

Town of Frederica *Draft* Scope of Work 2017 Sustainable Communities Planning Grant

With awarded grant funding and local match, the Town of Frederica will develop the Frederica Community Sustainability Plan, Planning Frederica's Sustainable Future. Activities will focus on creating and conducting a public survey, conducting public meetings, developing action plans, and conducting a lighting assessment. Project partners include DE Turf, a sports facility featuring 12 turf fields (field hockey, lacrosse, soccer, and more), the Delaware Department of Agriculture, and the Dover/Kent Metropolitan Planning Organization (MPO), who will assist in carrying out the assessments and planning effort to improve sustainability, build capacity, and address equity issues. The Plan will build on the Town's 2015 Comprehensive Plan and will serve as a roadmap for helping to create the Town envisioned in the Comprehensive Plan.

Task 1: Community Survey

- GRANTEE will develop and execute a community survey to identify current transportation patterns (travel to basic services, transportation modes utilized, etc.), desired services/types of recreation activities in Town, and interest in participating on the Sustainable Future Work Group

Deliverable #1: Provide an electronic copy of the survey results.

Task 2: Form a Sustainable Future Work Group

- GRANTEE will establish a steering committee to develop a scope of work* (consistent with all Sustainable Community Planning Grant requirements) for consulting services
- GRANTEE will hire a consultant to facilitate the planning process (development of a vision, goals, and action items)

**The final Scope of work shall be submitted to the DNREC Division of Energy & Climate for approval and will include development of: 1) Vision statement, 2) Comprehensive set of goals for becoming a sustainable community, 3) Specific targets and timeline for achievement, 4) Indicators to track progress toward each goal, and 5) Action plans; as per the Grant Program Guidelines.*

Deliverable #2: Scope of Work and RFP. One (1) electronic copy of the final scope of work, one (1) electronic copy of the Consulting Services RFP.

Task 3: Conduct a public meeting to prioritize the goals and action items

- GRANTEE will

Deliverable #3: Summary Reports. One (1) stakeholder meeting/workshop summary (summary reports shall include a synopsis of the discussions and outcomes, and agendas, any materials presented, and the attendance lists.

Task 4: Core Planning

- GRANTEE will hold no less than three (3) stakeholder meetings
- GRANTEE will hold no less than two (2) public workshops

Deliverable #2: Summary Reports. One (1) stakeholder meeting/workshop summary (summary reports shall include a synopsis of the discussions and outcomes, and agendas, any materials presented, and the attendance lists.

Task 5: Plan Defining and Execution

- GRANTEE will hold one (1) final public workshop
- GRANTEE will hold one (1) final stakeholder meeting
- GRANTEE will develop a draft Sustainability Plan
- Grantee will present the Newark Community Sustainability Plan to the Planning Commission and City Council for adoption
- Grantee will hold a public outreach event to present the final plan to the community

Deliverable #3: Summary Reports and the Plan. One (1) stakeholder meeting/workshop summary, one (1) electronic copy of the draft Sustainability Plan, one (1) Planning Committee/City Council Meeting summary report, one (1) electronic copy of the final Sustainability Plan.

Task 6: Grant Coordination and Reporting

- GRANTEE will coordinate all grant activities and meetings with their DNREC Division of Energy & Climate (DEC) staff liaison and will provide an opportunity for DEC to participate and provide technical assistance as necessary to ensure completion of the project.
- GRANTEE will submit quarterly progress reports on or before December 31, March 31, June 30 and September 30 for the project duration. Each report shall include a description of all grant task activities during the quarter, funds expended, milestones achieved and any issues encountered that may delay final deliverables. Quarterly reports shall also include completed deliverables as attachments when appropriate and timely.
- GRANTEE will track and provide documentation of the required in-kind. Match reports for in-kind contributions should identify person(s) (generally or specifically, depending on activity), dates and activity/work conducted, and cost of activity or hourly rate, as applicable.

Deliverable #4: Quarterly Reports. One (1) electronic progress report, quarterly, as outlined above.

Deliverable #5: Match Documentation. One (1) electronic copy of detailed project match documentation as outlined above.

