



**Kent County Levy Court Workshop
Meeting Notice and Agenda
555 Bay Road , Dover, DE 19901
Caucus - Room 230
Tuesday, July 21, 2026**

6:00 PM, WORKSHOP

Location: Caucus Room

The public is welcome to attend in person, via WebEx, or by phone.

to join via WebEx go to: <https://kentcountyde.webex.com/kentcountyde/j.php?MTID=mb5be1b37cbbf8809edf94daf921c9a4b>

or by phone: 1-408-418-9388; Meeting number (access code): 2342 429 6539; Meeting password: #

CALL TO ORDER

DETERMINATION OF QUORUM

****NOTE: If Workshop discussion items remain unfinished, the Commissioners may decide to Recess and Reconvene the Workshop in the Caucus Room to continue the discussions after the 7:00 PM Business Meeting.***

WORKSHOP ITEMS:

1. Town of Frederica Comprehensive Plan
2. Proposed Policy P26-01, County Vehicle GPS and Camera Policy
3. Recreation Center Chiller Replacement
4. Ordinance LC26-11, An Ordinance to amend Kent County Code, Vol. I Chapter 68, Personnel Policy to update § 68-7 Vacancies, recruitments and appointments, Section D. (5) to update the pre-employment drug screening process.
5. Paid Family Medical Leave Policy Amendment
6. Personal Leave for Nonexempt Employees

PUBLIC COMMENTS

COMMISSIONERS' COMMENTS

EXECUTIVE SESSION, if needed

Immediately following the Business Meeting and/or Workshop,
Caucus Room

For preliminary discussion on site acquisition for a publicly funded capital improvement; legal strategy session regarding collective bargaining; pending or potential litigation; and personnel matters.

Pursuant to 29 Del.C. 10004(b)(2), (4), & (9)

RECESS OR ADJOURN

Posting Info:

Posted: 7/14/26
Revised:
Posted by: L. Tanaka
Time: 6:43PM
Take down: Upon Replacement or on 7/22/26

29 Del.C. §10004(e)(2). The Agenda items as listed may not be considered in sequence. This Agenda is subject to change to include additional items including Executive Sessions or the deletion of items including Executive Sessions, which arise at the time of the meeting.



Date: July 21, 2026

Mayor and Town Council
Town of Frederica
PO Box 294
2 West David Street
Frederica, Delaware 19946

RE: Request for De-Annexation of Kent County Parcel (Tax Parcel No. MD-08-141.00-01-01.00-000)

Dear Mayor and Members of the Town Council:

On behalf of the Kent County Levy Court, I respectfully request that the Town of Frederica initiate the process necessary to de-annex Kent County-owned property identified as Tax Parcel No. MD-08-141.00-01-01.00-000 from the corporate limits of the Town.

As the Town proceeds through the update of its Comprehensive Plan, Kent County has reviewed the proposed document and appreciates the cooperation and responsiveness of Town officials and their consultants in addressing comments previously submitted by the County. During this review, the continued inclusion of the above-referenced parcel within the Town limits was identified as a matter warranting further consideration.

The Kent County Levy Court believes that maintaining this County-owned parcel within the municipal boundaries provides limited benefit to either the Town or the County. The property is currently held by Kent County for governmental purposes and may be utilized in the future to support public infrastructure, utility, operational, or other County service needs. As such, preserving the County's flexibility to plan for and develop the property in a manner that best serves the residents of Kent County is an important consideration.

Conversely, continued annexation may unnecessarily subject future County uses of the property to municipal zoning, land use, and permitting requirements that could restrict, delay, or complicate the County's ability to efficiently utilize the property for governmental and public purposes. Given the County's ownership of the parcel and the absence of any significant municipal planning or service-related benefit associated with its inclusion within the Town limits, the Kent County Levy Court believes de-annexation is both reasonable and appropriate.

Accordingly, the Kent County Levy Court respectfully requests that the Town pursue the appropriate actions necessary to remove Parcel No. MD-08-141.00-01-01.00-000 from the Town's corporate boundaries and revise the Comprehensive Plan and associated mapping accordingly.

