

AGREEMENT FOR WASTEWATER & BIOSOLIDS SERVICES

Between

CITY OF REHOBOTH BEACH

and

SUSSEX COUNTY

The Agreement for Services is made and entered this ^{8th} day of August, 2017 ("Effective Date"), by and between THE CITY OF REHOBOTH BEACH, a municipality of the State of Delaware (hereinafter referred to as "Rehoboth"), and SUSSEX COUNTY, a political subdivision of the State of Delaware (hereinafter referred to as "County").

WHEREAS, Rehoboth owns a wastewater treatment plant located on Bay Road in Rehoboth Beach, Delaware to be referred to as the "Rehoboth Beach WWTP;" and

WHEREAS, Rehoboth and the County entered into agreements dated August 23, 1983, to allow the County to transmit sanitary sewage from its Dewey Beach Sanitary Sewer District and its Henlopen Acres Sanitary Sewer District to the Rehoboth Beach WWTP for treatment and disposal ("1983 Agreements"), which were later amended by the parties; and

WHEREAS, the County proposes to convey sanitary waste emanating from the collection facilities of Dewey Beach Sanitary Sewer District, Henlopen Acres Sanitary Sewer District, and future points of connection to the sanitary sewer system for treatment at the Rehoboth Beach WWTP; and

WHEREAS, Rehoboth is in the process of upgrading the treatment and disposal capability of the Rehoboth Beach WWTP through the construction of an ocean outfall,

treatment plant upgrades, and other associated infrastructure, which will maintain the permitted maximum monthly Design Capacity of the Rehoboth Beach WWTP; and

WHEREAS, the parties to this Agreement desire to mutually develop design alternatives to the treatment plant upgrades potentially expanding its permitted capacity; and

WHEREAS, the County is in the process of constructing a biosolids treatment facility at its Inland Bays Regional Wastewater Facility; and

WHEREAS, Rehoboth wishes to continue to provide wastewater treatment services to the County, and the County wishes to provide biosolids services for the Rehoboth Beach WWTP; and

WHEREAS, the parties have adopted this Agreement to replace and supersede the 1983 Agreements as amended; and

WHEREAS, in exchange for the payments set forth herein, the parties shall perform the following wastewater services for the other party; and

WHEREAS, the parties believe that this Agreement is in the best interest of their constituents as it provides for public health, safety, and welfare of the citizens of Rehoboth and County; and

WHEREAS, the parties hereby agree to the following terms and conditions set forth below.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - TERM OF AGREEMENT

Upon the Effective Date of this Agreement, the 1983 Agreements and any amendments thereto are hereby terminated and replaced in their entirety by this Agreement. The term of the Agreement shall commence on the Effective Date and expire twenty-five

(25) years therefrom, unless extended as set forth herein. After the initial term expires, the Agreement shall be renewed, at the County's option, for an additional 25-year renewal term, provided that the County is not in default under the terms of this Agreement at the time of exercising this option.

The County must notify Rehoboth in writing no later than one year (365 days) prior to this Agreement's expiration, in order to indicate the County's intentions to either renew or terminate this Agreement. If the County does not indicate their intentions in writing to Rehoboth, as described above, then this Agreement will be automatically renewed on a year to year basis.

ARTICLE II - DEFINITION OF TERMS

The following terms, as used herein, shall have the following meanings:

A. "Add Alternate" shall mean an additional item of work that is priced separately in the bid documents for a construction project and that may be awarded as a part of the construction contract for the relevant project.

B. "Actual Metered Flow" shall mean the sum of the individual metered flows of sewage discharged from the County's Collection System for treatment at the Rehoboth Beach WWTP.

C. "Biological Treatment" shall mean the handling of Sewage by means of biological processes performed within the Rehoboth Beach WWTP.

D. "Bond" shall mean any notes, bonds, certificates of indebtedness or other debt obligations authorized and issued by Rehoboth for the purpose of financing the construction of the Ocean Outfall Project, future sewage treatment plant upgrade projects, and Shared Transmission System projects required to meet regulatory obligations.

E. "Collection System" shall mean local gravity pipelines and pump station(s) with pressurized pipelines, and other appurtenances used to convey County sewer discharge to Rehoboth's designated connection point.

