

## COUNTY COUNCIL

DOUGLAS B. HUDSON, PRESIDENT  
JOHN L. RIELEY, VICE PRESIDENT  
JANE GRUENEBAUM  
MATT LLOYD  
STEVE C. McCARRON



# Sussex County

DELAWARE  
sussexcountye.gov  
(302) 855-7743

## SUSSEX COUNTY COUNCIL

### A G E N D A

June 24, 2025

**1:30 P.M.**

#### Call to Order

#### Approval of Agenda

#### Approval of Minutes - June 17, 2025

[Draft Minutes 061725](#)

#### Reading of Correspondence

#### Public Comments

#### Consent Agenda

1. Use of Existing Wastewater Infrastructure Agreement  
Route 24 Waves Car Wash, West Rehoboth Area  
[Consent Agenda Waves Car Wash](#)
2. Use of Existing Wastewater Infrastructure Agreement – IUA 711-11  
Walden III, Herring Creek Area  
[Consent Agenda Walden III](#)

#### Todd Lawson, County Administrator

1. Administrator's Report



COUNTY ADMINISTRATIVE OFFICES  
2 THE CIRCLE | PO BOX 589  
GEORGETOWN, DELAWARE 19947

**Jamie Whitehouse, Planning & Zoning Director**

1. **Comprehensive Land Use Plan Annual Report**  
[Comp Plan Update](#)

**Mark Parker, Assistant County Engineer**

1. **Sugar Maple Farms Road Improvements**  
**A. Election Results & Project Authorization**  
[Sugar Maple Farms Rd Improvements](#)
2. **Stormwater BMP O&M Services On-Call Contract**  
**A. Change Order No. 2**  
[Stormwater BMP O&M CO No. 2](#)

**Patrick Brown, Project Engineer**

1. **James Farm Ecological Preserve, Project C23-21**  
**A. Change Order No. 6 – Final Balancing & Substantial Completion**  
[James Farm CO No. 6](#)

**Hans Medlarz, Project Manager**

1. **Farm Leases**  
[Double H Farms and M&M Farm Lease](#)  
**A. Reauthorization of Double H Farms Lease**  
  
**B. Reauthorization of M&M Farm Lease**

**Introduction of Proposed Zoning Ordinances**

[Ord Intros CU2500 CZ2028](#)

**Council Members' Comments**

**1:30 p.m. Public Hearings**

1. **Hocker Property Annexation of the Sussex County Unified Sanitary Sewer District (Millville Area, State Planning Area Level 2)**

[Public Hearing Hocker Property](#)

2. [Conditional Use No. 2571 filed on behalf of The Nature Conservancy](#)

**“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL FOR A FIELD OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 3.80 ACRES, MORE OR LESS” (The property is lying on the north side of Round Pole Bridge Road [S.C.R. 257], approximately 3,910-feet north of Cave Neck Road [S.C.R. 88]) (911 Address: 27167 Round Pole Bridge Road, Milton) (Tax Map Parcel: 235-15.00-29.00)**

[Public Hearing CU2571](#)

**Adjourn**

**-MEETING DETAILS-**

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on June 17, 2025 at 4:15 p.m. and at least seven (7) days in advance of the meeting.

This Agenda was prepared by the County Administrator and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the meeting.

Agenda items may be considered out of sequence.

The meeting will be streamed live at <https://sussexcountye.gov/council-chamber-broadcast>.

The County provides a dial-in number for the public to comment during the appropriate time of the meeting. **Note, the on-line stream experiences a 30-second delay.**

Any person who dials in should listen to the teleconference audio to avoid the on-line stream delay.

To join the meeting via telephone, please dial:

**Conference Number: 1-302-394-5036**

**Conference Code: 570176**

Members of the public joining the meeting on the telephone will be provided an opportunity to make comments under the Public Comment section of the meeting and during the respective Public Hearing.

The Council meeting materials, including the “packet”, are electronically accessible on the County’s website at: <https://sussexcountye.gov/agendas-minutes/county-council>.



**SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, JUNE 17, 2025**

**A regularly scheduled meeting of the Sussex County Council was held on Tuesday, June 17, 2025, at 10:00 a.m., in Council Chambers, with the following present:**

<b>Douglas B. Hudson</b>	<b>President</b>
<b>John L. Rieley</b>	<b>Vice President</b>
<b>Jane Gruenebaum</b>	<b>Councilwoman</b>
<b>Matt Lloyd</b>	<b>Councilman</b>
<b>Steve C. McCarron</b>	<b>Councilman</b>
<b>Todd F. Lawson</b>	<b>County Administrator</b>
<b>Gina A. Jennings</b>	<b>Finance Director</b>
<b>J. Everett Moore, Jr.</b>	<b>County Attorney</b>

**The Invocation and Pledge of Allegiance were led by Mr. Hudson.**

**Call to  
Order**

**Mr. Hudson called the meeting to order.**

**M 261 25  
Approve  
Agenda**

**A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, to approve the Agenda as presented.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Minutes**

