



June 17, 2016

DE DNREC  
Division of Watershed Stewardship  
89 Kings Highway  
Dover, DE 19901

Re: Coastal Construction Permit Application  
Ocean Outfall Project  
City of Rehoboth Beach  
GHD No. 8618693

To Whom It May Concern:

Enclosed is the Permit Application for the Coastal Construction Permit Package in regards to the proposed Construction Activities for the Rehoboth Beach Ocean Outfall Project.

The submittal contains the following items for review and subsequent approval for the issuance of a Coastal Construction Permit:

1. One (1) copy of a completed permit application form including the following supporting information:
  - a. Deauville Beach property lease showing legal interest of owner.
  - b. List of adjacent property owners, lot numbers, and mailing addresses.

The submittal does not contain the following item:

1. Contract Drawings – It was agreed at the May 26, 2016 pre-application meeting that drawings shall be submitted to DNREC as an electronic file and accessed or printed internally as required. Should a hard copy of the drawings be required, please let me know.

If you have any questions, please feel free to contact me at (240) 206-6819.

Sincerely,  
GHD INC.

A handwritten signature in blue ink, appearing to read "Sean Snow", written over a light blue circular stamp.

Sean Snow  
Project Engineer

SCS/yts

Enclosures



**COASTAL CONSTRUCTION PERMIT APPLICATION  
FOR  
CONSTRUCTION SEAWARD OF THE DNREC  
BUILDING LINE**



**DEPARTMENT OF NATURAL RESOURCES AND  
ENVIRONMENTAL CONTROL**

**DIVISION OF WATERSHED STEWARDSHIP**

**RECEIVED**

JUN 20 2016

State of Delaware  
Department of Natural Resources & Environmental Control  
**Division of Watershed Stewardship**

Office of the  
Director

89 Kings Highway  
Dover, Delaware 19901

Telephone: (302) 739-9921  
Fax: (302) 739-6724

**APPLICATION FOR CONSTRUCTION PERMIT**

This application form is provided for construction activities within the defined beach area and seaward of the DNREC Building Line as shown on maps prepared by the Shoreline & Waterway Management Section, and for construction activities requiring a Permit, as outlined in Part 4 of the Regulations Governing Beach Protection and the Use of Beaches. Copies of individual Building Line Maps are available for planning by request to the Shoreline & Waterway Management Section. (Phone # (302) 739-9921)

**Please answer all questions thoroughly and provide the applicable drawings and plans. An application fee of \$150.00 in check form payable to the State of Delaware must accompany the application. Incomplete applications will be returned.**

All Permit applications will be advertised in two papers of State wide circulation. Twenty (20) calendar days from the date of advertisement must pass, in order to receive comments, before a decision will be rendered. A thirty (30) day appeal period follows issuance of the permit.

Name of Property Owner: City of Rehoboth Beach

Mailing Address: 229 Rehoboth Ave. P.O. Box 1163  
Rehoboth Beach, DE 19971

E-mail Address information@cityofrehoboth.com

Telephone Numbers: A/C ( ) \_\_\_\_\_ Residence  
A/C ( ) 302-227-4641 Office

Name of Authorized Agent: Sean Snow, GHD, Inc.

Mailing Address: 16701 Melford Blvd., Suite 330  
Bowie, MD 20715

E-mail Address sean.snow@ghd.com

Telephone Numbers: A/C ( ) \_\_\_\_\_ Residence  
A/C ( ) 240-206-6810 Office

**Location of proposed work:**

Lot(s) Number: 215 Block Number: 00

Street: Corner of Surf Ave. and Henlopen Ave.

Subdivision/Community: N/A

Tax Map #: 334-14.09-215.00

**Type of work proposed:**

(Construction of a dwelling, commercial building, subdivision, addition, shore protection structure, pedestrian dune crossover, septic system, storage facility, placement of utilities, placement of fill etc.).