Payment Schedule:

A first payment, in an amount not to exceed \$, shall be made upon satisfactory completion of Deliverable #1 and upon submission of an invoice by GRANTEE. A second payment in the amount of \$ shall be made upon satisfactory completion of Deliverables #2 as described above and upon submission of an invoice by GRANTEE. A third and final payment in the amount of \$ shall be made upon satisfactory completion of Deliverables #3, #4, and #5 as described above and upon submission of an invoice by

GRANT AGREEMENT: DNREC DIVISION OF ENERGY AND CLIMATE
SUSTAINABLE COMMUNITIES PLANNING GRANT PROGRAM

THIS GRANT AGREEMENT (“Agreement”) is made as of _____, 2017 (“Effective Date”) by and between The State of Delaware, Delaware Department of Natural Resources and Environmental Control, Division of Energy and Climate (“Grantor”), and **Town of Frederica** (“Grantee”).

W I T N E S S E T H :

WHEREAS, Grantor is charged with administering and granting funds from the Regional Greenhouse Gas Initiative.

WHEREAS, Grantee has submitted a grant proposal to Grantor for a Grant under the Sustainable Communities Planning Grant (SCPG) Program entitled **Frederica Community Sustainability Plan** (“Project”).

WHEREAS, Grantor, in consultation with a Grant Review Committee has (i) considered the proposed Project under the criteria for the SCPG Program and (ii) resolved to provide funding to Grantee in an amount not to exceed \$17,000 to complete Project in accordance with the terms and conditions of this Agreement and Attachments hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligation(s) of Grantee.

- (a) Grantee shall use the Grant Funds to carry out the Project, herein described and outlined in the attached Scope of Work (Attachment A): With awarded grant funding and local match, the Town of Frederica will develop the Town of Frederica Sustainability Plan. Activities will focus on carrying out and completing assessments and plans for the Town. The Plan will be presented to the Town of Frederica for adoption and recommendations and metrics determined as a result will be available to leverage future grants or other funding mechanisms to implement projects identified in the plan.
- (b) Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Project Scope of Work (Attachment A); (c) Grantor’s Request for Proposals (Attachment B); and (d) Grantee’s submitted project proposal (Attachment C). The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

- (c) Grantee shall appoint a “Project Manager” or “Contact Person” who will oversee the completion of the Sustainable Communities Planning Grant Project and serve as a person of contact for Grantee in communications with Grantor. Grantee will notify Grantor of changes to the “Project Manager” or “Contact Person” within a reasonable time not to exceed thirty (30) days.
- (d) Grantee shall undertake to conduct and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statutes, codes, ordinances, resolutions and other applicable regulations.

2. Obligations of Grantor; Disbursement & Limitation of Grant Funds.

- (a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Grantee shall complete and submit to Grantor an invoice for completed work as set forth in Appendix A to DNREC Division of Energy and Climate, Sustainable Communities Planning Grant, 100 W. Water Street, Suite 5A, Dover, DE 19904.
- (b) Grantor shall reimburse Grantee within thirty (30) days of receipt of Grantee’s Reimbursement Request and Required Deliverable(s). If Grantor disputes a portion of a Deliverable, Grantor agrees to pay the undisputed portion of the scheduled payment within thirty (30) days of receipt and to provide Grantee a detailed statement of Grantor’s position on the disputed portion of the Deliverable(s) within thirty (30) days of receipt.
- (c) Grantor shall not be obligated to reimburse Project costs incurred by Grantee on a date before a Purchase Order allocating the Grant Funds has been approved by the Delaware Department of Finance. Grantor shall notify Grantee within a reasonable time not to exceed fourteen (14) days of when the Purchase Order has been approved. Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the Grant Funds is approved. Grantor’s total liability that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Grantor’s Purchase Order.
- (d) Grantor’s obligation to reimburse Grantee will not exceed the total amount of Grant Funds awarded to Grantee from the SCPG Program and authorized in the Purchase Order. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded. Grantor is in no way liable for any such excess costs, fees or expenses.
- (e) Grantee shall submit its Final Reimbursement Request along with Final Deliverables within thirty (30) days of completing the Project and in accordance with the Scope of Work (Attachment A). Any awarded Grant Funds remaining after Grantor has made its final payment to Grantee shall be returned to the SCPG Program.
- (f) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that Grantee’ performance or completion of the

Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment.

