



REHOBOTH BEACH BOARD OF COMMISSIONERS

Support Document Packet

WORKSHOP MEETING:

February 8, 2016

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City of Rehoboth Beach

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THE COMMISSIONERS OF REHOBOTH BEACH
Workshop Meeting
Second Floor of Rehoboth Beach Volunteer Fire Company
Monday, February 8, 2016; 9:00 a.m.

WORKSHOP AGENDA

1. Call to Order
2. Roll Call
3. Correspondence
4. Presentation by representatives of the Cape Henlopen School District regarding the district's plans to construct a new elementary school.
5. Old Business
 - A. Discuss with Kyle Gulbranson of AECOM, the City's planning consultant, a draft Residential (formerly Vacation) Rental Ordinance.
 - B. Discuss refuse, recycling and yard waste issues and potential code changes – Commissioners Mills and McGuiness.
 - C. Discuss the requirements contained in the City Code related to the size of restaurants.
 - D. Discuss the status of brewery-pubs as related to the City's applicable zoning and licensing requirements.
6. New Business
 - A. Discuss a draft contract renewal between the City and the current beach concessionaire for the rental of umbrellas, chairs and rafts.
 - B. Discuss a draft agreement between the City and Sussex County whereby the city will continue supplying drinking water to the county for the Dewey Beach Water District.
7. City Manager's Report
8. Committee Report
9. City Solicitor's Report
10. Commissioner Announcements/Comments
11. Discuss items to include on future agendas.
12. Citizen Comment
13. Adjournment

AGENDA ITEMS MAY BE CONSIDERED OUT OF SEQUENCE.

Citizen comment regarding Old Business, New Business and Committee Reports will be heard during each agenda topic after initial discussion by the Commissioners at the discretion of the chair. Speakers shall state their name and address. Comments are limited to three minutes or at the discretion of the chair. Comments on non-agenda items will be heard under "Citizen Comment".

*For additional information or special accommodations, please call (302) 227-6181 (TDD Accessible) 24 hours prior to the meeting.

**Next scheduled meeting – (Regular) Friday, February 19, 2016; 7:00 p.m.
amw: 02/01/16; posted 02/01/16
pc (via Fax) Cape Gazette, Coast Press, State News

1 DATE: February 8, 2016
2 VERSION: 5
3 AUTHOR(S)/SPONSOR(S): Kyle Gulbranson, AICP, AECOM & Working Group
4 TO: Board of Commissioners
5

6 **Chapter _____ Residential Rentals**
7

8 **Section 1 Title.**

9 This Chapter shall be referred to as the "Residential Rental Ordinance."
10

11
12 **Section 2 Purpose.**

13 The City Commissioners find~~s~~ and determin~~e~~s as follows:
14

- 15 a) The use of single and multiple family dwelling units have long been used in the resort community for Residential
16 Rental ~~lodging~~ purposes to provide an alternative to traditional accommodations; however, such uses ~~in certain single~~
17 ~~family neighborhoods~~ may have ~~effects~~ adverse impacts that can best be addressed through an appropriate city
18 regulatory program.
19
- 20 b) The establishment of a regulatory program for Residential Rentals ~~lodging~~ will provide an administrative procedure to
21 preserve and protect the City's ~~residential~~ neighborhoods and provide standards and procedures for Residential
22 Rentals, as well as education for prospective renters on ~~the~~ City regulations and expected behaviors.
23
- 24 c) The purpose of this Chapter is to establish regulations for such use of residential rental property thereby enabling the
25 City to preserve ~~residential communities and~~ the public health, safety, and welfare.
26
- 27 d) This Chapter is not intended to regulate hotels, motels, inns, tourist homes, rooming and boarding houses, cabins and
28 cottages, and bed and breakfast establishments.
29

30 **Section 3 Definitions.**

31 For purposes of this Chapter, the following words and phrases shall have the meaning respectively ascribed to them by
32 this Section:
33

34 **BEDROOM** - An area of a Residential Rental normally occupied and being heated or cooled by any equipment listed or
35 labeled for human habitation, and designated as a sleeping room or area.
36

37 **CABIN** - A small single story residential dwelling without kitchen facilities used as a residential rental, located on a property
38 with a rental office or attendant. A cabin shall not be an accessory to a principal dwelling.
39

40 **COTTAGE** - A small single story residential dwelling used as a residential rental, located on a property with a rental office
41 or attendant. A cottage shall not be an accessory to a principal dwelling.
42

43 **EFFICIENCY UNIT** - An apartment in which one room typically contains the kitchen, living and sleeping quarters, with a
44 separate bathroom.
45

46 **GOOD CAUSE** - For the purposes of denial, suspension, revocation, imposition of conditions, renewal, and reinstatement
47 of a Residential Rental License, means (1) the Owner, the Owner's Agent, or the Local Contact Person has failed to
48 comply with any of the terms, conditions, or provisions of this Chapter or any relevant provision of this Code, State law, or
49 any rule or regulation promulgated thereunder; (2) the Owner, Owner's Agent, or Local Contact Person has failed to
50 comply with any special conditions that were placed upon the Residential Rental License by the City Manager; (3) the
51 Residential Rental has been operated in a manner that adversely affects the public health or welfare or the safety of the
52 immediate neighborhood in which the Residential Rental is located; or (4) is delinquent with any taxes or fees owed to the
53 City of Rehoboth Beach

54
55 **GOOD NEIGHBOR BROCHURE** - A document prepared by the City that summarizes general rules of conduct,
56 consideration, and respect, including without limitation provisions of the Rehoboth Beach Municipal Code applicable to or
57 expected of renters and residents of the City

58
59 **LOCAL CONTACT PERSON** - An individual designated by the Owner, an Agent of the Owner or local property manager,
60 who is available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding by telephone or in-
61 person to complaints regarding the condition, operation, or conduct of occupants of the Residential Rental, or any agent of
62 the Owner authorized by the Owner to take remedial action and who responds to any violation of this Code

63
64 **OWNER** - The person(s) or entity(ies) that hold(s) legal and/or equitable title to a Residential Rental unit

65
66 **PROPERTY** - A ~~residential~~ legal lot of record on which a Residential Rental is located

67
68 **RENTAL TERM** - The period of time an occupant and/or guest rents or leases a Residential Rental

69
70 **RESIDENTIAL RENTAL** - A ~~residential~~ dwelling unit, including single-family detached, single-family attached or multi
71 family unit, or any portion ~~thereof -of such a dwelling~~, rented for occupancy for dwelling, lodging, or sleeping purposes
72 which is made available by agreement for residential occupancy by a tenant in consideration for payment of rent
73 regardless of rental term

74
75 **RESIDENTIAL RENTAL LICENSE** - Also referred to as "Rental License" means an annual license ~~submitted to~~ issued by
76 the City pursuant to this Chapter

77
78 **Section 4 Applicability.**

79 This Ordinance shall apply to all Residential Rental units as defined in Section 3.

80
81 a) No Owner of a Residential Rental shall rent any unit without a valid Rental License pursuant to this Chapter.

82
83 ~~b) The current License number issued by the City shall be posted in a clear and legible manner on all advertising related~~
84 ~~to each Residential Rental, including without limitation, web based advertising, print media, and television, and on the~~
85 ~~property. (IS THIS STILL RELEVANT?)~~

86
87 **Section 5 Owner Representative/Representation**

88 a) An Owner may retain an Agent or a representative to comply with the requirements of this Chapter, including, without
89 limitation, the filing of a complete Residential Rental License, the management of the Residential Rental unit or units,
90 and the compliance with the requirements of this Chapter. Except as provided and notwithstanding any agency
91 relationships between an Owner and an Agent or representative, the Owner of the Residential Rental unit or units

92 shall remain responsible for compliance with the provisions of this Chapter and the failure of an Agent to comply with
93 this Chapter shall not relieve the Owner of the Owner's obligations under the provisions of this Chapter.

94 95 **Section 6 Residential Rental License and Registration Requirements**

96 a) Prior to use of a property as a Residential Rental, the Applicant shall apply for and obtain a Residential Rental License
97 annually on a form provided by the City and signed by the Applicant under penalty of perjury. Each application shall
98 contain the following information:

- 99
- 100 1) The name, address, email and telephone number of the Owner of the unit for which the Residential Rental
101 License is to be issued
 - 102 2) The name, address, email and telephone number of the Agent, if any, of the Owner of the unit
 - 103 3) The name, address, email and twenty-four (24) hour telephone number of the Local Contact Person
 - 104 4) The physical address of the residential property proposed to be used as a Residential Rental
 - 105 5) The number of bedrooms contained within the Residential Rental unit and the maximum occupancy
 - 106 6) Acknowledgement that all Applicants have reviewed and understand of receipt and inspection of a copy of
107 all regulations pertaining to the operation of a Residential Rental
 - 108 6)7) A signed and notarized safety certification, if applicable
 - 109 7)8) Such other information as the City Manager deems reasonably necessary to administer this Chapter

110

111 b) A Residential Rental License may be denied if a Rental License for the same unit and issued to the same Owner has
112 previously been revoked pursuant to Section 9. The denial of a Rental License for any reason may be appealed in
113 accordance with to the provisions of Chapter 120-12 of the Municipal Code.

114

115 c) Upon change of property ownership, agent, or other material facts set forth in the annual license, a new license for a
116 Residential Rental shall be required to continue operation of the Residential Rental and within thirty (30) days fourteen
117 days (14) of said change the Owner or his or her Agent shall submit the required registration and fee.

118 119 **Section 7 Operational Requirements and Standard Conditions.**

120 a) The Owner shall use reasonable ~~reasonably prudent~~ business practices to ensure that the Residential Rental unit
121 complies with all applicable codes regarding fire, building, ~~and safety~~, health and safety, and all other relevant laws.

122

123 b) Any new Residential unit applying for a Rental License for the first time, or an existing residential rental whose license
124 has not been renewed for a period of two (2) years or is not current on rental license fees shall be required to be
125 inspected by the City for compliance with the provisions of this Ordinance and the building, health and safety
126 requirements of the City and State. Following an inspection a notice of compliance or listing of deficiencies will be
127 provided to the Owner or his or her Agent. Existing licensed Residential Rental units as of the date of adoption of this
128 Ordinance will be required to complete an annual self-safety certification ~~checklist~~ form for health and safety
129 requirements as part of the annual license renewal process. The form checklist will identify minimum health and safety
130 requirements and required safety equipment to be present in each Residential Rental unit. The self-safety certification
131 form checklist shall be completed by the Owner or his or her Agent and notarized. A self-safety certification form
132 checklist will need to be completed every year annually as part of the license renewal process. Any Owner may also
133 request an inspection by the City of their rental unit in lieu of completing the annual safety certification form.

134

135 c) The overnight occupancy of a Residential Rental unit is limited to a specific number of occupants, with the maximum
136 number of overnight occupants not to exceed two (2) persons per bedroom plus an additional four (4) persons as four
137 (4) persons within each Residential Rental unit plus an amount that will not exceed two (2) persons per bedroom

138 within each Residential Rental unit. Children under the age of two (2) years will not count towards the overall number
 139 of occupants. The Owner of a Residential Rental has the right to limit the number of occupants to less than the
 140 maximum required by the City. The following chart is provided as an example of how this Section would be applied to
 141 specific situations:
 142
 143

Number of Bedrooms	Total of Overnight Occupants
0 / Efficiency Unit	4
1	6
2	8
3	10
4	12
5	14
6	16
7	18

144
 145 ~~d) The City Manager may approve occupancy in excess of the above stated occupancy requirements due to exceptional~~
 146 ~~circumstances unique to an existing property. The maximum occupancy of any and all Residential Rentals~~
 147 ~~established prior to the adoption date of this Ordinance, shall be subject to the same limitations as contained in~~
 148 ~~Section 7c above unless the Owner or Agent can provide documentation of a pre-existing occupancy precedent. An~~
 149 Owner or Agent of such a property shall request an exception to the occupancy requirement at time of application for
 150 a Residential Rental License or renewal. The City Manager shall confirm with the Building Inspector that the
 151 residence has the capacity to house occupants in excess of the City's occupancy maximum and may require an
 152 inspection by the Building Inspector.

