



**Kent County Levy Court Business  
Meeting Notice and Agenda  
555 Bay Road , Dover, DE 19901  
Levy Court Chamber - Room 203  
Tuesday, April 14, 2026**

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**7:00 PM, BUSINESS MEETING**

**Join the Meeting:**

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 Access Code: 2342 429 6539; Password: #

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Moment of Silence for our Troops and First Responders**

**Roll Call and Determination of Quorum**

**Adoption of Agenda**

**Public Comments on Agenda Items**

- *Note: Public Comments for Public Hearing Item(s) will be during their public hearings.*

**Consent Agenda 26-06**

- *(Item(s) on the Consent Agenda are considered routine and/or non-controversial and will be acted upon by a single roll call vote of the Levy Court. There will be no separate discussion of this/these item(s) unless a Commissioner so requests, in which event the item(s) shall be removed from the Consent Agenda and considered separately under New Business.)*
  - *Approval of Levy Court Business Meeting Minutes of Tuesday, March 24, 2026*

**PRESENTATIONS:**

- 1 **Resolution 4153**, Kent Conservation District Stewardship Week 2026
- 2 Tribute Honoring Robert Scott, Recipient of the Houston Fire Company President's Award

## NO PUBLIC HEARINGS

## OLD BUSINESS

## NEW BUSINESS

### Mr. Hall:

- 1 Introduction of **Ordinance LC26-03 - Water Supply Facilities**, An Ordinance to amend Kent County Code, Vol. II, Chapter 187, Subdivision and Land Development, as amended by revising Article X – Required Improvements, § 187-53 Minimum requirements, Item C. Water supply facilities in order align the provisions of Table X-1 Water Supply Facilities with Table X-2 Sanitary Sewer Requirements and require central water service with fire protection for all major subdivisions with 11 or more lots *For Public Hearing on Tuesday, May 26, 2026 at 7PM*

### Mr. Hertz:

- 1 Recruit and Fund for Engineering Project Manager II Position
- 2 Proposed Contract User- State of Delaware, DNREC Division of Fish and Wildlife, Little Creek Wildlife Area Property, KCSDD1/ Little Creek Area
- 3 Biosolids Capacity Expansion Project – Contract 2 – Change Order #4 - M2 Construction
- 4 Award of Residential Trash Collection Services Contract FY26- FY29

## OTHER BUSINESS

- Move to go into Executive Session immediately following the Business Meeting for preliminary discussion on site acquisition for a publicly funded capital improvement; legal strategy session regarding collective bargaining or pending or potential litigation; and personnel matters pursuant to 29 Del.C. 10004(b)(2), (4), and (9)

## INFORMATION ITEMS

## PUBLIC COMMENTS

## COMMISSIONERS' COMMENTS

### EXECUTIVE SESSION, if needed

- Immediately following the Business Meeting.  
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)

## ADJOURN

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### Posting Info:

Posted: 4/7/26

Revised: \*4/7/26, 4/8/26

Posted by: L. Tanaka

Time: 5:45 PM

Take down: Upon Replacement or on 4/15/26

*\*Revised to include the Introduction of Ordinance LC26-03 to make RPC's May Schedule. \*\*Added Presentation #2.*

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.

**MINUTES OF THE KENT COUNTY LEVY COURT  
LEVY COURT BUSINESS MEETING  
KENT COUNTY ADMINISTRATIVE COMPLEX  
555 BAY ROAD, DOVER, DE  
LEVY COURT CHAMBER, ROOM 203  
TUESDAY, MARCH 24, 2026**

**Join the Meeting:**

**Call to Order 7:00 p.m.**

**Invocation - Honorable Terry L. Pepper**

**Pledge of Allegiance - Honorable Paul Hertz**

**Moment of Silence for our Troops and First Responders - Honorable Jody Sweeney**

**Roll Call and Determination of Quorum**

Honorable Terry L Pepper  
Honorable Joanne Masten  
Honorable Jeffrey W Hall  
Honorable Allan F Angel  
Honorable Robert J Scott  
Honorable George "Jody" Sweeney  
Honorable Paul Hertz

**Adoption of Agenda**

**M-26-034**

**Motion** to approve Adoption of Agenda made by Honorable Robert J Scott; seconded by Honorable Terry L Pepper; carried by vote 7 yeas.

**Public Comments on Agenda Items - None**

**Consent Agenda 26-05**

**Approval of Levy Court Business Meeting Minutes of Tuesday, March 10, 2026**

**M-26-035**

**Motion** to approve Consent Agenda 26-05 made by Honorable Robert J Scott; seconded by Honorable Terry L Pepper; carried by vote 7 yeas.

**PRESENTATIONS:**

1. **Resolution 4155** - Retirement of Diana T. Golt, County Engineer

**M-26-036**

**Motion** to approve Resolution 4155 made by Honorable Allan F Angel; seconded by Honorable Robert J Scott; carried by vote 7 yeas.

2. **Employee of the Month** for April 2026

Sharon Staats, License Specialist II, Clerk of the Peace was present this evening and recognized as the Employee of the Month for April 2026.

**PUBLIC HEARINGS**

**Mrs. Masten:**

1. Resolution 4147, A Resolution upon a proposal to extend Kent County Sewage Disposal District No. 1 pursuant to Section 4606, Chapter 46, Title 9 of the Delaware Code, as amended - Aquila Farm (Cheswold Area)

**Department:** Public Works

Sam Bautista, Director of Public Works presented Resolution 4147 to the Levy Court.

No one in the audience or online spoke in favor of or in opposition to Resolution 4147.

**M-26-037**

**Motion** to approve 1. Resolution 4147, A Resolution upon a proposal to extend Kent County Sewage Disposal District No. 1 pursuant to Section 4606, Chapter 46, Title 9 of the Delaware Code, as amended - Aquila Farm (Cheswold Area) made by Honorable Robert J Scott; seconded by Honorable Allan F Angel; carried by vote 7 yeas.

**Mr. Pepper:**

1. Ordinance LC26-05 - FY26 Budget Amendment - An Ordinance to amend Ordinance 25-11, the FY26 Annual Operating Budget of Kent County, Delaware for the fiscal year beginning July 1, 2025 to incorporate projected expenditure and revenues not included in the originally adopted budget

**Department:** Finance Department

No one in the audience or online spoke in favor of or in opposition to Ordinance LC26-05.

## **M-26-038**

**Motion** to approve 1. Ordinance LC26-05 - FY26 Budget Amendment - An Ordinance to amend Ordinance 25-11, the FY26 Annual Operating Budget of Kent County, Delaware for the fiscal year beginning July 1, 2025 to incorporate projected expenditure and revenues not included in the originally adopted budget made by Honorable Terry L Pepper; seconded by Honorable Robert J Scott; carried by vote 7 yeas.

**Mr. Scott:**

1. Resolution 4148, A Resolution establishing Carpenters Bridge Crossing Streetlight District No. 154

**Department:** Public Works

Sam Bautista, Director of Public Works presented Resolution 4148 to the Levy Court.

No one in the audience or online spoke in favor of or in opposition to Resolution 4148.

## **M-26-039**

**Motion** to approve 1. Resolution 4148, A Resolution establishing Carpenters Bridge Crossing Streetlight District No. 154 made by Honorable Robert J Scott; seconded by Honorable Allan F Angel; carried by vote 7 yeas.

## **CLOSE PUBLIC HEARINGS**

**OLD BUSINESS - None**

**NEW BUSINESS**

**Mr. Hertz:**

1. Introduction of Resolution 4149 - A Resolution to extend the Kent County Stormwater Maintenance District pursuant to Chapter 52, Title 9 of the Delaware Code and Section 90.4E(10), Chapter 187 of the Kent County Code - Satterfield for Public Hearing on April 28, 2026 at 7PM

**Department:** Administration

2. Pipeline Condition Assessments - Rescind State Funding

**Department:** Public Works

Sam Bautista, Director of Public Works presented the Pipeline Condition Assessments - Rescind State Funding to the Levy Court.