- (g) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

3. Term.

- (a) This Agreement shall commence upon the execution of this Agreement by the parties, and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's Final Invoice; or August 1, 2019 whichever occurs first. The parties may agree, in writing, to extend this Agreement for a mutually agreeable term.

4. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

5. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, purpose, objectives, or nature of the Project for which the Grant Funds were awarded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the Project for Grant Funds, and no viable alternatives are available, Grantor may terminate this Agreement in its discretion.

6. Procurement & Subcontractors. Grantee is encouraged to follow the State of Delaware Purchasing and Bidding Thresholds for the procurement of goods, supplies, and services, including a subcontractor(s).

7. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.

8. Termination.

- (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.

- (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other entity, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is

insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Funds cannot be recalled or otherwise taken back once disbursed to Grantee.

(c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.

(d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.

9. Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

10. Insurance.

(a) Unless the Delaware Office of Insurance Coverage provides a waiver or modification, Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
2. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
3. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate; or
4. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, or
5. Product Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and

6. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement Number stated herein, shall be filed with the State. The certificate holder is as follows: DNREC, Division of Energy and Climate, Sustainable Communities Planning Grant Program.

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

11. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the addresses set forth below:

If to Grantor:

DNREC, Division of Energy and Climate
Sustainable Communities Planning Grant Program
100 W. Water Street, Suite 5A
Dover, DE 19904
Phone: 302-735-3480

If to Grantee:

Town of Frederica
Attn: Bethany DeBussy
2 West David Street
Frederica, DE 19946

12. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

13. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.
15. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
16. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.
17. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 5 "Indemnification;" Section 10 "Governing Law."
18. Miscellaneous Provisions.
 - (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.
 - (b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.
 - (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.
 - (d) Grantee shall ensure that the acknowledgement pages of all reports, studies, or other documents, published or distributed electronically or hardcopy, and of websites/webpages acknowledge the financial assistance provided by DNREC by including the following statement, "This [report/video/etc.] was prepared by [GRANTEE] with funding from the Sustainable Communities Planning Grant Program administered by the DNREC Division of Energy and Climate. The statements, findings, conclusions, and recommendations presented here are those of the author(s) and do not necessarily reflect the views of DNREC."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

Witness: _____

Name: Shawn M. Garvin

Title: Secretary

Date: _____

Date: _____

**GRANTEE
TOWN OF FREDERICA**

Witness: _____

Name: _____

Title: _____

Date: _____

Date: _____

Coyle, Kevin F. (DNREC)

From: Gravatt, Ann (DelDOT)
Sent: Tuesday, July 11, 2017 4:06 PM
To: Tholstrup, Michael S. (DNREC); Edgell, David (OMB); Saperstein, Laura (DHSS); Valencik, Kelly J. (DNREC); Williams, Gregory S. (DNREC)
Cc: Love, Susan E. (DNREC); Coyle, Kevin F. (DNREC); Yandrich, Kerri (DNREC)
Subject: RE: Sustainable Communities Planning Grant- notification postponed

Mike,

Please keep me in the loop on Frederica. They applied for a TAP project to work on sidewalk connections in town, but limits are undefined. I would like to see how the planning works out on this grant with the hope the TAP project can work on infrastructure upgrades that may be pointed out.

The TAP project is still in the queue and we have not outreached them with a timeline.

Thanks, Ann

From: Tholstrup, Michael S. (DNREC)
Sent: Monday, July 10, 2017 10:40 AM
To: Edgell, David (OMB); Saperstein, Laura (DHSS); Gravatt, Ann (DelDOT); Valencik, Kelly J. (DNREC); Williams, Gregory S. (DNREC)
Cc: Love, Susan E. (DNREC); Coyle, Kevin F. (DNREC); Yandrich, Kerri (DNREC)
Subject: RE: Sustainable Communities Planning Grant- notification postponed

Good Morning All,

Our grantees were verbally notified on Friday, of their funding awards or denials following some extended deliberations. Attached are summaries of the main discussion points and of the successful proposals, by the numbers. Notification letters will also be mailed out to all applicants in the coming days. Thank you again for your time and support of the new grant program. It was a great experience for me to work with each of you and would certainly offer you any assistance I can on future projects.

One final ask we have is if there were any projects, funded or not, that you have particular interest in or know of other available resources that would assist in moving the projects forward, please share them with us or let us know how best to connect applicants to them.