153
 154 ~~d)e) The Owner shall use reasonable reasonably prudent business practices to ensure that the occupants and/or guests of~~
 155 ~~the Residential Rental unit do not create unreasonable noise disturbances, engage in disorderly conduct, or violate~~
 156 ~~provisions of the Municipal Code or any State law.~~

157
 158 ~~e)f) During the term each Residential Rental unit is rented, the Owner, his or her Agent, and/or the Local Contact Person~~
 159 ~~designated by the Owner, shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose~~
 160 ~~of (1) responding by telephone to complaints receiving telephone calls or other communications from the City Police~~
 161 ~~Department or other City Official relative to complaints about a property they manage, and (2) responding to the~~
 162 ~~complaint by telephone or in-person when directed by the police or any city official. to any additional or successive~~
 163 ~~complaints regarding the condition, operation, or conduct of occupants of the Residential Rental when contacted~~
 164 ~~directly by telephone of a serious violation or situation that requires immediate attention or action.~~

165
 166 ~~f) The Owner shall use reasonably prudent business practices to ensure that the occupants and/or guests of the~~
 167 ~~Residential Rental unit do not create unreasonable noise disturbances, engage in disorderly conduct, or violate~~
 168 ~~provisions of the Municipal Code or any State law.~~

169
 170 g) For the purpose of this Section ~~and Subsections below,~~ the following procedure shall be used to respond to identified
 171 complaints and violations requiring the Local Contact Person's involvement.

- 172
 173 1) Should a City Police Officer or City Official be notified of a complaint regarding an occupant(s) and/or
 174 guest(s) of a Residential Rental unit, ~~that has created unreasonable noise, disturbances or engaged in~~

175 ~~disorderly conduct while occupying the Residential Rental unit~~, the compliant shall be investigated by a
176 Police Officer or City Official and the Officer/Official shall determine whether or not the complaint warrants
177 notification of the designated Local Contact Person. Should the incident be resolved by the Police Officer or
178 local Official and no contact is made to the Local Contact Person, a report shall be provided to the City
179 Manager's Office the following day regarding the incident.
180

- 181 2) Should the Officer or local Official determine that the complaint warrants the notification of the designated
182 ~~established~~ Local Contact Person, the City Police or a City Official shall promptly notify the Local Contact
183 Person to assist with the resolution of the issue or complaint. A report shall be provided to the City
184 Manager's Office the following day regarding the incident. to respond in a timely and appropriate manner to
185 stop the reported activity or its reoccurrence.
186

187 i.—~~The Local Contact Person shall attempt to contact the occupant and/or guest of the Residential~~
188 ~~Rental unit by telephone within thirty (30) minutes of being contacted by the City Police or City~~
189 ~~Official. Should the Local Contact Person make contact with the occupants of the rental unit and~~
190 ~~the issue is resolved, the Local Contact Person shall report back to the City Police of the situations~~
191 ~~resolution. The City Police shall provide a report to the City Manager's Office the following day~~
192 ~~regarding the incident.~~
193

194 ii.—~~Should the Local Contact Person not be able to reach the occupant and/or guest by telephone~~
195 ~~within thirty (30) minutes of notification of the complaint or violation, an in-person visit by the Local~~
196 ~~Contact Person shall be made to the property to resolve the situation. The Local Contact Person~~
197 ~~shall visit the property in no less than one (1) hour from the initial contact by the City Police or City~~
198 ~~Official. The Local Contact Person shall contact the City Police after visiting the property to advise~~
199 ~~the City as to the issue or situation. The City Police shall provide a report to the City Manager's~~
200 ~~Office the following day regarding the incident.~~
201

202 iii.—~~In the instance of a serious situation in the opinion of the investigating officer, or issuance of a~~
203 ~~citation by a City Police Officer, the Police Officer shall request an immediate in-person visit by the~~
204 ~~Local Contact Person to assist with the resolution of the incident. The City Police shall provide a~~
205 ~~report to the City Manager's Office the following day regarding the incident.~~
206

207 iv.—~~The City Police shall notify the City Manager's Office on a daily basis of any report, incident or~~
208 ~~violation pertaining to a Residential Rental unit for record keeping and resolution. A notice of~~
209 ~~complaint will be emailed or mailed to the Owner or his or her Agent, and Local Contact Person.~~
210 ~~The City Manager may follow up directly with the Owner or Owners' Agent to determine disposition~~
211 ~~or resolution of the complaint based on the severity or frequency of occurrence at a given~~
212 ~~location.~~
213

- 214 h) Failure of the Local Contact Person Owner or his or her Agent to cooperate with City Police or City Officials in
215 responding to calls or notice of complaints regarding the condition, operation, or conduct of occupants of the
216 Residential Rental in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this
217 Chapter. It is not intended that an Owner, Agent, or Local Contact Person act as a peace officer or place himself or
218 herself in an at-risk situation.
219

220 | ~~i) Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by~~
221 | ~~the collectors and between the hours of five (5) a.m. and eight (8) p.m. on scheduled trash collection days. The~~
222 | ~~Owner of the Residential Rental unit shall use reasonably prudent business practices to ensure compliance with all~~
223 | ~~the provisions of Chapter ___ of the Municipal Code, and shall provide "walk-in service" or as may otherwise be~~
224 | ~~approved by the City Manager.~~

225 |
226 | ~~j)j)~~ The Owner of the Residential Rental unit shall post a copy of the Rental License and a copy of the conditions set forth
227 | in this Section in a conspicuous place within the unit.

228 |
229 | ~~k)j)~~ The Owner shall provide each occupant of a Residential Rental with the following information prior to occupancy of
230 | the unit and/or post such information in a conspicuous place within the unit:

- 231 |
232 | 1) The name of the Managing Agency, Agent, Rental Manager, Local Contact Person, or Owner of the unit,
233 | email and a telephone number at which that party may be reached on a twenty-four (24) hour basis
234 | 2) The ~~trash pick-up day collection days for refuse, yard waste and recyclables~~ and applicable rules and
235 | regulations pertaining to ~~leaving or storing trash or refuse waste materials~~ on the exterior of the property
236 | 3) Notification that the occupant may be cited or fined by the City and/or immediately evicted by the Agent or
237 | Owner pursuant to State law, in addition to any other remedies available at law, for creating a disturbance or
238 | for violating other provisions of this Chapter and the City Noise Ordinance, a copy of the City's Noise
239 | Ordinance is to be provided
240 | 4) Notification that failure to conform to the occupancy requirements of the Residential Rental unit is a violation
241 | of this Chapter
242 | 5) Provide a copy of the City of Rehoboth Beach Good Neighbor brochure

243 |
244 | ~~h)k)~~ The use of a Residential Rental unit shall not violate any applicable conditions, covenants, or other restrictions on real
245 | property.

246 |
247 | ~~m)l)~~ The City Manager shall have the authority to impose additional standard conditions, applicable to all Residential
248 | Rental units, as necessary, to achieve the objectives of this Chapter. A list of all such additional standard conditions
249 | shall be maintained and on file in the office of the City Clerk and such offices as the City Manager designates.

250 |
251 | ~~n)m)~~ Notwithstanding the provisions of ~~this Section-Subsection (---) above~~, upon a determination of good cause, the City
252 | Manager may impose additional or special standards or requirements for placement or imposition of special conditions
253 | or performance standards for Owners, Owner's Agents, Local Contact Persons for a particular property.

254 |
255 | ~~o)n)~~ The standard conditions may be modified by the City Manager upon request of the Owner or his or her Agent based
256 | on site-specific circumstances for the purpose of allowing reasonable accommodation of a Residential Rental. All
257 | requests must be in writing and shall identify how the strict application of the standard conditions creates an
258 | unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a
259 | Residential Rental would not be allowed. Any hardships identified must relate to physical constraints to the subject
260 | site and shall not be self-induced or economic. Any modifications to the standard conditions shall not further
261 | exacerbate an already existing problem.

262 |
263 | ~~p)o)~~ The City Manager shall have the authority to establish administrative rules and regulations consistent with the
264 | provisions of this Chapter for the purpose of interpreting, clarifying, carrying out, furthering, and enforcing the

265 requirements and the provisions of this Chapter. A copy of such administrative rules and regulations shall be on file in
266 the office of the City Clerk.

267
268 **Section 8 Rental Unit Assessment. Audit.**

269 a. Each Owner and Agent or representative of any Owner shall provide reasonable access to their Residential
270 Rental and any records related to the use and occupancy of the Residential Rental at the request of the City
271 Manager for the purpose of inspection or assessment audit to determine that the objectives and conditions of this
272 Chapter are being fulfilled and any reported health, safety and welfare concerns.

273
274 b. An assessment and inspection may be deemed necessary for the following reasons:

- 275 1) Documented violations of this Ordinance and other City codes.
- 276 2) Complaints from the tenant of a residential rental unit that a code violation may exist.
- 277 3) Records maintained by the Enforcement Official which were established during previous inspections
278 and which reflect prior existence of code violations and/or the absence of correction of such violations.
- 279 4) Direct referrals for inspection from other City Officials with code enforcement responsibility or from
280 officials of a federal, state or local agency, or from officials with a public or private utility.
- 281 5) Reports that the exterior condition of a residential rental unit reflects the existence of code violations.
- 282 6) Failure of the property owner to properly submit Safety Certification form.

283
284 b.c. Upon notification of the City Manager's Office of an assessment or inspection~~audit~~, the Owners shall provide
285 access to all required areas of a Residential Rental unit for inspection within forty-eight hours of an inspection
286 request from the Building and Licensing Department. This time period may be extended upon the approval of the
287 Chief Building Inspector or his or her designee. If the Residential Rental unit is legally occupied by a tenant or
288 other occupant, the owner shall notify the tenant or occupant and request that the tenant or occupant allow the
289 inspection. The owner shall not be in violation of this section if the tenant or occupant refuses to allow the
290 inspection.

291
292 c.d. If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the inspector shall have
293 recourse to every remedy provided by law to secure lawful entry and inspect the premises, including but not
294 limited to securing an inspection warrant from the Alderman Court or any other court of competent jurisdiction.
295 The inspector shall provide notice that a warrant has been issued to both the owner/operator and the tenant or
296 occupant at least twenty-four hours before the warrant is executed, unless the judge finds that immediate
297 execution is reasonably necessary under the circumstances shown.

298
299 d.e. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the Residential Rental unit is
300 so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the public health or safety,
301 the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable
302 means required to effect the entry and make an inspection.

303
304 **Section 9 Violations.**

305 a) Any violation of this Chapter is declared a civil offense pursuant to Chapter 126 of the Municipal Code of the City of
306 Rehoboth Beach. Any person who violates this Chapter shall pay a civil assessment of two hundred fifty dollars
307 (\$250). Any person who uses, or allows the use of, a residential property in violation of the provisions in this Chapter
308 is guilty of a misdemeanor for each Each day the violation remains shall be deemed a separate civil offense, in which
309 such residential property is used, or allowed to be used, in violation of this Chapter. Violations are punishable
310 pursuant to Section ____ and the administrative citation provisions of Chapter ____ of the Municipal Code, except that
311 the fine for a first violation shall be two hundred fifty dollars (\$250) and each subsequent violation shall be five
312 hundred dollars (\$500).

313
314 b) Notwithstanding the provisions of Chapter 126~~____~~, any citation or pre citation or courtesy warning issued for
315 violations specified in this Section of this Chapter may provide for a reasonable compliance date or time of less than

316 | fifteen (15) calendar days from the date or the time the citation ~~or pre-citation warning~~ is given if, due to the nature of
317 | the violation, a shorter compliance period is necessary or appropriate, as determined in the reasonable judgment of
318 | the city official issuing the citation ~~or notice~~. An Owner may request reconsideration or an extension of the time for
319 | compliance to the Code Enforcement Officer.
320 |

321 | c) Upon the third distinct violation or complaint in any twelve (12) month period to this Ordinance or for noise or
322 | disorderly conduct the City Manager shall call for a meeting with the property owner and representative to determine
323 | the causes of such violation, complaints or behavior, and solutions to resolve the situation.
324 |

325 | d) Should ~~there be no adequate resolution after after numerous complaints, violations and meetings with the property~~
326 | ~~owner and representatives of properties with~~ three or more distinct violations, ~~and adequate resolution of the particular~~
327 | ~~problems are not resolved~~, the City Manager ~~for good cause may shall~~ not issue renew the a Residential Rental
328 | License for the particular property for the next occurring rental period. Owners may appeal a decision of the City
329 | Manager ~~regarding non-renewal~~ to the City Commissioners.
330 |

331 | e) Any person who fails to timely obtain a Residential Rental License or pay any fee or charge provided in this Chapter
332 | within the time required shall pay a penalty in the amounts established by the City Commissioners by resolution.
333 | Such penalty may also include interest from the date on which the fee or charge became due and payable to the City
334 | until the date of payment.
335 |

336 | f) The remedies provided for in this Section are in addition to, and not in lieu of, all other legal remedies, criminal or civil,
337 | which may be pursued by the City to address any violation of this code or other public nuisance.
338 |

339 | **Section 10 Requirements Not Exclusive.**

340 | The requirements of this Chapter shall be in addition to any license, permit, or fee required under any other provision of
341 | this Code. The issuance of any permit pursuant to this Chapter shall not relieve any person of the obligation to comply
342 | with all other provisions of this Code pertaining to the use and occupancy of Residential Rental or the property on which it
343 | is located.

