



REHOBOTH BEACH BOARD OF COMMISSIONERS

Support Document Packet

REGULAR MEETING:

February 19, 2016

****DISCLAIMER****

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City of Rehoboth Beach

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PUBLIC NOTICE

THE COMMISSIONERS OF REHOBOTH BEACH

Regular Meeting

Second Floor of Rehoboth Beach Volunteer Fire Company

Friday, February 19, 2016; 7:00 p.m.

AGENDA

1. Call to Order
2. Invocation, Pledge of Allegiance and Roll Call
3. Approval of Agenda
4. Correspondence
5. Approval of Minutes –
 - Budget Workshop Meeting February 6, 2015
 - Budget Workshop Meeting February 27, 2015
 - Special Workshop Meeting April 13, 2015
 - Workshop Meeting May 4, 2015
 - Special Workshop Meeting May 15, 2015
 - Special Workshop Meeting May 29, 2015
 - Workshop Meeting September 9, 2015
 - Workshop Meeting October 5, 2015
 - Workshop Meeting November 9, 2015
 - Workshop Meeting December 7, 2015
 - Special Meeting January 4, 2016
 - Workshop Meeting January 4, 2016
 - Regular Meeting January 15, 2016
 - Special Workshop Meeting January 27, 2016
 - Special Meeting January 27, 2016
 - Workshop Meeting February 8, 2016
 - Special Workshop Meeting February 10, 2016
6. Report of Police Department
7. Report of Rehoboth Beach Volunteer Fire Company
8. Report of Building and Licensing Department
9. Report of Planning Commission
10. Old Business
 - A. Discuss refuse, recycling and yard waste issues and potential code changes – Commissioners Mills and McGuiness.
11. New Business
 - A. Consider authorizing the execution of a new five-year agreement between the City and Sussex County whereby the city will continue supplying drinking water to the county for the Dewey Beach Water District.
12. City Manager's Report
 - A. Approval of Street Aid Expenditures
13. Committee Report
14. City Solicitor's Report
15. Commissioner Announcements/Comments
16. Discuss items to include on future agendas.
17. Citizen Comment
18. 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 and prior to any vote being taken. 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 – (Workshop) Monday, March 7, 2016, 2016; 9:00 a.m.

amw: 02/12/16; posted 02/12/16

pc (via Fax) Cape Gazette, Coast Press, Delaware State News



**CITY OF REHOBOTH BEACH
POLICE DEPARTMENT**

229 REHOBOTH AVENUE
REHOBOTH BEACH, DE 19971

KEITH W. BANKS
Chief of Police
Phone: (302)227-2577
Fax: (302)227-6054
www.rehobothpolice.org

CITY OF REHOBOTH BEACH COMMISSIONERS' MEETING
February 19, 2016

POLICE REPORT FOR THE MONTH OF JANUARY 2016

Total Charges for the Month	167
Adult Arrests	166
Juvenile Arrests	1

Court	Criminal	Traffic	Civil	Total
JP 2	5	2	0	7
JP 3	1	0	0	1
JP 14	0	22	0	22
Alderman 37	0	114	1	115
Family	0	0	0	0
Common Pleas	1	0	0	1
Superior	5	10	0	15
VAC	0	4	2	6
Other	0	0	0	0
Totals	12	152	3	167

Revenue from Parking Permits, Parking Violations & Meters	
Parking Dept. fines collected from Permits	\$1,065.00
Parking Dept. fines collected from Parking Violations	\$1,425.00
Parking Dept. fines collected from Meters	\$10,281.00

Patrol Data, Door Checks, Police & Dispatch Hours	
Vehicle Patrol Hours	1090
Bike Patrol Hours	0
Miles Patrolled	5169
Foot Patrol Hours	164
Commercial Door Checks	1373
Residential Door Checks	551
Total Man-Hours/Police & Dispatch	7138.5

TRAFFIC CHARGES

Aggressive Driving	1
Cell Phone While Driving	3
Disregard Police Signal	2
Disregard Traffic Control Device	11
Drinking While Driving	1
Driving Over Curb	1
Driving While Suspended/Revoked	10
DUI	5
Expired License	1
Expired Tags	1
Fail to Change Address	1
Fail to Have Required Tailights	1
Fail to Report Collision	1
Fail to Stay in Lane	2
Fail to Surrender	1
Fail to Signal	1
Fail to Transfer Registration	1
Headlights Required	1
Inattentive Driving	2
Leaving Scene P.D.	1
No Insurance	21
No License in Possession	2
No Registration in Possession	4
No Valid License	6
Passing on Left	3
Speed	41
Suspended License	5
Suspended Registration	2
Unregistered Motor Vehicle	16
Unsafe Backing	1
Unreasonable Speed	3
TOTAL	152

CRIMINAL CHARGES

Burglary	1
Criminal Mischief	1
Disorderly Conduct	1
Offensive Touching	1
Possession of a Controlled Substance	1
Possession of Hypodermic Needles	1
Theft <\$1,500	2
Theft of Services	1
Trespassing	1
Unlawful us of a Payment Card	2
TOTAL CHARGES	12

CIVIL CHARGES

Disturb Peace	1
Possession of Marijuana	2
TOTAL CHARGES	3

ARREST COMPARISON WITH PREVIOUS YEAR

MONTH / YEAR / TOTAL

January 2015: 146

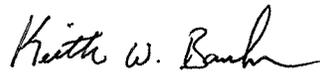
January 2016: 167

+/-: 21

PERSONNEL AS OF THIS REPORT

1 Chief
2 Lieutenants
4 Sergeants
1 Cpl. /Detective
7 Corporals
1 Patrolman First Class
1 Patrolman
0 Seasonal Patrolmen
1 Adm. Asst. to Chief of Police
1 Part-time Police Clerk
1 Dispatch Supervisor
8 Full-time Dispatchers
2 Part-time Dispatchers