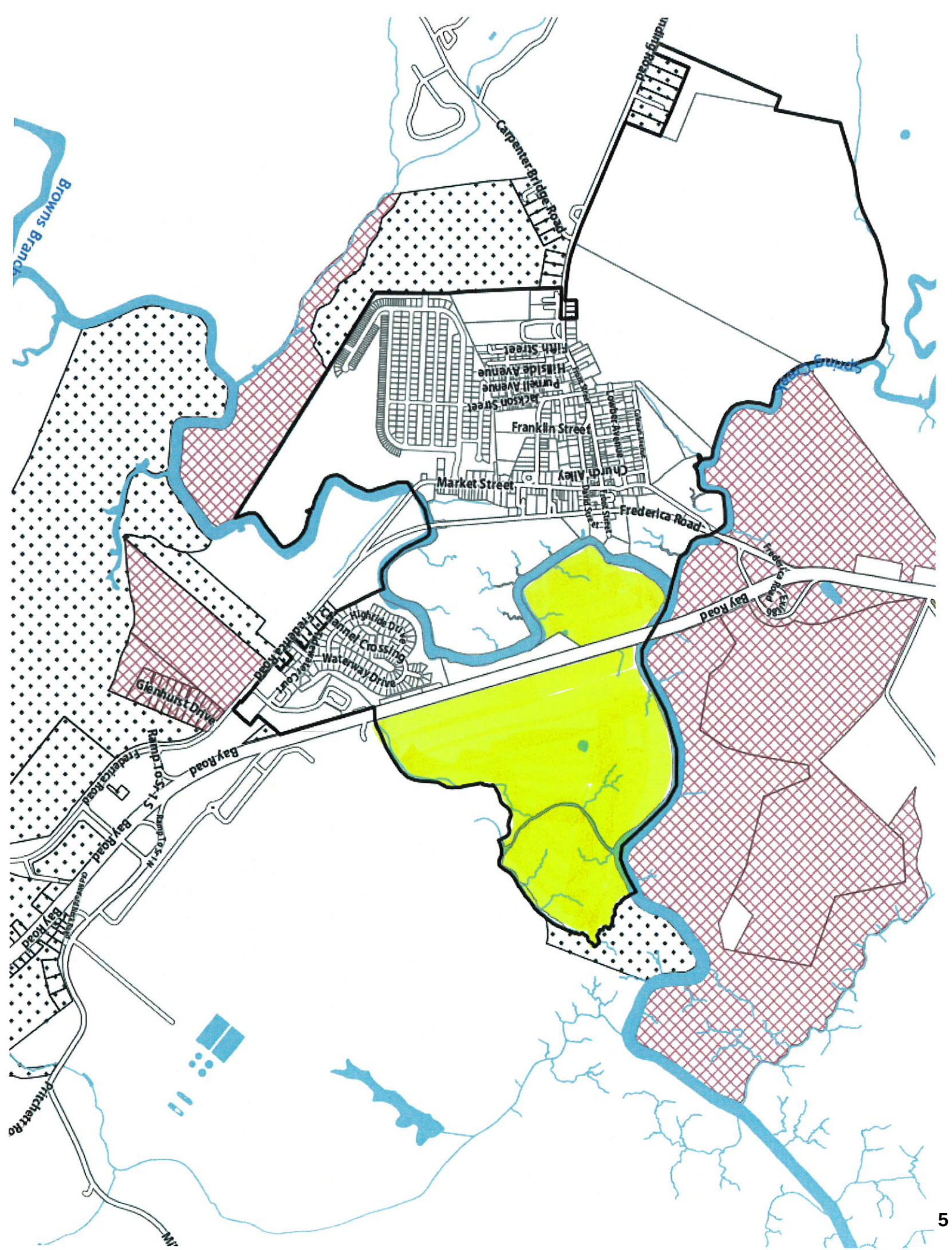
Kent County values its longstanding partnership with the Town of Frederica and looks forward to continuing to work collaboratively on matters of mutual interest. Should the Town require any additional information regarding this request, County staff will be available to assist.

Thank you for your consideration of this request.

Respectfully,

Joanne Masten
President
Kent County Levy Court

cc: Kent County Levy Court Commissioners
Kevin Sipple, County Administrator





OFFICE OF THE COUNTY ADMINISTRATOR

MEMORANDUM

TO: Levy Court Commissioners
FROM: Kevin R. Sipple, County Administrator
SUBJECT: Introduction of Kent County Vehicle GPS and Camera Systems Policy
DATE: June 30, 2026

Commissioners,

Attached for your review and consideration is the proposed Kent County Vehicle GPS and Camera Systems Policy.

Over the past several months, staff has evaluated the implementation of a County-wide GPS and forward-facing camera system for County-owned vehicles. This initiative is intended to enhance employee safety, improve fleet management, strengthen accountability, reduce liability exposure, and provide valuable operational information while protecting both County employees and County assets.

The proposed policy establishes clear guidelines governing the installation, use, monitoring, and administration of GPS tracking devices and vehicle camera systems. It is designed to ensure these technologies are utilized responsibly, consistently, and in compliance with applicable laws, County personnel policies, and collective bargaining obligations.

Several key principles of the policy include:

- Establishing GPS and forward-facing cameras as tools primarily intended to improve employee safety, operational efficiency, and risk management.
- Providing additional protection for employees by allowing recorded data to help resolve complaints, document incidents, and exonerate employees when allegations are inconsistent with recorded information.
- Limiting access to GPS and camera data to authorized personnel with a legitimate business need.
- Clarifying that these systems are not intended to serve as the primary tool for routine employee discipline or performance monitoring, while recognizing that data

may be reviewed when necessary for significant operational, safety, legal, or administrative matters.

- Requiring employees to properly operate County vehicles and prohibiting tampering with monitoring equipment.
- Establishing procedures for data retention, confidentiality, and lawful disclosure.

Implementation of this program represents an investment in both our employees and our operations. Similar technologies have become standard practice in local governments across the country, providing valuable tools for improving safety, protecting public resources, enhancing fleet management, and reducing insurance and liability costs.

Staff believe this policy strikes an appropriate balance between operational oversight and employee privacy while providing a clear framework for the responsible use of GPS and vehicle camera technology.

I respectfully request that Levy Court review the attached policy and consider its adoption. Staff will be available to answer any questions and discuss the policy during the meeting.

Respectfully submitted,

Kevin Sipple

County Administrator

Recommended Motion:

“I move to approve proposed Policy P26-01, establishing a Kent County Vehicle GPS and camera Systems Policy as presented and authorize the County Administrator to implement the policy and take all actions necessary for its administration and implementation.”

KENT COUNTY LEVY COURT POLICY (NEW) P26-01

INTRODUCED BY: Commissioner Allan F. Angel

ADOPTION DATE:

EFFECTIVE DATE: Upon adoption

§ TBD. Kent County Vehicle GPS and Camera Systems Policy.

Purpose

The purpose of this policy is to establish guidelines for the installation, use, monitoring, and management of Global Positioning System (GPS) tracking devices and vehicle camera systems, as warranted, in designated Kent County-owned vehicles. The County recognizes that these systems can improve employee safety, vehicle accountability, operational efficiency, risk management, and protection of County assets.

Policy Statement

Kent County reserves the right to install and utilize GPS tracking devices and camera systems in County-owned vehicles for legitimate governmental and operational purposes. Employees should be aware that County-owned vehicles equipped with GPS and camera systems are subject to monitoring for the legitimate business purposes outlined in this policy. The primary purpose of GPS and vehicle camera systems is to enhance employee safety, improve operational awareness, protect employees from false complaints, support fleet management, and safeguard County assets. These systems are not intended to serve as a primary tool for routine employee discipline or performance monitoring.

The County will utilize these systems in a professional, reasonable, and lawful manner consistent with applicable laws, regulations, collective bargaining agreements, and County personnel policies. Implementation for bargaining-unit employees shall occur only as permitted by applicable collective bargaining agreements and labor law.