**M-26-040**

**Motion** to approve 2. Pipeline Condition Assessments - Rescind State Funding made by Honorable Paul Hertz; seconded by Honorable Robert J Scott; carried by vote 7 yeas.

**OTHER BUSINESS - None**

**INFORMATION ITEMS**

Commissioner Angel noted the Harrington EMS Station Ribbon Cutting Ceremony on March 20, 2026. He also reminded everyone of the upcoming DAC meeting at Roma's on April 16th and mentioned a fire study he helped put together as president of DAC last year will be available next week.

**PUBLIC COMMENTS - None**

**COMMISSIONERS' COMMENTS - None**

**EXECUTIVE SESSION - None**

**ADJOURN - 7:33 p.m.**

**M-26-041**

**Motion** to approve ADJOURN - 7:33 p.m. made by Honorable Terry L Pepper; seconded by Honorable Robert J Scott; carried by vote 7 yeas.

**Posting Info:**

Brenda A. Wootten  
**Certifying Officer [Name, Title]**

Brenda A. Wootten  
**Signature**



# KENT COUNTY

## LEVY COURT

### Resolution 4153 Declaring April 26 – May 3, 2026 as “RECOGNIZING NACD 2026 STEWARDSHIP WEEK” In Kent County, Delaware

- WHEREAS,** the National Association of Conservation Districts has designated April 26 through May 3, 2026, as Stewardship Week, encouraging communities nationwide to celebrate and protect natural resources; and
- WHEREAS,** the 2026 theme, “*Soil. Where It All Begins.*”, highlights soil as the foundation for healthy food, clean water, thriving habitats, and resilient communities; and
- WHEREAS,** healthy soil stores water, cycles nutrients, supports billions of living organisms, and strengthens both rural and urban landscapes essential to Kent County’s environmental and community well-being; and
- WHEREAS,** conservation districts — including the Kent Conservation District — provide education, technical assistance, and community partnerships that promote soil health and inspire stewardship across all ages;

**NOW, THEREFORE, BE IT RESOLVED** that the Kent County Levy Court hereby recognizes April 26 – May 3, 2026, as Stewardship Week in Kent County and encourages residents, schools, and community organizations to participate in activities that promote soil health and conservation awareness; and

**BE IT FURTHER RESOLVED** that this resolution be incorporated into the official minutes of the April 14, 2026 meeting of the Kent County Levy Court.

*Joanne Masten*  
Joanne Masten, President

*Robert J. Scott*  
Robert J. Scott, Vice President

*Allan F. Angel*  
Allan F. Angel, Commissioner

*Jeff Hall*  
Jeffrey W. Hall, Commissioner

*Paul Hertz*  
Paul Hertz, Commissioner

*Terry L. Pepper*  
Terry L. Pepper, Commissioner

*George "Jody" Sweeney*  
George "Jody" Sweeney, Commissioner



# KENT COUNTY

## LEVY COURT

### Tribute Honoring Robert Scott Recipient of the Houston Fire Company President's Award

Robert Scott has devoted decades of distinguished service to the residents of Kent County through his long and active involvement with the Houston Fire Company. Over the years, he has held numerous leadership positions, including Fire Chief, President, Deputy Chief, Vice President, EMS Chairman, and other essential operational and administrative roles that have strengthened emergency response capabilities and supported the safety of the Houston community.

Throughout his tenure, Mr. Scott has earned the respect of his peers for his reliability, leadership, and unwavering commitment to volunteer service. His steady presence, technical knowledge, and dedication to the mission of the fire service have made him a trusted and valued member of the organization.

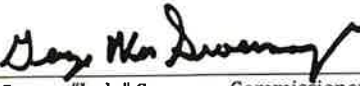
In recognition of his exceptional contributions, Mr. Scott was honored with the President's Award by the Houston Fire Company. This distinction is traditionally presented to a member whose dedication, support, and service have significantly advanced the mission and effectiveness of the organization. His receipt of this award reflects the high regard in which he is held and the meaningful impact of his work.

The Kent County Levy Court extends its sincere congratulations to Robert Scott on this well-deserved honor and expresses its deep appreciation for his many years of exemplary service, leadership, and commitment to the safety and wellbeing of our community.

  
Joanne Masten, President

  
Terry L. Pepper, Commissioner

  
Allan F. Angel, Commissioner

  
George "Jody" Sweeney, Commissioner

  
Jeffrey W. Hall, Commissioner

  
Paul Hertz, Commissioner

INTRODUCED BY: Jeffrey W. Hall  
DATE INTRODUCED: April 14, 2026  
PUBLIC HEARING DATE: May 26, 2026  
PUBLIC HEARING TIME: 7:00 p.m.  
ADOPTION DATE: \_\_\_\_\_  
EFFECTIVE DATE: Upon Adoption

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**Ordinance LC26-03  
Water Supply Facilities**

An Ordinance to amend Kent County Code, Vol. II, Chapter 187, Subdivision and Land Development, as amended by revising Article X – Required Improvements, § 187-53 Minimum requirements, Item C. Water supply facilities in order align the provisions of Table X-1 Water Supply Facilities with Table X-2 Sanitary Sewer Requirements and require central water service with fire protection for all major subdivisions with 11 or more lots.

**THE LEVY COURT OF KENT COUNTY, DELAWARE, HEREBY ORDAINS:**

**Section 1.** That the Kent County Code, Vol. II, Chapter 187, Subdivision and Land Development, as amended by revising Article X – Required Improvements, § 187-53 Minimum requirements, Item C. Water supply facilities is hereby amended by deleting the bracketed language shown with strike through marks and adding the following underlined language:

C Water supply facilities.

- (1) Subdivisions requiring a public water supply under the rules and regulations of the State Department of Natural Resources and Environmental Control (DNREC), the Office of the State Fire Marshal, the Department of Health and Social Services (DHSS), or the County as enumerated in Table X-1 below shall be provided with a community water supply and distribution system. The source of supply may be municipal or private.
- (2) The supply, treatment, and distribution system for the subdivision shall meet the standards of the utility and the applicable standards of the respective state agencies having jurisdiction.
- (3) Individual on-site wells must be permitted and installed in accordance with DNREC requirements. All public wells located in a development [~~should~~]-shall be at least 150 feet away from the outside boundary of the subdivision.
- (4) Water supply facilities for both minor and major subdivisions shall be required according to Table X-1 below.

**TABLE X-1**

**Water Supply Facilities**

|                         |                            |                                    |                             |                               |
|-------------------------|----------------------------|------------------------------------|-----------------------------|-------------------------------|
| Location of Subdivision | 1 to 10 lots <u>or DUs</u> | 11 to <u>25</u> lots <u>or DUs</u> | <u>26 to 50 lots or DUs</u> | 51 or more lots <u>or DUs</u> |
|-------------------------|----------------------------|------------------------------------|-----------------------------|-------------------------------|

|                                                                                                                                           |                                                                                                  |                                                                                                                       |                                                                                                                       |                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Inside of growth zone                                                                                                                     | On-site well until central water is available                                                    | Central water system with fire protection                                                                             | <a href="#">Central water system with fire protection</a>                                                             | Central water system with fire protection                                                                             |
| Outside of growth zone                                                                                                                    | On-site well permitted; <a href="#">1 DU per 1 acre; minimum lot size of 1 acre.<sup>1</sup></a> | Central water system with fire protection; <a href="#">1 DU per 2 acres; minimum lot size of 2 acres.<sup>1</sup></a> | <a href="#">Central water system with fire protection; 1 DU per 3 acres; minimum lot size of 3 acres.<sup>1</sup></a> | Central water system with fire protection; <a href="#">1 DU per 4 acres; minimum lot size of 4 acres.<sup>1</sup></a> |
| <del>[Outside of growth zone and low density]</del>                                                                                       | <del>[On-site well; 1 DU per 1 acre with a +/- 25% variation in lot size]</del>                  | <del>[On-site wells; 1 DU per 2 acres with a +/- 25% variation in lot size]</del>                                     |                                                                                                                       | <del>[On-site wells; 1 DU per 4 acres with a +/- 25% variation in lot size]</del>                                     |
| Notes:                                                                                                                                    |                                                                                                  |                                                                                                                       |                                                                                                                       |                                                                                                                       |
| DU=Dwelling Unit                                                                                                                          |                                                                                                  |                                                                                                                       |                                                                                                                       |                                                                                                                       |
| <a href="#"><sup>1</sup>Minimum lot size may be reduced to 1/2 acre as part of a cluster subdivision with the approval of Levy Court.</a> |                                                                                                  |                                                                                                                       |                                                                                                                       |                                                                                                                       |