F. "Connection Points" shall mean: 1) the existing point of connection where the County's separate force mains directly connect the Dewey Beach Sanitary Sewer District into the Rehoboth WWTP; 2) the existing point of connection into Rehoboth's Transmission System located at the intersection of Lee Street and Roosevelt Street which connects Henlopen Acres Sanitary Sewer District into the Rehoboth Beach WWTP; and 3) the future point of connection for the West Rehoboth Sanitary Sewer District to be constructed at a location to be determined by the parties. This definition shall mean any other points of connection which may be established in the future by the mutual agreement of the parties.

G. "Debt Service" shall mean the sum of the interest payable on Bonds during a specific period and the principal amount of the Bonds maturing by the express terms during such period.

H. "Design Capacity" shall mean the treatment and disposal capacity at the Rehoboth Beach WWTP and the Shared Transmission System that results in complete treatment or operation and does not exceed regulatory limits.

I. "Ocean Outfall Project" shall mean the construction of the ocean outfall and the associated infrastructure and appurtenances.

J. "Rehoboth Beach WWTP" shall mean the treatment plant and any disposal facilities including any future additions, modifications, or improvements thereto.

K. "Reserve Account" shall mean the separate account held by Rehoboth for emergencies or unforeseen contingencies in excess of the amount needed to operate the Rehoboth Beach WWTP.

L. "Sewage" or "discharge" shall mean water-carried, sanitary waste discharged from residences, businesses and institutions.

M. "Shared Transmission System" shall mean collector gravity pipelines and pump station(s) with pressurized pipelines owned by Rehoboth and used to convey both County and Rehoboth sewage to the Rehoboth Beach WWTP.

N. “Total Annual Rehoboth Beach WWTP and Shared Transmission System Operating Costs” shall mean as follows: all actual costs and expenses incurred annually by Rehoboth in conducting the operations of the Rehoboth Beach WWTP and Shared Transmission System for the purposes of conveying and treating the sewage from the County, including all costs of labor, materials, supplies, equipment, contracted services and other necessary expenses, including but not limited to Rehoboth’s administrative costs associated with operation of the Rehoboth Beach WWTP and Shared Transmission System, less any grant funding received for these operating costs, but excluding any debt service or other expenses otherwise recouped under this Agreement. Any costs that do not relate directly or indirectly to the burden of maintaining and operating the Rehoboth Beach WWTP and Shared Transmission System for purposes of conveying, treating, and disposing of the County’s sewage flow shall be excluded from the calculation of the Total Annual Rehoboth Beach WWTP and Shared Transmission Operating Costs.

O. “Transmission System” shall mean collector gravity pipelines and pump station(s) with pressurized pipelines used to convey sewage to Rehoboth’s Wastewater Treatment Facility.

P. “WWTP Upgrade Project” shall mean the construction project to upgrade the Rehoboth Beach WWTP currently under design that Rehoboth is to publicly bid and complete in the years 2018 and 2019.

ARTICLE III – REHOBOTH’S WASTEWATER TREATMENT SERVICES

The services to be rendered to the County by Rehoboth shall be sufficient to carry out and perform the functions contemplated by the terms of this Agreement, including but not limited to the following:

A. Transmission of Sewage

For the Connection Points requiring transmission through Rehoboth’s Transmission System, Rehoboth agrees to transmit the County’s sewage through its Transmission System

to the Rehoboth Beach WWTP downstream of the designated Connection Point and to reserve capacity for this purpose. Rehoboth does not assume any obligations related to the County's Collection or Transmission Systems upstream of the Connection Points.

B. Treatment of Sewage

Rehoboth agrees to accept the County's sanitary sewage flows at the Connection Points up to the quantity limits set forth in the Agreement and treat County's sewage to a degree sufficient to enable the final effluent to comply with the Rehoboth Beach WWTP's National Pollutant Discharge Elimination System ("NPDES") Permit and to dispose of such treated effluent in compliance with said NPDES Permit and any other applicable laws, regulations, or policies.