Scope

This policy applies to all employees, volunteers, temporary staff, contractors, and authorized users operating County-owned vehicles equipped with GPS tracking devices and/or camera systems.

The County Administrator, in conjunction with the relevant Department Head, may determine which vehicles will be equipped with GPS and/or camera technology based on

operational needs, risk management considerations, public safety functions, fleet management, or other administrative purposes.

Authorized Uses

GPS and camera systems may be utilized for purposes including, but not limited to:

- Enhancing employee and public safety
- Protecting County employees from false complaints or allegations
- Monitoring vehicle location and utilization
- Improving fleet efficiency and route management
- Monitoring driver behavior and vehicle operation
- Assisting with accident investigations
- Supporting maintenance scheduling and vehicle diagnostics
- Verifying payroll, work assignments, and time reporting
- Investigating misuse of County vehicles or violations of County policy
- Supporting emergency response and operational coordination
- Reducing liability exposure and insurance claims

Camera Systems

At implementation, Kent County vehicles will utilize forward-facing cameras only. Interior-facing cameras and audio recording are not authorized unless separately approved and implemented in accordance with applicable County policy, labor obligations, and legal requirements.

Employee Responsibilities

Employees operating County vehicles shall:

- Operate County vehicles in a safe and professional manner
- Comply with all traffic laws and County vehicle policies
- Not tamper with, disable, obstruct, disconnect, or otherwise interfere with GPS or camera equipment
- Promptly report malfunctioning equipment to their supervisor
- Understand that GPS and camera data may be reviewed as part of routine operations or investigations

Unauthorized tampering with County monitoring equipment will result in disciplinary action.

Data Access and Confidentiality

GPS and camera data are County records and shall be maintained in accordance with applicable records retention requirements and County procedures.

Access to system data shall be limited to authorized personnel with a legitimate business need, including but not limited to:

- County Administrator
- Department Directors
- Human Resources
- Information Technology staff
- Legal Counsel
- Supervisors conducting administrative reviews or investigations

Data may also be disclosed as required by law, court order, subpoena, Freedom of Information Act requirements, insurance claims, law enforcement investigations, or other authorized governmental purposes. Public disclosure of GPS, video, or related data shall be coordinated through the County's established public records process and may be subject to redaction or withholding where permitted or required by law.

Monitoring and Review

The County reserves the right to monitor, review, retrieve, and utilize GPS and camera system data at any time for legitimate business or governmental purposes. GPS and camera data may be reviewed during investigations involving accidents, safety events, complaints, or allegations of misconduct. The County does not intend to utilize these systems as the primary means of routine employee discipline, while reserving the right to review data when necessary for significant operational, safety, legal, or administrative matters

Collected data may be used in discipline proceedings, but employees will have an opportunity to respond consistently with County policy, applicable law, and any collective bargaining agreement.

Employee Protection

GPS and camera data may also be utilized to exonerate employees when complaints, allegations, or claims are inconsistent with the recorded information

Employee Notification

Departments utilizing GPS and/or camera systems shall notify employees assigned to affected vehicles that such systems are installed and operational. Acknowledgment of this policy shall be required as part of vehicle assignment or departmental procedures.

Retention of Data

Routine GPS and video data shall not be retained indefinitely and shall be deleted or overwritten in accordance with County retention procedures, unless preservation is required

for an investigation, complaint, accident, claim, litigation hold, public records request, or other official purpose. GPS and video data retention periods shall be established by the County based on operational needs, storage capacity, legal requirements, and records retention schedules. The County reserves the right to retain data longer when necessary for investigations, litigation, claims, or other official purposes.

Violations

Violations of this policy may result in disciplinary action up to and including termination of employment, reimbursement for damages, loss of vehicle privileges, and/or criminal prosecution when applicable.

Administration

The County Administrator, in coordination applicable Department Heads, shall have the authority to implement procedures necessary to administer this policy.

This policy may be amended at any time as deemed necessary by Kent County Levy Court

Effective Date

This policy shall become effective upon approval by Kent County Levy Court.



DEPARTMENT OF COMMUNITY SERVICES

Memo

Date: July 15, 2026

To: Kevin Sipple, County Administrator

Cc: Levy Court Commissioners; Susan Durham, Finance Director

From: Jeremy Sheppard, Community Services Director

Re: Recreation Center HVAC Repair

Staff will present at the Levy Court Workshop on Tuesday, July 21, 2026, to review and discuss the required repair to the Recreation Center's HVAC chiller system.

In May 2026, staff and program participants observed that the gym temperature was noticeably warmer than normal. Upon inspection, staff noted that the main rooftop chiller was not operating as expected. A "hard reset" was performed by cycling the power, which temporarily restored function. Over the following weeks, the same issue reoccurred several times, and staff noticed through the BAS system that the unit consistently tripped at a particular time of day.

A service call was made to our contracted vendor at the time, Modern Controls, to diagnose the root cause. Their assessment determined that three of the unit's four compressors had failed. The chiller relies on two banks of dual compressors. Each bank alternates between its compressors to balance running time and reduce wear. With three compressors out of service, the system could no longer complete the scheduled switch, resulting in the chiller shutting down entirely. Staff were able to maintain cooling only by manually resetting the unit when failures occurred.

Based on Modern Controls' guidance, staff developed a plan to replace the failed compressors and associated components. Due to the projected cost, staff followed Kent County procurement policy and obtained three written quotes. These quotes were submitted to Finance for review and are attached to this memo. The lowest quote was provided by Seiberlich Trane in the amount of \$79,995.00.



DEPARTMENT OF COMMUNITY SERVICES

Staff Recommendation:

Staff recommend accepting the quote from Seiberlich Trane and proceeding with the repair as soon as possible by placing this item on the next available Levy Court Business Meeting agenda for action.

Recommended Motion:

Move to approve the vendor Seiberlich Trane to repair the Recreation Center HVAC system per their quote of \$79,995. Funds shall be expensed from the Parks Contingency Fund.