**The minutes from June 10, 2025 were approved by consensus.**

**Correspondence**

**There was no correspondence.**

**There were no public comments.**

**Public  
Comment**

**Presentation  
/SCLT**

**Mr. Ring Lardner, Chairman of the Sussex County Land Trust presented Council with an update and presentation. Mr. Lardner shared pictures and updates on properties purchased by the Land Trust. Mr. Lardner reviewed what has been completed and the work that is scheduled to be completed in the future.**

**Appoint-  
ment  
Library  
Board**

**Mr. Lawson reported that there is a vacancy in District 5 for the Library Advisory Board, and it is recommended to appoint Ms. Mary Holloway. In addition, a reappointment is needed in District 3 for Candace Collette Vessella for the Library Advisory Board.**

**M 262 25  
Approve  
Library**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron, be it moved that the Sussex County Council approve the appointment of Ms. Mary Holloway to the Library Advisory Board effective immediately until June**

**Board  
Appointment**

**2028.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**M 263 25  
Approve  
Library  
Appointment**

**A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that moved that the Sussex County Council approve the reappointment of Ms. Candace Collette Vessella to the Library Advisory Board effective immediately until June 2028.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Adminis-  
trator's  
Report**

**Mr. Lawson read the following information in his Administrator's Report:**

**1. Delaware State Police Activity Report**

**The Delaware State police year-to-date activity report for May 2025 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 192 troopers assigned to Sussex County for the month of May.**

**2. Holiday Schedule**

**County offices will be closed on Thursday, June 19<sup>th</sup>, in observance of the Juneteenth holiday. Offices will reopen on Friday, June 20<sup>th</sup>.**

**[Attachments to the Administrator's Report are not attached to the minutes.]**

**Public  
Hearing/  
Assessment  
Rolls**

**A Public Hearing was held for the Assessment Rolls for Sewer and Water Districts. Mrs. Jennings reported that the Assessment Rolls reflect the County's records for equivalent dwelling units (EDUs) and billable front footage for each sewer and water district. These records have been made available in the billing office for public inspection and review. These records are subject to individual appeal via the Board of Assessment Review. Mrs. Jennings noted that this Public Hearing is on the list of properties and their applicable front footage and EDU's that will be billable by the rates**

established in the rate ordinance.

There were no public comments.

The Public Hearing and public record were closed.

**M 264 25**  
**Adopt**  
**Assessment**  
**Rolls**

A Motion was made by Mr. Rieley, seconded by Mr. McCarron, that be it moved that the Sussex County Council adopts the Assessment Rolls for the Sussex County Unified Sanitary Sewer and Water District for the period July 1, 2025 through June 30, 2026.

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;**  
**Mr. Lloyd, Yea; Mr. Rieley, Yea;**  
**Mr. Hudson, Yea**

**Public**  
**Hearing/**  
**Annual**  
**Service**  
**Charges**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS”.

Mrs. Jennings reviewed highlights of the sewer and water budget. (A comprehensive presentation was given at the May 20, 2025, meeting).

There were no public comments.

The Public Hearing and public record were closed.

**M 265 25**  
**Adopt**  
**Ordinance**  
**No. 3098/**  
**Annual**  
**Service**  
**Charges**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to Adopt Ordinance No. 3098 entitled “AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SANITARY SEWER DISTRICTS”.

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;**  
**Mr. Lloyd, Yea; Mr. Rieley, Yea;**  
**Mr. Hudson, Yea**

**Public**  
**Hearing/**  
**Increase**  
**Sheriff Fees**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, § 62-15 OF THE CODE OF SUSSEX COUNTY TO INCREASE VARIOUS FEES CHARGED BY THE SHERIFF”.

**Mrs. Jennings reviewed highlights of the Proposed Ordinance. (A comprehensive presentation was given at the May 20, 2025 meeting).**

**There were no public comments.**

**The Public Hearing and public record were closed.**

**M 266 25**  
**Adopt**  
**Ordinance**  
**No. 3099/**  
**Increase**  
**Sheriff Fees**

**A Motion was made by Mr. McCarron, seconded by Mr. Lloyd to Adopt Ordinance No. 3099 entitled “AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, § 62-15 OF THE CODE OF SUSSEX COUNTY TO INCREASE VARIOUS FEES CHARGED BY THE SHERIFF”.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;**  
**Mr. Lloyd, Yea; Mr. Rieley, Yea;**  
**Mr. Hudson, Yea**

**Public**  
**Hearing/**  
**FY26**  
**Annual**  
**Budget**

**A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE ESTABLISHING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026”.**

**Mrs. Jennings reviewed highlights of the Proposed Ordinance. (A comprehensive presentation was given at the May 20, 2025 meeting).**

**Mrs. Jennings reported that two public comments were received through the online portal. Those comments were distributed to the Council Members and made part of the record.**