### Section 3. Severability.

The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of Delaware by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

### Section 4. Effective Date.

This Ordinance shall be effective upon the date of adoption. Valid applications for which a pre-application meeting has been conducted and formal preliminary plan submission has been paid for and accepted by the Department of Planning Services prior to the effective date shall be exempt from this ordinance.

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ADOPTED BY THE LEVY COURT OF KENT COUNTY,  
DELAWARE

\_\_\_\_\_  
President, Kent County Levy Court

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_  
Clerk of the Peace

**Synopsis:** This ordinance aligns the provisions of Table X-1 Water Supply Facilities with Table X-2 Sanitary Sewer Requirements and requires central water service with fire protection for all major subdivisions with 11 or more lots.



## *Kent County Department of Public Works*

### MEMORANDUM

**DATE:** April 14, 2026  
**TO:** Kent County Levy Court Commissioners  
**VIA:** Kevin Sipple, County Administrator  
**FROM:** Sam Bautista, P.E., Public Works Director   
**RE:** Recruit and Fund for Engineering Project Manager II Position

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The County Engineer recently announced their retirement and started terminal leave on April 1, 2026, with a separation date of May 31, 2026. The Assistant Public Works Director has assumed the County Engineer position on an acting basis, transitioning to permanent effective June 1, 2026. Since the County Engineer's responsibilities will be permanently transferred to the Assistant Public Works Director, staff recommends opening recruitment to fill the vacant position. In the past, the Engineering Division recruited for an Engineering Project Manager III; however, lack of qualified candidates resulted in closing and defunding the position. Staff recommends opening recruitment for an Engineering Project Manager (EPM) II after Levy Court approval. This would allow for future growth and succession planning of the EPM series. In addition, there is a larger candidate pool for this position.

Recruitment for this EPM II position would start mid-April 2026 and candidate interviews by May 2026. Currently, the EPM II is not funded for the remainder of Fiscal Year 2026. However, there is funding in the Public Works Department salary budget line to cover the FY26 personnel costs of this position. The position is funded after FY27.

The Department recommends the following motions:

1. **"Authorize the Human Resources Office to start recruitment for the Engineering Project Manager II position."**
2. **"Approve utilizing Public Works Department salary budget line to cover the FY 2026 personnel cost of the Engineering Project Manager II position."**

Reviewed and Concurred:



Susan Durham, CPA, Finance Director



## *Kent County Department of Public Works*

### MEMORANDUM

**DATE:** April 14, 2026  
**TO:** Kent County Levy Court Commissioners  
**VIA:** Kevin Sipple, County Administrator  
**FROM:** Sam Bautista, P.E., Public Works Director  
**RE:** Proposed Contract User– State of Delaware, DNREC Division of Fish & Wildlife, Little Creek Wildlife Area Property, KCSD1/Little Creek Area

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The Engineering Division received a request for County sanitary sewer service from the State of Delaware DNREC Division of Fish and Wildlife for their property identified as Parcel No. ED-00-079.00-01-03.00-000, address 3018 Bayside Drive. It is located south of the Town of Little Creek and on the east side of Bayside Drive. see attached map. The proposal is for institutional and governmental uses.

Based on the Technical Feasibility Study (TFS), dated May 27, 2025, the proposed sanitary sewer will require gravity mains, grinder pump stations, and small diameter force-mains connecting to the existing gravity main at the closest manhole in the Little Creek Area. The sewer use for existing and proposed improvements on the property is estimated to be 15 equivalent dwelling units (EDUs). The existing downstream Pump Station No. 29 A (PS 29A) will need improvements to pumps & controls at the State's expense as Aid-In-Construction fees. The flows from the Kent County Little Creek Area discharge to the City of Dover sewer system at their Lafferty Lane Area. The City of Dover has indicated that the proposed additional flows will have a minimal impact on their sewer systems. The applicant has accepted these TFS requirements and findings.

The State/DNREC is also responsible for the design, permitting, and construction of this Project. Additionally, they are responsible for the payment of the commercial sewer permit fee, both Kent County impact fees per EDU, and the City of Dover impact fee per EDU for the proposal. All on-site sewer systems will be the responsibility of the State, and the off-site sewer systems will be the responsibility of Kent County.

Based on the above information, staff recommend approval of the Contract User Agreement with The State of Delaware, DNREC Division of Fish and Wildlife. See attached contract user agreement. The proposal was presented to the SAB at their regularly scheduled meeting on Wednesday, July 2, 2025.

The department recommends the following motions:

1. **"Move to approve the Contract User Agreement with State of Delaware, DNREC Division of Fish & Wildlife for the County to provide sewer services to the Delaware Bayshore Byway Little Creek Land Development Property."**
2. **"Authorize the President of Levy Court to execute the Contract User Agreement."**

Reviewed and Concurred:  Susan Durham, CPA, Finance Director  
Attachments: Map, Contract User Agreement



**CONTRACT USER AGREEMENT FOR SERVICES**

**between**

**STATE OF DELAWARE – DNREC DIVISION OF FISH AND WILDLIFE**

**and**

**KENT COUNTY LEVY COURT**

**for and on behalf of**

**KENT COUNTY SEWAGE DISPOSAL DISTRICT NO. 1**

**In Connection With**

**THE TRANSMISSION AND TREATMENT OF SEWAGE DISCHARGE FROM**

**THE DELAWARE BAYSHORE BYWAY**

**LITTLE CREEK LAND DEVELOPMENT**

**IN DOVER, DELAWARE**

This Agreement for Services is made and entered into this 31<sup>st</sup> day of March 2026, by and between Kent County Levy Court, the governing body of Kent County, Delaware (hereinafter referred to as “Owner”), on behalf of Kent County Sewage Disposal District No. 1, and State of Delaware – DNREC Division of Fish and Wildlife and any legal extensions thereof (hereinafter referred to as “Contract User”).

**WHEREAS:**

The Contract User (State of Delaware – DNREC Division of Fish and Wildlife) owns and operates existing facilities located on parcel ED-00-079.00-01-03.00-000, with plans to construct additional buildings for the same or similar use by the Division. The Contract User intends to connect existing and future buildings to the Owner’s sewer system. The Contract User shall abandon the onsite treatment and disposal systems in accordance with DNREC requirements at the time of connection and is responsible for all associated costs.

**WITNESSETH:**

For and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE I – TERM OF AGREEMENT**

- A. The term of this Agreement shall be ten (10) years, commencing upon the date of this agreement, and terminating ten (10) years thereafter. If at the expiration of the term of this Agreement, Contract User shall not be in default upon any of the material terms or conditions of this Agreement, then Contract User shall have an option to renew this Agreement for an additional term of ten (10) years.
- B. The Contract User must notify the Owner in writing, via certified mail, no later than ninety (90) days prior to this Agreement's expiration, to indicate the Contract User's intentions to either renew or terminate this Agreement. If the Contract User does not indicate their intention in writing to the Owner, as described above, then this Agreement shall be automatically renewed on a year-to-year basis. The Owner reserves the right to modify the contract at any time during the term of the Agreement or any extension of the Agreement upon 30 days notification.