I have reviewed this memo and concur:

A handwritten signature in blue ink, appearing to read "Susan Durham", is written over a horizontal line.

Susan Durham, Finance Director

QUOTATION SUMMARY

NAME OF PROJECT:		Recreation Center Gymnasium Chiller Repair			
PROJECT NUMBER:					
KENT COUNTY DEPARTMENT OF COMMUNITY SERVICES - DIVISION OF PARKS AND RECREATION					
		Capital Project: No			RECOMMENDED FOR APPROVAL BY 
		\$79,995.00	DATE RECOMMENDED FOR AWARD -		OFFICE (***) ***-**** / FAX (***) ***-****
DESCRIPTION OF ITEMS (S): Replacement of four faulty compressors and critical components on the Rec Center gym chiller system				PLEASE SO STATE: ONE TIME PURCHASE OR CONTINUOUS PURCHASES (IF REPETITIVE, HOW FREQUENTLY) One time purchase.	
Vendor: Siberlich Trane				1-Jul-26	
	COMPLETE (YES/NO)	TIME OPENED	#W / P	PER UNIT COST	DOLLAR AMOUNT QUOTED
Seiberlich Trane	Y		W		\$79,995.00
Diamond Mechanical Inc	Y		W		\$92,800.00
Modern Controls	Y		W		\$101,084.00



**PROPOSAL ST26-01602
TO
Kent County Rec Center**

June 30, 2026

CGAM R'Newal





Wilmington DE
66 Southgate Blvd
New Castle, DE 19720
Phone: (302) 395-0200
Fax: (302) 395-0700

June 30, 2026

Kent County Rec Center

Project Name: R'newal Chiller-1

Attention: Mike Rigby

Seiberlich Trane Energy Services is pleased to offer you this proposal for performance of the following services:

Equipment

Equipment	Manufacturer	Model Number	Serial Number
120 TON CHILLER	TRANE	CGAM120	U15E48827

R'newal™ Service Program- CGAM

A comprehensive program, available only from Trane Service, designed to prevent refrigerant leaks, compressor failures, and avoid unscheduled downtime. This process replaces worn materials, restores compressor(s) performance, and updates applicable components to current design. The CGAM R'newal™ Service program delivers Trane's original commitment of reliability and performance and is backed by a long-term factory warranty.

Included:

- On the CGAM R'newal™ compressor A & B:
 - Starter evaluation
 - Oil and refrigerant lab analysis
 - Circuit remove/transfer existing refrigerant (recovery equipment included)
- Install factory R'newal™ exchange compressors
- Depending on unit size and age, the following will be replaced:
 - High pressure cut-out switch
 - Oil filter element
 - Pressure relief valve
 - Master solenoid valve/coil
- Unit up-grades and modifications per unit schedule
- Replace existing refrigerant that was removed or transferred
- All necessary labor and rigging
- Insulate compressor motor terminals
- Install eight (8) new condenser fan motors and blades
- Install new suction temperature sensors
- Install new CH530 control panel and cover
- Start-up and system checkout
- **Factory compressor warranty (Parts and Labor)**
 - **2 year standard warranty included on compressor**
- Shipping and Handling

The compressor shall all be covered as below.

R'newal™ exchange compressor warranty;

Standard warranty on all renewed compressor is two years parts and labor. If the unit is maintained by an approved Trane Service Agreement an additional third through fifth year warranty is available for purchase.

Notes:

- ☑ R'newal™ price assumes compressor to be returned to OEM R'newal™ facility in good operating condition for core charge credit. Therefore, if returned compressor(s) is discovered to have a failed helical rotor, housing, or compressor motor, an additional charge will apply.
- ☑ The existing HCFC-410 will be re-used. If additional refrigerant is necessary, it is not included and will be billable in addition to this proposal.
- ☑ Disposition of waste oil - the owner/operator will be responsible for removal/disposal of waste oil, if necessary.
- ☑ Unless specified, upgrades to the motor starter and controls are not included in this proposal.

Price:..... \$79,995.00

Notes:

1. **Customer to provide lift to place compressors on roof**
2. Applicable taxes are not included and will be added to the invoice.
3. Any service not listed is not included.
4. Work will be performed during normal business hours

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (302) 395-0200.

Sincerely,

Jim Strusowski
Service Account Manager
Seiberlich Trane Energy Services

This agreement is subject to the attached Seiberlich Trane Terms and Conditions.

SUBMITTED BY: Jim Strusowski

Proposal Date: June 30, 2026

Service Account Manager

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

SEIBERLICH TRANE ACCEPTANCE
Seiberlich Trane Energy Services

Authorized Representative

Title

Signature Date

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Seiberlich Trane.

Seiberlich Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Seiberlich Trane and Customer, in which case such written agreement shall apply.

Acceptance. A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Seiberlich Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Seiberlich Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Seiberlich Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Seiberlich Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Seiberlich Trane will in any event constitute an acceptance by Customer of these terms and conditions.

Term and Pricing. The Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Seiberlich Trane the balance of the stated price applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

Payment and Taxes. Payment is due net 30 days on date of Seiberlich Trane's invoice. Except as may otherwise be provided in the "Pricing & Acceptance" section, annual Service Fee amounts shall be paid in advance of performance of the Services. A service charge of 1½% on unpaid balances may be charged by Seiberlich Trane. Without liability to Customer, Seiberlich Trane may discontinue services whenever payment is overdue. In addition to the stated Price, Customer shall pay all taxes not legally required to be paid by Seiberlich Trane or, alternatively, shall provide Seiberlich Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Seiberlich Trane in attempting to collect amounts due.

Termination. This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Seiberlich Trane for any amounts for services provided by Trane and not then paid.