**City of Rehoboth Beach
 Rental Housing Inspections Program
 SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION**

PROPERTY ADDRESS (PRINT)		
NUMBER OF BEDROOMS:		SELF - INSPECTION DATE:
RENTAL TYPE:	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi family <input type="checkbox"/> Apartment / Condo <input type="checkbox"/> Efficiency Apartment	GARAGE APARTMENT ON PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>Owners of rental housing properties must certify each rental housing dwelling / unit on the property every licensure year.</p> <p>Self- Safety Certification requires the following:</p> <ul style="list-style-type: none"> • Inspect each rental housing dwelling / unit on the property for compliance with requirements. • Immediately make any repairs to the rental housing dwelling / unit in order to achieve compliance with the requirements of the checklist. Ensure all required permits are obtained if required prior to the start of work. • Upon completion of the checklist, maintain a copy on file and submit the Safety Certification Packet with signed affidavit to the City of Rehoboth Beach Building and Licensing Department. • Immediately notify the City of Rehoboth Beach Building and Licensing Department if any rental dwelling / unit cannot be self- safety certified because necessary repairs cannot or will not be made. 		
SIGNER'S NAME: (PRINT)	<input type="checkbox"/> OWNER <input type="checkbox"/> OWNER'S AGENT	SIGNATURE:
SIGNER'S ADDRESS:		
CITY:	STATE:	ZIPCODE:
TELEPHONE:		EMAIL:

PLEASE MAIL THE COMPLETED SAFETY CERTIFICATION PACKET TO:

City of Rehoboth Beach
 Building and Licensing Department
 306 Rehoboth Avenue
 Rehoboth Beach, DE 19971

City of Rehoboth Beach
Rental Housing Inspections Program
SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION

PROPERTY ADDRESS:	SELF - INSPECTION DATE:
-------------------	-------------------------

ITEMS	YES	NO (If no, explain)	N/A
Exterior Property Areas			
Exterior property areas maintained in a clean and safe condition			
Sidewalks, walkways and driveways are in good repair			
Exterior areas including sidewalk free from weeds and plant overgrowth in excess of 10 inches, landscaping maintained			
Address numbers are plainly legible, minimum 4 inches in height, contrast with their background and visible from the street			
Garage and other accessory structures in good condition and maintained			
Exterior Dwelling			
Foundations are in good solid condition			
Exterior surfaces are free from deterioration, painted surfaces are properly maintained			
Roofs are in good repair, gutters and downspouts are not clogged			
Stairs, decks, guardrails and handrails are in good condition with no rotting material			
All exterior lighting is in working order (entryway, landscaping, etc.)			
Entry doors are equipped with a dead bolt lock designed to be readily openable from the side of egress (Interior to Exterior) without the need for keys, special knowledge or effort and have a minimum lock throw of 1 inch			
All exterior and sliding glass doors open, shut and secure properly			
Interior Dwelling			
Interior surfaces are maintained free from dirt, mold, stains, holes, cracked / peeling paint or other defective surface conditions			
Bathroom exhaust fan operational and exhaust to exterior (if equipped)			
Interior doors in place, properly working, with correct hardware			
GFCI receptacles installed in all bathrooms and all kitchen receptacles servicing countertop surfaces			
All habitable areas have at least two separate and remote electrical receptacles, each bathroom shall contain at least one receptacle			

Electric panel and directories covered and circuits labeled			
---	--	--	--

**City of Rehoboth Beach
Rental Housing Inspections Program
SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION**

PROPERTY ADDRESS:	SELF - INSPECTION DATE:
-------------------	-------------------------

ITEMS	YES	NO (If no, explain)	DOES NOT APPLY
Interior Dwelling (Continued)			
All windows open as designed and properly lock / latch			
All appliances are in working order			
HVAC system operational and serviced per manufacturer recommendations			
Water heater operates as designed with relief valve discharge pipe installed			
Fire Safety			
Smoke detectors are installed in the hallways and in each bedroom / sleeping room			
All smoke detectors are in working order and inspected biannually, damaged or missing smoke detectors replaced in-kind and as designed			
Emergency escape openings maintained in accordance with the building code in effect at the time of construction			
Egress doors readily openable from the egress side (interior side) without the need for keys, special knowledge or effort			
Apartments/Condominiums – Exterior doors leading to a common hallway are equipped with a door closing device capable to have the force to bring the door to a fully closed position upon being released after opening			
Miscellaneous			
Rental property meets City of Rehoboth Beach Zoning Code for use			
Pool license obtained (Only applicable to pools, hot tubs and spas)			
Current Agent / Local Contact Person on file with the City			
Notes			

SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION

PROPERTY ADDRESS:	SELF - INSPECTION DATE:
-------------------	-------------------------

AFFIDAVIT

I herby certify, under penalty or perjury..... In accordance with CORB codes and ordinances and the 2012 International property Maintenance Code...etc

***** NEED TO ADD LANGAUGE*****

DATE: February 8, 2016
DRAFT VERSION: 3

CITY OF REHOBOTH BEACH
APPLICATION FOR RENTAL LICENSE

GLOSSARY:

APARTMENT - A room or suite of rooms in a dwelling or other permitted structure designed for use as a residence by a single family.

CABIN - A small single story residential dwelling without kitchen facilities used as a residential rental, located on a property with a rental office or attendant. A cabin shall not be an accessory to a principal dwelling.

COTTAGE - A small single story residential dwelling used as a residential rental, located on a property with a rental office or attendant. A cottage shall not be an accessory to a principal dwelling.

EFFICIENCY APARTMENT - An apartment in which one room typically contains the kitchen, living and sleeping quarters, with a separate bathroom.

HOTEL, MOTEL, INN - A building or structure operated for profit, accommodating more than six persons, providing lodging, food and/or services to the transient traveling public, and may include restaurants, club rooms, public banquet halls, ballrooms or meeting rooms, but the individual living units shall not contain kitchen or cooking facilities.

LOCAL CONTACT PERSON - An individual designated by the Owner, an Agent of the Owner or local property manager, who is available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding by telephone or in-person to complaints regarding the condition, operation, or conduct of occupants of the Residential Rental, or any agent of the Owner authorized by the Owner to take remedial action and who responds to any violation of this Code.

RESIDENTIAL RENTAL - A dwelling unit, including single-family detached, single-family attached or multi family unit, or any portion thereof, rented for occupancy for dwelling, lodging, or sleeping purposes which is made available by agreement for residential occupancy by a tenant in consideration for payment of rent regardless of rental term.

ROOMING HOUSE OR BOARDING HOUSE - A dwelling or structure or part thereof used to provide sleeping accommodations, with or without meals, for compensation, for no more than six persons.

Make Check Payable To:
City of Rehoboth Beach
Attn: B & L
306 Rehoboth Avenue
Rehoboth Beach, DE 19971

**APPLICATION FOR RENTAL LICENSE
FOR RESIDENTIAL RENTALS**

Acct. #
Tax ID#

NEW ()
RENEWAL ()

A separate application must be completed for each rental property
Please call 302-227-4504 to schedule your rental inspection within 15 days

If your rental property is managed by a property management or real estate company, please have them call us to schedule. A representative must meet our inspector on site

License Fee Pursuant to §120-20. Lodging Facilities: The undersigned persons, firms and corporations engaged, for profit, in renting rooms, cottages, cabins, private houses and apartments and/or serving food within the limits of the City shall pay an annual license fee to the City Manager, for the use of the City, as follows:
Rental License fees for Residential Rentals are as follows: <ul style="list-style-type: none"> • For each home or apartment with at least one bedroom: \$50, plus • For each bedroom in excess of two in a home or apartment: \$20 additional • Efficiency apartments, one room only and bath: \$41 • Private houses offering rooms for private rental: \$26 per room

Owner Name (Print)	Agent Name, if applicable (Print)
Signature	Signature
Address (home)	Office Address
Home Phone #	Office Phone #
Cell Phone #	Second Phone # (Optional)
Email	Email

Each Residential Rental must have a Local Contact Person who can respond 24 hours per day, 7 days per week

Local Contact Person (Print)
Address (home)
Home Phone #
Cell Phone #
Email

***For all contact information, please indicate best method for contact by circling Home/Office Phone, Cell Phone or Email

If you own/manage a Residential Rental please complete the following section. Any new Residential Rental applying for a Rental License for the first time will need to be inspected by the City. Existing Residential Rentals are required to complete and have notarized a safety certification form, which is attached to this Application. You may also request an inspection by the City of the rental unit in lieu of completing the safety certification form.

House
 Apartment
 Efficiency Apartment, One Room Only
 Housing Offering Rooms for Rent

Street Address of Rental Property _____

Number of Bedrooms _____ Maximum Occupancy _____

I have reviewed and understand the Residential Rental Ordinance.
 I am requesting an occupancy exception. (Please attach occupancy justification for City review)

 FOR OFFICE USE: Verified by City of Rehoboth Building and Licensing that the Residential Rental does not exceed the maximum occupancy permitted.

**APPLICATION FOR RENTAL LICENSE
FOR OTHER TYPES OF LODGING**

Acct. #
Tax ID#

NEW ()
RENEWAL ()

A separate application must be completed for each rental property

License Fee Pursuant to §120-20. Lodging Facilities: The undersigned persons, firms and corporations engaged, for profit, in renting rooms, cottages, cabins, private houses and apartments and/or serving food within the limits of the City shall pay an annual license fee to the City Manager, for the use of the City, as follows:

Rental License fees for Other Types of Lodging are as follows:

- For each cabin or cottage: \$33
- Hotels, motels, inns, rooming houses or boardinghouses: \$26 per room

Owner Name (Print)	Manager's Name (Print)
Signature	Signature
Address (home)	Office Address
Home Phone #	Office Phone #
Cell Phone #	Second Phone # (Optional)
Email	Email

Please provide information for a second contact

Second Contact Name (Print)
Office Address
Office Phone #
Second Phone # (Optional)
Email

***For all contact information, please indicate best method for contact by circling Home/Office Phone, Cell Phone or Email

Please indicate what type of lodging you own/manage and the following information.

Cabins or Cottages Number of Units _____

Hotel, Motel or Inn Number of Bedrooms _____

Rooming or Boarding House Number of Bedrooms _____

Name of Establishment _____

Street Address of Rental Property _____

1 DATE: February 4, 2016

2 SPONSORS: Commissioners Stan Mills & Kathy McGuiness

3 TO: Board of Commissioners

4 RE: Supporting document relative to discussion of refuse, recycling and yard waste
5 issues and potential code changes to Chapter 227 Solid Waste and Chapter
6 270-27 Storage of Refuse.

7 On the agenda of the Commissioners' workshop of February 8, 2016

8
9 **PROPOSED AMENDMENTS TO CURRENT CODES RELATING TO THE ONGOING WASTE DISCUSSIONS.**



11
12
13
14
15 For ease of review, the proposed code amendments for addressing waste issues are broken into segments.
16 (See supporting document of December 2014 for more detailed explanation of original concerns about wastes.)

17
18
19 **TOPIC #1.**

- 20 • Residential refuse (trash/garbage) is set out too far in advance of collection day, including on Saturdays when refuse is predominantly generated by rental houses.
- 21 • Residential refuse, yard waste and recyclables containers are not removed from public space (the street/curbside) timely per current City Code.