**ARTICLE II – DEFINITION OF TERMS**

The following terms, as used herein, shall have the following meanings, unless the context clearly requires otherwise:

- A. "Collection Line" shall mean the Contract User's pipeline or pipelines used to convey Contract User's sewage from it's facilities to the Contract User's Conveyance System(s) or Owner's Infrastructure.
- B. "Conveyance System" shall mean pump system(s) and/or pipelines used to convey Contract User's sewage from their pumping station(s) to the Owner's Infrastructure.
- C. "Biological Treatment" shall mean the handling of constituents in sewage by means of biological processes performed within the Kent County Wastewater Treatment Facility.
- D. "Infrastructure" shall mean the infrastructure of the Owner's sewer systems, including but not limited to, the sewer, transmission line, the main transmission force main, pump stations, main sewers, branch sewers, laterals, and all their components. The core infrastructure includes the main transmission force main, the pump stations and the main sewer.
- E. "Offsite" shall mean any improvements located off the Contract Users property.
- F. "Sewage" shall mean a combination of the water-carried waste from residences, businesses, institutions, industrial establishments, or other structures, buildings, or improvements, together with such ground, surface, and storm water as may be present.
- G. "Sewer" shall mean a pipe or conduit which carries sewage.

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- H. "Transmission Line" shall mean Owner's pipeline used to convey sewage to the Kent County Wastewater Treatment Facility.
- I. "System" shall include all Sewer, Collection System, Conveyance System and/or Transmission Lines.
- J. "Sanitary Code" shall refer to the Kent County Code, Chapter 128 Fees and Chapter 180, Sanitary Standards, adopted in April of 1976, as amended, which Sanitary Code is hereby incorporated herein by this reference.
- K. All other terms or technical expressions shall have the meaning or meanings prescribed by the Sanitary Code for Kent County, Delaware, adopted in April of 1976, as amended, which Sanitary Code is hereby incorporated herein by this reference.

### **ARTICLE III – SERVICES TO BE RENDERED**

- A. The services to be rendered to Contract User by Owner shall be sufficient to carry out and perform the functions contemplated by terms of this Agreement, including but not limited to the following:
  - 1. Transmission of Sewage: The transmission of all Sewage will include pumping and piping necessary to transmit Sewage from Owner's main conveyance system and pumping stations to the Kent County Wastewater Treatment Facility ("KCWWTF"). This obligation extends only to construction and operation of Transmission Lines and does not include the construction and operation of Collection Lines and Conveyance Systems which feed Sewage into the Infrastructure.
  - 2. Treatment of Sewage: Upon transmission of Contract User's Sewage through Owner's main conveyance system and pumping stations to the Kent County Wastewater Treatment Facility, Owner agrees to treat Contract User's Sewage.
- B. In the event that Owner's inability to transmit and/or treat such Sewage is due to: i) a cause or fault directly or indirectly attributable to Contract User; ii) due to a significant change in the characteristics of Sewage produced and/or delivered by Contract User; iii) the event such Sewage is not amenable to Biological Treatment due to a cause or fault directly or indirectly attributable to Contract User; iv) due to a rain or groundwater infiltration event in the Transmission Line resulting in an overflow at the KCWWTF or any of the Owner's pumping stations; or v) Contract User's sewage or any discharge causes damage to the Infrastructure or creates a nuisance, then Owner shall notify Contract User in writing of Owner's inability to transmit and/or treat such Sewage or the resulting overflow, damage to Infrastructure or nuisance, and Contract User shall assume full responsibility for any and all costs or expenditures required to transmit and/or treat such Sewage, mitigate and correct the rain or groundwater infiltration, or repair any damage to the Infrastructure or mitigate any nuisance, including but not limited to any and all operation, maintenance, engineering, and legal expenses or other financial liability.
  - 1. Notification and Cure: Within thirty (30) days of Contract User's receipt of written notice from Owner that Owner is unable to transmit and/or treat such Sewage or an overflow due to a rain or groundwater infiltration event has occurred or damage to the Infrastructure or nuisance, Contract User shall take all appropriate remedial action to render such Sewage capable of transmission and/or treatment by Owner, mitigate and correct the rain

or groundwater infiltration, repair damage to the Infrastructure or mitigate any nuisance or, alternatively, Contract User shall submit to Owner a written plan for appropriate remedial action to render such Sewage capable of transmission and/or treatment by Owner or mitigate and correct rain or groundwater infiltration, damage to the Infrastructure or nuisance in manner and upon such other terms as may be acceptable to Owner.

2. Payment by User: Upon Contract User's failure to take appropriate remedial action or failure to submit to Owner a written plan for appropriate remedial action, as aforesaid, Owner may (1) advance all costs and expenditures required to transmit and/or treat such Sewage and invoice Contract User for same, in which event Contract User shall reimburse Owner for all such costs and expenditures within sixty (60) days of the receipt of any invoice for same, or (2) terminate this Agreement upon thirty (30) days written notice. In any and all events, Owner agrees to look toward and ultimately hold accountable the Contract User and any user, contributor, or other party responsible for any Sewage which cannot be transmitted and/or treated as contemplated by Article III(A) above.
- C. Contract User is to construct, maintain and operate Collection Lines and Conveyance System(s) in accordance to and in compliance with all applicable Federal, State and Municipal statutes, ordinances and regulations. Contract User shall maintain and operate Collection Lines so as to avoid and mitigate any rainwater or groundwater infiltration into the Transmission Line which may cause overflows at the KCWWTF or any of the Owner's pumping stations. Contract User shall further maintain the Collection Lines so as to prevent any discharge which causes or contributes to any damage or impairment to the infrastructure or creates a nuisance.

#### **ARTICLE IV – DESCRIPTION OF FACILITIES**

- A. Owner shall provide and maintain facilities sufficient to carry out and perform the services required by Article III above, including but not limited to pumping facilities for all Transmission Lines and all other requisite transmission and treatment facilities.
- B. The Contract User shall be responsible for the costs associated with connecting to the Owner's collection and transmission system including but not limited to the following: design, permitting, construction, construction management, restoration, sewer impact fees, offsite improvement costs and abandonment of existing facilities.
- C. The Contract User shall be responsible for the operation and maintenance of the Conveyance System and Collection Lines situated in or on the Contract User's Property or Service Area.
- D. The Owner shall be responsible for the operation and maintenance of the Contract User's "offsite" portion of the Conveyance System from the Contract User's property to the Owner's Collection and Transmission System. Said responsibility starting where the "offsite" portion enters the DELDOT right of way of the Bayside Drive.
- E. The Owner may provide emergency repairs or replacement of conveyance system equipment upon request of the Contract User, up to \$1,000.00 at the Contract User's expense. The Owner will provide a cost estimate and obtain permission first from the Contract User to perform work in excess of \$1000.00. The indicated \$1,000.00 limit is for each repair or replacement activity.

- F. The Contract User shall be billed directly by the Owner for all replacements and repairs. Payment of such bills by the Contract User shall be due within thirty (30) days of presentation of bill by the Owner.