Performance. Seiberlich Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Seiberlich Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Seiberlich Trane's duty to perform under this Agreement are subject to the approval of Seiberlich Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Seiberlich Trane may delay or suspend performance or, at its option, renegotiate the Price, and/or terms and conditions with the Customer. If Seiberlich Trane and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Seiberlich Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Seiberlich Trane have any obligation to replace Equipment that is no longer maintainable. If initial or seasonal start-up is included in the services, or an inspection by Seiberlich Trane prior to commencement of the services, indicates repairs are required, Seiberlich Trane will provide a quotation for such repairs. If Customer does not authorize such repairs, Seiberlich Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Price accordingly, or at Seiberlich Trane's option, cancel this Agreement. During the Term, Seiberlich Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Seiberlich Trane and in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Seiberlich Trane reserves the right to remove such items at its discretion.

Customer Obligations. Customer shall:

- a. Provide Seiberlich Trane reasonable and safe access to all Equipment;
- b. Reimburse Seiberlich Trane for services, repairs, and/or replacements performed by Seiberlich Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Seiberlich Trane's option be subject to a separate written agreement prior to its undertaking such work; and
- c. Unless water treatment is expressly included in Seiberlich Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Seiberlich Trane.

Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Seiberlich Trane do not include, and Seiberlich Trane shall not be liable for, any of the following:

- a. Any guarantee of room conditions or system performance;
- b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment and interconnecting power wiring; recording or portable instruments, gauges or thermometers; any pipe covering or insulation containing asbestos, or non-maintainable parts of the system, including, but not limited to, unit cabinets, shells, ductwork, electrical wiring, hydronic piping, structural supports, boiler refractory material and shells, storage tanks and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;
- c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
- d. Any damage or malfunction resulting from freezing, contamination, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Seiberlich Trane as part of this agreement;
- e. Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- f. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment; The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- h. Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- i. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- j. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and
- k. Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Seiberlich Trane.

Warranties. (a) Labor is warranted (to have been properly performed) for a period of 90 days from completion and Seiberlich Trane's obligation under this warranty is limited to correcting any improperly performed labor and (b) equipment and/or parts are not warranted by Seiberlich Trane, but shall have such warranties as are extended to Seiberlich Trane by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SEIBERLICH TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING**

PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. SEIBERLICH TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Indemnity and Liability. Seiberlich Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.**

Asbestos and Hazardous Materials. Seiberlich Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Seiberlich Trane become aware of or suspect the presence of Hazardous Materials, Seiberlich Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Seiberlich Trane. Seiberlich Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

Insurance. Seiberlich Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Seiberlich Trane's insurance policy, Seiberlich Trane will do so but only to the extent of Seiberlich Trane's indemnity assumed under the indemnity provision contained herein. Seiberlich Trane does not waive any rights of subrogation.

Force Majeure. Seiberlich Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Seiberlich Trane and which by the exercise of due diligence Seiberlich Trane could not reasonably have been expected to avoid and which it has been unable to overcome. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of Seiberlich Trane. If Seiberlich Trane is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to Customer and Seiberlich Trane's obligations shall be suspended until removal of the Event of Force Majeure.

Services Other Than Solely Scheduled Service. If Seiberlich Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Seiberlich Trane being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Seiberlich Trane, unless approved by Seiberlich Trane in writing, may, at Seiberlich Trane's option, terminate Seiberlich Trane's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the agreement Price shall be made; and (c) Customer shall (i) promptly notify Seiberlich Trane of any unusual performance of Equipment; (ii) permit only Seiberlich Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

General. To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which work is performed. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Seiberlich Trane. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided no modifications, additions or changes may be made to this Agreement except in writing signed by

Michael Rigby

From: Jim Strusowski <jim.strusowski@seiberlich.com>
Sent: Wednesday, July 1, 2026 9:10 AM
To: Michael Rigby
Cc: Mike Long
Subject: RE: Kent County Rec Center Chiller

4 Compressors
8 Condenser Fan Motors
4 Heaters
1 Module
1 Dynaview Enclosure
8 Fan Blades
2 Temp Sensors

Thanks again,

Jim Strusowski

Jim Strusowski
Direct Sales Leader
Seiberlich Trane Energy Services
66 Southgate Blvd.
New Castle, DE 19720
Cell: (302) 547-4622



We make buildings work better, for life!

The information in this message is the property of SEIBERLICH TRANE ENERGY SERVICES. This message is intended only for the use of the addressee named above and may contain legally privileged and/or confidential information. If you are not the intended recipient of this message, you are hereby notified that any use, dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, please notify us immediately by telephone or return e-mail and delete the message, all copies thereof and any attachments. We thank you for your cooperation.

From: Michael Rigby [mailto:michael.rigby@kentcountyde.gov]
Sent: Wednesday, July 1, 2026 8:58 AM
To: Jim Strusowski <jim.strusowski@seiberlich.com>
Cc: Mike Long <mike.long@seiberlich.com>
Subject: RE: Kent County Rec Center Chiller

This message originated from outside the organization

I see the quote states compressor A and B. Is that all 4 compressors ?

Thanks



Diamond Mechanical, Inc.

3588 Peachtree Run Dover, DE 19901 (302) 697-7694

June 16, 2026

P-SVC-2026-5060

Kent County Park & Recs
Attn: Mike Rigby
Michael.rigby@kentcountyde.gov

SUBJECT: Chiller Compressor replacement

DMI's scope of work is as follows:

Mechanical as indicated on drawings:

- DMI will recover and dispose of approximately 174lbs of refrigerant
- DMI will disconnect, remove & dispose of (4) compressors that are not operable
- DMI will furnish and install (4) Scroll compressors from Trane
- DMI will furnish and install (4) crank case heaters
- DMI will flush all compressor piping to ensure any contaminated oil and refrigerant is removed
- DMI will furnish and install approximately 174lbs of refrigerant into the chiller
- DMI will furnish and install (1) new Trane controller screen to replace defective
- DMI will verify all connections and sequence prior to start up
- DMI will provide crane / fork lift to complete the work
- DMI will provide equipment start up to ensure repairs are successful

Mechanical Cost:

Ninety-Two Thousand Eight Hundred Dollars.....\$92,800

Conditions/Exceptions:

- Excludes roof penetrations & patching/sealing, structural steel, all electrical work, additional demo other than what is identified in scope, temporary heating & cooling, Existing ATC controls to remain,
- Price is based on work being performed during normal business hours, Monday-Friday 7:00am – 3:30pm.
- This proposal pricing is valid for 30 days
- Standard 1 year labor warranty
- Manufacturer warranties to begin upon factory start up

Thank you for the opportunity to provide this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

Marc Patone

Marc Patone



Customer:	Kent County Parks & Rec	Proposal #	S26-0635
Contact Name:	Mike Rigby	Job Evaluation Date:	6/18/2026
Email:	michael.rigby@co.kent.de.us	Job Proposal Date:	6/18/2026
Job Description:	Trane Chiller - Compressor & Interface Replacements		

We are submitting the following proposal to replace (4) compressors, (4) contactors, and (1) interface module that serve the Trane chiller on site. (2) compressors for circuit 1B and (2) compressors for circuit 2B.

- Mobilize labor and materials to jobsite.
 - Modern will provide a crane for the removal and replacement of the compressors.
 - Reclaim refrigerant from the system as necessary.
 - Power down unit and remove (4) existing faulty compressors.
 - Remove (4) existing faulty contactors and (1) interface module.
 - Install, wire and test (4) new contactors and (1) interface module.
 - Install, wire and test (4) new compressors.
 - Purge the system with nitrogen and perform a pressure hold test to verify there are no leaks.
 - Pull a vacuum on the system and then charge each circuit to proper operating levels with refrigerant.
 - Charge circuit 1B with 86 lbs. of R410-A refrigerant.
 - Charge circuit 2B with 86 lbs. of R410-A refrigerant.
 - Verify proper operation of newly repaired chiller.
- Clarifications: Any additional refrigerant needed to charge the system to proper operating levels will be billed separately.

Labor Rate.....	\$136.50
Quoted Material Price.....	\$82,520.00
Quoted Labor Price.....	\$18,564.00
Quoted Price.....	\$101,084.00

Plus Sales Tax If Applicable

ALL PROPOSALS ARE ONLY VALID FOR 30 DAYS FROM THE DATE LISTED ABOVE

Clarifications

All work to be done during normal working hours.

Please allow 2-3 weeks for material to be available from the date of authorization.

Due to market volatility material pricing is subject to change.

Thank you for the opportunity to submit a quote on the above project. As the job progresses, we would alert you to any potential cost overruns prior to such costs being incurred. If you have any questions or need any additional information, please feel free to contact me. On acceptance of quote, please sign and e-mail to quotes@moderncontrols.com

Sincerely,

George Englesson

Service Estimator

quotes@moderncontrols.com

I accept the above contract:

Authorized Signature

Date



Diamond Mechanical, Inc.

3588 Peachtree Run Dover, DE 19901 (302) 697-7694

June 16, 2026

P-SVC-2026-5061

Kent County Park & Recs
Attn: Mike Rigby
Michael.rigby@kentcountyde.gov

SUBJECT: Chiller Replacement

DMI's scope of work is as follows:

Mechanical as indicated on drawings:

- DMI will recover and dispose of approximately 174lbs of refrigerant
- DMI will disconnect, remove & dispose of existing chiller
- DMI will furnish and install New Trane Chiller like kind
- DMI will reconnect new chiller to existing chilled water loop
- DMI will verify all connections and sequence prior to start up from factory
- DMI will provide crane / fork lift to complete the work

Mechanical Cost:

Two Hundred Five Thousand Dollars.....\$205,000

Conditions/Exceptions:

- Excludes roof penetrations & patching/sealing, structural steel, all electrical work, additional demo other than what is identified in scope, temporary heating & cooling, Existing ATC controls to remain,
- Price is based on work being performed during normal business hours, Monday-Friday 7:00am – 3:30pm.
- This proposal pricing is valid for 30 days
- Standard 1 year labor warranty
- Manufacturer warranties to begin upon factory start up

Thank you for the opportunity to provide this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

Marc Patone

Marc Patone

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Seiberlich Trane.

Seiberlich Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Seiberlich Trane and Customer, in which case such written agreement shall apply.

Acceptance. A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Seiberlich Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Seiberlich Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Seiberlich Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Seiberlich Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Seiberlich Trane will in any event constitute an acceptance by Customer of these terms and conditions.

Term and Pricing. The Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Seiberlich Trane the balance of the stated price applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

Payment and Taxes. Payment is due net 30 days on date of Seiberlich Trane's invoice. Except as may otherwise be provided in the "Pricing & Acceptance" section, annual Service Fee amounts shall be paid in advance of performance of the Services. A service charge of 1½% on unpaid balances may be charged by Seiberlich Trane. Without liability to Customer, Seiberlich Trane may discontinue services whenever payment is overdue. In addition to the stated Price, Customer shall pay all taxes not legally required to be paid by Seiberlich Trane or, alternatively, shall provide Seiberlich Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Seiberlich Trane in attempting to collect amounts due.

Termination. This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Seiberlich Trane for any amounts for services provided by Trane and not then paid.

Performance. Seiberlich Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Seiberlich Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Seiberlich Trane's duty to perform under this Agreement are subject to the approval of Seiberlich Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Seiberlich Trane may delay or suspend performance or, at its option, renegotiate the Price, and/or terms and conditions with the Customer. If Seiberlich Trane and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Seiberlich Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Seiberlich Trane have any obligation to replace Equipment that is no longer maintainable. If initial or seasonal start-up is included in the services, or an inspection by Seiberlich Trane prior to commencement of the services, indicates repairs are required, Seiberlich Trane will provide a quotation for such repairs. If Customer does not authorize such repairs, Seiberlich Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Price accordingly, or at Seiberlich Trane's option, cancel this Agreement. During the Term, Seiberlich Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Seiberlich Trane and in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Seiberlich Trane reserves the right to remove such items at its discretion.