Kind Regards,
Mike

From: Tholstrup, Michael S. (DNREC)
Sent: Friday, June 30, 2017 4:49 PM
To: Edgell, David (OMB); Saperstein, Laura (DHSS); Gravatt, Ann (DelDOT); Valencik, Kelly J. (DNREC); Williams, Gregory S. (DNREC)
Cc: Love, Susan E. (DNREC); Coyle, Kevin F. (DNREC); Yandrich, Kerri (DNREC)
Subject: FW: Sustainable Communities Planning Grant- notification postponed

Grant Review Team,

We have decided that we need a little more time to consider all of your comments from our discussion on Wednesday. We have notified the applicants of our intention to postpone the notification of funding until July 7th. Thank you again for your assistance.

Have a great holiday weekend!

Mike

From: Tholstrup, Michael S. (DNREC)

Sent: Friday, June 30, 2017 4:44 PM

Cc: Love, Susan E. (DNREC) <Susan.Love@state.de.us>; Coyle, Kevin F. (DNREC) <Kevin.Coyle@state.de.us>; Yandrich, Kerri (DNREC) <Kerri.Yandrich@state.de.us>

Subject: Sustainable Communities Planning Grant- notification postponed

Good Afternoon,

Thank you for your interest in sustainability and applying for this grant opportunity. The Division of Energy and Climate was pleasantly surprised by the number and breadth of proposals received. Our office met with the Grant Review Panel this past Wednesday and discussed the scores and rankings. We feel that it will take a few more days to assess the comments we received before making the final determination of funding awards, and are asking for your continued patience.

We will notify all grant recipients of funding decisions by July 7. We know you are eagerly awaiting the outcome of the grant decisions and thank you for your patience.

We wish you a happy & safe 4th of July weekend!

Best Regards,

Mike

Michael Tholstrup

Climate Adaptation & Sustainable Communities Planner

Department of Natural Resources and Environmental Control

Division of Energy and Climate

100 West Water Street, Suite 5A, Dover, DE 19904

Phone [302.735.3352](tel:302.735.3352)

Michael.Tholstrup@state.de.us

~Clean Energy, Sustainable Communities, Livable Climate~





Town of Frederica

SEP 02 2017

Received

STATE OF DELAWARE
DIVISION OF ENERGY & CLIMATE
100 W. WATER STREET
SUITE 5A
DOVER, DELAWARE 19904

Department of Natural Resources
and Environmental Control

Phone: (302) 735-3480
www.dnrec.delaware.gov/energy

August 28, 2017

Bethany DeBussy
Town of Frederica
2 West David Street
Frederica, DE 19946

Re: DNREC Sustainable Communities Planning Grant Award

Dear Ms. DeBussy:

Thank you for submitting a proposal for consideration under the 2017 Sustainable Communities Planning Grant Program. The DNREC Division of Energy & Climate received nine very competitive proposals requesting over \$480,000 in project funding. We are very pleased to inform you that your proposal for the Planning for Frederica's Sustainable Future has been selected for funding in the amount of \$17,000.

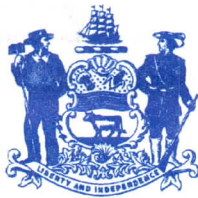
Your primary point of contact in the Division for the project will be Kevin Coyle. He will contact you in the coming days to develop a mutually agreed upon scope of work, including deliverables and a payment schedule. He will also discuss the state contract, and the insurance and liability requirements. Please note that this grant will be provided as reimbursement. Any project activity that occurs prior to the execution of a contract and purchase order will not be eligible for reimbursement. Additionally, your project should be completed within two years of the grant contract execution date.

The DNREC Division of Energy & Climate is looking forward to working with you and helping move your community toward a more sustainable future. Please contact Kevin Coyle at (302) 739-9071 or Kevin.Coyle@state.de.us with any questions you may have regarding this grant or sustainability practices.

Sincerely,

Susan Love, AICP
DNREC Division of Energy & Climate
Climate and Sustainability Section Lead

Delaware's Good Nature depends on you!