22
23
24
25
26 **RESOLUTION.**

- 27 • Establish/codify a timeline for setting out refuse for collection. (The code currently is devoid of a timeline.)
- 28 • Adjust timeline for retrieval of containers to make it easier for those with jobs to comply.

29
30
31 **See proposed code amendments below in redline plus comments: lines 190-199 and 211-232.**

32 TOPIC #2.

33

34 **Stored refuse, yard waste and recyclables often are located within the front yard in residential areas.**

35

36 RESOLUTION.

- 37 • Establish that for residential properties, all waste storage areas and containers shall be screened from
- 38 view.

39

40 **See proposed code amendments below in redline plus comments: lines 419-500.**

41

42

43

44 IN ADDITION TO THE ABOVE TOPICS:

45

- 46 • Code is not up to date with respect to yard waste and recycling collections.
- 47 • Code is archaic with respect to requiring garbage to be wrapped and tied.
- 48 • Miscellaneous code language is outdated.

49

50

51 RESOLUTION.

52 See proposed code amendments throughout the code below in redline plus comments.

53

54

55 **The sequence of discussion at the February 8, 2016 workshop is intended to be: topic #1 (lines 00-10), topic #2**

56 **(lines 00-11) and then the balance of code changes.**

57

58

59

60

61 **City of Rehoboth Beach Code as at January 16, 2016 with proposed amendments in redline**

62 **(red= proposed strikeouts; blue = proposed insertions).**

63

64 **CHAPTER 227. SOLID WASTE**

65 **[HISTORY: Adopted by the Commissioners of the City of Rehoboth Beach 11-8-1974 as Ch. 14 of the 1974 Code.**

66 **Amendments noted where applicable.]**

67 **GENERAL REFERENCES**

68 ~~Property maintenance — See Ch. 206.~~

69

70

71 **ARTICLE I. ~~Refuse Containers~~ Waste Disposal**

72 **§ 227-1. Definitions.**

73 As used in this article chapter, the following terms shall have the meanings indicated:

74

Comment [SM1]: Rescinded. Identify as such. Chapter 206 is now Pools.

Comment [SM2]: Expand definitions to cover entire chapter. There are two sections with definitions, here and at §227-25 (see lines 355-363 below). Both sections use some overlapping terms but have different definitions. It might be easier to put all definitions here in one place here. Additional (new) words are defined here also.

75 **BAG**
76 A plastic or ~~polyethelyne~~ polyethylene bag not less than 1 1/4 mils thick ~~having a tie string~~ and containing
77 no more than 50 pounds when filled.
78

79 **DISPOSABLE CONTAINER**

80 A bag, box or similar container (other than a waste container) intended for one time disposal of waste and
81 which will prevent leakage if any liquids are present.
82
83

Comment [SM3]: Term used in code for both residential and commercial areas.

84 **GARBAGE**

85 Wastes resulting from the handling, preparation, cooking and consumption of food, ~~and~~ wastes resulting
86 from the handling, storage and sale of produce and animal waste.
87

Comment [SM4]: Compare to definition from §227-25 as shown on lines 88-89. (Pick one.)

88 (From §227-25) Refuse containing any food, food waste, animal waste, human waste or any such
89 similar matter.
90

91 **LEACHATE**

92 Any liquid which drains from garbage or any liquid which comes in contact with any part of a container
93 previously contacted by garbage, including all water that comes in contact with garbage or parts of a
94 container previously in contact with garbage, such as (without limitation) water used to wash a
95 dumpster or rainwater that drains from or through garbage.
96
97

Comment [SM5]: Inserted here from §227-25.

98 **RECYCLABLES**

99 Materials designated by Delaware Solid Waste Authority which are capable of being recycled into new
100 products, such as newspapers, brown paper bags, magazines and catalogs, telephone and soft cover
101 books, junk mail and envelopes (all types), paper, paperboard (cereal/tissue boxes); cardboard, glass
102 bottles and jars (any color), metal cans (tin/steel/aluminum), #1 PET plastic food and beverage
103 containers, #2 HDPE plastic food and beverage containers (no motor oil or anti-freeze containers), HDPE
104 mixed rigid plastics (kitty litter containers, small plastic buckets up to 5 gallon, milk crates small toys and
105 plastic trays), #4 LDPE butter tubs, sour cream containers and margarine tubs, #5 Polypropylene yogurt
106 containers and cottage cheese containers and #7 mixed plastics containers, cartons and aseptic
107 containers (juice boxes, orange juice and milk cartons).
108
109

110 **REFUSE**

111 A. Combustible trash, including but not limited to paper, excelsior, ~~tree branches, yard trimmings~~, wood
112 furniture and bedding.

Comment [SM6]: Delete. Yard waste is no longer allowed to be comingled with refuse and garbage per DNREC permit conditions for DSWA landfills.

113 B. Noncombustible trash, including but not limited to metals, ~~tin cans~~, dirt, stone, glass, crockery and other
114 mineral waste.

Comment [SM7]: Subtle promotion of recycling.

115 C. Garbage.

116 ~~C~~D. Street rubbish, including but not limited to street sweepings, dirt, ~~leaves~~, catch basin dirt and contents
117 of litter receptacles.

Comment [SM8]: Same as comment SM6 above.

118 ~~D~~E. Wastes resulting from industrial processes and manufacturing operations.
119
120

121 **RESIDENTIAL AREAS**

122 All residences other than motels and hotels, but shall include boardinghouses, apartment houses and
123 condominiums, regardless of whether such residences are located in areas other than residential zones
124 as defined in Chapter 270, Zoning.

126 **TRASH**

127 Refuse containing no food, food waste, animal waste, human waste or any such matter.

Comment [SM9]: Inserted here from §227-25.

130 **WASTE**

131 Refuse, recyclables and yard waste intended for disposal.

133 **WASTE CONTAINER**

134 A reusable rigid plastic or metal container with watertight lid and suitable handles or tipper mechanism
135 compatible with city refuse trucks used for the storage of recyclables, yard waste and bagged garbage
136 and refuse and weighing no more than 50 pounds including contents.

138 **YARD WASTE**

139 Organics including grass, leaves, prunings, brush, shrubs, garden materials, Christmas trees and tree
140 limbs up to 4" in diameter.

141

142 **§ 227-2. Applicability.**

143 This article shall be applicable only in residential areas and for residentially used lots in commercial districts~~only~~.

144 **§ 227-3. Approved containers.**

145 A. The only approved container for storage of garbage and refuse shall be a ~~bag~~-disposable container or a waste
146 container as defined in § 227-1.

148 B. In any area in which it is determined by the City Manager that there is rodent infestation, the only approved
149 waste container shall be a metal container with suitable handles and tight-fitting covers. Such waste containers
150 shall be watertight.

Comment [SM10]: This is edited language of §227-5 (originally below) – fits better here.

152 C. The only approved container for storage of recyclables to be collected by the City shall be a city owned and
153 furnished recycling container.

155 D. The only approved containers for storage of yard waste to be collected by the City shall be a paper bag
156 specifically manufactured for yard waste and a city owned and furnished yard waste container.



157 Photos for reference only

158 **§ 227-4. Discontinuance of service; notice.**

159 A. The City Manager is authorized and directed to discontinue ~~garbage and refuse~~waste collection service to any
160 property which does not use ~~a bag~~the proper container for disposal of wastes.

161
162 B. Five days' written notice shall be given to the property owner whose ~~garbage and refuse~~waste service is to be
163 discontinued, directed to the property owner at his last known address.

164 ~~**§ 227-5. Metal container required in areas of rodent infestation.**~~

165 ~~The provisions of this article shall not be applicable to any area in which it is determined by the City Manager that~~
166 ~~there is rodent infestation. In such area, the only approved container shall be a metal container with suitable~~
167 ~~handles and tight-fitting covers. Such metal containers shall be watertight.~~

168

169 **ARTICLE II. Rules and Regulations**

170 **§ 227-6. Depositing rubbish in public places.**

171 **[Amended 7-8-1983 by Ord. No. 783-3]**

172 A. No person shall throw, place or deposit any garbage, trash, rubbish, cigarette or cigar butts, ashes, refuse,
173 yard waste or other foreign substance upon any sidewalk, boardwalk, crosswalk, avenue, street, lane, alley,
174 beach, park, strand or other public place or upon any property owned by the City or over which the police
175 power of the City extends.

176 B. Any violation of this section is declared a civil offense pursuant to Chapter 126 of the Municipal Code of the
177 City of Rehoboth Beach.

178 **[Amended 6-16-2008 by Ord. No. 0608-02]**

179

180

181 **§ 227-7. Depositing rubbish on private property.**

182 No person shall put, place or throw any ~~garbage, trash or rubbish~~wastes collected or gathered from one lot upon
183 or in front of any other lot within the city.

184

185 **§ 227-8. Garbage to be wrapped/bagged.**

186 A. All kitchen waste or vegetable or animal waste, commonly classified as garbage, shall be completely
187 ~~wrapped in newspaper or other wastepaper~~ bagged and securely tied before disposal in any waste container.

188 B. All ~~wrapped-bagged~~ garbage may be disposed along with ~~trash and rubbish~~refuse in the same waste
189 container.

Comment [SM11]: This section relocated to §227-3 "Approved containers" above, lines 148-150.

190 § 227-9. Placement of waste containers for collection in residential zones; time limits.

191 [Amended 6-13-1975 by Ord. No. 675-1; 6-16-2008 by Ord. No. 0608-02]

192 The owner or occupier of any given residentially zoned lot or of any residentially used dwelling in a commercial
 193 zone shall place all waste material in waste containers ~~or disposable containers~~ along the curb in front of such lot
 194 not earlier than 6:00 p.m. on the day prior to day of collection and not later than 7:00 a.m. on the day of collection
 195 or shall place any waste material in disposable containers, i.e. not containerized, not earlier than 5:00 a.m. and not
 196 later than 7:00 a.m. on the day of collection in order that it may be conveniently collected by the City collection
 197 forces. All waste ~~material~~ containers shall be removed from City property ~~within eight hours after the waste shall~~
 198 ~~have been collected~~ not later than 9:00 p.m. on the day of collection. Any violation of this section is declared a civil
 199 offense pursuant to Chapter 126 of the Municipal Code of the City of Rehoboth Beach.

Comment [SM12]: Commercial has their own timeline.

Comment [SM13]: Consider that the first trash is picked up at 7 a.m. – thus that client has to put the waste container away by 3 p.m. Setting a definitive time seems more reasonable for those with jobs to get home from work and to then put away containers.

202 § 227-10. Size of containers restricted and weight limited.

203 A. ~~All~~ Except as allowed for bagged and bundled yard waste, all waste material shall be contained in ~~individual~~
 204 waste containers, each of a capacity not exceeding ~~one bushel~~ 32 gallons without tipper mechanisms or up to
 205 95 gallons provided they have tipper mechanisms compatible with city refuse trucks. City owned and furnished
 206 recycling and yard waste containers are exempt from size limitations.

Comment [SM14]: One US bushel = 9.3 US gallons. Unrealistic size. Standard outdoor trash can is 32 gallons. Standard outdoor trash cans for use with tipper mechanisms are up to 95 gallons. See photos.



207 Photos for reference only

208 B. Waste ~~C~~ containers and contents weighing more than 50 pounds will not be emptied by the collection forces
 209 of the city. Heavy oil drums shall not be considered satisfactory waste containers.

211 § 227-11. Collection of ~~leaves, branches and tree trimmings~~ yard waste and recyclables; time limits.

212 [Amended 7-14-1989 by Ord. No. 789-1]

213 A. The City will collect ~~leaves, branches and tree trimmings~~ yard waste from May 15 to September 30 of each
 214 year, provided that such ~~refuse~~ yard waste is either 1) bagged contained in paper bags specifically
 215 manufactured for yard waste or securely tied together in bundles, each of which shall not exceed 50 pounds in
 216 weight or four feet in length or 2) is placed within a city owned and furnished yard waste container. Disposal of
 217 ~~leaves, branches and tree trimmings~~ yard waste not so bagged, ~~or~~ tied or containerized shall be the
 218 responsibility of the property owner.

Comment [SM15]: Year round?