**ARTICLE IV - CHARACTERISTICS AND QUANTITY OF COUNTY'S
SEWAGE**

Rehoboth's obligation to transmit, treat, and dispose of County's sewage, as required hereunder shall be subject to the following conditions:

A. Quality of Sewage

The County's Sewage will be acceptable provided that these two criteria are met: (1) upon the addition of said sewage to the sewage flow entering the Rehoboth Beach WWTP, the resulting combined sewage flow is amenable to Biological Treatment; and (2) the County's contribution directly and solely does not result in a violation of standards in the NPDES Permit for the Rehoboth WWTP; and provided that the Sewage meets the following additional criteria:

- (1) Biochemical Oxygen Demand less than 250 milligrams per liter and Suspended Solids less than 250 milligrams per liter.
- (2) Temperature less than 150 degrees F.
- (3) Contains less than 100 parts per million by weight of fat, oil, or grease.

(4) Contains no gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

(5) Contains only garbage that has been properly shredded.

(6) Contains no substance capable of causing obstruction to the flow in the collection and transmission system or other interference with the proper operation of the sewer system.

(7) pH greater than 6.0 and lower than 8.4 pH units

(8) Contains no toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewer system.

(9) Contains no noxious or malodorous gas or substance capable of creating a public nuisance.

(10) Contains no radioactive materials.

(11) Is not highly colored.

B. Quantity of Sewage

Upon the Effective Date of this Agreement, the capacity for the County at the Rehoboth Beach WWTP shall continue to be reserved in accordance with those limits set forth in the 1983 Agreement for the Dewey Beach Sanitary Sewer District, Article III, Section 3.02. After accepting the WWTP Upgrade and the Ocean Outfall Projects, and commencement of full operations of the improvements made thereunder, whichever later occurs, Rehoboth shall reserve capacity for the County at the Rehoboth Beach WWTP not to exceed forty-two percent (42%) of the Design Capacity which equates to the following quantities:

(1) Actual Metered Flow of forty-two percent (42%) of plant design capacity, as recorded in any twenty-four consecutive hours.

(2) A sum of instantaneous maximum flow at the Connection Points of three times the County's reserve capacity on a gallons per minute basis.

After the expiration of the first calendar year, but before the expiration of the second calendar year, following the date of commencement of the full operation of the WWTP Upgrade Project, the County may request in writing to utilize more capacity, up to an additional eight percent (8%) of the Design Capacity or a total of fifty percent (50%) of the Design Capacity on a gallons per day basis, with an instantaneous maximum flow at the connection points three times the County's revised reserve capacity on a gallons per minute basis.

After the County's allocation of fifty percent (50%) Design Capacity has been utilized, the County may apply in writing for additional capacity in excess of the agreed allocated Design Capacity, which Rehoboth may approve or reject in its sole discretion. If accepted, the County shall pay for this additional capacity through payment of Rehoboth's applicable sewer impact fee as set forth in the City of Rehoboth Code at the time the County's request is accepted.

ARTICLE V – PAYMENT FOR REHOBOTH'S SERVICES

A. Payment for Reservation of Capacity

To compensate Rehoboth for the capacity reservations under this Agreement, the County shall pay the corresponding percentage of Debt Service for the capacity reservation associated with the WWTP Upgrade Project, the Ocean Outfall Project, and future treatment plant upgrade projects, unless separately funded by the County as set forth in this Agreement. Rehoboth shall send an invoice to the County for Debt Service costs in accordance with the invoicing schedule for Rehoboth's funds obtained through any legally issued Bond. The County shall pay the undisputed amounts of any invoice received from Rehoboth for such costs within thirty (30) days of receipt thereof. Rehoboth shall send the first invoice to the County within thirty (30) days after its receipt of the first Bond invoice.