Town of Frederica

SEP 02 2017

Received

STATE OF DELAWARE
DIVISION OF ENERGY & CLIMATE
100 W. WATER STREET
SUITE 5A
DOVER, DELAWARE 19904

Department of Natural Resources
and Environmental Control

Phone: (302) 735-3480
www.dnrec.delaware.gov/energy

August 28, 2017

Bethany DeBussy
Town of Frederica
2 West David Street
Frederica, DE 19946

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Your primary point of contact in the Division for the project will be Kevin Coyle. He will contact you in the coming days to develop a mutually agreed upon scope of work, including deliverables and a payment schedule. He will also discuss the state contract, and the insurance and liability requirements. Please note that this grant will be provided as reimbursement. Any project activity that occurs prior to the execution of a contract and purchase order will not be eligible for reimbursement. Additionally, your project should be completed within two years of the grant contract execution date.

The DNREC Division of Energy & Climate is looking forward to working with you and helping move your community toward a more sustainable future. Please contact Kevin Coyle at (302) 739-9071 or Kevin.Coyle@state.de.us with any questions you may have regarding this grant or sustainability practices.

Sincerely,

Susan Love, AICP
DNREC Division of Energy & Climate
Climate and Sustainability Section Lead

Delaware's Good Nature depends on you!

**Delaware Sustainable Communities Planning Grant
2017 Grant Application**

Cover Page

Applicant Name: Town of Frederica

Project Title: Planning for Frederica's Sustainable Future

Project Partners: DE Turf, Delaware Department of Agriculture

Project Point of Contact: Bethany DeBussy, Town Clerk

Address: 2 West David St, Frederica, DE 19946

Phone: (302) 335-5417

Email: Townoffrederica@yahoo.com

Project Duration: September 1, 2017 – November 1, 2018

Total Project Cost: \$20,414

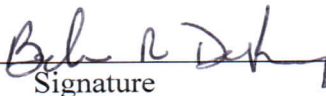
Requested Grant Amount: \$17,000

Project Match: \$3,414

Signatures

Project Lead:

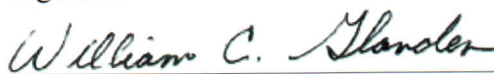
Bethany DeBussy, Town Clerk


Signature

6-1-2017
Date

Community Official:

William "Chick" Glander, Mayor


Signature

6-1-2017
Date

Project Scope:

The Town of Frederica is a small town of 519 acres and 816 people¹ located in southeastern Kent County. Incorporated in 1826, Frederica has been in existence under various names since the 1700's. Originally established as a port town, its port activity greatly diminished after the advent of the railroads, which bypassed the town. The last shipyard closed in 1890. The town had some canneries, which have closed. The major roads take traffic outside of town, so businesses and stores have mostly left. The residents of Frederica need to travel to Harrington (8 miles away) for food, gas, shopping and other services.

The story to date of Frederica has been one of a town fading away. However, new housing growth and the creation of DE Turf just across Route 1 from town have created both new opportunities and new challenges for Frederica. With both a growing population and the influx of participants and families at weekend sporting events at DE Turf, there is an increased need for services, particularly food and recreation, in Town. However, there are also proposals to locate services outside of town, through rezoning agricultural lands located in the unincorporated area of the County (and perhaps outside the growth zone). Faced with both these opportunities and challenges, Frederica wants to focus our efforts on creating a sustainable future for our town.

Frederica is applying for a grant to develop a Community Sustainability Plan that addresses:

- Local Food System
 - Planning approaches to eliminate Frederica's status as a food desert.
- Reducing Energy Use
 - Reducing transportation energy use by reducing the need for residents to travel for basic services.
 - Reducing the Town's energy use, particularly lighting energy, both in its buildings and streetlights.
- Making Frederica Walkable and Bikeable
 - Identifying potential bicycling routes for residents to get to the central town area and for roads to be designated as bikeways either with bike lanes or sharrows.
 - Developing recreation areas in town that residents can bicycle or walk to.
 - Identifying areas where sidewalks need to be added or improved to create walkways from neighborhoods to key destinations in town.

The Community Sustainability Plan, "Planning Frederica's Sustainable Future," will build on the town's 2015 Comprehensive Plan. The Comprehensive Plan was developed through an extensive public participation effort, through which the residents of Frederica expressed a strong desire to bring a farmers market and active recreation to the town. The most desirable future land use parcels within the current town boundaries uses were public places (such as a community center, library or farmers market), Parks, Commercial uses, and Agricultural uses. The most important potential new facilities to respondents, in order, were a town park and active recreation, a community center, new opportunities for shopping, more businesses and jobs in town, and housing and facilities for senior citizens.