Customer Obligations. Customer shall:

- a. Provide Seiberlich Trane reasonable and safe access to all Equipment;
- b. Reimburse Seiberlich Trane for services, repairs, and/or replacements performed by Seiberlich Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Seiberlich Trane's option be subject to a separate written agreement prior to its undertaking such work; and
- c. Unless water treatment is expressly included in Seiberlich Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Seiberlich Trane.

Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Seiberlich Trane do not include, and Seiberlich Trane shall not be liable for, any of the following:

- a. Any guarantee of room conditions or system performance;
- b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment and interconnecting power wiring; recording or portable instruments, gauges or thermometers; any pipe covering or insulation containing asbestos, or non-maintainable parts of the system, including, but not limited to, unit cabinets, shells, ductwork, electrical wiring, hydronic piping, structural supports, boiler refractory material and shells, storage tanks and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;
- c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
- d. Any damage or malfunction resulting from freezing, contamination, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Seiberlich Trane as part of this agreement;
- e. Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- f. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment; The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- h. Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- i. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- j. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and
- k. Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Seiberlich Trane.

Warranties. (a) Labor is warranted (to have been properly performed) for a period of 90 days from completion and Seiberlich Trane's obligation under this warranty is limited to correcting any improperly performed labor and (b) equipment and/or parts are not warranted by Seiberlich Trane, but shall have such warranties as are extended to Seiberlich Trane by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SEIBERLICH TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING**

PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. SEIBERLICH TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Indemnity and Liability. Seiberlich Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.**

Asbestos and Hazardous Materials. Seiberlich Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Seiberlich Trane become aware of or suspect the presence of Hazardous Materials, Seiberlich Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Seiberlich Trane. Seiberlich Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

Insurance. Seiberlich Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Seiberlich Trane's insurance policy, Seiberlich Trane will do so but only to the extent of Seiberlich Trane's indemnity assumed under the indemnity provision contained herein. Seiberlich Trane does not waive any rights of subrogation.

Force Majeure. Seiberlich Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Seiberlich Trane and which by the exercise of due diligence Seiberlich Trane could not reasonably have been expected to avoid and which it has been unable to overcome. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of Seiberlich Trane. If Seiberlich Trane is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to Customer and Seiberlich Trane's obligations shall be suspended until removal of the Event of Force Majeure.

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General. To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which work is performed. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Seiberlich Trane. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided no modifications, additions or changes may be made to this Agreement except in writing signed by

Michael Rigby

From: Jim Strusowski <jim.strusowski@seiberlich.com>
Sent: Wednesday, June 17, 2026 8:30 AM
To: Michael Rigby
Subject: Re: Kent County Rec Center Chiller

Send me the info on the chiller and what you like us to do. I'll pull the numbers together for you to review. If the numbers are in the ball park, I'll send someone down to take a look to verify.

No charge for the proposal.

Jim Strusowski
(302) 547-4622
Sent from my iPhone

On Jun 17, 2026, at 8:24 AM, Michael Rigby <michael.rigby@kentcountyde.gov> wrote:

This message originated from outside the organization

Jim, good morning. Here at the Kent County Rec Center I am having issues with my chiller. Apparently, there are 3 bad compressors out of 4 on this train unit. Any chance you can get me a quote for all the parts and labor to replace the 4 compressors along with a separate quote to replace entire chiller.

Does a tech need to come out to look at the unit or can I send you the specs from the unit and compressors.

Will there be a charge for requesting a quote ?

Thanks

Michael S. Rigby
Assistant Director
Kent County Levy Court
Division of Parks and Recreation
302-744-2495

MEMORANDUM



TO: Levy Court Commissioners
VIA: Kevin Sipple, County Administrator
FROM: Trudena Horsey, Human Resources Director
SUBJECT: Pre-employment Drug Screenings
DATE: May 15, 2026

While in the legal review stage of the Drug and Alcohol Abuse policy update, the employment attorney addressed an update to the pre-employment drug screening process. The County currently has language in Chapter 68 of the Personnel Ordinance requiring all new hires to be subjected to pre-employment drug and alcohol screenings. At the attorney's recommendation, Human Resources is requesting to update the pre-employment screening process to only require drug and alcohol screenings for safety-sensitive positions only. These positions would include Paramedics, Dispatchers, Wastewater Plant and Biosolids Operators, Electrician Helpers, Maintenance Workers, Maintenance Mechanics, and Heavy Equipment Operators, etc.

This suggested update would put us in alignment with Sussex County and State agencies for the pre-employment screening process.

Below is the amended verbiage for § 68-7 Vacancies, recruitments and appointments, Section D, Number 5:

Consistent with applicable law, candidates selected for employment in designated safety-sensitive positions must shall be required to submit to and pass a substance use test for illegal and illicit drug use, misused prescription drugs and abusive consumption of alcoholic beverages, ~~and to the extent permitted by applicable law, marijuana will be included in testing~~. This testing will occur after an offer of employment has been extended but before employment commences, ~~usually on the first day of employment~~. If the selected candidate fails to pass the test or a second confirming test, if applicable, the offer of employment shall be withdrawn, and they shall be ineligible for any appointment for a period of one year.

MEMORANDUM



TO: Levy Court Commissioners
VIA: Kevin Sipple, County Administrator
FROM: Trudena Horsey, Human Resources Director
SUBJECT: Paid Family and Medical Leave Policy
DATE: July 21, 2026

Purpose: This memorandum outlines the proposed policy for Paid Family and Medical Leave (PFML) to be incorporated into Chapter 11 of the Kent County Policy Manual.

Overview: Delaware mandated a paid family leave program via legislation (known as the Healthy Delaware Families Act) in 2022. In October 2024, the Levy Court approved the purchase of a private insured benefit plan to provide coverage to eligible County employees at no cost to the employee for three years in order to evaluate the program and its impact on the organization. The State changed some of the provisions of the plan before the mandate to accept employee claims effective January 1, 2026 without notifying all employers. As Human Resources rolled out the Levy Court program, staff received additional feedback about a “topping off” option that had not been discussed with the Commissioners or formally with stakeholders (employees or the Department Heads). At the Workshop on May 19, 2026, Administration presented a memorandum that discussed potential changes to the County PFML policy. Human Resources was directed to solicit additional legal and New Castle County feedback on the PFML program.