Directional drilling of ocean outfall pipeline to a diffuser assembly 6,000 LF offshore for disposal of treated effluent.

**Site Work:**

**Removal of sand from the site is prohibited without prior approval**

Will there be any lot clearing or excavation at the site? Yes

If so, will any sand be removed from the site? No

Where will the sand be taken? Sand will be stockpiled onsite for replacement back into excavated areas.

Will sand or fill be added to the site? No How much? N/A

What will be the source of the material? N/A

**Indicate on the plans where the fill will be placed.**

Will there be any landscaping? Yes If so, will you be bringing in top soil? No

Are there any structures included in your landscape design? Yes - refer to ARV vault on FM Drawings.

**Please indicate their location on the plans. Are all of the plants native to this environment?** Yes

**Activities Seaward of the Building Line and on the dune:**

**Construction Seaward of the Building Line must be located above Base Flood Elevation.**

What NFIP Flood Zone is the property located in (e.g. V, A, B, etc.)? Zone AE

What is the Base Flood Elevation? 8.00 feet

**(This information can be obtained from the applicable Town or County.)**

Will any enclosures, such as entrances, storage areas, elevators, showers, skirting, utilities etc., be constructed below the first living floor? No **If so, indicate their location on the plans.**

**These structures must be located landward of the Building Line or elevated above Base Flood Elevation.**

Will any concrete, brick or asphalt be used for flooring, driveways, side walks, etc.? No

**If so, indicate their location on the plans. These structures must be located landward of the Building Line.**

**Placement of construction equipment or materials seaward of the DNREC Building Line is prohibited. Erection of sand fencing will be required to mark the Building Line.**

What mitigating measures will be taken in order to prevent disturbance and damage to the dune during construction? Disturbance of the dunes will be isolated within the LOD. Sand/silt fencing will be erected to mark the designated area to limit disturbance to areas adjacent.

Following construction, what steps will be taken to replant vegetation disturbed during construction or to vegetation bare areas in the dune and on the lot? Disturbed area of the dune will be refurbished to pre-existing conditions and revegetated.

**Please supply the following information:**

**All surveys must be originals, signed and sealed by a professional surveyor licensed in the State of Delaware. All plans must be approved by a registered professional engineer or architect licensed in the State of Delaware. Cantilevered decks must be designed and certified by an Architect or Engineer licensed in the State of Delaware.**

1. Copy of deed, lease, sales contract or other instrument showing legal interest of the property upon which work is to take place. *See Attachment A.*
2. Four copies of a **8 1/2" X 11"** plan (drawn to scale)(see attached examples), indicating:
  - a. A Topographic survey of the lot (at one foot intervals), both plan and profile views, which indicates the location of the DNREC Building Line with regard to the proposed structure on the lot. If a cantilevered deck is proposed as part of the construction, the survey must also show the seaward extent of the building or deck on the adjacent lot. *Refer to the attached drawings for the survey, plan and profiles, and the building line location.*
  - b. Foundation pile layout plan and detail of pile to beam attachment approved by a registered professional engineer or architect licensed in the State of Delaware, certifying compliance with local flood hazard zoning and construction ordinances. *N/A*
  - c. The location and dimensions of the proposed structure, modification, or additions, on the lot or parcel, clearly showing setback distances from front, back and side boundary lines. *Proposed locations of HDD entry pit, pipe and vault are shown on drawings.*
  - c. A profile view of the proposed construction (include area below first living floor) showing existing grade, proposed fill, proposed foundation, first floor elevation, stairs, heat pumps, etc. *Refer to drawings.*
3. Information regarding the average square footage (of the footprint of the living space) of adjacent structures as required by Step 3 of the 4 Step Process. *N/A*
4. For work other than construction of buildings, alternative or additional information may be required. Please contact the Division of Watershed Stewardship at (302) 739-9921 for additional information. *Final Plans attached.*
5. List names, Lot numbers and mailing addresses of all owners of property immediately adjacent to the project site. *See Attachment B.*