**There were no public comments.**

**The Public Hearing and public record were closed.**

**M 267 25**  
**Adopt**  
**Ordinance**  
**No. 4000/**  
**FY26**  
**Annual**  
**Budget**

**A Motion was made by Mr. Rieley seconded by Ms. Gruenebaum to Adopt Ordinance No. 4000 entitled “AN ORDINANCE ESTABLISHING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026”.**

**Motion Adopted: 4 Yeas, 1 Absent**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Absent;**  
**Mr. Lloyd, Yea; Mr. Rieley, Yea;**  
**Mr. Hudson, Yea**

**Aloft Lease**  
**Agreement**

**Andrew Harton, Economic Development Manager presented a proposed lease agreement with Pats Aircraft, LLC dba Aloft AeroArchitects for Council’s consideration.**

**M 268 25**  
**Approve**

**A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum, that be it moved that the Sussex County Council approve the lease agreement with**

**Aloft Lease Agreement**     **Pats Aircraft, LLC d/b/a Aloft AeroArchitects, in the Delaware Coastal Business Park, to be located at 21583 Baltimore Avenue, Georgetown, DE for the purpose of providing engineering services, design services, and the manufacturing of component parts for the aviation industry, as well as to house the Aloft Academy.**

**Motion Adopted:     4 Yeas, 1 Absent**

**Vote by Roll Call:     Ms. Gruenebaum, Yea; Mr. McCarron, Absent;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Two Taxilanes & Tie-Downs**     **Bob Bryant, Airport Manager presented an approval to submit FAA airport infrastructure grant applicant and authority of signature of FAA grant offer for Council's consideration.**

**M 269 25 Approve Two Taxilanes & Tie-Downs Project**     **A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum, that be it moved based on the recommendation of the Sussex County Engineering Department that the Sussex County Council approve the submittal of one Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) application in the amount of \$285,950 which will pay 95% of the total project cost of \$301,000 for work association with construction of two taxi lanes and tie-downs – phase 1 design project.**

**Motion Adopted:     5 Yeas**

**Vote by Roll Call:     Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**M 270 25 Approve Authority to Sign**     **A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum, that be it moved based on the recommendation of the Sussex County Engineering Department that the Sussex County Council give approval to the Sussex County Administration and authority of signature for one federal aviation administration (FAA) airport infrastructure grant offer in the amount of \$285,950 which will pay 95% of the total project cost of \$301,000 for work associated with the new construction two taxilanes and tie-downs phase 1 design project.**

**Motion Adopted:     5 Yeas**

**Vote by Roll Call:     Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Construct Parallel Taxiway**     **Bob Bryant, Airport Manager presented task order 6 – construction administration services for construct parallel taxiway B for Council's consideration.**

**M 271 25**  
**Approve**  
**Task Order**  
**6/Taxiway B**

**A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it moved based on the recommendation of the Sussex County Engineering Department that the Sussex County Council approve Delta Airport Consultants Task Order No. 6 in the amount of \$375,000 for construction administration services for work associated with continued construction of parallel taxiway B – phase II.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Kings Hwy**  
**Utility**  
**Relocation**

**Hans Medlarz, Project Manager presented a request for approval of DelDOT letter agreement T202512901 – Kings Highway Sussex County sewer relocation, phase I for Council’s consideration.**

**M 272 25**  
**Approve**  
**Kings**  
**Highway**  
**Relocation**  
**project**

**A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that be it moved based upon the recommendation of the Sussex County Engineering Department, that County Council approve and authorize the Engineering Department to sign the DelDOT letter agreement associated with the Kings Highway Advanced Utility Relocation, Phase I.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Proposed**  
**Ordinance**  
**Introduct-**  
**ions**

**Mr. Hudson introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A SITE DEVELOPMENT BUSINESS WITH OFFICE AND OUTDOOR STORAGE AND PARKING TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.45 ACRES, MORE OR LESS” filed on behalf of Rennie Hunt.**

**Mr. Hudson introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A SITE DEVELOPMENT BUSINESS WITH OFFICE AND OUTDOOR STORAGE AND PARKING TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.38 ACRES, MORE OR LESS” filed on behalf of Rennie Hunt.**

**Mr. McCarron introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-**

**1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 10.48 ACRES, MORE OR LESS” filed on behalf of Jeffrey Baughman.**

**The Proposed Ordinances will be advertised for a Public Hearing.**

**Council Member Comments**      **Mr. Lloyd made a comment regarding his upcoming appointments for the Board of Adjustment and Planning & Zoning Commission as both of his appointments are up.**

**M 273 25 Go Into Executive Session**      **At 11:02 a.m., a Motion was made by Mr. McCarron, seconded by Mr. Lloyd entering into an Executive Session for the purpose of discussing matters related to land acquisition, personnel, job applicant qualifications and pending & potential litigation.**

**Motion Adopted:      5 Yeas**

**Vote by Roll Call:      Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Executive Session**      **At 11:12 a.m., an Executive Session was held in the Basement Caucus Room to discuss matters related to land acquisition, personnel, job applicant qualifications and pending & potential litigation. The Executive Session concluded at 12:30 p.m.**