The legal reviews concluded that the current County PFML policy complies with Delaware state law. A subsequent meeting with New Castle revealed that their Finance and Human Resources teams will no longer offer “topping off” in favor of legacy donated leave and benefit programs while still complying with Delaware requirements to offer the program to employees.

Recommendation: Amend Kent County Policy Manual, Policy 11 Family and Medical Leave, § 11-1 Family and Medical Leave, by adding a new Item I Paid Family and Medical Leave by adding the language below:

§ 11-1 Family and Medical Leave

I. Paid Family and Medical Leave

(1) Purpose.

This item establishes the policy for administration of Delaware Paid Family and Medical Leave (PFML) and the coordination of PFML benefits with County-provided leave. PFML provides eligible employees of Kent County Levy Court with partial wage replacement and job-protected leave to manage serious health conditions, care for family members, or bond with a new child, in compliance with the Delaware Healthy Delaware Families Act.

(2) General.

(a) Eligible employees may receive PFML benefits in accordance with Delaware law.

(b) PFML leave shall run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA).

(c) Nothing in this item shall be interpreted to require an employee to use accrued sick or vacation leave prior to receiving PFML benefits.

(d) The County will maintain the employee's health, dental, and life insurance benefits under the same conditions as if the employee had continued to work. Employees remain responsible for their portion of benefit premiums.

(3) Coordination of Benefits.

PFML benefits shall be coordinated in accordance with Delaware law.

(4) Relationship to Other Leave Programs.

The County's donated leave program remains a separate policy and is not affected by this item.

(5) Job Protection and Benefits Continuation

(a) Employees returning from PFML leave will be restored to the same or an equivalent position.

(b) Health benefits will continue during leave under the same terms as active employment.

(6) Intermittent Leave

PFML leave may be taken intermittently or on a reduced schedule when medically necessary and supported by appropriate documentation.

(7) Employee Responsibilities

Employees must:

- (a) Provide advance notice when leave is foreseeable
- (b) Submit required documentation or certification
- (c) Apply for PFML benefits through the designated state or approved private plan administrator
- (d) Maintain communication with their department and HR during leave

(8) Employer Responsibilities

Kent County Levy Court will:

- (a) Maintain compliance with Delaware PFML regulations
- (b) Provide required employee notices
- (c) Accurately remit contributions and maintain records
- (d) Coordinate PFML with other applicable leave policies

(9) Funding

- (a) As a covered employer with 25+ employees, Kent County Levy Court participates in the state program using an approved private plan that provides equal or greater benefits and protections.
- (b) Contributions: The program is funded via payroll contributions. The County elects to pay the full cost of the state-mandated premium rate

(10) Non-Retaliation

Kent County prohibits retaliation against any employee who requests or uses PFML benefits. Violations may result in disciplinary action

(11) Administration.

The Human Resources Director shall administer this item and may establish procedures necessary to implement its provisions and remain compliant with changes in Delaware law. Employees with questions regarding PFML should contact the Human Resources Office.

MEMORANDUM

TO: Levy Court Commissioners
VIA: Kevin Sipple, County Administrator
FROM: Trudena Horsey, Human Resources Director
SUBJECT: Personal Leave for Nonexempt Employees
DATE: July 21, 2026



This memorandum outlines options for implementation of the new personal leave policy for nonexempt employees as adopted via Ordinance LC26-02 on January 13, 2026.

The ordinance amended, with a 5-2 vote for approval, Kent County Code Chapter 68 Personnel Policy by repealing and replacing the chapter in its entirety with an effective date of July 1, 2026.

The amendment changed personal leave accrual for Levy Court nonexempt employees. Per §68-21 Sick leave (J) *Full-time nonexempt employees in the classified service are eligible to take up to three working days per calendar year of personal leave for undisclosed reasons, which shall not be charged against accrued sick leave.*

During the first half of 2026, 126 nonexempt employees used a combined total of over 1,700 hours of personal leave. These personal hours were deducted from the employees' accrued sick leave balances.

Staff has received feedback indicating that implementation of this new policy may create concerns for employees who used personal leave prior to the implementation date of July 1, 2026. Upon further review, it has been determined that the rollout of the amendment to Chapter 68 should have been communicated and coordinated more effectively. These efforts could have ensured employees were aware of the upcoming changes to make an informed decision about whether to use their available personal leave before July 1 or preserve it for use under the provisions of the new ordinance.

The question for Levy Court is how the County should implement this new benefit.

Options	Pros	Cons
Maintain current policy As of July 1, 2026, all nonexempt employees receive 3 personal days that are not charged to their sick leave accrual.	• New benefit available to all nonexempt employees following first comprehensive Chapter 68 update in almost 30 years. • No additional change to payroll or employee information systems.	• Penalizes employees who have taken personal leave in this calendar year by reducing their sick leave balance.
Reimburse sick leave for nonexempt employees who have taken personal leave since January 1, 2026.	Returns sick leave balance to level before employee elected to take personal leave.	• Significant payroll and employee information complexity (over 260 transactions needed to correct the affected balances). • Potential impact to mandatory Finance reporting on compensated assets (due in August 2026)
Implement benefit on January 1, 2027 to coincide with calendar year basis for accrual.	• Levels playing field for all nonexempt employees during this calendar year. • Provides opportunity for effective coordination and communication of the benefit and its application	• Delays adoption of new employee benefit approved by Levy Court. • Requires an ordinance to change Chapter 68 (proposed action item for July 21, 2026 Business meeting, with public hearing scheduled for August 11, 2026).

Staff Recommendation: Delay implementation of benefit until January 1, 2027 to allow time for additional Human Resources, Finance and stakeholder (Department Heads, Employee Council and employees) communication and collaboration. Draft ordinance prepared and ready for introduction during July 21, 2026 Business meeting.