#### **ARTICLE V – CHARACTERISTICS & QUANTITY OF CONTRACT USERS SEWAGE**

Owner's obligation to transmit and treat Contract User's Sewage, as required hereunder, is and shall be subject to the following conditions:

##### **A. Quality of Sewage**

1. Contract User's Sewage may be either raw or treated sewage but will not be acceptable if: (1) it does not comply with the Sanitary Code for Kent County, Delaware, adopted in April of 1976, as amended; (2) if, upon the addition of said Sewage to the sewage flow entering the Kent County Wastewater Treatment Facility, the resulting sewage flow is not amenable to Biological Treatment; (3) if upon a rain or groundwater infiltration event the sewage flow results in an overflow at the KCWWTF or any of the Owner's pumping stations; or (4) causes or contributes to any damage or impairment to the Infrastructure or creates a nuisance. In this regard, Contract User agrees to abide by all rules, regulations, and standards set forth in the Sanitary Code for Kent County, Delaware, adopted in April of 1976, as amended, including but not limited to rules, regulations, orders, decrees, ordinances and standards concerning the KCWWTF and the Infrastructure.

#### **ARTICLE VI – PAYMENT FOR SERVICES**

##### **A. Manner of Payment**

1. Payment for any and all transmission and/or treatment services rendered by Owner hereunder shall be made in quarterly installments, unless stated differently below, and delivered to the Kent County Treasurer, based upon invoices generated on or before the 15th day of the following month. Payment upon any invoice so generated shall be due within twenty (20) days of the date of the invoice. Upon Contract User's failure to pay any invoice so generated, the outstanding balance due upon such invoice shall accrue a financing charge in the amount of one and one-half percent (1.5%) per month.
2. All monies received from the Contract User by the Kent County Treasurer shall be deposited into Owner's Sewer Fund Operating Account. It shall be deemed a violation of this Agreement for Owner to cause or permit any such monies received from Contract User pursuant to this Agreement to be mingled with any of the Owner's general revenue sources (including but not limited to real property tax revenues) or withdrawn from Owner's Sewer Fund Operating Account and expended for any purpose not a necessary and integral function of the operation of Kent County Sewage Disposal District No. 1.

##### **B. District Quarterly Sewer Rates**

1. Contract User agrees to pay Owner for all of Contract User's sewage transmitted and treated by Owner at the current District Sewer Rates for the "Little Creek Area" based on

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5 of 10

the Annual Sewer Fund Budget adopted by Owner. The Contract User's billing units will be assessed by the Owner in accordance with the Kent County Code Chapter 128 at the time of connection or building permit application. This assessment shall establish the Equivalent Dwelling Units (EDU) to be identified as the quarterly annual billing units for the Contract User for sewage to be transmitted and treated by Owner. Owner shall then adopt the uniform operation and maintenance rate and include any associated debt service in the form of a Resolution at the same time as Owner's Annual Sewer Fund Budget. Capital expenses associated with Owner's operation and maintenance of the Owner's Transmission System and treatment facilities shall be a part of the annual Sewer Fund Capital Budget adopted by Owner and shall be incorporated into the District Sewer Rate.

#### **ARTICLE VII – MEASUREMENT OF CONTRACT USER'S SEWAGE FLOW (NOT USED)**

#### **ARTICLE VIII – AUDIT**

- A. Financial information concerning Contract User revenue and Kent County Sanitary District revenue shall be recorded in separate accounts within the Sewer Fund Operating Account. An audit of the financial position of the Sewer Fund Operating Account shall be conducted annually, and shall be performed in conjunction with according to the same procedures as the annual audit of the financial records of Kent County.

#### **ARTICLE IX – TERMINATION OF SERVICES**

- A. Except as otherwise provided herein, either party may terminate this Agreement upon twenty-four (24) months written notice to the other party; provided that notwithstanding any such notice of termination, Contract User agrees to pay Owner for any and all transmissions and/or treatment services rendered by Owner hereunder; and further provided that, notwithstanding any such notice of termination, Contract User shall reimburse Owner for Contract User's pro-rata share of capital debt charges incurred by Owner (less depreciation) for any capital project which, during the term of this Agreement, was undertaken by Owner for the specific benefit of Contract User. In the latter event, Contract User shall reimburse Owner by making pro-rata payments in accordance with the debt service schedule originally contemplated by the parties at the time such capital debt charges were incurred by the Owner.

#### **ARTICLE X - RIGHT-OF-WAYS**

- A. Contract User agrees to grant, make reasonable efforts to secure, obtain, and transfer to Owner any and all right-of ways, easements, or other covenants concerning real property within its control or jurisdiction which may be necessary or required by Owner for the construction, improvements, expansion, operation, maintenance, inspection or repair of Transmission System / Pumping Stations.
- B. The Contract User agrees that said necessary Right of Ways on land owned by the Contract User be conveyed to the Owner at no cost.
- C. Contract User shall permit and grant access to the Owner to conduct inspections, perform sampling and make necessary repairs regarding the operation and maintenance of the Collection Lines, Conveyance Systems and related Infrastructure. Owner to provide advance written notice to the Contract User.

#### **ARTICLE XI – DISPUTES**

- A. Any controversy or claim arising out of or related to this Agreement, or any breach hereof, shall be settled by litigation filed in a Delaware court sitting in Kent County. In any such controversy or claim, each party shall bear its own costs and neither party shall be responsible for payment of the other's legal, technical, or other costs of arbitration or litigation.

#### **ARTICLE XII - SANITARY CODE OF KENT COUNTY**

- A. In the event of direct conflict between the terms of the Agreement and the provisions of the "Sanitary Code" Kent County Code, Chapters 128 & 180, originally adopted in April of 1976, as amended, the terms of this Agreement shall control and be determinative.
- B. In all other events and respects, including but not limited to any ambiguity in the terms of this Agreement or any failure of this Agreement to make provision for any fact or circumstance, the provisions of the Kent County Code, Chapter 180, originally adopted in April of 1976, as amended, shall control. To this end, the provisions of the Kent County Code, Chapters 128 & 180, originally adopted in April of 1976, as amended, are hereby incorporated herein by this reference.

#### **ARTICLE XIII - INTENDED LEGAL EFFECT**

- A. Owner and Contract User agree it is the intent of both parties, and a condition to the formation of this Agreement, that any future owners of the Contract User's Collection System serviced in the accord with this Agreement be legally bound in accord with the terms hereof. For that reason, Contract User understands that recordation of this Agreement may be deemed necessary by Owner, and consents thereto, for the purpose of providing notice to future owners of the conditions and obligations set forth in this Agreement.
- B. Should Contract User plan to sell the aforesaid properties or sell any portion of the internal Collection Lines and Conveyance System, the terms of this Agreement shall be disclosed to the proposed buyer(s). The Contract User agrees it will not sell the aforesaid properties, in whole or in part, or sell any portion of the internal Collection and Conveyance System, without giving sixty (60) days written notice to Owner of the sale. Failure of Contract User to give such notices may be viewed by Owner as a material breach of this contract, permitting Owner to refuse to provide the services or other value provided in the Agreement.
- C. This agreement is with the Contract User, State of Delaware – DNREC Division of Fish and Wildlife, to provide sewer service to government agency facilities; transfer of ownership of said property, the internal Collection Lines and Conveyance System, or the sewer service territory, and/or change of use without proper notice as identified herein and approval from the Owner shall deem this agreement invalid, permitting Owner to refuse to provide services in the Agreement.
- D. The Contract User shall not extend its collection system beyond the parcel boundaries to provide sewer service to additional properties, areas not included in the application for a Contract User or other entities without approval from the Owner and a formal amendment to the Agreement.

**ARTICLE XIV – MAIN SYSTEM CAPITAL IMPROVEMENT FEES AND SANITARY  
SEWER DISTRICT EXPANSION FEES**

- A. Contract User shall be subject to payment of Main System Capital Improvement Fees in accordance with Kent County Code Chapter 128, Fees, Article IV for all equivalent dwelling units within the Contract User's property.
- B. Contract User shall be subject to Sanitary Sewer District Expansion Fees in accordance with Kent County Code Chapter 128, Fees, Article IV for all equivalent dwelling units within the Contract User's property.
- C. Contract User shall be subject to the City of Dover Sewer Impact Fees for all equivalent dwelling units within the Contract User's Property.