B. Payment for Operational Costs

The County shall pay its proportion of the Total Annual Rehoboth Beach WWTP and Shared Transmission System Operating Costs quarterly in advance, based on Rehoboth's adopted Annual Rehoboth Beach WWTP and Shared Transmission System Operating Budget, and the County's percentage of quarterly flow as estimated from previous similar quarters. Annual reconciliation billing for Annual Rehoboth Beach WWTP and Shared Transmission Systems Operational Costs shall be based on the actual Annual Rehoboth Beach WWTP and Shared Transmission System Operational Costs multiplied by the percentage of actual measured County flow in proportion to the total flows into the Rehoboth Beach WWTP. The County's actual flows shall be measured as set forth in Article VI and sent to Rehoboth at the end of each month. Rehoboth shall prepare and send the County quarterly and annual reconciliation invoices, and to the extent undisputed, the County shall pay the invoice within thirty (30) days after its receipt of the invoice. If Rehoboth is to reimburse the County for any overpayment, that reimbursement shall be provided to the County with the reconciliation invoice.

C. Payment for the Reserve Account

The County shall contribute annually to the Reserve Account in an amount determined by Rehoboth to be necessary to establish and maintain a Reserve Account as set forth herein. The total Reserve Account maintained by Rehoboth may not exceed five percent (5%) of the replacement value of the Rehoboth Beach WWTP. Rehoboth shall send an invoice annually for the County's proportionate share of this Reserve Account based on the County's actual flow to the WWTP during the previous year. Rehoboth shall utilize the funds in the Reserve to address any emergencies or unforeseen costs with respect to the Rehoboth WWTP. Any expenditure from this account shall be reported to the County within thirty (30) days after the cost is incurred and/or before the withdrawal from the Reserve Account is made, whichever first occurs.

ARTICLE VI - MEASUREMENT OF COUNTY'S SEWAGE FLOW

All measurements of County's sewage flow, as required by this Agreement, shall be performed under a monitoring program conducted and paid for by the County. The results of all flow measurements shall be provided to both parties monthly. The metering device utilized to measure County's sewage flow shall be calibrated annually by an independent testing agency. The results of the calibrations shall be made available to Rehoboth. If the calibration reveals a discrepancy greater than five percent (5%), the monthly sewer billing for operational costs to the County shall be adjusted (up or down) in the amount of the discrepancy for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within five percent (5%) accuracy. Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy, unless the parties agree otherwise.

ARTICLE VII – TRANSMISSION SYSTEM CONTRIBUTION

Rehoboth and the County shall be jointly responsible on a flow proportional basis for all future capital expenses associated with Rehoboth's Shared Transmission System downstream of a Connection Point. Rehoboth shall ensure that any other contract user of this portion of Rehoboth's Shared Transmission System bears its proportionate responsibility of such expenses based on its measured flows.

ARTICLE VIII – STATE FUNDING

If either Rehoboth or the County utilizes State Land Conservation or Water Quality Improvement funding or any other funding provided through the State of Delaware that benefits either party in their respective rights and obligations hereunder, the parties agrees that prior to either party's acceptance of such funding, the parties will enter a separate agreement to address the impact of those funds on this Agreement. Notwithstanding the foregoing, in the absence of unforeseen circumstances or contingencies, the parties'

intention is that the benefit from any such funding shall be attributed to the parties in accordance with the respective ratios of capacity reserved at the Rehoboth WWTP for each party.

ARTICLE IX – COUNTY’S BIOSOLIDS TREATMENT SERVICES

The County agrees to undertake the treatment of the biosolids produced from the Rehoboth Beach WWTP at the Inland Bays Regional Wastewater Treatment Plant Biosolids Facility (“Biosolids Facility”) after the County notifies Rehoboth that the Biosolids Facility is ready and able to accept the biosolids from the Rehoboth Beach WWTP.

A. Transportation

The County agrees to transport the biosolids from the Rehoboth Beach WWTP to the Biosolids Facility. In order to initiate transport, Rehoboth shall send electronic notice to the County’s staff member(s) designated to receive orders at the Biosolids Facility. Within three (3) business days after receipt, the County shall send a truck to the Rehoboth Beach WWTP to pick up the biosolids delivery.

B. Treatment

The County agrees to accept for further treatment for the Rehoboth Beach WWTP the digested Class B biosolids with a minimum 16% solids content up to a maximum of 24% solids content, provided that the County reserves the right to refuse any truckloads of biosolids that would cause the Biosolids Facility to exceed the concentration standards set by law. The County also reserves the right to refuse truckloads that are not within the mandatory range of 16% to 24% solids content.