219 B. From October 1 to May 14 of each year, the City will collect clean loose leaves and pine needles free of
 220 foreign debris such as lumber, stones, bricks, branches and any type of garden or flower bed stalks when

221 placed at the curb line or on the road shoulder ~~and also branches and tree trimmings, less than four feet in~~
 222 ~~length, if bundled and tied in accordance with Subsection A above.~~

Comment [SM16]: Not needed if it is collected year round. See comment SM15

223 C. The City will collect recyclables provided that such recyclables are contained in a city owned and furnished
 224 recycling container. Disposal of recyclables not so containerized shall be the responsibility of the property
 225 owner.

226 D. The owner or occupier of any given lot shall place all recyclables or yard waste in specified containers, bags
 227 or bundles along the curb in front of such lot not earlier than 6:00 p.m. on the day prior to day of collection and
 228 not later than 7:00 a.m. on the day of collection in order that it may be conveniently collected by the City
 229 collection forces. All recycling and yard waste containers shall be removed from City property not later than
 230 9:00 p.m. on the day of collection. Loose leaves and pine needles may be put along the curb in front of such lot
 231 no earlier than 24 hours prior to the specified day of collection. Any violation of this section is declared a civil
 232 offense pursuant to Chapter 126 of the Municipal Code of the City of Rehoboth Beach.

Comment [SM17]: Currently on web site referencing bagged, bundles and containerized yard waste it says "put out your yard waste no earlier than 24 hours prior to pickup and by 7:00 a.m. on day of pickup." Consider using same timeline as for residential refuse.

Comment [SM18]: Referencing loose leaves the web site currently says put out "early on collection morning." Review desired time limit.

Comment [SM19]: Same language as in §227-9 lines 198-199 above.

236 § 227-12. Transportation of garbage.

237 All persons engaged in the collection and removal of garbage, including persons employed by the City for that
 238 purpose, shall collect and transport the garbage through or along the avenues, streets, lanes, alleys or other public
 239 ways of the City in a sanitary, covered, liquidtight container or motor vehicle body only.

240 § 227-13. Use of public waste containers.

241 A. All public waste containers placed by the City along any of the avenues, streets, alleys, sidewalks and
 242 boardwalks of the City shall be used by the members of the general public as the place for disposal of wastepaper
 243 and material accumulated by members of the general public while using the public ways of the city.
 244

245 B. No person engaged in business, either as owner, manager, operator, employer or other capacity, and no person
 246 residing in any dwelling, either as owner, occupant, employee or guest, shall dispose of or place any garbage, trash
 247 or rubbish in any public waste container of the city, except when such person constitutes a member of the general
 248 public in accordance with Subsection A of this section.

249 § 227-14. Commercial establishments.

250 [Amended 6-13-1975 by Ord. No. 675-1; 6-2-1980 by Ord. No. 680-2; 7-8-1983 by Ord. No. 783-4]

251
 252 A. The owner or occupier of any commercial establishment shall place all garbage, trash and rubbish in disposable
 253 containers along the curb in front of such commercial establishment on those days when garbage, trash and
 254 rubbish is to be collected for such establishment in order that it may be collected by the sanitation collection force
 255 of the City of Rehoboth Beach.
 256

257 B. All such disposable containers shall be placed along the curb in the front of any commercial establishment and
 258 in the entire commercial district, not earlier than 5:00 a.m. on the day of collection and not later than 9:00 a.m. on
 259 the day of collection. Where the commercial establishment is located on the boardwalk, said disposable containers
 260 shall be placed along the curb of the nearest street.
 261

262 [Amended 4-15-2002 by Ord. No. 0402-1]

263 § 227-15. Violations and penalties.

264 [Amended 7-8-1983 by Ord. No. 783-4]

265

266 Any owner or occupier violating any of the provisions of this article or permitting or authorizing any violation of
 267 this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$25
 268 nor more than \$50 and shall pay the costs of prosecution. For the purposes of this article, each day that a violation
 269 occurs shall be deemed to be a separate offense.

270

271 Article III. Sidewalks and Boardwalk

272 [Added 12-14-1979 by Ord. No. 1279-1]

273 § 227-16. Scope.

274 | This article shall govern the cleanliness of sidewalks and the Boardwalk and the storage of ~~trash~~ wastes within any
 275 area of the City of Rehoboth Beach which is zoned for commercial purposes pursuant to Chapter 270, Zoning, of
 276 the Code of Rehoboth Beach, as amended.

277 § 227-17. Accumulation of refuse.

278 The accumulation of broken articles, debris, litter, refuse, garbage, paper, dirt, trash, waste material or other
 279 unwholesome matter on the sidewalks and on the Boardwalk in front of any property zoned for commercial
 280 purposes pursuant to Chapter 270, Zoning, within the corporate limits of the City of Rehoboth Beach is hereby
 281 declared to be a public nuisance; provided, however, that the provisions of this article shall not be applicable to
 282 the placement of trash along any curb for collection by the sanitary collection force of the City pursuant to the
 283 provisions of § 227-14 of this chapter.

284 § 227-18. Minimum standards.

285 [Amended 5-10-1985 by Ord. No. 585-3; 6-13-1986 by Ord. No. 686-3]

286

287 The following standards shall be applicable for the cleanliness of sidewalks and of the Boardwalk within the
 288 commercial districts of the City of Rehoboth Beach and shall constitute the minimum standards for keeping
 289 sidewalks clear and free of foreign matter:

290

291 A. The proprietors of all commercial establishments shall cause the sidewalks and the Boardwalk adjacent to their
 292 establishments to be swept at least one time a day between one hour before and one hour after the opening of
 293 such establishments for business for the period from May 1 to September 30, both dates inclusive, of each year.
 294 The proprietors shall cause to be maintained in a clean and neat condition all sidewalks and the Boardwalk
 295 adjacent to said commercial establishments during business hours.

296

297 B. The proprietors of all commercial establishments from which food or beverages, or both, are sold or dispensed
 298 to customers on the sidewalks or on the Boardwalk shall cause the sidewalks and the Boardwalk adjacent to their
 299 establishments to be washed each Monday, Friday and the day following any legal holiday between one hour
 300 before and one hour after the opening of such establishments for business for the period from May 1 to
 301 September 30, both dates inclusive, of each year. The proprietors of all other commercial establishments from
 302 which food or beverages are not sold or dispensed, east of First Street, shall cause the sidewalks and the

303 Boardwalk adjacent to their establishments to be washed each Monday between the hours of 9:00 a.m. and 10:00
304 a.m. for the period from May 1 to September 30, both dates inclusive, of each year.

305
306 | C. All ~~trash-wastes~~ stored outside the establishment shall be stored in vermin-proof containers and in such a
307 manner as not to be visible from the street.

308
309 D. All empty boxes stored outside the establishment shall be stored in such a manner as not to be visible from the
310 street.

311 § 227-19. Violations and penalties.

312 A. Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon
313 conviction thereof, shall be fined not less than \$10 nor more than \$50 and shall pay the costs of prosecution.

314
315 B. For the purposes of this article, each day or part of a day that a violation occurs shall be deemed to be a
316 separate offense.

317

318 Article IV. Garbage and Refuse Collection

319 [Added 7-12-1985 by Ord. No. 785-3]

320 § 227-20. Definitions.

321 The definitions of § 227-1 apply to this article.

322 § 227-21. Collections and disposal by city.

323 Except as provided herein, all garbage and refuse accumulated within the City of Rehoboth Beach shall be
324 collected by, conveyed by and disposed of by the City of Rehoboth Beach.

325 § 227-22. Exception.

326 Nonresidential garbage and refuse will be collected by the city, except that the owners of nonresidential
327 establishments may elect to have their garbage and refuse collected by a private collector, provided that before
328 July 1 of each year said owner verifies in a manner satisfactory to the City Manager that he has provided for the
329 collection and disposal of such garbage and refuse. In such event, said owner will not be billed by the City for a
330 collection fee for said year commencing July 1.

331 § 227-23. Administration.

332 Garbage and refuse collection by the City shall be supervised by the City Manager, who shall have authority to
333 promulgate written rules and regulations not inconsistent with this chapter which regulate the types and amounts
334 of garbage and refuse which the City will collect and all other matters incidental thereto.

335 § 227-24. Fees for collection.

336 [Amended 10-11-1985 by Ord. No. 1085-3; 1-13-1989 by Ord. No. 189-2; 4-20-1990 by Ord. No. 490-2; 3-8-1991 by
337 Ord. No. 391-2; 3-13-1992 by Ord. No. 392-3; 3-12-1993 by Ord. No. 393-4; 5-8-1998 by Ord. No. 598-1; 3-19-2001

338 by Ord. No. 0301-2; 4-19-2004 by Ord. No. 0404-04; 3-18-2005 by Ord. No. 0405-01; 3-17-2008 by Ord. No. 0308-
 339 03; 3-19-2010 by Ord. No. 0310-07; 4-17-2015 by Ord. No. 0415-08]

340
 341 The City shall collect from the owner of each parcel of residential real estate an annual garbage and refuse
 342 collection fee as set forth on the following schedule of fees, whether or not said owner uses the City collection
 343 service, and shall collect from the owner of each commercial establishment which has not provided for a private
 344 collector in accordance with § **227-22** herein an annual garbage and refuse collection fee as set forth in the
 345 following schedule of fees. Said fee will be for each fiscal year, commencing July 1 of each year. Bills will be mailed
 346 by July 1 of each year. Commercial bills will be payable by July 31 of each year, and a penalty of 1.5% will be added
 347 per month to said bills from August 1 until paid. Residential bills will be payable by August 31 of each year, and a
 348 penalty of 1.5% per month will be added to said bills from September 1 until paid. If any fee is not paid when due,
 349 the City may discontinue collection service until paid and may, in addition, proceed for the collection of said
 350 unpaid fee and penalties by an action in a court of competent jurisdiction or in any other manner provided by law.

Residential Fees

Use	Less Than 6 Months Seasonal Rate	Year Rate
Condominiums	\$250	\$275
Rental units	\$250	\$275
Single-family dwellings	\$250	\$275

Commercial Fees

Use		Year Rate
Restaurants, per seat, per year		\$44
Hardware stores, variety stores, package stores, furniture stores, five-and-ten stores, snack bars, amusement arcades, laundromats and service stations		
	Light volume	\$685
	Medium volume	\$1,065
	Heavy volume	\$1,600
All other commercial stores		
	Under 750 square feet	\$370
	750 to 1,500 square feet	\$560
	Over 1,500 square feet (all volumes)	\$975
Professional offices and banks		\$780
Hotels and motels, per room, per year		\$38
Nonprofit organizations		No charge
All eating establishments that operate a carry-out window, regardless of whether or not the establishment uses the City collection service		
	Light volume	\$720
	Over light volume	\$905

The City Manager or his designee shall designate the different types of volume per establishment by promulgating uniform standards.

351

352

353 | [Article V. Storage of Refuse/Wastes](#)

354 | [Added 6-3-1991 by Ord. No. 691-1]

355 ~~§ 227-25. Definitions.~~

356 ~~As used in this article, the following terms shall have the meanings indicated:~~

357 ~~GARBAGE— Refuse containing any food, food waste, animal waste, human waste or any such similar matter.~~

358 ~~LEACHATE— Any liquid which drains from garbage or any liquid which comes in contact with any part of a~~
359 ~~container previously contacted by garbage, including all water that comes in contact with garbage or parts of a~~
360 ~~container previously in contact with garbage, such as (without limitation) water used to wash a dumpster or~~
361 ~~rainwater that drains from or through garbage.~~

362 ~~REFUSE— Any waste, discarded or unwanted material, including garbage and trash.~~

363 ~~TRASH— Refuse containing no food, food waste, animal waste, human waste or any such matter.~~

Comment [SM20]: This is a second place for definitions within the same chapter. Suggest to put all definitions at the beginning of this chapter in §227-1 Definitions. For the terms with two different definitions, use only one definition as appropriate. Refer back to lines 72-140.

364 **[See discussion of screening of waste storage areas and waste containers at the end of this**
365 **document, lines 419-500. Insert related language here if desired.]**

366 **§ 227-26. Containers.**

367 | A. All ~~refuse~~ waste material stored outside of a building shall be kept in an appropriate waste container in
368 | accordance with the following:

369 | (1) All ~~trash~~ refuse shall be stored in a waste container or kept in a manner that prevents the scattering of
370 | such trash by natural conditions (wind, water, etc.) and by rodents, animals, birds and insects.