¹ 2010 U.S. Census was 774, 816 is the 2015 population estimate, U.S. Census Bureau.

As stated in the Comprehensive Plan, the Town's redevelopment strategies focus on the town center and waterfront area, and include strategies for historic preservation and adaptive reuse, environmental cleanup and protection of natural resources, creation of a community park, and promotion of place-making urban design principles for a compact, walkable environment. The Community Sustainability Plan will be the road map for helping to create the town that is envisioned in its comprehensive plan.

Project Work Plan

Planning Frederica's Sustainable Future (PSFS) will utilize the successful community engagement approaches the town has used during its comprehensive planning efforts.

- PSFS will kick off in with a survey of residents to identify current habits regarding travel to basic services, transportation modes utilized, as well as what services and types of recreation activities they would like to have in town, and interest in participating on the Sustainable Future Work Group.
- The Work Group will include town residents and partners from DE Turf, Delaware Department of Agriculture (DDA), Dover/Kent County Municipal Planning Organization and other relevant groups. Working with a consultant to facilitate and guide them through the process, the Work Group will develop the vision, specific goals and action items.
- A public meeting, and possibly an additional "youth" meeting will be held to set priorities among the goals and action items.
- The Work Group will then develop specific action plans and metrics for implementing the Community Sustainability Plan.
- The Community Sustainability Plan will go to Town Council for adoption.
- Finally, a public meeting or event will be held to release the Community Sustainability Plan and kick off work on implementation.

While the community sustainability plan is being developed, one of the first steps will be working with DDA to plan for a farmers market in town. Planning will include both logistical issues, such as location and timing, as well as identification of the types of farmers and producers that should be included to best meet the needs of the residents and to create a successful farmers market. A farmers market would provide access to locally grown foods for both town residents and DE Turf families. An operating farmers market will help quantify foot traffic through town, identifying the potential for food markets and other services such as stores and restaurants, to locate in Frederica.

A second step concurrent to the Work Group will be a lighting assessment of Town buildings and streetlights. A lighting consultant will be brought in to identify opportunities, costs and potential savings from upgrading/retrofitting the lighting in the Town Hall, Maintenance Shop, Police Station, and Well Houses. The Town will work with the lighting consultant and/or Delmarva Power to identify the costs and potential savings from retrofitting the streetlights to LED. Given the foreseen reductions in State funds for municipal street aid, cost savings from energy reductions in street lighting will be of great benefit to the Town. An action plan for implementing the lighting projects will be developed by the Work Group based on information from the lighting consultant.

Project Timeline

Summer 2017 – September 2017	Selection of project consultant
September-October 2017	Resident survey, begin public outreach
October 2017	Form Sustainable Future Work Group; begin farmers market planning
October 2017 – January 2017	Develop vision, specific goals and action items; create farmers market action plan
November 2017	Select lighting consultant
February 2018	Public meeting(s)
March 2018 – August 2018	Develop action plans & indicators, draft plan
September 2018	Plan goes to Town Council for adoption
October 2018	Kick off meeting/event

Project Team and Partnerships:

- Bethany DeBussy, Town Clerk – Project lead, responsible for overall project management
- Dustan Russum, Water Dept./Public Works – Work Group support
- David Smith, DDA – Work Group, farmers market development assistance
- DE Turf Sorts Complex – Work Group member
- Dover/Kent County Municipal Planning organization – Work Group member
- Project Consultant, TBD – Facilitating plan development process
- Lighting Consultant, TBD – Lighting assessments of Town-owned buildings and streetlights

Community Outreach:

Frederica is a fairly involved town, with an effective public outreach approach; the comprehensive plan survey had a respectable 22% response rate. The Town communicates with residents through a quarterly newsletter, Facebook page, and website.

Survey

Planning Frederica's Sustainable Future will kick off with a survey of residents to identify current habits regarding travel to basic services, transportation modes utilized, as well as what services and types of recreation activities they would like to have in town, and interest in participating on the Sustainable Future Work Group.