## CHECKLIST

1. ✓ Name and address of applicant/property owner and/or authorized agent.
2. ✓ Authorization statement for agent.
3. ✓ Copy of document showing legal interest of owner. See Attachment A
4. N/A Pile layout plan and attachment detail approved by Registered Engineer or Architect.
5. ✓ Profile and plan view survey prepared by licensed surveyor, locating the DNREC established Beach Preservation Building Line with regard to proposed structure on lot. See Drawings
6. ✓ Plan view of proposed structure clearly indicating placement on lot, proposed distances from property lines, and parking areas. See Drawings
7. ✓ Profile view of proposed structure including all proposed construction below first living floor and grading plan, if any. See Drawings
8. N/A Information regarding the average square footage (of the footprint of the living space) of adjacent structures as required by Step 3 of the 4 Step Process
9. ✓ Names and addresses of adjacent property owners. See Attachment B
10. ✓ Signatures of applicant/property owner and/or authorized agent.
11. N/A Application fee enclosed.

**Attachment A – Deauville Beach Lease**



State of Delaware  
Department of Natural Resources and Environmental Control  
**Delaware Division of Parks and Recreation**

89 Kings Highway  
Dover, Delaware 19901

October 23, 2013

Gregory J. Ferrese  
City Manager  
City of Rehoboth Beach  
229 Rehoboth Avenue  
Rehoboth Beach, Delaware 19971

RE: Deauville Beach Lease

Dear Greg:

Enclosed find two partially executed copies of an Agreement of Lease for Public Lands known as Deauville Beach. Please have these signed, notarized and returned to me with a check for \$2,500.00 made out to the Division of Parks and Recreation.

The Division would like to thank you, Mayor Cooper and the City Commissioners for working with us to continue our long-standing relationship at Deauville Beach. We feel the residents of Rehoboth Beach and the public in general are well-served by the City's management of this area.

If you have any questions, please feel free to contact me at 302-739-9235.

Sincerely,

A handwritten signature in cursive script that reads "Ron Vickers".

Ron Vickers, Manager  
Land Preservation Office

Enclosures

OCT 23 2013



*We're saving a place for you...*

AGREEMENT OF LEASE  
for  
PUBLIC LANDS  
known as  
DEAUVILLE BEACH

BETWEEN  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
AND  
CITY OF REHOBOTH BEACH

WHEREAS, there are Public Lands identified on the State of Delaware Public Lands Survey of 1977 as 2-NA, 2-NB and 2-NC located within the municipal boundary of Rehoboth Beach, Delaware and more commonly known as and herein referred to as Deauville Beach; and

WHEREAS, the supervision and control of public lands was transferred from the State Highway Department to the Department of Natural Resources and Environmental Control (hereinafter "Department") by means of 7 Del. Code, Chapter 45; and

WHEREAS, the Division of Parks and Recreation (hereinafter "Division") within the Department is responsible for the administration of Public Lands since 1980; and

WHEREAS, the Department and the City of Rehoboth Beach (hereinafter "City") entered into a ten (10) year Agreement of Lease beginning June 23, 1975 for the management of the Public Lands in Rehoboth Beach known as Deauville Beach and such Agreement of Lease was extended for an additional ten (10) years on May 1, 1985 and expired on April 30, 1995; and

WHEREAS, the Department and the City entered into a five (5) year Agreement of Lease beginning May 1, 1995 that expired on April 30, 2000; and

WHEREAS, by mutual acknowledgement of the Department, the Division and the City, the City continues to manage Deauville Beach under the terms of the last Agreement of Lease until present day; and

WHEREAS, the State of Delaware, Department of Natural Resources and Environmental Control, acting by and through the Division of Parks and Recreation, and the City of Rehoboth Beach, Delaware desire to continue their cooperative relationship and to enter into a new Agreement of Lease for the Public Lands known as Deauville Beach.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and pursuant to the mutual covenants, terms,

conditions, and restrictions contained herein, the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation and the City of Rehoboth Beach, Delaware enter into this Agreement of Lease.

