provision of this Chapter or directive of the Code Official or Code Enforcement Officer, the ~~two hundred fifty dollar (~~$250.00~~)~~ appeal fee shall be refunded.

~~ARTICLE 5. RESERVED~~[1]

~~APPENDIX~~

~~NEW CASTLE COUNTY TENANTS' RIGHTS GUIDE~~

**APPENDIX - NEW CASTLE COUNTY TENANTS' RIGHTS GUIDE**

Unless an emergency situation exists, your first step for reporting any problem in your rental unit should always be to contact your landlord. You may initially contact your landlord by various means including telephone or in person, but you must always submit ~~put~~ your complaints in writing to your landlord. You can do this by means of a~~The~~ letter, which should be hand-delivered or sent by certified mail or certificate of mailing. In addition, you may communicate your complaints to your landlord by means of electronic mail (or email), which will satisfy the requirement that your complaint be in writing. Always keep a copy for yourself. Remember, the law requires that you put all communications in writing. If not in writing, it makes it unnecessarily difficult to prove your case. ~~is as if it never happened.~~ **A form complaint is linked hereto – fill it out with your information**.

**Essential Services** —~~—~~(Heat, Water, Hot Water, Electric) Delaware State law, in the Residential Landlord~~/~~-Tenant Code – Title 25, Section 5308, ~~- D~~describes the provision of "essential services" provided by the landlord. The landlord is responsible to maintain the systems in your rental unit in working order. The landlord is not responsible if the rental agreement says that a tenant must pay for the costs of an essential service~~,~~ and the problem with the essential service is due to the actions or inactions of the tenant (such as failure to pay for the service).

| Problem | Minimal Standard | Where to Call for Complaints |
|---|---|---|
| …<br><br>Other Problems With Your Rental Unit | | |
| Infestation - Every dwelling, dwelling unit, and dwelling premises shall be free of infestation. | *In Single Family Home* - if the problem existed when you moved in, then the landlord is responsible for exterminating. ~~If the problem happens during your tenancy, you are responsible for exterminating.~~ Moreover, it is the responsibility of the landlord to exterminate any infestation unless the tenant admitted responsibility or there is substantial evidence that the tenant is responsible for the infestation. | Landlord<br>New Castle County Department of Land Use<br>395-5555 |
| | *In Multi-unit Building* - (for example: apartments, duplexes, condominiums) Landlord is responsible for public areas and outside the building unless infestation was caused by your actions. The tenant may be ~~is always~~ responsible for infestation in the rental unit unless the problem ~~comes~~ came from outside the unit. Moreover, unless the tenant admitted responsibility or there is substantial evidence that the tenant is responsible for the infestation, it is the responsibility of the | Landlord<br>New Castle County Department of Land Use<br>395-5555 |

| | | |
|---|---|---|
| | landlord to exterminate any infestation. | |
| Mold | You should not have mold in your rental unit. If mold appears you should attempt to clean it with an appropriate disinfectant product. If the mold cannot be cleaned or the problem persists, contact your landlord immediately. The landlord is obligated to remediate and remove any mold. | Landlord<br>New Castle County Department of Land Use<br>395-5555 |

…

**Tenant Complaint Form**

If you are experiencing a problem with your rental unit~~,~~ that is **NOT** ~~unless~~ an emergency ~~exists~~, you must first file a written complaint with your landlord. You may ~~U~~use this form complaint to report non-emergency problems with your rental unit. **A form complaint is linked hereto – fill it out with your information**. After you have input your information, ~~F~~forward this form to your landlord by hand-delivery, certified mail, or certificate of mailing. In addition, you may forward the written complaint to your landlord by way of electronic mail (email). Be sure to keep a copy of this form for your records!

~~Date~~
~~______~~
~~Tenant Name~~
~~______~~
~~Address~~
~~______~~
~~______~~
~~Phone Number~~
~~______~~
~~Problem~~
~~(Please provide a brief description)~~
~~______~~
~~______~~
~~______~~
~~Previous Action taken~~
~~(if any)~~
~~______~~
~~______~~
~~______~~
~~Date Delivered~~
~~by~~
~~(Circle One)~~
~~Hand Delivered~~
~~Certified Mail~~

~~Certificate of Mailing~~

Section 2. This Ordinance shall become effective upon passage by New Castle County Council and approval of the County Executive, or as otherwise provided in 9 *Del. C.* Section 1156.

Adopted by County Council
of New Castle County on:

____________________________
Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

______________________
Marcus Henry
County Executive
of New Castle County

**SYNOPSIS:** This Ordinance amends *New Castle County Code* in several ways to clarify provisions of the law relating to rights and obligations regarding residential rental units. The Ordinance also improves communications between tenants and landlords during an emergency by requiring that the landlord provide both an emergency telephone number as well as an email address so that the tenant is able to reach the landlord during an emergency. Importantly, the proposed amendments are intended to improve the overall quality of rental housing.

In addition, among other things, the Ordinance clarifies and improves on outdated and duplicative language in the Code, including:

- Eliminating references to the *Rental Housing Advisory Committee* or RHAC which was eliminated in 2019 by Ord. No. 19-007 and was <u>replaced</u> by the Housing Advisory Board, which assumed the RHAC'S responsibilities.
- Adding a new, improved definition of "person" to the *Definition* section, eliminating an outdated reference to this term, which does not exist, in the Delaware Supreme Court Rules.
- Clarifying redundant penalty provisions under Sec. 19.04.002(C), "Administrative penalties."
- Clarifying redundant penalty provisions under Section 19.04.002(C)(3) in order to maintain the scheme set in preceding penalties.
- Clarifying responsibilities of the landlord and tenant in relation to infestations and mold.

**FISCAL NOTE:** There is no discernible fiscal impact.