**M 274 25 Reconvene**      **At 12:32 p.m., a Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum to come out of the Executive Session and go back into the Regular Session.**

**Motion Adopted:      5 Yeas**

**Vote by Roll Call:      Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**E/S Action**      **There was no action related to Executive Session matters.**

**M 275 25 Recess**      **A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to recess until 1:30 p.m. Public Hearings.**

**Motion Adopted:      5 Yeas**

**Vote by Roll Call:      Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**M 276 25**      **At 1:30 p.m., a Motion was made by Mr. Rieley, seconded by Ms.**

**Reconvene**

**Gruenebaum to reconvene.**

**Motion Adopted: 5 Years**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Rules**

**Mr. Moore read the rules of procedures for zoning hearings.**

**Public  
Hearing/  
CU2524**

**A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 5.41 ACRES, MORE OR LESS” (properties are lying on the south side of Lynch Road [S.C.R. 387A], approximately 0.18 mile southeast of Lighthouse Road [Rt. 54]) (911 Addresses: 32190 & 32198 Lynch Road, Selbyville) (Tax Map Parcels: 533-17.00-164.08 & 164.09) filed on behalf of Brian Rowe.**

**Jamie Whitehouse, Planning & Zoning Director, presented the application.**

**The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 6 reasons and 11 recommended conditions of approval as outlined.**

**The Council found that Mr. Brian Rowe and Mrs. Caitlin Rowe were present on behalf of their application.**

**Mr. Rowe stated that he and his wife own and operate Rowe Property Maintenance, LLC, a small family business located on the same property as their residence; that the reason for applying did not arise from any known complaints from their neighbors or community and are simply asking permission to continue operating the business as it has been; that a tremendous amount of time and money was spent in recent years to mitigate any impacts the business has on neighbors and expanding community; that the property was originally an active poultry farm that his parents operated throughout his childhood until about 1998; that his father started the original business as poultry repair and farm maintenance business and it morphed into a landscape maintenance company in the following years until health reasons forced him to take a position with the Sussex County Engineering Department where he worked until his passing; that in his senior year of high school, he decided to restart the landscaping business operating out of a retired manure shed after his father's passing; that his mother subdivided the property, affording him the opportunity to build his house next to the shop; that his mother still resides in the original house; that the company has grown with the recent growth in the area; that he wants to follow all the proper rules and laws which lead to**



**Public  
Hearing/  
CU2524  
(continued)**

submitting the conditional use application; that the company currently operates 12 trucks, 6 trailers and various pieces of equipment with the current staff of 15 employees as shown on the site plan; that there is ample parking for current employees and business assets in addition with room to expand; that some employees carpool, some take home company vehicles, and on larger commercial projects employees will meet directly at the job site; that the typical hours of operation are 6:30 a.m. to 6:30 p.m. Monday through Friday; that they do offer commercial snow removal and also hold contracts with the state, particularly DelDOT that require some night operations; that he would ask for some flexibility within typical hours of operation since the business is largely dependent on the weather, they work some Saturdays when inclement weather during the week disrupts their schedule; that there is the ability to turn off backup alarms while in the yard; that there is on site fuel for vehicles and equipment and the tanks are properly labeled and contained as required; that they perform MPM services on vehicles and equipment in the shop; that all fluids and chemicals are properly stored and a waste management company dispose of, said fluids and chemicals; that palletized and bulk materials are stored on the property to be used in daily operation; that bulk material is stored in concrete landscape bins located at the rear of the property; that most palletized material is stored in the repurposed poultry house; that yard waste that is moved from jobs is stored in a separate concrete bin wall enclosure where it is loaded into a roll off dumpster and hauled to a recycling facility as needed; that there is no grinding or burning of yard waste on site; that there is a properly stabilized topsoil stockpile that they periodically screen and use for projects; that the bulk of the soil is used to create additional landscape berms to better mitigate any impact it may have on the neighbors; that there are several large landscape berms installed to reduce visibility, noise and light pollution; that the barn at the rear of the property and the Northwest property line have been planted with rows of Green Giant arborvitae trees to help further reduce operations impacts on the community; that the existing berm along the road has also been landscaped to provide neighbors with a more aesthetically pleasing view; that if approved, the current building shown on the site plan with no future office will be demolished and a new building will be erected in its place; that they do not currently offer any retail or wholesale sales and do not plan to offer in the future; that the proposed office will be for our employees only, with the occasional client or sales representative meeting; that a single 32 square foot lighted sign meeting the requirements is requested; and that the ability to have the family business located on the same property as his home provides the unique opportunity to incorporate his young children into the ins and outs of entrepreneurship, even if it's just a quick lunch break with them before heading out to the next job.

There were no public comments.

The Public Hearing and public record were closed.