WITNESSETH that the Parties hereto agree as follows:

1. Leased Premises. Division hereby leases to City and City hereby leases from Division all that certain tract, piece and parcel of land located in Lewes and Rehoboth Hundred, Sussex County and State of Delaware, identified in the Sussex County Assessment Office as Parcel Number 3-34-14.09-215 and identified on the Public Lands Survey of 1977 as Public Lands Parcels 2-NA, 2-NB and 2-NC, containing 21.56 acres more or less as represented in Exhibit A ("Property").

2. Term. The Term of this Lease shall be for a period of ten (10) years commencing on July 1, 2013 and terminating on June 30, 2023.

3. Administrative Fee. The City shall pay an administrative fee of Two Thousand Five Hundred Dollars (\$2,500.00) for the term of the lease, due upon execution of the lease.

4. Conditions of the Property. The Property is leased in its as-is condition. The Department and the Division have no obligation whatsoever to make any improvements or alterations thereto.

5. Use of Property. The City agrees that the Property shall be used as a public outdoor recreation area for such uses as including, but not limited to, a swimming beach, a volleyball area, a tennis area, and public parking for the Property. This public outdoor recreation area is subject to the provisions of Section 6(f) of the federal Land and Water Conservation Fund Act of 1964, as amended from time to time. All non-recreational use of the Property is subject to the same provisions.

6. Management and Maintenance. The City agrees to be responsible for all aspects of public land management including, but not limited to, enforcement, trash removal, and resolution of inappropriate use of the Property by neighbors and visitors. Division shall have no obligation to repair or to maintain the Property whatsoever or to make any replacements thereto. The City shall make all repairs and replacements and perform all maintenance in and to the Property as may be necessary or desirable to keep the Property in good order as a public outdoor recreation area.

7. Revenues. The City agrees that all revenues generated by use of the Property shall be used for the operation and maintenance of recreational services on the Property. Any excess revenues generated at the Property shall be used solely for park and recreation purposes in the City of Rehoboth Beach.

8. Compliance with Laws. The City agrees to comply with all laws, lawful orders, rules, regulations, licenses, and permits issued by any governmental authority that pertain to or affect the Property.

9. Indemnification. The City agrees to hold harmless, indemnify and defend the Department and its Secretary, the Division and its Director, and their employees, agents, contractors, personal representatives, successors, and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or death of any person or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties.

10. Insurance. The City shall maintain comprehensive general public liability insurance which shall include coverage for assumed or contractual liability under this Lease.

11. Property Improvements. No new above-ground utilities and no new facility development, including alterations, additions or improvements to existing facilities, shall commence on the Property without prior written approval from the Division. All costs for any approved work shall be at the City's expense unless the Division or a third party consents to share a portion of such costs.

12. Loss and Damage to the City's Property. The City shall be solely responsible for any and all injury, loss or damage to the City's personnel, equipment or personal property or to equipment and personal property of the City's agents, employees, invitees, or licensees that may be placed on or used at the Property.

13. Assignment and Subletting. The City shall not assign or transfer this Lease or any estate or interest granted herein. The City shall not sublet any part of the Property nor allow anyone to come in, with, through, or under the City.

14. Termination. Either Party hereto may terminate this Lease prior to its expiration date only with good and reasonable cause and only by means of a written notice as provided for herein. Such notice shall be given at least sixty (60) calendar days prior to termination.