Officers	Police Administration	Dispatch
14	5	11



Keith W. Banks
Chief of Police

BUILDING INSPECTOR'S REPORT

Building Permit Summary - January 1-January 31, 2016

Permit Type	Permits	Bldgs	Construction Cost	Avg. Proj. Cost
New Construction				
Residential	2	2	864,103.00	\$432,015.50 (-39%)
Multi-Family				
Commercial				
Additions				
Residential	2	2.00	323,357.00	\$161,668.50 (114%)
Multi-Family				
Commercial				
Alterations,Repairs,Conversions				
Residential	29	29	353,364.34	\$12,184.98 (9.7%)
Multi-Family	5	5	152,049.00	\$30,409.80 (187%)
Commercial	11	11	379,577.00	\$34,507.00 (232%)
Permit Processing Fees				
Signs				
Fences	3	3		\$60.00
Sheds				
Moving				
Demolitions	3	3		\$60.00
Institutions/Schools				
Tree Permits	9	9		\$180.00
Plumbing Permits	12	12		\$240.00
Building Permits	46	46		\$920.00
Copies				
Major Jobs				
Board of Adjustment Meeting				
Restaurant Applications				
Notice of Violations				
	20	20		
Inspections/Meetings				
Building Inspections	66	66		
Plumbing Inspections	17	17		
Building Re-Inspection	3	3		\$75.00
Tree Meetings				
New Projects -Discussions with Applicants	27	27		

BUDGET YEAR 2015-2016 \$458,738.00

2014/2015	April	May	June	July	August	September	October
Permit Fee	\$ 158,850.28	\$43,115.42	\$46,563.09	\$78,828.37	\$69,409.30	\$68,982.20	\$97,094.00
Value	\$ 5,108,447.61	\$1,302,014.75	\$155,377.55	\$3,520,332.20	\$2,649,600.02	\$2,508,224.00	\$5,604,864.09
# of Permits	123	100	74	73	83	82	86
Processing Fee	\$ 2,700.00	\$2,200.00	\$1,920.00	\$1,180.00	\$1,660.00	\$1,640.00	\$1,720.00

2014/2015	November	December	January	February	March	Yearly Total	
Permit Fee	\$88,159.00	\$50,634.05	\$61,681.43			\$763,317.14	
Value	\$3,955,874.80	\$2,386,597.98	\$2,129,930.34			\$29,321,263.34	
# of Permits	85	74	76			856	
Processing Fee	\$1,700.00	\$1,480.00	\$1,535.00			\$17,735.00	

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
- 21 when refuse is predominantly generated by rental houses.
- 22 • Residential refuse, yard waste and recyclables containers are not removed from public space (the
- 23 street/curbside) timely per current City Code.

24
25
26 **RESOLUTION.**

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

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 ~~polyethylene~~ 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

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

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

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.

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

Comment [SM26]: Combine 1 and 2?

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.

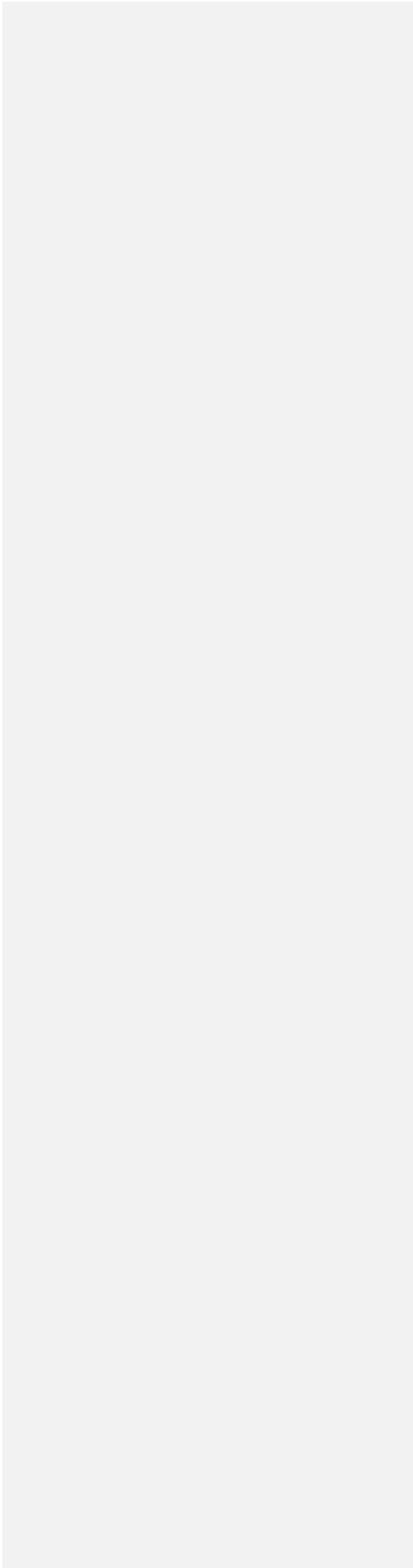
497

498

499

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

501



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> <u>(in gallons)</u>	<u>Maximum Annual Supply</u> <u>(in gallons)</u>
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