**ARTICLE XV – MISCELLANEOUS**

- A. This Agreement supersedes any and all previous agreements and understandings, written or oral, between the parties hereto concerning the subject matter hereof.
- B. The Contract User shall not provide sewer service or permit connection to the Contract Users "System" by any other property or entity other than the Owner.
- C. The Contract User is required to obtain sewer connection plan approvals, building, and sewer permits for improvements and connections to the sewer system as required by Kent County and pay all fees associated with said permits. These fees are to include but are not limited to Main System Capital Improvement Fees, District Expansion Fees, permit fees, Aid in Construction Fees (if applicable), appropriate fees listed in the Kent County Department of Public Works current Fee Schedule, etc. These fees shall be required for the initial connection of existing facilities to the County sewer system and prior to the connection of any additional existing or proposed structures/facilities.
- D. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, and the parties acknowledge and agree that there is no other agreement or understanding, written or oral, between the parties hereto concerning the subject matter hereof.
- E. No change, modification, revision, or amendment to this Agreement shall be made or enforceable unless such change, modification, revision, or amendment is reduced to writing and duly executed by both parties hereto.
- F. If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- G. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

The Delaware Bayshore Byway Little Creek Land Development - Contract User Agreement

- H. Any notice required to be delivered to or by either party under this Agreement shall be sent via certified mail, return receipt requested. For purposes of this provision, Owner's address shall be Kent County Administrative Complex, 555 Bay Road, Dover, Delaware 19901, and Contract User's address shall be as set forth herein below.

Initials

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Initials

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

OWNER: **KENT COUNTY LEVY COURT**

BY: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: President-Kent County Levy Court

Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Signature)

Address For Notices:  
Kent County Department of Public Works  
555 Bay Road, Dover, DE 19901  
Phone (302) 744-2430

CONTRACT USER:("NAME")

BY: Eric D. Dawson  
(Signature)

Name: Eric Dawson  
(Print)

Title: Chief Operating Officer

Date: March 31, 2026

Witness: [Signature]  
(Signature)

Address For Notices:  
Division of Fish and Wildlife  
89 Kings Highway, Dover, DE 19901  
Address, City, State, Zip  
302-739-9911  
Phone

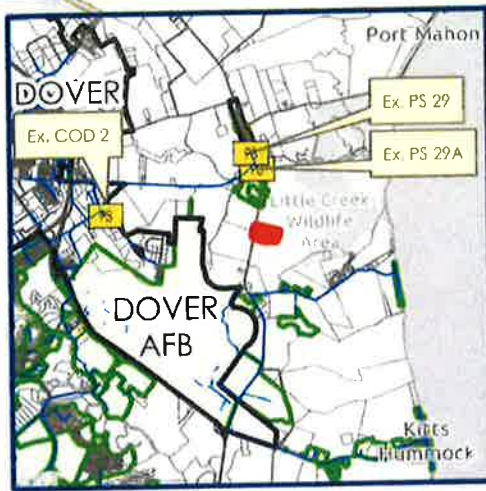
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# Kent County Sewage Disposal District No. 1

## Proposed Contract User

### Little Creek Wildlife Area



2-00-07900-01-0300  
LITTLE CREEK WILDLIFE AREA  
LANDS OF THE STATE OF DELAWARE

Bayside Dr

Prop. 2" FM  
Approx. 2,500 LF

Prop. Lift Station

Prop. 1.5" FM  
Approx. 1,100 LF

Access Road

Prop. 6" GSP

Prop. Lift Station

Prop. 6" GSP



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*Kent County*  
*Department of Public Works*

**MEMORANDUM**

**DATE:** April 14, 2026  
**TO:** Kent County Commissioners  
**VIA:** Kevin Sipple, County Administrator  
**FROM:** Sam Bautista P.E, Public Works Director   
**RE:** BIOSOLIDS CAPACITY EXPANSION PROJECT CONTRACT 2 - M2  
CONSTRUCTION - CHANGE ORDER #4

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**Synopsis:** Request approval of Change Order #4 for the Biosolids Capacity Expansion -Contract 2 Dryer Building. This change order includes the following: 1. Additional costs for storm drainage, piping and grading, roof drain piping and associated restoration costs, and 2. Masonry deduct for change in materials, for a net increase of \$63,232.40.

M2 Construction is nearing completion of the foundation work, and all the pre-engineered metal building materials are onsite. Below is list of the previous change orders and brief descriptions and the Change Order #4 being recommended for approval:

Change Order #1 - No cost change order for a time extension of 63 days, associated with delays in review and approval of the Pre-engineered metal building and foundation design coordination. Approved September 2, 2025.

Change Order #2 - Cost increase of \$3,893.90 change order and time extension of 21 days. This change order included a credit for alternate door materials, an additional cost for curbing for a roof ventilation fan, and additional helical piles for the foundation. Approved January 28, 2026.

Change Order #3 – No Cost change order for a time extension of 65 days. This extension includes time for inclement weather due to the snow and freezing temperatures, additional storm drainage work and time to merge the schedules of Contract 2 and 3 to evaluate value engineering alternatives. Approved March 18, 2026.

**Change Order #4** - The requested change order is in the amount of \$57,517.04 for a new storm drainage system and change in masonry construction materials.

- During the bidding and permitting process, the new dryer building location shifted away from the existing truck scale road creating a lawn area. RKK and staff worked together to design a storm drain system and swale to collect the roof runoff from the new building and direct it to the existing storm water management facility on the south side of the new dryer building. The

contractor M2 has provided a cost of \$120,817.04 for this work. Time for this work was included in Change Order #3.

- Staff requested a credit proposal to switch from exterior walls of the control and electrical building from brick and cement block walls to colored split face architectural block like the adjacent maintenance garage exterior. M2 provided a deduct price of \$63,300.00 for this change.

There are sufficient funds in the project budget available for this additional cost of \$57,517.04. The attached table shows the breakout of the change orders to date and contractor's proposals for each item.

The Department of Public Works suggests the following motions:

**“Move to authorize Levy Court to approve Change Order No. 4 for the Biosolids Capacity Expansion Project Contract 2 with M2 Construction in the amount of \$57,517.04 and authorize the President of Levy Court to sign the change order documents.**

Reviewed and concurred:



---

Susan Durham, Finance Director

**CHANGE ORDER NO.: 04**

Owner: Kent County Levy Court  
 Engineer: RK&K  
 Contractor: M2 Construction LLC  
 Project: Kent County RRF Biosolids Capacity Expansion  
 Contract Name: Contract 2  
 Date Issued:

Owner's Project No.: 50.1890987-A  
 Engineer's Project No.: 19129  
 Contractor's Project No.: 25913

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

**Description:**

This Change Order includes RFC 002 and RFC 006 for a net increase in the amount of \$57,517.04.