15. Notices. All notices, demands and requests for communications which may be or are required to be given shall be in writing and shall be deemed to have been given only if delivered personally, mailed by certified or registered mail, return receipt requested, or delivered by overnight courier, addressed to the Parties at the addresses stated herein or to such other address as a Party may furnish in the foregoing manner. Notices shall be addressed:

If to Division: Delaware Division of Parks and Recreation  
89 Kings Highway  
Dover, Delaware 19901  
Attention: Director

If to City: City of Rehoboth Beach  
229 Rehoboth Avenue  
Rehoboth Beach, Delaware 19971  
Attention: City Manager

16. Modification. This Agreement of Lease contains the entire agreement between the Parties and cannot be modified except by an instrument signed by the Parties. This Agreement of Lease shall bind the Parties and their respective successors and assigns.

[End of text; signatures on following page.]

IN WITNESS WHEREOF, the Parties to this Agreement of Lease have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL

Charles R. Vicker  
Witness

BY:   
COLLIN P. O'MARA, SECRETARY

DIVISION OF PARKS AND RECREATION

  
Witness

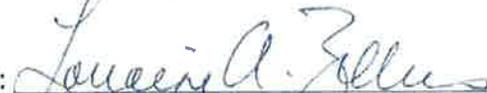
BY:   
CHARLES A. SALKIN, DIRECTOR

CITY OF REHOBOTH BEACH

\_\_\_\_\_  
Witness

BY:   
SAMUEL R. COOPER, MAYOR

\_\_\_\_\_  
Witness

BY:   
SECRETARY, COMMISSIONERS OF  
REHOBOTH BEACH

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF KENT )

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of October, 2013, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, COLLIN P. O'MARA, Secretary of the Department of Natural Resources and Environmental Control of the State of Delaware, Party of the First Part, known personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said Department.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.



Stephanie B. Anthony  
NOTARY PUBLIC

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF KENT )

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of October, 2013, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, CHARLES A. SALKIN, Director of the Division of Parks and Recreation, the State of Delaware, Party of the First Part, known personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said Division.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.



STATE OF DELAWARE )  
 ) SS.  
COUNTY OF SUSSEX )

BE IT REMEMBERED, That on this 4<sup>th</sup> day of November, 2013, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, SAMUEL R. COOPER, Mayor of Rehoboth Beach, Delaware, Party of the Second Part, known personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said city.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Barbara L. Bunting  
NOTARY PUBLIC

BARBARA L. BUNTING  
NOTARY PUBLIC  
STATE OF DELAWARE

STATE OF DELAWARE    )  
                                  ) SS.  
COUNTY OF SUSSEX    )

BE IT REMEMBERED, That on this 4<sup>th</sup> day of November, 2013, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, LORRAINE A. ZELGERS, Secretary of the Commissioners of Rehoboth Beach, Delaware, Party of the Second Part, known personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said city.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Barbara L Bunting  
NOTARY PUBLIC

BARBARA L. BUNTING  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Aug. 17, 2014