**M 277 25**  
**Amend**  
**Condition E/**  
**CI2524**

**A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to amend Condition E to insert a period after as-needed basis and remove the rest of the sentence.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**M 278 25**  
**Adopt**  
**Ordinance**  
**No. 4001/**  
**CU2524**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron to Adopt Ordinance No. 4001 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 5.41 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows and as amended:**

- 1. The property is located on a 5.41-acre parcel of land where the Applicant resides. The property was an active poultry farm operated by the Applicant’s family that evolved into a poultry and farming equipment repair business. The Applicant is seeking to continue that business with conditional use for his landscaping business.**
- 2. The site is located within the Town Center Area according to the Sussex County Comprehensive Plan. This type of use is appropriate within this Area.**
- 3. The property is zoned AR-1 Agricultural Residential. The use of the property as a landscaping business is consistent with the underlying agricultural zoning of the property and the prior agricultural use of the property.**
- 4. The use will not adversely affect area roadways or neighboring properties.**
- 5. A landscaping company provides a service to a wide variety of Sussex County residents and businesses, and it has a public or semi-public character that will benefit the residents and businesses of Sussex County.**
- 6. There was no opposition to this application.**
- 7. This recommendation is subject to the following conditions:**
  - a. This use shall be limited to a landscaping business that performs off-site landscaping work.**
  - b. No manufacturing shall occur on the site. This prohibition includes the shredding or grinding of any materials and also includes the dyeing of mulch or similar materials.**
  - c. As stated by the Applicant, there shall not be any retail sales occurring from the site.**
  - d. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
  - e. The hours of operation shall be limited to 6:30 a.m. through**

**M 278 25  
Adopt  
Ordinance  
No. 4001/  
CU2524  
(continued)**

- 6:30 p.m., Monday through Friday. There shall not be any Saturday or Sunday hours. However, the Applicant shall be able to operate beyond these hours on an as-needed basis.**
- f. The Applicant shall comply with all DelDOT requirements, including any entrance or roadway improvements.**
  - g. Since this property also includes the Applicant's residence, the Final Site Plan shall clearly show the area where this landscaping business will be located on the property.**
  - h. The Final Site Plan shall clearly show all areas for vehicle and equipment storage and parking, and these areas shall be clearly marked on the site itself. There shall not be any parking or storage within the property's setbacks.**
  - i. All vehicle and equipment repairs shall occur indoors on the site, with all fuel, oils, and other liquids appropriately stored and disposed of.**
  - j. Failure to comply with any of these conditions may be grounds for termination of the Conditional Use approval.**
  - k. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Public  
Hearing/  
CU2484**

**A Public Hearing was held on a Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A BOAT REPAIR FACILITY WITH OUTDOOR BOAT AND RV STORAGE, A LANDSCAPE BUSINESS, AND A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.371 ACRES, MORE OR LESS" (property is lying on the southwest side of Layton Davis Road [S.C.R. 312-A], approximately 0.82-mile southeast of John J Williams Highway [Rt. 24]) (911 Address: N/A) (Tax Map Parcel: 234-34.00-53.00) filed on behalf of Dick Ennis, Inc.**

**Jamie Whitehouse, Planning & Zoning Director, presented the application.**

**The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning Zoning Commission recommended approval of the application for the 8 reasons and 13 recommended conditions of approval as outlined.**

**The Council found that Ms. Shannon Carmean Burton, Esq. was present on behalf of the Applicant, Dick Ennis, Inc. who has applied for a Conditional Use in a General Residential (GR) District for the purposes of operating a boat repair and sales facility with outdoor boat and RV storage,**

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(continued)**

a landscape business, and a construction business; that also in attendance were Dick Ennis and Ken Christenbury, P.E. with Axiom Engineering, LLC.; that exhibit booklets have been submitted into the record which include an amended deed for the property, the staff analysis showing other approved conditional uses in close proximity to the property, the proposed conditional use site plan, the DelDOT service level evaluation response; that the Applicant has received multiple letters in support of the application which have been submitted into the record; that a map was shown detailing the location of the letters received in support and the letters received in opposition; that most of the letters received in support are from property owners on Layton Davis Road and the ones in opposition are located pretty far away from the property; that the property is located on the southwest side of Layton Davis Road approximately .85 miles southeast of John J. Williams Highway; that it contains approximately 5.371 acres and is currently unimproved; that it is owned by Marshall and Geneva Harris who have entered into a contract to sell the property to the Applicant; that the contract is contingent upon the County Council's approval of this Conditional Use Application in addition to all agency approvals of the Conditional Use Site Plan; that the Applicant proposes to develop the property in three phases which is depicted on the Site Plan.

Ms. Carmean Burton introduced Mr. Ken Christenbury to provide an overview of the project.