371 | (2) All garbage shall be bagged and stored in a covered, watertight waste container that prevents access to
372 | the garbage by rodents, animals, birds or insects. Such container shall prevent the introduction of rainwater
373 | and shall be kept closed at all times, except when depositing garbage or when emptying its contents.

Comment [SM21]: Combine 1 and 2?

374 | B. No accumulation of trash or garbage shall be permitted outside of the waste container.

375



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376

377 **§ 227-27. Odors prohibited.**

378 | All refuse shall be kept and stored in such a manner that no obnoxious or otherwise offensive odor such as
379 | constitutes a nuisance is detectable on any adjacent street or property owned by someone other than the person
380 | owning the property where the refuse is kept or stored. This prohibition shall also include the container for storing
381 | refuse.

382 § 227-28. Exception.

383 This article shall not apply to refuse placed at the curb for collection on the day of collection.

384 § 227-29. Violations and penalties.

385 A. Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon
386 conviction thereof, shall be fined not less than \$25 nor more than \$100 and shall pay the costs of prosecution.

387
388 B. For the purposes of this article, each day or part of a day that a violation occurs shall be deemed to be a
389 separate offense.

390 Article VI. Discharging Human Waste

391 [Added 6-3-1991 by Ord. No. 691-1]

392 § 227-30. Prohibited acts.

393 A. No person shall discharge any material onto, upon or in any sidewalk, street, beach or storm drain that contains
394 any human fecal matter.

395
396 B. No person shall discharge from any holding tank waste from a motor home, travel trailer, camper or other
397 vehicle onto, upon or in any sidewalk, street or storm drain.

398
399

400 § 227-31. Violations and penalties.

401 Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon
402 conviction thereof, shall be fined not less than \$500 nor more than \$1,000 and shall pay the costs of prosecution.

403
404
405

Article VII Discharges prohibited.

406 § 227-32. Prohibited acts.

407 A. No person shall permit leachate to drain onto city property, including on city sidewalks and streets and into city
408 storm drains or onto neighboring properties.

409
410 B. No person shall permit foreign materials to get into the city storm drains. Only rain runoff, sprinkler runoff and
411 pool discharges as allowed in City Code Chapter 206 – Pools are allowed to enter the city storm drains.

412 § 227-33. Violations and penalties.

413 Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon
414 conviction thereof, shall be fined not less than \$500 nor more than \$1,000 and shall pay the costs of prosecution.

415
416
417

418 **END OF CITY CODE RELATING TO SOLID WASTE – SEE ALSO RELATED CODE IN ZONING BELOW.**

Comment [SM22]: We could not find any place where leachate was mentioned (even though it is defined) nor any prohibitions on these situations.

Comment [SM23]: Same as for illegal discharge of human waste lines 401-402.

419 **Addressing the screening of waste storage areas and waste containers.**
420

421 Current zoning code relative to the screening of waste:

422 **§ 270-27. Storage of refuse.** (Currently in code)

423 In C-1, C-2 and C-3 Districts all refuse storage areas and refuse containers shall be screened from public view
424 with an acceptable screen material, including wood, lattice, fine-mesh fencing, plantings or other
425 suitable material erected in conformance to all building⁽¹⁾ and zoning codes. Said screened refuse storage
426 areas and refuse containers shall not be located within setback areas.
427

428
429 The current screening requirement (above) is for commercial areas only and is found in the zoning code. If
430 residential area screening is desired, then the zoning code could be amended as shown:

431 **§ 270-27. Storage of refuse, screening from public view.**

432 A. In C-1, C-2 and C-3 Districts all ~~refuse-waste~~ storage areas and ~~refuse waste~~ containers shall be screened
433 from public view with an acceptable screen material, including wood, lattice, fine-mesh fencing,
434 plantings or other suitable material erected in conformance to all building⁽¹⁾ and zoning codes. Said
435 screened ~~refuse-waste~~ storage areas and ~~refuse-waste~~ containers shall not be located within setback
436 areas.
437

438 B. In all residential areas, all waste storage areas located between and waste containers stored between
439 the main façade of the house and the street line (or additionally between the second façade and the
440 second street line for a corner property) shall be screened from public view with an acceptable screen
441 material, including wood, lattice, fine-mesh fencing, plantings or other suitable material erected in
442 conformance to all building⁽¹⁾ and zoning codes. Said screened waste storage areas and waste containers
443 may be located within the setback areas.
444
445

Comment [SM24]: Do we need to define screening in terms of percentage of visibility? E.g. must screen minimum of 50% from view??

446 However, it may be desirable to remove the screening requirement from the zoning code and insert it into Chapter
447 227- Solid Waste:

448 Article V. Storage of Refuse-Wastes

449 [Added 6-3-1991 by Ord. No. 691-1]

450 § 227-25. Definitions.

451 ~~As used in this article, the following terms shall have the meanings indicated:~~

452 ~~GARBAGE—Refuse containing any food, food waste, animal waste, human waste or any such similar matter.~~

453 ~~LEACHATE—Any liquid which drains from garbage or any liquid which comes in contact with any part of a~~
454 ~~container previously contacted by garbage, including all water that comes in contact with garbage or parts of a~~
455 ~~container previously in contact with garbage, such as (without limitation) water used to wash a dumpster or~~
456 ~~rainwater that drains from or through garbage.~~

Comment [SM25]: Relocate to beginning of chapter/ combine with definitions at beginning of chapter.

457 ~~REFUSE— Any waste, discarded or unwanted material, including garbage and trash.~~

458 ~~TRASH— Refuse containing no food, food waste, animal waste, human waste or any such matter.~~

459 §227-25 Screening of wastes.

460 A. For all commercial businesses, all waste storage areas and waste containers shall be screened from public
 461 view with an acceptable screen material, including wood, lattice, fine-mesh fencing, plantings or other suitable
 462 material erected in conformance to all building⁽¹⁾ and zoning codes. Said screened waste storage areas and
 463 waste containers shall not be located within setback areas.

464 B. In all residential areas, all waste storage areas located between and waste containers stored between the
 465 main façade of the house and the street line (or additionally between the second façade and the second street
 466 line for a corner property) shall be screened from public view with an acceptable screen material, including
 467 wood, lattice, fine-mesh fencing, plantings or other suitable material erected in conformance to all building⁽¹⁾
 468 and zoning codes. Said screened waste storage areas and waste containers may be located within the setback
 469 areas. This requirement shall become effective on (enter date).

475 **§ 227-26. Containers.**

476 A. All ~~refuse~~ waste material stored outside of a building shall be kept in an appropriate waste container in
 477 accordance with the following:

478 (1) All ~~trash~~ waste shall be stored in a waste container or kept in a manner that prevents the scattering of
 479 such ~~trash~~ waste by natural conditions (wind, water, etc.) and by rodents, animals, birds and insects.

480 (2) All garbage shall be bagged and stored in a covered, watertight waste container that prevents access to
 481 the garbage by rodents, animals, birds or insects. Such container shall prevent the introduction of rainwater
 482 and shall be kept closed at all times, except when depositing garbage or when emptying its contents.

Comment [SM26]: Combine 1 and 2?

483 B. No accumulation of trash or garbage shall be permitted outside of the waste container.

484 § 227-27. Odors prohibited.

485 All refuse shall be kept and stored in such a manner that no obnoxious or otherwise offensive odor such as
 486 constitutes a nuisance is detectable on any adjacent street or property owned by someone other than the person
 487 owning the property where the refuse is kept or stored. This prohibition shall also include the container for storing
 488 refuse.

489 § 227-28. Exception.

490 This article shall not apply to refuse placed at the curb for collection on the day of collection.

491 § 227-29. Violations and penalties.

492 A. Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon
 493 conviction thereof, shall be fined not less than \$25 nor more than \$100 and shall pay the costs of prosecution.
 494

495 B. For the purposes of this article, each day or part of a day that a violation occurs shall be deemed to be a
496 separate offense.

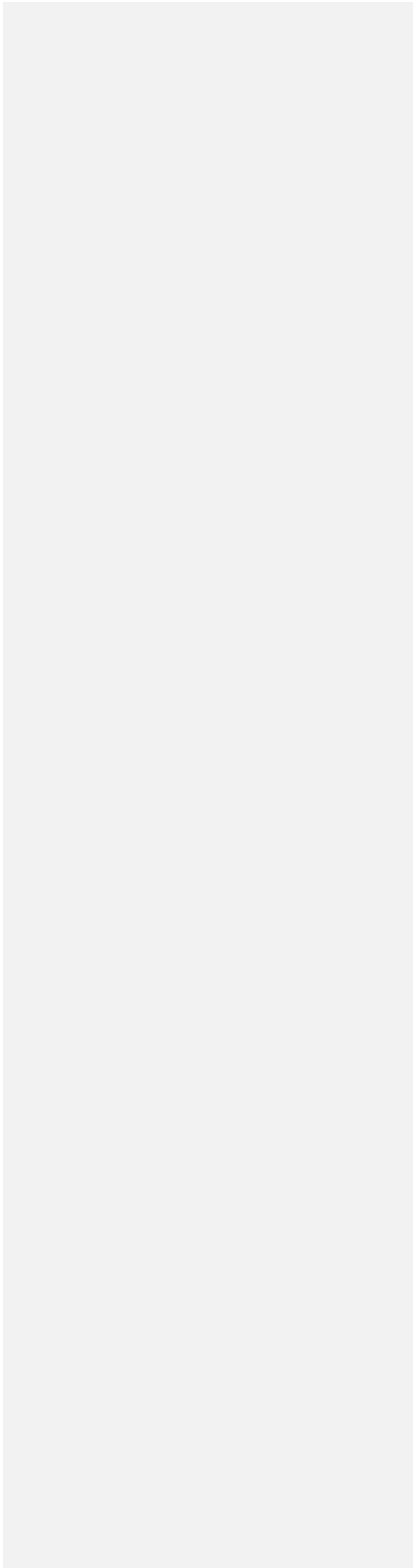
497

498

499

500 | End of Article V. Storage of ~~Refuse~~ Wastes Chapter 227 – Solid Waste

501



BEACH CONCESSION AGREEMENT

THIS IS AN AGREEMENT, made and entered into this ____ day of _____, A.D. 2016, by and between THE CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware, party of the first part,

AND

THE TRUST OF RICHARD F. LYNAM, RICHARD FR. LYNAM TRUSTEE, of Rehoboth Beach, Sussex County, Delaware and RUSSELL CATTS BEACH SERVICE, LLC, a Delaware Limited Liability Company, of Rehoboth Beach, Sussex County, Delaware, parties of the second part.

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. The party of the first part hereby appoints the party of the second part to be the Beach Concessionaires for the rental of umbrellas, beach chairs and other items usually rented to persons who use the beach area or beach strand under the jurisdiction of the party of the first part, and the party of the second part hereby accepts such appointment under the terms and conditions hereinafter set forth.

2. The party of the second part, at its expense and without any expense or liability to the party of the first part, agrees to have available for rent to members of the general public and in good repair a sufficient number of beach chairs, beach umbrellas and other items of beach equipment as are normally available for rental to members of the general public.

3. It is mutually agreed by the parties hereto that the terms of this Agreement shall be effective for five (5) beach seasons, namely, the beach seasons of 2016 through 2020,

commencing on the third Friday in May and terminating on the first Monday after Labor Day of each year of this Agreement, with the beach seasons being divided into two two-year terms, and one one-year term namely, the beach seasons of 2016 through 2017 consisting of the “first two-year term” and the beach seasons of 2018 through 2019 consisting of the “second two-year term” and the beach season of 2020 consisting of the “one one-year term”.

The party of the second part shall have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “first two-year term” provided that the party of the second part gives written notice of the exercise of such option to the City Manager of the party of the first part, by no later than September 20, 2017. The party of the first part shall also have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “first two-year term” provided that the party of the first part gives written notice of the exercise of such option to the party of the second part, by no later than September 20, 2017.