**Attachment B – Adjacent Property Owners**



## Adjacent Property Owners

| <b>District-Map-Parcel:</b> | <b>Owner(S) Names</b>   | <b>Property Address</b>                  | <b>Billing Address</b>                         |
|-----------------------------|---|--|--|
| 334-14.05-120.00            | Henlopen, Acres<br>Property Owners Corp                                       | Henlopen Acres, Part of<br>Blk.W-Duneway | PO Box 322<br>Rehoboth Beach, DE 19971         |
| 334-14.09-115.00            | Matan, Therese J & One<br>Henlopen LLC  | Reh Bch Cp Mtg Assn<br>Surf Ave          | 4021 Glenridge St<br>Kensington, MD 20895      |
| 334-14.09-116.01            | Warren, Katherine<br>Norton   | SW/Surf Ave 55' SE Of<br>Henlopen        | 6301 Broad Branch Rd.<br>Chevy Chase, MD 20815 |
| 334-14.09-116.02            | Triumph Capital ,<br>Investments LLLP   | SE Corner Surf Ave &<br>Henlopen Ave     | 6817 Sorrel St<br>Mclean, VA 22101             |
| 334-14.09-117.00            | Sommer, Michael S &<br>Barbara J Trustees                                     | Surf Ave Lot 51 & P/O Lot<br>52          | 51 Surf Ave<br>Rehoboth Beach, DE 19971        |
| 334-14.09-164.00            | Bacchieri, Gregg &<br>Stacey Bacchieri<br>Trustees                            | SW/Surf Ave Lot A                        | 102 Ironstone Ln<br>Kennett Square, PA 19348   |
| 334-14.09-164.01            | Bacchieri, Gregg &<br>Stacey Bacchieri<br>Trustees                            | SE Corner Surf Ave &<br>Columbia Ave     | 102 Ironstone Ln<br>Kennett Square, PA 19348   |
| 334-14.09-165.00            | Fitz, Michael T &<br>Michelle K Bingaman<br>Trustee                           | Surf Ave Lot 48                          | 42260 Green Meadow Ln<br>Leesburg, VA 20176    |
| 334-14.09-166.00            | Brown, David B &<br>Gweneth B   | Surf Ave Lot 47 W/Imp                    | 2506 Willard St<br>Wilmington, DE 19806        |
| 334-14.09-189.00            | Fischer, L Richard  | Surf Ave Lot 46 &<br>P/O Lot 45 Park Ave | 3606 Newark St NW<br>Washington, DC 20016      |
| 334-14.09-190.00            | Fischer, Kristen Nickole<br>& Ryan Thomas Fischer<br>& Justin Douglas Fischer | Surf Ave P/O Lots<br>2 44 & 45           | 3606 Newark St NW<br>Washington, DC 20016      |
| 334-14.09-191.00            | Nash, Bernard & Phyllis   | Cor. Surf Ave. &<br>Oak Ave. Lot 43 &    | 10771 Mcgregor Dr<br>Columbia, MD 21044        |
| 334-14.09-26.00             | Shedletsky, John J &<br>Andrea L  | Henlopen Acres Lot 4 Blk<br>V            | 200 Salmons Hollow Rd<br>Brewster, NY 10509    |
| 334-14.09-26.01             | Beacon Hill, Realty LLC   | Henlopen Acres Lot 5 Blk<br>V            | 1508 Applecroft Ln<br>Cockeysville, MD 21030   |



| <b>District-Map-Parcel:</b> | <b>Owner(S) Names</b>  | <b>Property Address</b>                  | <b>Billing Address</b>                    |
|-----------------------------|--|--|---|
| 334-14.09-27.00             | Smith, Charles R &<br>Carol V  | S/S Pine Reach E P/O Lots<br>2 & 3       | 4625 Holly Rd<br>Rockville, MD 20853      |
| 334-14.09-28.00             | Lingo, Bryce M   | Henlopen Acres Blk V Lot<br>1 1/2 & W    | PO Box 12 Rehoboth Beach,<br>DE 19971     |
| 334-14.09-29.00             | Fennell, Stephen A &<br>Barbara C Smith  | Henlopen Acres Lot 1 Blk<br>V            | 7213 Pomander Ln<br>Chevy Chase, MD 20815 |
| 334-14.09-215.00            | Delaware, State of   | Cor. of Surf Ave &<br>Henlopen Ave 21.27 | PO Box 778<br>Dover, DE 19903             |
| 334-14.10-1.00              | Worth , Alexander A &<br>Robert F Worth & John<br>H Worth & Eleanor M<br>Worth | Surf Ave Lots 41 & 42<br>Reh Bch Cp Mtg  | 1220 Park Ave<br>New York, NY 10128       |
| 334-14.10-2.00              | 39 Surf Inc  | Surf Ave Lots 39 & 40<br>Reh Bch Cp Mtg  | 7013 Wood Thrush Dr<br>Lanham, MD 20706   |
| 334-14.18-131.00            | Rehoboth, Town of S C<br>Marvel  | W Side Atlantic<br>Beach Front           | City Mgr<br>Rehoboth Beach, DE 19971      |