**Attachments:**

RFC 002 New Storm Drainage System increase \$120,817.04 and RFC 006 Masonry Deduct -\$63,300 for a net total of \$57,517.04. Additional days for RFC 002 were included in CO 03.

| Change in Contract Price                                                        |  | Change in Contract Times                                                     |                   |
|---------------------------------------------------------------------------------|--|------------------------------------------------------------------------------|-------------------|
| Original Contract Price:                                                        |  | Original Contract Times:                                                     |                   |
| \$ 4,946,686.00                                                                 |  | Substantial Completion:                                                      | October 15, 2025  |
|                                                                                 |  | Ready for final payment:                                                     | November 15, 2025 |
| <b>Increase</b> from previously approved Change Orders No. 1 to No. <u>03</u> : |  | <b>Increase</b> from previously approved Change Orders No.1 to No. <u>03</u> |                   |
| \$ 3,893.90                                                                     |  | Substantial Completion:                                                      | 63 days           |
|                                                                                 |  | Ready for final payment:                                                     | 63 days           |
| Contract Price prior to this Change Order:                                      |  | Contract Times prior to this Change Order:                                   |                   |
| \$ 4,950,579.90                                                                 |  | Substantial Completion:                                                      | May 2, 2026       |
|                                                                                 |  | Ready for final payment:                                                     | June 1, 2026      |
| <b>Increase</b> this Change Order:                                              |  | No change from this Change Order:                                            |                   |
| \$ 57,517.04                                                                    |  | Substantial Completion:                                                      | 0 days            |
|                                                                                 |  | Ready for final payment:                                                     | 0 days            |
| Contract Price incorporating this Change Order:                                 |  | Contract Times with all approved Change Orders:                              |                   |
| \$ 5,008,096.94                                                                 |  | Substantial Completion:                                                      | May 2, 2026       |
|                                                                                 |  | Ready for final payment:                                                     | June 1, 2026      |

**Recommended by Engineer**

By: Maia L. Tatinclaux  
 Title: Maia L. Tatinclaux, P.E., Project Delivery Leader

Date: April 9, 2026

Authorized by Owner

By: \_\_\_\_\_  
 Title: Joanne Masten, President

Date: \_\_\_\_\_

**Accepted by Contractor**

Bob Wilhelm  
 Bob Wilhelm, Project Manager

04/10/2026

Approved by Funding Agency (if applicable)

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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3401 Marietta Avenue  
Lancaster, PA 17601



717-305-8801 PH  
717-823-6979 FX

www.m2constructionllc.com

|                 |                     |
|-----------------|---------------------|
| PROJECT NAME:   | Kent Co. Biosolids  |
| TO:             | Maia Tatinclaux     |
| INITIATED BY:   | Contractor Proposal |
| TIME EXTENSION: | 55 Days             |

|                         |               |
|-------------------------|---------------|
| PROJECT #:              | 25013         |
| CHANGE ORDER REQUEST #: | RFC-002 REV B |
| DATE SUBMITTED:         | 2/24/2026     |
| REQUESTED REPLY DATE:   | 3/10/2026     |

|                                                                                                     |               |
|-----------------------------------------------------------------------------------------------------|---------------|
| DESCRIPTION: New Storm Sewer Drainage Per C-05 (Clouded) September 2025 REV 2/24/2026               |               |
| This Request For Change consists of the following scope of work:<br>New Storm Sewer Drainage System |               |
| LABOR:                                                                                              | \$ 36,979.28  |
| MATERIAL:                                                                                           | \$ 36,062.07  |
| SUBCONTRACTOR:                                                                                      | \$ 19,992.36  |
| EQUIPMENT:                                                                                          | \$ 27,783.33  |
| TOTAL                                                                                               | \$ 120,817.04 |

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Robert H. Hildebrandt', is written over a light blue horizontal line.

M2 CONSTRUCTION LLC

3401 Marietta Avenue  
Lancaster, PA 17601



717-305-8801 PH  
717-823-6979 FX

www.m2constructionllc.com

|                 |                     |
|-----------------|---------------------|
| PROJECT NAME:   | Kent Co. Biosolids  |
| TO:             | Maia Tatinclaux     |
| INITIATED BY:   | Contractor Proposal |
| TIME EXTENSION: | 0 Days              |

|                         |            |
|-------------------------|------------|
| PROJECT #:              | 25013      |
| CHANGE ORDER REQUEST #: | RFC-006    |
| DATE SUBMITTED:         | 12/2/2025  |
| REQUESTED REPLY DATE:   | 12/15/2025 |

|                                                                                                                                                                                                   |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| DESCRIPTION: Masonry Deduct                                                                                                                                                                       |                |
| This Request For Change consists of the following scope of work:<br>To Deduct to eliminate Brick Veneer and change to Split Face Block<br>To add water repellent and waterproofing to the masonry |                |
| LABOR:                                                                                                                                                                                            | \$ -           |
| MATERIAL:                                                                                                                                                                                         |                |
| SUBCONTRACTOR:                                                                                                                                                                                    | \$(-63,300.00) |
| EQUIPMENT:                                                                                                                                                                                        | \$ -           |
| TOTAL                                                                                                                                                                                             | \$(-63,300.00) |

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Robert Tatinclaux', is written over a blue horizontal line.

M2 CONSTRUCTION LLC

**BIOSOLIDS EXPANSION CONTRACT 2 DRYER BUILDING**  
**M2 CONSTRUCTION**  
**Project # 50.1890.97-A**

| <b>Item</b> | <b>Description of Services</b>                    | <b>Change Order Cost</b> | <b>Total Contract Cost</b> |
|-------------|---------------------------------------------------|--------------------------|----------------------------|
|             | <b>ORIGINAL CONTRACT COST</b>                     |                          | <b>\$4,946,686.00</b>      |
| <b>1</b>    | <b>CHANGE ORDER #1 - 9/2/25</b>                   |                          |                            |
|             | Time Extension 63 days                            | \$ -                     |                            |
|             | <b>SUBTOTAL</b>                                   |                          | <b>\$ -</b>                |
| <b>2</b>    | <b>CHANGE ORDER #2 - 1/28/26</b>                  |                          |                            |
|             | Remove and Reinstall Piles - RFC 003              | \$ 5,688.54              |                            |
|             | Credit for Stainless Steel Door Frames RFC 004R1  | \$ (4,210.00)            |                            |
|             | Roof Vent Curb RFI 17- RFC 007                    | \$ 2,415.36              |                            |
|             | Time Extension 21 Days                            | \$ -                     |                            |
|             | <b>SUBTOTAL</b>                                   |                          | <b>\$ 3,893.90</b>         |
| <b>3</b>    | <b>CHANGE ORDER #3 - 3/18/26</b>                  |                          |                            |
|             | Time Extension - 65 days                          | \$ -                     |                            |
|             |                                                   |                          |                            |
|             | <b>SUBTOTAL</b>                                   | <b>\$ -</b>              | <b>\$ -</b>                |
| <b>4</b>    | <b>CHANGE ORDER #4 -</b>                          |                          |                            |
|             | New Storm Drain System                            | \$ 120,817.04            |                            |
|             | Change in Masonry Construction Materails - Deduct | \$ (63,300.00)           |                            |
|             | <b>SUBTOTAL</b>                                   | <b>\$ 57,517.04</b>      | <b>\$ 57,517.04</b>        |
|             |                                                   |                          |                            |
|             | <b>TOTAL CONTRACT VALUE</b>                       |                          | <b>\$ 5,008,096.94</b>     |



*Kent County*  
*Department of Public Works*

**MEMORANDUM**

**DATE:** April 14, 2026

**TO:** Levy Court Commissioners

**FROM:** Sam Bautista, P.E., Public Works Director 

**RE:** TRASH COLLECTION SERVICES CONTRACT- JUNE 1, 2026 TO MAY 31, 2029 - BID AWARD

---

Kent County Levy Court's Department of Public Works provides residential garbage collection services to county residents where Garbage Collection Districts have been formed. Weekly garbage and recycling collection service is provided for all districts, and in addition certain districts have weekly yard waste collection. Yard waste collection has traditionally been provided seasonally from the first full week of April through the last full week of December plus Christmas tree collection in January.

The services for two (2) zones are currently provided under contracts with Waste Industries of Delaware, Inc. dba Casella (Casella) and BFI Waste Services, LLC dba Republic Services, Inc. (Republic). The initial contract period was June 1, 2022 to May 31, 2025 with one, one-year extension through May 31, 2026. No service changes were made as bid price increases are anticipated. Subsequently, the bid specifications were prepared to allow award to the two (2) best evaluated trash collection companies.