C. Payment

The County shall invoice Rehoboth for biosolids handling in accordance with the following:

(1) Rehoboth shall pay an annual service fee for the County's biosolids handling in an amount calculated by the County which shall be based upon Rehoboth Beach WWTP's measured annual tonnage of biosolids as a percentage of the design capacity of the Biosolids Facility. Costs to be included in the calculation of this fee shall be an amount equal to the County's annual debt service on the Biosolids Facility plus the County's depreciation costs of equipment used to transport the Rehoboth Beach WWTP biosolids. The County shall provide written notice of the amount of this service fee within thirty (30) days after the operation of the Biosolids Facility commences and shall provide written notice to Rehoboth of any modifications to this service fee thereafter.

(2) No additional fee for the operational costs, as defined by the County, shall be due to the County for its biosolids handling services.

(3) To the extent undisputed, Rehoboth shall pay an invoice for the County's biosolids services within thirty (30) days of the mailing date. The first invoice shall be sent after the first full calendar year of the County's provision of biosolids treatment services and will be sent on the anniversary of this date each year thereafter.

D. Calculation of Dry Tons

The solids content of each truckload of digested Class B biosolids received from Rehoboth shall be determined as follows: 1) the County will weigh the truckload received from Rehoboth at its Biosolids Facility on its calibrated Biosolids Facility scales; and 2) the County will take a grab sample from each truck and test it in order to determine the moisture content. The equation of $\text{NET WEIGHT} \times \% \text{ SOLIDS} \times .01 = \text{DRY TONS}$ will be used for this calculation. The weight of the entire truckload will be deemed to have that same percentage as determined in the sample results. A receipt for each delivery noting the results of the weighing and sampling will be provided to Rehoboth within a reasonable timeframe after delivery of each load. Rehoboth may send a representative to observe any of these steps, in its discretion.

ARTICLE X – PROJECT COOPERATION

A. Ocean Outfall Project

After execution of this Agreement, copies of any existing and future contracts related to the Ocean Outfall Project will be provided to the County, and a review and comment period will be permitted for any future contracts related to Ocean Outfall Project in advance of Rehoboth's contract award. This review and comment period shall be permitted with respect to any major change orders (defined as valued more than ten percent (10%) of the total Ocean Outfall Project cost) required in the performance of the Ocean Outfall Project.

B. Rehoboth WWTP Projects and Shared Transmission Projects

Any future major capital projects at the Rehoboth Beach WWTP or the Shared Transmission System which exceed five hundred thousand dollars (\$500,000.00) in total design and construction costs will be subject to a review and comment process before each phase of the project (initial planning, design, bid, and construction) is commenced. This review and comment period also shall be provided to the County with respect to any major change orders (defined as any change order valued more than ten percent (10%) of total project cost) required in the performance of a Rehoboth WWTP or Shared Transmission System project. In addition, prior to finalizing any construction bid documents for any project under this subsection, Rehoboth and the County shall jointly develop Add Alternates, if needed, and either party has the authority to require an Add Alternate that will be solely funded by the requesting party. Any Add Alternates benefitting both parties shall be awarded by mutual written consent, and the improvements made through Add Alternate(s) shall be paid in accordance with Article V of this Agreement. Any Add Alternate benefitting only one party to this Agreement shall be awarded if requested by the benefitting party in writing, and such Add Alternate shall be solely funded by the benefitting party and shall not be included in the Debt Service under Article V, subsection A of this Agreement.

ARTICLE XI – MAINTENANCE RESPONSIBILITIES

Each party shall maintain the Collection and Transmission Systems under its jurisdiction. Rehoboth shall properly operate and maintain the Rehoboth Beach WWTP and Shared Transmission System in good and efficient operating condition and in compliance with all permits and applicable laws, regulations, orders, standards, and policies. The County shall properly operate and maintain the Biosolids Facility in good and efficient operating condition and in compliance with all permits and applicable laws, regulations, orders, standards, and policies.