Public Meetings

At least two public meetings (or one public meeting and one public event) will be held during the project. The first public meeting, will be held to set priorities among the goals and action items. The Work Group may decide to hold a separate "youth" meeting to gather input from the Frederica's young people on what recreation and services they would like to see in the town and where the places are that they want to be able to ride their bicycles to. The final public meeting or event will be held to release the final plan and kick off work on implementation.

Newsletter and Facebook

The newsletter and Facebook page will be the main avenues to communicate with Frederica residents throughout the project. The following will be communicated through the newsletter and Facebook:

- Initial project announcement and heads up about the upcoming survey and invitation for interested participants in the Work Group (information about the project will also be placed on the Town website)
- Survey results
- Meeting and event announcements
- Updates on the Work Group's progress
- Draft plan
- Final plan (will also be shared on the website)

Project Outcomes:

There are 4 main products that will result from Planning Frederica's Sustainable Future:

1. Community Sustainability Plan with specific action plans and tracking metrics.
2. Sustainable Future Work Group – the Work Group will continue on after the project with quarterly meetings to track progress on implementing the plan and work on future grant applications or other funding mechanisms.
3. Lighting assessment of Town buildings that will be used in applications for funding.
4. Farmers Market Action Plan – the farmers market will bring locally produced fresh produce and other foods to the town. The foot traffic as a result of the market will be quantified and used in recruiting providers of food markets and other services such as stores and restaurants.

Capacity Building:

The Sustainable Future Work Group, as well as Town Council, staff and planning commission will be trained on sustainability, focusing on how sustainability relates to the functions of each group and the role of sustainability in planning, development and project review.

This project is creating an active and ongoing relationship between the Town and DE Turf, which will greatly enhance communication on needs, issues and ways to positively address the needs of both the Town and the sports facility.

Creation of the Sustainable Future Work Group and the Community Sustainability Plan (CSP) will give the Town the ability to work on future grant applications or other funding mechanisms to implement projects identified in the plan and to respond consistently to development proposals outside of Town. This will include being able to review proposals with respect to the CSP and give testimony before Levy Court in favor of proposals that support the goals of the CSP, and in opposition to proposals that do not support or impede the goals of the CSP.

Equity:

Frederica's vulnerable populations include²:

- 32.2% of households that receive either food stamps or SNAP Assistance.
- 13% of the population being persons of Hispanic origin (more than double that of Kent County).
- 22% of the population live below the poverty level (compared to 12.5% for Kent County and 11% statewide)

These statistics show that a significant portion of the town's residents is comprised of vulnerable populations. As such a large portion of the town, they will be targeted for additional outreach to both gather survey information and solicit involvement in the Work Group or participation in public meetings.

Frederica's status as a food desert has significant implications for the town's financially vulnerable populations. Currently, the only available food in town is processed food available at the Family Dollar store (and Frederica Pizza). Bringing access to fresh produce through a farmers market and potentially future food stores will be of benefit to these families in not only making the fresh foods available, but in reducing the costs they spend now having to travel to buy basics such as milk and meat.

Currently there are no parks or playgrounds in Frederica. Increasing recreation opportunities and services in town and making the town more walkable and bikeable will help improve the quality of life for Frederica's vulnerable populations.

Project Budget

The main budget expense (\$17,000) is for the project consultant to provide the following services:

- Sustainability training for Town Council, Planning & Zoning Commission, & the Sustainable Future Work Group;
- Facilitating the Sustainable Future Work Group;
- Facilitating development of the Farmers Market Action Plan;
- Developing and analyzing the survey;
- Facilitating the public meeting;
- Drafting the Community Sustainability Plan.

The lighting assessment is expected to be provided free of charge by the lighting consultant.

The Town Clerk will serve as support staff for the Sustainable Future Work Group and will manage the communications and outreach for the project. It is estimated that an average of 5 hours/month will be required, for a total of 65 hours (\$16/hr). In-Kind Match of \$1,040.

Public Works staff will serve on the Sustainable Future Work Group as well as providing staff support to the project and overseeing the lighting assessment. Project support and oversight is expected to require approximately 1.5 hours/month and will occur during normal working hours, so the hourly rate will be \$27.43 (salary + OEC), totaling \$540. The Sustainable Future Work Group is expected to meet outside of

² U.S. Census Bureau 2010 Census

normal working hours, requiring time and a half, so the hourly rate will be \$33.57 (no OEC), totaling \$884. In-Kind Match of \$1,424.