Mr. Christenbury stated that there are several conditional uses within a mile of the site; that it's an agricultural use; that there are some residential properties in the surrounding area; that the entire area is zoned GR; that the staff analysis indicates the conditional uses in the area; that the use of conditional use to provide for businesses in rural areas is not uncommon and the growth in this area certainly has increased the need for all kinds of businesses and boat storage certainly is in demand in this part of Sussex County; that the Applicant is proposing a 20-foot forested buffer; that Phase 1 is going to be the boat repair building here, a small rental office, and just inside the perimeter buffer will be a security fence for the outdoor boat storage; that Mr. Ennis stated that all of the repair work will be completed inside; that Phase 2 is simply a single family home for a site manager; that Phase 3 would be the home building contractor office; that the parking requirements will be met; that the boat storage in this area is in high demand; and that there would be about five employees at the end of Phase 1 and ten employees by the end of Phase 3.

Ms. Carmean Burton stated that the proposed use of the property is a permitted conditional use under the zoning code, and it is consistent with the purposes and the goals of the comprehensive land use plan; that the property is located in a GR district; that the 2018 Sussex County Comprehensive Plan update future land use map indicates that this property has a land use designation of coastal area; that the coastal area is a growth area and stated that appropriate mixed-use development should be allowed and doing so however, careful mixtures of homes with like

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(continued)**

commercial office and institutional uses can be appropriate to provide for convenience services and to allow people to work close from home; that the proposed project is appropriate and compatible with the goals and directions of the coastal area of the comprehensive plan, as its purpose is to provide convenient areas for businesses that will serve and address the needs of this rapidly growing area; that there is a need for the uses proposed by the Applicant in this area of Sussex County; that there are many nearby residential developments as well as apartment complexes that prohibit the storage or parking of boats and RV's within the communities; that there is always a need for lawn care and landscape services as well as construction services; that this property provides an appropriate and convenient location to address all of those needs; that the proposed use is also consistent with the character and the commercial trend of development in this area; that there have been 30 conditional use applications within a one mile radius of this site, including but not limited to one that was recently approved and that conditional use on Layton Davis Road; that for other uses, such as office storage, multifamily residential recreation and other uses with the conditions and limitations that are being proposed by the Applicant, the proposed uses will not have an adverse impact on neighboring properties or the community; that the proposed uses are of a public or a semipublic character, and it is desirable for the general welfare and convenience of neighboring properties and uses in the area; that there have been multiple letters submitted in support of this application; that the 2020 Delaware Strategies for State Policies and spending identify the property as being located in an Investment Level 2 area where the state does support growth in the near future and indicates that state investments and policies should support and encourage a wide range of uses and Investment Level 2 areas; that the proposed conditional use does not require any public funds for the use, and it is consistent with the state policies and spending for this area; that the proposed use will have no significant impact on traffic and DelDOT did not recommend that a traffic impact study be performed for the proposed uses; that there was a concern of speed; that this is for boat and RV storage; that typically vehicles go slower in a RV or when pulling a boat; that based on the flood insurance map, the entire property is located in an area designated as Zone X, which is an area determined to be outside the 500 year floodplain; that the property will also be served by an on-site well and on-site wastewater treatment disposal system; that the Applicant proposes that the conditional use be limited to the following land uses of lawn care and landscape business repair and maintenance of boats and recreational vehicles, boat and outboard engine sales, outdoor storage of boats and recreational vehicles, Custom Home Builder office and indoor storage, and one single family detached dwelling is proposed the above land; that the Applicant is proposing phases for the development; that building permits shall not be issued until the phase, including the building has received final site plan review and approval from the following agencies Delaware Department of Transportation, Sussex Conservation District, Delaware State Fire Marshall's office, Delaware Department of Natural Resources and Environmental Control, and the Sussex County Planning

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(continued)**

and Zoning Commission; that the hours of operation shall be from sunrise to sunset; that all security lighting shall be shielded and downward screened so that it does not shine on neighboring properties; that the storage areas shall be covered with a pervious stabilizing material; that the location and type of material shall be shown on the final site plan; that the conditional use shall be subject to all DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to this site; that the entrance drive from Layton Davis Road to the property shall have a paved width of at least 24 feet to accommodate vehicles with boat trailers and RV's, and to allow sufficient space for such vehicles to safely wait to exit the property onto the state road; that any boat, fuel or hazardous materials shall be stored in accordance with all applicable regulations; that one sign shall be permitted on the property and it shall not exceed 32 square feet in size; that the perimeter of the property shall be fenced with a 6-foot high chain link security fence; that there shall be a landscape buffer between the outside of the fence and the perimeter of the property to screen views from adjoining properties and the landscape buffer shall be 20 feet wide; that the final site plan shall indicate the plantings to be provided in the buffer areas; that the final site plan for each phase shall depict or note these conditions and shall be subject to the review and approval of the Sussex County Planning and Zoning Commission; that for the reasons presented and based on the public record, the proposed conditional use is appropriate under the comprehensive plan as it is consistent with the surrounding land uses, the character and the trend of development in this area, the zoning and it does provide a convenient and central location to services that will benefit the present and future inhabitants of our County, it also meets the general purpose of the zoning ordinance as a public or semipublic use essential and desirable for the general convenience, growth, order, prosperity and welfare of the County; and that for these reasons, that they respectfully request that the Council approve this Conditional Use request subject to the proposed conditions.