The party of the second part shall have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “second two-year term” provided that the party of the second part gives written notice of the exercise of such option to the City Manager of the party of the first part, by no later than September 20, 2019. The party of the first part shall also have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “second two-year term” provided that the party of the first part gives written notice of the exercise of such option to the party of the second part, by no later than September 20, 2019

4. The party of the first part agrees to compensate the party of the second part at the rate of Two Hundred Dollars (\$200.00) per week, commencing the third Friday in May and terminating on the first Monday after Labor Day during the term of this Agreement. The party of the first part further agrees to pay to the party of the second part by a check payable to the party

of the second part all the net proceeds from the rental of the equipment as aforesaid over and above the sum:

“first two-year term”

(1) of One hundred seventy five thousand dollars (\$175,000.00) received in the 2016 season.

(2) of One hundred seventy nine thousand dollars (\$179,000.00) received in the 2017 season.

“second two-year term”

(3) of One hundred eighty three thousand dollars (\$183,000.00) received in the 2018 season.

(4) of One hundred eighty seven thousand dollars (\$187,000.00) received in the 2019 season.

“one one-year term”

(5) of One hundred ninety one thousand dollars (\$191,000.00) received in the 2020 season.

The parties of the second part agree that if the net proceeds derived from the rental of the equipment are not sufficient to pay the party of the first part the sum above for each year from 2016 through the year 2020 the parties of the second part agrees to pay the party of the first part annually on or before October 1 of each year any difference between the amount due and the amount received. It is mutually agreed by the parties hereto that the term “net proceeds” shall be deemed to include only those proceeds remaining after payment of any and all expenses, direct or indirect and losses incurred from the operation of beach equipment, as aforesaid, including but

not limited to all expenses incurred by the party of the first part for administration, all salaries paid to the parties of the second part and to their assistants, any insurance costs attributable to the operation of the beach concession, including workmen's compensation and any unemployment and social security expenses. An annual administration fee of five hundred dollars (\$500.00) is payable to the party of the first part each year.

5. The party of the second part agrees to execute and deliver to the party of the first part at the same time of execution of this Agreement, a judgment by confession note in the sum of One hundred seventy five thousand dollars (\$175,000.00) to be executed by the parties of the second part jointly and severally, said note to be paid on September 30, 2016 in the amount of One hundred seventy five thousand dollars (\$175,000.00) without interest, except that interest shall accrue on any delinquent installment at the statutory rate from the date of delinquency. A similar note in the negotiated amount to be paid on September 30, 2017 shall be executed and delivered prior to the 2017 season and each year thereafter through the year 2020.

6. The party of the second part agrees that the season shall commence not later than the third Friday in May and shall terminate not earlier than the third Monday after Labor Day.

7. The party of the first part agrees that the party of the second part may employ such assistants as it deems necessary and may fix the salary to be paid to such assistants, all of whom are to be paid by the party of the first part from the receipts derived from the rental of beach equipment. The party of the second part agrees that the maximum number of employees at any time shall not exceed thirty (30) in number. The party of the second part further agrees that any assistant hired by it shall be a casual or seasonal employee of the party of the first part and shall be discharged upon instructions or directions received from the City Manager.

8. The party of the second part agrees to deliver to the City Manager of the party of the first part, or its designated representative, at the end of each banking day all the gross receipts received by the party of the second part for the rental of beach equipment. The party of the second part further agrees to deliver to the City Manager of the party of the first part, or its designated representative, at the end of each banking day an accounting of the gross receipts received by the party of the second part from the sale of food, drinks and any other commodities sold or rented by the party of the second part to members of the general public and an itemized accounting of all disbursements made by the party of the second part for that day.

9. It is mutually agreed by the parties hereto that all proceeds received from the rental of beach equipment not required for the payment of expenses shall be held by the party of the first part in an escrow fund.

10. The party of the second part agrees that the rental to be charged for the use of beach equipment shall not be in excess of those fees established by the Beach Concession Committee of the party of the first part, which said schedule of fees is incorporated herein by reference as though fully set out; provided, however, that an increase in the schedule of fees may be permitted in writing by the Beach Concession Committee.

11. The party of the second part agrees that the rental of beach equipment contemplated by this Agreement shall commence not later than ten o'clock in the morning, prevailing time, and shall terminate not earlier than five o'clock in the evening, prevailing time, during the period annually specified in the Agreement for the rental of beach equipment.

12. The party of the second part agrees, as part of its duties, to be responsible for maintaining the beach in a clean condition as determined by the party of the first part. The party of the second part agrees that the beach shall be cleaned at least two times each day. The party

of the first part agrees to cause the various beach areas to be inspected by the City Manager or her designee and to make a report of the finding of cleanliness to the parties of the second part.

13. The party of the first part agrees that the party of the second part will be permitted to operate a concession vehicle on the beach at a safe and reasonable speed between the hours of seven o'clock in the morning, prevailing time, and the hour of the opening of the beach in the morning, prevailing time, and from the closing of the beach until one-half hour thereafter in the evening, prevailing time, for the sole purpose of servicing the concession stands. In addition, the party of the first part agrees that such vehicle may be operated on the beach in the event of severe weather conditions such as thunderstorms, high winds and heavy rain. The party of the second part agrees that the motor vehicle shall be equipped with a revolving yellow light and an approved back-up alarm. The party of the second part agrees that the yellow revolving light shall be in use at all times that the vehicle is upon the beach. The party of the second part agrees that the concession vehicle shall be operated by the parties to this Agreement and by any of their assistants.

14. The party of the second part agrees to procure workers compensation insurance for its employees and also liability insurance for motor vehicles in the amount of Five Hundred Thousand Dollars (\$500,000.00) and, in addition thereto, public liability in the minimum amount of One Million Dollars (\$1,000,000.00) in which both the party of the first part and the party of the second part shall be named as parties insured thereby. The party of the second part agrees to pay the premium thereon as is required by the party of the first part and to furnish the party of the first part with a certificate that such insurance is in full force and effect at all times.

15. The party of the first part agrees that the party of the second part may operate one concession stand for the sale of food and drinks at a location designated by the Beach

Concession Committee of the party of the first part. The party of the second part agree to comply and furnish proof of compliance with all municipal, State or Federal rules, laws and regulations regarding any concession stand for the dispensing of food or drinks permitted by the party of the first part pursuant to the terms of this Paragraph, including the procurement of and the payment for any license required by the party of the first part.

16. The party of the second part agrees to abide by and comply with all Ordinances, Rules and Regulations adopted by the party of the first part, and all statutes, rules and regulations adopted by any other governmental authority pertaining to the beach area or beach strand.

17. It is mutually agreed by the parties hereto that this Agreement may be terminated by either party hereto by giving written notice to the other party in the event of a natural disaster which renders the beach area or beach strand unusable by the members of the general public. In such event the compensation due to the City and the party of the second part hereunder shall be equitably adjusted, and if the parties cannot reach an agreement in this regard, the matter shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

18. The party of the second part, agrees that the party of the first part may terminate this Agreement pursuant to Rules and Regulations adopted by the Commissioners of Rehoboth Beach, or upon violation by the party of the second part of any provision of this Agreement.

19. The party of the second part agrees that the failure of the party of the first part to insist upon strict compliance of any of the terms and conditions of this Agreement or to exercise any option conferred hereunder upon the party of the first part shall not be construed to be a waiver or relinquishment of any right, but that the same shall remain in full force and effect.

20. The party of the second part shall hold the party of the first part, its officers, employees, and agents harmless from and against all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to this Agreement. The party of the second part hereby expressly releases the party of the first part from any and all liability or loss or damage to the party of the first part's property or effects arising out this Agreement except for willful acts on the part of the party of the first part. The party of the second part's use of its equipment and property within the City are done at the party of the second part's sole risk and the party of the first part shall have no liability for any loss or damage caused to said possessions whatsoever.

21. Neither this agreement nor any of the rights granted in it shall be subject to assignment or transfer by the party of the second part, whether voluntarily or involuntarily, either in whole or part.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the party of the first part has caused this Agreement to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and the party of the second part has caused this Agreement to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, the day and year first above written.

Effective Date: _____, 2016.

THE CITY OF REHOBOTH BEACH

By: _____
Mayor

Attest: _____
Secretary

THE TRUST OF RICHARD F. LYNAM

Witness

Richard F. Lynam, Trustee

RUSSELL CATTS BEACH SERVICE, LL

Witness

By: _____
Russell Catts, Managing Member

THIS IS AN AGREEMENT, made and entered into this _____ day of _____ A.D. ~~2011-2016~~ by and between THE CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as "City",

-AND-

SUSSEX COUNTY, a political subdivision of the State of Delaware, party of the second part, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is the owner of a water supply and distribution system, and

WHEREAS, County desires to purchase water from City to supply users within the Dewey Beach Water District, and

WHEREAS, the parties hereto have agreed upon the terms and conditions pursuant to which City shall supply water to County.

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

1. City agrees to furnish and sell to County and County agrees to purchase and take from City under and pursuant to the terms of this Agreement a supply of water through a metered connection located near Robinson Drive and Delaware State Route 1, and such other metered locations as may be established by mutual consent, in order for City to supply water to County for the Dewey Beach Water District.
2. For the purposes of this Agreement, it is mutually agreed by the parties hereto that the area to be supplied water pursuant to the terms hereof is known as the Dewey Beach Water District, and except for those properties located within the Dewey Beach Water District which are presently served by City, ~~shall be defined as that area bounded on the north by the southern boundary of The City of Rehoboth Beach, on the east by the Atlantic Ocean, on the south by public lands of the State of Delaware as they existed on September 5, 1970, and on the west by Rehoboth Bay and the eastern right-of-way line of the Lewes and Rehoboth Canal which forms a boundary of City, together with the Bath~~

~~House and a single family dwelling located on "State lands" for which permission to construct was given by the Commissioners of Rehoboth Beach. The boundaries of the Dewey Beach Water District shall be as depicted on the map attached hereto as Exhibit A, the boundaries of which County may hereinafter revise as provided by Delaware Code, Title 9, Chapter 65 upon concurrence by the City.~~

3. It is mutually agreed by the parties hereto that the term of this Agreement shall be enforced for a period commencing January 1, ~~2011~~ 2016 and terminating December 31, ~~2015~~ 2020.
4. It is mutually agreed by the parties hereto that supply of the water to be furnished by City to County shall not exceed the following maximum amounts without written consent being first had and obtained by County from City:

<u>Maximum Daily Supply</u> (in gallons)	<u>Maximum Annual Supply</u> (in gallons)
2,800,000	310,000,000

It is further mutually agreed by the parties hereto that such maximum amounts shown above shall not include the water supplied for firefighting purposes.

5. County agrees to pay to City for water furnished pursuant to the terms hereof according to the following rates and charges:
 - a) The basic rate of ~~\$1.80~~ \$2.10 per 1,000 gallons for all water purchased after January 1, ~~2011~~ 2016, provided this basic rate shall be increased by \$0.06 for each 1,000 gallons of water beginning on January 1, ~~2012~~ 2017 and on each succeeding January 1, thereafter.
 - b) A peak use surcharge of \$1.00 per 1,000 gallons of water purchased shall be charged during the period April 1 through September 30 of each year. This peak use surcharge is in addition to the basic rate in Section (a) above.

6. It is mutually agreed by the parties hereto that City shall submit a bill to the County for water used on a monthly basis and County agrees to pay the City within thirty (30) days from the billing date.
7. During the term of this Agreement, should the City be required by any State or Federal agency to make any substantial and material modifications, additions or replacements to its water supply, treatment and transmission systems, the City shall have the right to renegotiate the payments required under this Agreement. In such event, if a satisfactory amended Agreement is not negotiated, the City may terminate this Agreement.
8. County agrees, at its expense and cost and without any expense or liability to City, to provide and install all new meters, meter vaults and metering equipment as necessary to measure and control the supply of water from City to County, which vaults, meters and metering equipment shall be of a type, size and design as shall be approved by the City. County further agrees that such meters, meter vaults and metering equipment shall be installed and constructed at a location or locations which shall be approved by the City. County further agrees that City shall have access to all new or existing metering locations for reading, testing or inspection purposes. County further agrees that all new or existing meters, meter vaults and metering equipment shall be operated and maintained by County at its cost and expense and without any expense or liability to the City.
9. Throughout the term of this Agreement, the following insurance must be maintained:
 - a) Commercial General Liability Insurance
City shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the City's water supply and distribution system or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000 and a products completed operations aggregate limit

of \$2,000,000. Such insurance shall include County as an additional insured as respects claims arising from City property or operations.

County shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the County's water supply and distribution system or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include City as an additional insured as respect claims arising from County property or operations.

b) **Property Insurance**

City shall secure and maintain, at its own expense, all risk (special form) property insurance, which insures against direct physical loss of or damage to City's real and personal property and any resulting loss of rental income or extra expense therefrom, with limits sufficient to insure City's interest therein. County shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to County's real and personal property and any resulting loss of rental income or extra expense therefrom, with limits sufficient to insure County's interest therein.

City and County waive any right of recovery from the other for any loss of or damage to the property of the other, to the extent of insurance recovery from the property insurance required above. Any deductible amount(s) shall be the sole responsibility of the party whose insurance policy requires such deductible.

c) **Workers Compensation and Employers Liability Insurance**

City and County shall each secure and maintain at their own expense, workers compensation and employers liability insurance.

10. County agrees, at its expense and cost and without any expense or liability to City, to employ a competent engineering or testing firm as approved by City to service and calibrate all metering equipment semiannually. County further agrees that the metering equipment shall be serviced, tested and calibrated between May 1 and May 15 of each year. County further agrees that the cost of calibrating and testing the metering equipment shall be paid by County without any expense or liability to City. County further agrees that a report of the testing and calibration results shall be furnished to City by County within ten (10) days after receipt of such report by County. County further agrees that City may employ a competent engineering and testing firm to perform additional tests and to calibrate the metering equipment. City agrees to pay for such testing and calibration if the metering equipment is determined by such engineering and testing firm to be within two percent (2%) accuracy as determined by American Waterworks Standards. County agrees to pay for such testing and calibration if the metering equipment is determined to be outside the range of accuracy as set forth herein. City agrees to transmit to County within ten (10) days after receipt thereof a copy of any report of testing and calibration results authorized by City pursuant to the provisions contained herein.
11. City agrees to cause the meters to be read and County agrees that City shall have access at all times to said meters for reading, testing and inspection purposes. City agrees to furnish to County a copy of the results of any such reading, test or inspection conducted by City.
12. County agrees that if the metering equipment fails to register ~~correctly the~~ within +/- 2% of the quantity of water furnished and taken pursuant to the terms of this Agreement ~~or shall fail to register the flow of water through said meter, the unregistered,~~ under registered or over registered amount of water

furnished shall be determined by City. In any instance of under registration or over registration of water taken by County, as determined by City, County agrees that City shall determine ~~which corrected~~ readings ~~are excessive and which readings are deficient~~ and County shall pay for the water determined by City to have been supplied ~~or for which a charge should be made~~ or the City shall credit for the over registered water determination by City for payments that were made.

~~12.13.~~ County agrees that if the metering equipment shall fail to register the flow of water through said meter, the unregistered amount of water furnished shall be determined by City. Such determinations shall be based on three (3) year historical averages of the same month(s). City shall set forth their determinations for the amount of water furnished for County's approval based on this process. Once City has provided an agreed upon invoice for the unregistered amount of water, County shall pay said invoice within thirty (30) days.

~~13.14.~~ County agrees, at its own cost and expense and without any expense or liability to City, to provide, make and keep in repair all feeder mains, connections, meters, meter vaults, receiving tank or tanks, booster or other pumps, and slow acting valves or other appliances deemed necessary by County at the point or points of connection herein designated. County agrees if it is determined by City that the meter or meters or meter housings shall prove to be unsatisfactory to City or out of repair to replace such meter or meter housing promptly and expeditiously following receipt of notice of such unsatisfactory condition by City, such replacement or repair to be at the cost and expense of County and without any expense or liability to City.

~~14.15.~~ County agrees, at its own cost and expense and without any expense or liability to the City, to construct, install, maintain, replace and repair all storage, distribution and transmission facilities to be used for water furnished by City to County pursuant to the terms of this Agreement unless for some reason there is damage caused by the City through excess sand flows or pressure problems which would constitute liability to the City.

~~15-16~~. It is mutually agreed by the parties hereto that until such time as County shall determine that a booster station and controls are needed, the rate of supply from City to County shall be that produced by the pressure in the system of City at the point or points of connection. It is further mutually agreed by the parties hereto that if and when a booster station is constructed, the maximum rate of flow and reverse flow in the event of an emergency as determined by City shall be based upon the pressure at the point of connection as follows:

Location	Pressure Pounds Per Square Inch (psi)	Maximum Gallons Per Minute (GPM)
Delaware Route 1 & Robinson Drive	30 psi and higher	2,000 GPM
	20 psi to 30 psi	750 GPM
	18 psi to 20 psi	No Flow
	Less than 18 psi <u>psi</u>	750 GPM return flow

~~16-17~~. County agrees to provide a control or controls acceptable to City at the point or points of connection to the water system of City to allow water stored in the elevated storage tank of County to flow back to the water system of City pursuant to pressure conditions stipulated in Paragraph ~~15-16~~ hereof until the amount of water in the said elevated storage tank is reduced to 250,000 gallons at which level the flow back to the City shall cease. City agrees that the metering equipment used for determining the total supply to County shall measure the net amount of water supplied to County and County shall be billed only for such net amount of water so supplied.

~~17-18~~. It is mutually agreed by the parties hereto that either party hereto may proceed against the other party hereto either in law or in equity, by suit, mandamus or other proceedings to enforce or compel performance of any and all covenants contained herein against the other party hereto.

~~18-19~~. County agrees not to sell, lease nor give any interest in or right or privilege to utilize any water furnished by City pursuant to the terms hereof to any other municipality or to any other consumer of water whose premises are located

outside the ~~territorial limits~~ boundaries of the Dewey Beach Water District as defined herein. County further agrees not to permit any connection to be made to the water supply main or mains except to supply customers within the ~~territorial limits~~ boundaries of the Dewey Beach Water District as defined herein without first obtaining a written consent of City.

~~19:20.~~ City agrees that all water delivered to County shall be of the same quality, purity, and potability as is furnished by City to its water customers.

~~20:21.~~ City agrees that County may discontinue the taking of water from City upon the happening of any one or more of the following events:

- a) The water supplied to the County at the well site does not conform to the then current ~~primary and secondary State and Federal~~ drinking water standards ~~for under the Safe Drinking Water Act (SDWA) drinking water~~ and following ten (10) days notice in advance by certified mail with return receipt requested.
- b) The water supplied at the metering location or locations is corrosive with pH of less than 6.5 as determined by a competent engineering and testing firm and following ten (10) days written notice in advance by certified mail with return receipt requested.
- c) Unjustified interruption of water supply to County resulting in an inadequate supply of water or the reduction of reserve fire storage in the elevated storage tank to less than twenty-five percent (25%) of capacity and following ten (10) days written notice in advance by certified mail and return receipt requested.
- d) County agrees that any discontinuance of the taking of water pursuant to this paragraph shall continue only until the violation for which notice is given is corrected.

~~21:22.~~ County agrees that City may discontinue water service to County upon the happening of any one or more of the following events:

- a) The failure of County to pay all or any part of the amounts due for water service as set forth in Paragraph 5 of this Agreement within thirty (30)

days after the billing for such water service and following ten (10) days written notice in advance by certified mail with return receipt requested.

- b) The wasting of potable water for non-potable uses within the Dewey Beach Water District as determined by City and following ten (10) days notice in advance by certified mail with return receipt requested.
- c) The resale of water in violation of Paragraph 18-19 hereof and following ten (10) days notice in advance by certified mail with return receipt requested.
- d) A break or leak in the distribution or transmission water system of City or a break or leak in the transmission or distribution system of County until such break or leak is repaired or isolated.
- e) The existence of an emergency as determined by City that necessitates the discontinuance of the water supply to County.
- f) Water pressure below ten (10) pounds per square inch.
- g) A violation of any term or condition of this Agreement by County or any user within the Dewey Beach Water District as defined herein and following ten (10) days notice in advance by certified mail with return receipt requested.
- h) City agrees that the discontinuance of water service pursuant to this Paragraph shall continue only until such violation for which notice is given is corrected.

22-23. County agrees that City shall not be responsible in damages for any failure to supply water or for interruption of water supply for any of the reasons set forth in Paragraph 2422(a) through 2422(f) and County agrees to indemnify, defend and hold City harmless from any and all claims for damages arising out of failure of City to supply water for any of the reasons set forth in Paragraphs 2422(a) through 2422(f) of this Agreement, including, but not limited to, any and all claims by a third party water user, including claims for business loss and rental income losses, unless they are the result of gross negligence of the City that directly affect the quality of water provided to the County. Further, County agrees that City shall not be responsible in damages for any failure to supply

water or the interruption of water supply for any reason and the sole remedy of County shall be its right to discontinue the purchase of water as provided for in this Agreement, provided that County shall not be required to pay City the water purchase rates specified in Paragraph 5 during any period of failure or interruption of service.

23-24. Indemnification

To the extent permitted by law, the parties shall indemnify, defend and hold the other harmless from and against any and all claims for bodily injury and property damage occurring as a result of its respective water supply and distribution systems or operations incidental thereto unless such claims arise from the negligence of the other party. Such indemnification shall not affect the statutory immunity afforded to either party, and to the extent any claim may be precluded by such immunity, this paragraph shall not be applied to alter, qualify, or inhibit the parties' immunity.

24-25. County and City agrees not to assign or in any other manner transfer this Agreement or any interest thereunder without the previous written agreement of City the other party being had and obtained.

25-26. It is mutually agreed by the parties hereto that if either party hereto waives the breach of any covenant or condition contained in this Agreement, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition set forth herein.

26-27. It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and assigns.

28. Time is of the essence for purposes of performing this Agreement. Any reference to "day" shall mean a calendar day, unless specifically noted otherwise herein.

29. The parties agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.

30. It is agreed that this Agreement and its exhibits comprises the full understanding and agreement between the parties regarding this subject, and any representation, warranty, right or obligation, whether oral or in writing, shall not be effective unless such is expressly incorporated in this Agreement. This Agreement may not be modified, amended, or replaced without the signed, written consent of both parties.

RATE SCHEDULE

DATES EFFECTIVE	RATE/1000 GALLONS
1/1/ 2011 <u>2016</u> - 3/31/ 2011 <u>2016</u>	\$ 1.802 <u>.10</u>
4/1/ 2011 <u>2016</u> - 9/30/ 2011 <u>2016</u>	\$ 2.803 <u>.10</u>
10/1/ 2011 <u>2016</u> - 12/31/ 2011 <u>2016</u>	\$ 1.802 <u>.10</u>
1/1/ 2012 <u>2017</u> - 3/31/ 2012 <u>2017</u>	\$ 1.862 <u>.16</u>
4/1/ 2012 <u>2017</u> - 9/30/ 2012 <u>2017</u>	\$ 2.863 <u>.16</u>
10/1/ 2012 <u>2017</u> - 12/31/ 2012 <u>2017</u>	\$ 1.862 <u>.16</u>
1/1/ 2013 <u>2018</u> - 3/31/ 2013 <u>2018</u>	\$ 1.922 <u>.22</u>
4/1/ 2013 <u>2018</u> - 9/30/ 2013 <u>2018</u>	\$ 2.923 <u>.22</u>
10/1/ 2013 <u>2018</u> - 12/31/ 2013 <u>2018</u>	\$ 1.922 <u>.22</u>
1/1/ 2014 <u>2019</u> - 3/31/ 2014 <u>2019</u>	\$ 1.982 <u>.28</u>
4/1/ 2014 <u>2019</u> - 9/30/ 2014 <u>2019</u>	\$ 2.983 <u>.28</u>
10/1/ 2014 <u>2019</u> - 12/31/ 2014 <u>2019</u>	\$ 1.982 <u>.28</u>
1/1/ 2015 <u>2020</u> - 3/31/ 2015 <u>2020</u>	\$ 2.042 <u>.34</u>
4/1/ 2015 <u>2020</u> - 9/30/ 2015 <u>2020</u>	\$ 3.043 <u>.34</u>
10/1/ 2015 <u>2020</u> - 12/31/ 2015 <u>2020</u>	\$ 2.042 <u>.34</u>

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

SUSSEX COUNTY

THE CITY OF REHOBOTH BEACH

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
Secretary

Date: _____

Date: _____

Approved As To Form:

County Attorney

DEWEY BEACH WATER DISTRICT

EXHIBIT "A"



JANUARY 11, 2016