The Town will pay supplies and printing costs for the Sustainable Future Work Group, public meetings, and report (\$550).

The Town will provide meeting rooms for the Sustainable Future Work Group and pay for the public meeting room at Frederica Volunteer Fire Company (\$400).



STATE OF DELAWARE
DEPARTMENT OF AGRICULTURE

2320 SOUTH DUPONT HIGHWAY
DOVER, DELAWARE 19901
DDA.DELAWARE.GOV

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TOLL FREE (800) 282-8685
FAX (302) 697-6287

MICHAEL T. SCUSE
SECRETARY
E. AUSTIN SHORT
DEPUTY SECRETARY
KENNETH M. BOUNDS
DEPUTY SECRETARY

DNREC Division of Energy & Climate
Attn: Michael Tholstrup
100 W. Water Street, Suite 5A
Dover, DE 19904

Dear Mr. Tholstrup,

I am writing to express the Delaware Department of Agriculture's support for the Town of Frederica's grant application, "Planning Frederica's Sustainable Future."

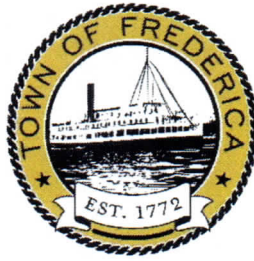
Frederica is currently a food desert, with no viable access to fresh, locally grown fruits, vegetables and raised meats unless they travel eight miles to Harrington or Milford. For this reason, we support the Town's proposed efforts to create a farmers' market, and then attract a farm market or food store(s) in town.

We will be happy to work with the Town in support of its efforts to create the farmers' market and we look forward to serving on the upcoming Sustainable Future Work Group.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David M. Smith".

David M. Smith
DDA Marketing Specialist II



THE TOWN OF FREDERICA

P.O. Box 294
Frederica, DE 19946-0294
(302) 335-5417 Fax: (302) 335-4340

June 7, 2017

Michael Tholstrup
Division of Energy & Climate
DNREC
100 W. Water Street, Suite 5A
Dover, DE 19904

Dear Mr. Tholstrup,

I am writing this letter to express the Town of Frederica's commitment to our application for a Sustainable Communities Planning Grant.

As you can see in the attached Council minutes from May 17, 2017, after discussing what would be included in the grant application, the Town Council voted unanimously to approve submitting our application. Representatives of the Town Council and Planning Commission will participate on the Sustainable Future Work Group; our Town Clerk will oversee the project and manage the data collection (survey) and outreach efforts; and our Water Dept./Public Works staff will provide support to the work group and manage the lighting segment of the project.

This project builds on information we gathered in putting together our 2015 Comprehensive Plan. What our residents identified as their highest-level needs are the same things that will make Frederica more sustainable. This grant would give the Town the opportunity to plan out actionable items to address those needs. We are fully committed to this project and see the work we will do here as developing our roadmap for moving forward on a variety of approaches to making Frederica a more sustainable community and improving the quality of life of our residents.

Thank you for consideration of our application.

Sincerely,

William C. Glander

William "Chick" Glander
Mayor

Mandy Slody
Mandy Slody - Planning and Zoning

Pete Rager
Pete Rager - Secretary

Phil Green
Phil Green - Planning and Zoning

Virginia Simpler
Virginia Simpler - Treasurer

Dustan Russum
Dustan Russum - Public Works

Jesus "Poncho" Davila
Jesus "Poncho" Davila - Council Member

Bethany DeBussy
Bethany DeBussy - Town Clerk

ABSENT ON VACATION
Ricky Maddox - Council Member

**Delaware Sustainable Communities Planning Grant
2017 Grant Application**

Cover Page

Applicant Name: Town of Frederica

Project Title: Planning for Frederica's Sustainable Future

Project Partners: DE Turf, Delaware Department of Agriculture

Project Point of Contact: Bethany DeBussy, Town Clerk

Address: 2 West David St, Frederica, DE 19946

Phone: (302) 335-5417

Email: Townoffrederica@yahoo.com

Project Duration: September 1, 2017 – November 1, 2018

Total Project Cost: \$21,600

Requested Grant Amount: \$18,000

Project Match: \$3,600

Signatures:

William C. Glander
MAYOR TOWN OF FREDERICA

Beth A. DeBussy
Town Clerk