**Public comments were heard.**

**Mr. Carl Ewing spoke in opposition of the proposed application; that his property is a two bedroom cottage; that he has owned the property nearby for about 14 years; that the biggest problem is that this property is in the center of an agricultural plot; that this type of application will be visible almost 360 degrees from any direction; that if you go at the center point and look out, there is no businesses nearby; that River Road follows the Indian River for about 4 miles; that you can enjoy looking out at the fields, woods, etc. from this road; that there is nothing of heavy duty maintenance in this area; that if this is rejected, this property will not loose the value; that he believes that this will affect the community; that it will affect every piece of property that can see this operation; that this will bring lights, noise, boats and boats that may be under repair for a long period of time; that this is zoned a certain way for a reason.**

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(continued)**

**Mr. Rich Schuler spoke in opposition of the application; that last summer his well was impacted; that it is quiet in this area; that his concern is that if this business is allowed, he questioned if they go could go out and around rather than go down Layton Davis Road; that this will impact the traffic on River Road; that the lighting at night is a concern to him since this is in his backyard.**

**The Public Hearing and public record were closed.**

**M 279 25  
Adopt  
Ordinance  
No. 4002/  
CU2484**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron to Adopt Ordinance No. 4002 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A BOAT REPAIR FACILITY WITH OUTDOOR BOAT AND RV STORAGE, A LANDSCAPE BUSINESS, AND A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 5.371 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:**

- 1. The Applicant seeks approval for an RV and boat storage and boat repair facility along with his landscaping and construction businesses on approximately 5.37 acres of land.**
- 2. There is a need for the use proposed by the Applicant in this area of Sussex County. There are many nearby residential developments that prohibit the storage or parking of boats and RVs within them. This is an appropriate, convenient location that addresses the need for off- site storage of their boats and RVs.**
- 3. The Applicant’s landscaping and construction companies also provide a service to a wide variety of Sussex County residents and businesses, and it has a public or semi-public character that will benefit the residents and businesses of Sussex County.**
- 4. The site is located within the Coastal Area according to the Sussex County Comprehensive Plan and its Future Land Use Map. This use is appropriate in that area according to the Plan.**
- 5. The project, with the conditions and stipulations imposed upon it, will not have an adverse impact upon the neighboring properties or community.**
- 6. There are a variety of residential and small business users in the vicinity of this site, including a similar storage facility nearby on Layton Davis Road. This proposed use is compatible with these other area uses.**
- 7. No parties appeared in opposition to this Application and there are several letters in support of the Application that are part of the public record.**
- 8. This recommendation for approval is subject to the following conditions:**
  - a. The use shall be limited to the repair and storage of boats, RV storage and the Applicant’s landscaping and construction**

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Adopt  
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(continued)**

- businesses. No other storage of vehicles or equipment shall occur on the site. The boat repairs shall include work such as marine motor repair, fiberglass work and bottom scraping and painting.
- b. The facility shall only be accessible from 6:00 a.m. until dusk and access to the site shall be locked to prevent after-hours access.
  - c. All security lighting shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.
  - d. No more than 133 boats and RVs shall be permitted on the site. The storage spaces for these boats and RVs shall be shown on the Final Site Plan and clearly marked on the site itself. In addition, the storage areas shall be covered with pervious stabilizing material.
  - e. The use shall be subject to all DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to the site. The entrance drive from Layton Davis Road to the site shall have a paved width of at least 24-feet to accommodate vehicles with boat trailers and RVs.
  - f. All chemicals, oils, hazardous materials and fuel shall be stored in accordance with all applicable regulations.
  - g. One lighted sign shall be permitted on the site. It shall not exceed 32 square feet in size.
  - h. No junked or unregistered boats, trailers or RVs shall be stored on the site.
  - i. There shall be a 20-foot-wide forested or vegetated buffer on the outside of the perimeter fencing around the entire site to screen it from the view of neighboring properties and roadways. The location and type of trees and vegetation within this buffer shall be shown on the Final Site Plan. This buffer must be installed as part of the initial phase of operation of this Conditional Use.
  - j. No manufacturing shall occur on the site. This prohibition includes the shredding or grinding of any materials and also includes the dyeing of mulch or similar materials.
  - k. The Final Site Plan shall clearly show all areas where the boat repair work will occur as well as the areas for boat and RV storage and the parking associated with the landscaping and construction businesses. These areas shall also be clearly marked on the site itself. There shall not be any parking, storage or repair work permitted within the property's setbacks.
  - l. Failure to comply with any of these conditions may be grounds for termination of the Conditional Use approval.
  - m. The final site plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;**



**Mr. Hudson, Yea**

**Public  
Hearing/  
CU2503**

**A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR ENERGY FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 33.69 ACRES, MORE OR LESS” (property is lying on the east side of Normandy Lane, a private lane accessed off E. Seventh Street) (911 Address: N/A) (Tax Map Parcel: Tax I.D. No.: 132-1.00-11.00) filed on behalf of Hastings Community Energy Initiative, LLC.**