ARTICLE XII - ARBITRATION

Any controversy or claim arising out of or related to this Agreement, or any breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. An arbitrator must be selected by agreement of the parties. In any such controversy or claim, each party shall bear its own costs and neither party shall be responsible for payment of the other's legal, technical, or other costs of arbitration or litigation. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, controversy, or other matter in question be barred by the applicable statute of limitations.

ARTICLE XIII - GOVERNMENTAL AUTHORITY

This Agreement shall be subject to all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from the Delaware Department of Natural Resources and Control. In addition, the parties agree to comply with all applicable

laws, regulations and policies of the federal, state, county and local authorities in the performance of this Agreement.

ARTICLE XIV – RECORDS AND TESTING

The parties shall maintain all financial and operational books, records, and supporting documentation related to their functions and services provided under this Agreement. Each party shall make such records available to the other party, upon ten days' written request. In addition, upon written request, each party shall provide all metering or qualitative data collected in relation to the operations of the Rehoboth WWTP or Biosolids Facility. Without limitation of the foregoing, upon a party's written request, the other party shall produce any documents necessary to support the methodology, amounts, and other associated issues in connection with the other party's calculation of its fees charged under this Agreement. Either party may request to conduct, at its own expense, additional sampling, metering, or other tests of the wastewater or biosolids at the other party's facility (Biosolids Facility or WWTP, as applicable), and the other party's approval of such request shall not be unreasonably withheld.

If a party receives a request under the Freedom of Information Act ("FOIA") for documents in its possession which were provided or produced by the other party and have been clearly labeled by the other party as confidential ("Confidential Documents"), the party must provide notice to the other party of the pending FOIA request in writing as promptly as possible. The other party may request in writing, if timely sent, that the party assert an exemption based upon confidentiality in response to the FOIA request for the Confidential Documents, provided that the requesting party shall agree to be responsible for defending its claim of confidentiality as needed and any expenses related thereto.

ARTICLE XV - MISCELLANEOUS

A. This Agreement supersedes all previous agreements and understandings, written or oral, between the parties and constitutes the entire understanding of the parties with regard to the subject matter hereof.

B. No change, modification, revision, or amendment to this Agreement shall be made or enforceable unless such change, modification, revision, or amendment is reduced to a writing duly executed by both parties hereto.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns. No third-party beneficiaries to this Agreement are intended.

D. Any notice required to be delivered to or by either party under this Agreement shall be sent via first class US mail, hand delivery, or certified mail. For purposes of this provision, Rehoboth's address shall be City Manager, City Hall, 229 Rehoboth Avenue, Rehoboth Beach, Delaware 19971, and County's address shall be Sussex County Engineer, Sussex County Department of Engineering, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947.

E. Time is of the essence in the performance of this Agreement. The term "day" as used herein shall mean calendar day, unless specifically defined as a "business day," which shall be deemed to exclude weekends and State-recognized holidays.

F. Any forbearance by either party in exercising its rights hereunder shall not be construed as a waiver thereof, unless expressly set forth in writing and signed by the waiving party. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

G. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

H. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to its conflicts of laws principles.

I. Assignment, subcontracting, or transfers of this Agreement or any part hereof, shall be prohibited, unless both parties sign a written consent.

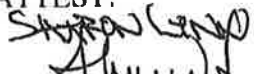
J. The headings and subheadings herein are for convenience only and shall not be used to relieve either party of any obligation under this Agreement.

[signature page follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties to this Agreement have hereunto set their respective hands and seals the day and year first above written.

CITY OF REHOBOTH


ATTEST:



Print Name:

BY:  (Seal)
Samuel R. Cooper
Mayor

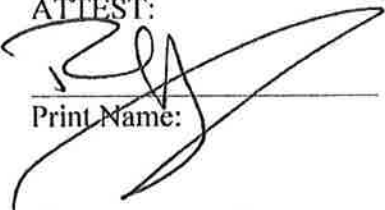
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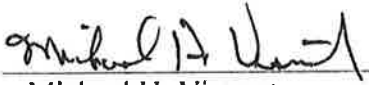
City Solicitor

SUSSEX COUNTY

ATTEST:



Print Name:

BY:  (Seal)
Michael H. Vincent
President, Sussex County Council

Approved as to Form:



Assistant County Attorney