An Invitation to Bid for the "Trash Collection Services – June 1, 2026 to May 31, 2029" contract was publicly advertised in the Delaware State News on February 20, 2026 and February 25, 2026. On March 4, 2026, the mandatory pre-bid meeting was attended by two haulers, Casella and Republic. At the public bid opening on February 23, 2022, bid submittals were received from Casella and Republic. Each bidder provided unit bid prices for each contract year for the listed services as well as the 3-year total bid prices based on the estimated number of customer pickups and service type as of December 31, 2025 provided by the County in the bid documents. In Zone A, there are 7,432 customers paying for trash, recycling, and yard waste service and 2,383 customers paying for only trash and recycling service. In Zone B, there are 6,102 customers paying for trash, recycling, and yard waste service and 2,861 customers paying for only trash and recycling service. Based on the submitted bids and current operations, Casella will retain Zone A and Republic will retain Zone B. There is growth in the County and the numbers in both zones will increase.

Typically, yard waste collection occurs in certain districts for 42 weeks. During the winter months, yard waste is suspended. However, it was brought to staff's attention that during the winter storms, additional yard waste, such as broken tree limbs and leaves, are generated. It was recommended that a week in January and a week in February be designed for yard waste pickup, with special advanced notice be provided to yard waste customers. Staff proposes that yard waste collection to begin from the middle of March to the middle of December of each year and include one pick up in January and one pick up in February in this new contract.

Based on the information provided herein, we recommend the following motions:

1. **“Move to award the FY2026 – FY2029 Trash Collection Services Contract from June 1, 2026 to May 31, 2029 with up to 44 weeks of yard waste collection to Waste Industries of Delaware, Inc. dba Casella and BFI Waste Services, LLC dba Republic Services, Inc. with two 1-year renewal options and authorize further contract negotiations by the Public Works Director as necessary.” AND**
2. **“Authorize the President of Levy Court to sign the associated contract documents subject to the County Attorney’s concurrence.”**

Reviewed and concurred:

  
\_\_\_\_\_  
Susan Durham, CPA, Finance Director

Attachments: Bid Forms from Casella and Republic

★ Best and Final Offer ★

**BID FORM – Continued- REVISED 03/06/26**

**NAME OF CONTRACTOR:** Waste Industries of Delaware Inc.

**4. BID PRICING (MAXIMUM SCORE = 50 POINTS)**

| TRASH COLLECTION SERVICES - June 1, 2026, to May 31, 2029 |                                                                                 |                                            |                                            |                                            |                                            |
|-----------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| ITEM                                                      | BID ITEM DESCRIPTION                                                            | 06/01/26<br>through<br>05/31/27            | 06/01/27<br>through<br>05/31/28            | 06/01/28<br>through<br>05/31/29            | COMBINED<br>TOTAL<br>Per House<br>Per Week |
|                                                           |                                                                                 | UNIT BID<br>PRICE<br>Per House<br>Per Week | UNIT BID<br>PRICE<br>Per House<br>Per Week | UNIT BID<br>PRICE<br>Per House<br>Per Week |                                            |
|                                                           | ZONE A                                                                          |                                            |                                            |                                            |                                            |
| 1                                                         | Weekly - Garbage Collection                                                     | \$ 4.00                                    | \$ 4.12                                    | \$ 4.24                                    | \$ 12.36                                   |
| 2                                                         | Weekly - Recycling Collection                                                   | \$ 2.34                                    | \$ 2.41                                    | \$ 2.48                                    | \$ 7.23                                    |
| 3                                                         | Weekly - Yard Waste Collection *<br>* April - December, Selected Districts Only | \$ .66                                     | \$ .68                                     | \$ .70                                     | \$ 2.04                                    |
|                                                           | ZONE B                                                                          |                                            |                                            |                                            |                                            |
| 4                                                         | Weekly - Garbage Collection                                                     | \$ 4.00                                    | \$ 4.12                                    | \$ 4.24                                    | \$ 12.36                                   |
| 5                                                         | Weekly - Recycling Collection                                                   | \$ 2.34                                    | \$ 2.41                                    | \$ 2.48                                    | \$ 7.23                                    |
| 6                                                         | Weekly - Yard Waste Collection *<br>* April - December, Selected Districts Only | \$ .66                                     | \$ .68                                     | \$ .70                                     | \$ 2.04                                    |
|                                                           | ZONE A + ZONE B                                                                 |                                            |                                            |                                            |                                            |
| 7                                                         | Weekly - Garbage Collection                                                     | \$ 3.93                                    | \$ 4.04                                    | \$ 4.17                                    | \$ 12.14                                   |
| 8                                                         | Weekly - Recycling Collection                                                   | \$ 2.25                                    | \$ 2.31                                    | \$ 2.39                                    | \$ 6.95                                    |
| 9                                                         | Weekly - Yard Waste Collection *<br>* April - December, Selected Districts Only | \$ .66                                     | \$ .68                                     | \$ .70                                     | \$ 2.04                                    |

**RECEIVED**

**APR 01 2026**

Patrick Neal  
 Patrick J. Neal  
 Market Area Manager 3/31/2026

**BID FORM – Continued- REVISED 03/06/26**

**NAME OF CONTRACTOR:** BFI Waste Services, LLC

**4. BID PRICING (MAXIMUM SCORE = 50 POINTS)**

| TRASH COLLECTION SERVICES - June 1, 2026, to May 31, 2029 |                                                                                 |                                            |                                            |                                            |                                            |
|-----------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| ITEM                                                      | BID ITEM DESCRIPTION                                                            | 06/01/26<br>through<br>05/31/27            | 06/01/27<br>through<br>05/31/28            | 06/01/28<br>through<br>05/31/29            | COMBINED<br>TOTAL<br>Per House<br>Per Week |
|                                                           |                                                                                 | UNIT BID<br>PRICE<br>Per House<br>Per Week | UNIT BID<br>PRICE<br>Per House<br>Per Week | UNIT BID<br>PRICE<br>Per House<br>Per Week |                                            |
|                                                           | ZONE A                                                                          |                                            |                                            |                                            |                                            |
| 1                                                         | Weekly - Garbage Collection                                                     | \$ 4.01                                    | \$ 4.18                                    | \$ 4.34                                    | \$ 12.53                                   |
| 2                                                         | Weekly - Recycling Collection                                                   | \$ 2.55                                    | \$ 2.65                                    | \$ 2.75                                    | \$ 7.95                                    |
| 3                                                         | Weekly - Yard Waste Collection *<br>* April - December, Selected Districts Only | \$ .64                                     | \$ .67                                     | \$ .69                                     | \$ 2.00                                    |
|                                                           | ZONE B                                                                          |                                            |                                            |                                            |                                            |
| 4                                                         | Weekly - Garbage Collection                                                     | \$ 4.01                                    | \$ 4.18                                    | \$ 4.34                                    | \$ 12.53                                   |
| 5                                                         | Weekly - Recycling Collection                                                   | \$ 2.55                                    | \$ 2.65                                    | \$ 2.75                                    | \$ 7.95                                    |
| 6                                                         | Weekly - Yard Waste Collection *<br>* April - December, Selected Districts Only | \$ .64                                     | \$ .67                                     | \$ .69                                     | \$ 2.00                                    |
|                                                           | ZONE A + ZONE B                                                                 |                                            |                                            |                                            |                                            |
| 7                                                         | Weekly - Garbage Collection                                                     | \$ 3.62                                    | \$ 3.74                                    | \$ 3.86                                    | \$ 11.22                                   |
| 8                                                         | Weekly - Recycling Collection                                                   | \$ 2.20                                    | \$ 2.32                                    | \$ 2.44                                    | \$ 6.97                                    |
| 9                                                         | Weekly - Yard Waste Collection *<br>* April - December, Selected Districts Only | \$ .62                                     | \$ .65                                     | \$ .67                                     | \$ 1.94                                    |

BFI Waste Services, LLC  
Manager Municipal Sales  
Dominic Fulginiti-4-9-2026