**Jamie Whitehouse, Planning & Zoning Director, presented the application.**

**The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 10 recommended conditions of approval as outlined.**

**The Council found that Mr. David Hutt, Esq., was present on behalf of the Applicant, Hastings Community Energy Initiative, LLC.; that also in attendance were Vincent Moschella of EC Solar which is the affiliate of the Applicant, Michael Redding, Director of Civil Engineering, John Falkowski, P.E. with Becker Morgan, and Whitney Pogwist who is a representative of the family ownership group of this property.**

**Mr. Hutt stated that this application deals with renewable energy, which is a primary focus of national, local, and state governments; that in 2021 Governor Carney signed a law requiring Delaware's renewable standards to increase to 40% by 2035, which basically means that's the percentage of Delaware's energy that must come from renewable energy sources such as solar energy; that as part of the laws that were enacted in 2021 as part of that renewable portfolio standard, a process was established in Delaware for what is designated in that statute as Community owned energy facilities; that the Council is familiar with these application as there have been many of them over the past year or two; that in addition to the governmental mandates, businesses are making similar pledges and promises; that many companies have promised to their shareholders and consumers that they're going to decrease their environmental footprint by becoming carbon free energy users by year 2035; that in order for governments, businesses and even individuals to accomplish these goals to convert renewable energy sources like sunlight into energy, applications like this are necessary; that this application is for a 3.75 MW facility on approximately 15 1/2 acres of a property that's a little more than 33 acres just south of the town of Blades; that this application is a Community Energy facility of the kind of the nature he just described from Title 26, Chapter 10 of the Delaware Code; that the entrance will be located off of Route 13 through a recorded easement; that the easement is located just south of the location of The Guide; that the State Strategies**

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(continued)**

map shows this area having a mixtures of Levels 1, 2 and 3 Investment Area; that the Comprehensive Plan shows this area as a developing area; that the south is low density; that to the east is a commercial area; that to the north is the Town of Blades.

Mr. Hutt introduced Mr. John Falkowski to provide an overview of the project.

Mr. Falkowski stated that Normandy Lane will not be used for either construction or permanent maintenance access and nothing will be disturbed on that road; that all access will be taken off the highway, through the existing entrance; that it is a paved access that eventually quits and will be extending that road into the site for both construction and permanent access with a 16 foot wide gravel road; that the road will continue down the 40 foot easement to where the property starts; that the property is mostly wooded; that the fifteen and half acres will be cleared to make room for the solar array; that any existing vegetative buffer will left; that the fenced array area will be fenced and planted with a pollinator meadow mix to help reduce stormwater runoff; that there will be stormwater management offset that will be required as part of this project; that it will be a typical agricultural fence with four inch openings and it would have the mesh screening, although in this property they propose that the mesh screening be on the north side and the west side, where it is in close proximity to the neighbors; that the Applicant requests that the south side not receive that mesh screening as it it's directly adjacent to wooded property in Morgan's branch; that the woods would be cleared with the area of the array and an area outside the array which will be left stumped and with vegetation to grow back; that there will be a vegetated buffer along the north side approximately 60 foot in width on that north side; that there is 150-foot buffer that is between the subject property and the adjacent neighborhood, so that will remain in place as well, although they do not control it as it is a connective easement; that the Applicant is working with Sussex Conservation District on the proposed stormwater management; that there is no increase in traffic with these types of facilities, typically one to two vehicles a month just to maintain the property; that it is a renewable energy source that does not produce odors, dust, gas, smoke or fumes; that any inverters will be centrally located and very low to no noise coming from those that equipment; that runoff reduction that will be required of the project, whether that's through a pond and a combination of the meadow grass will be provided; that at the gated access to the facility, there will be a knox box provided with a turnaround for the fire department for those emergency provisions to the facility; that there will be decommissioning plan provided for the project; that a community meeting with residents from a nearby community was held; that questions for them were answered during that community meeting; that because there will be clearing of 15 plus acres of woods, ECA and the Applicant are committed to providing a conservation easement on another parcel within the Nanticoke watershed. Mr. Moschella stated that the plan at the time is for them to hold the easement themselves;

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CU2503  
(continued)**

that they have had conversations with a conservation group; that it is undecided what the final fate will be at this time; that the effect of CO2 was discussed.

Ms. Whitney Hastings Pogwist stated that she is one of the property owners; that the property has been in her family for a long time; that they have sat on the property for a long time; that they considered storage or townhomes; that she was interested in the concept of solar as the property will stay in their ownership and eventually their children would inherit it; that they get to keep the property in their name for 30 years; that this is a way to use for their retirement.

Mr. Hutt stated that these Community energy solar facilities are of a public or semi-public character that are desirable for the general convenience and welfare of Sussex County and meets the conditional use standard set forth in section 115-171; that this is consistent with goals 7.3 of the county's comprehensive plan, which encourages the use of renewable energy options like solar arrays and facilities; that there are the two conditions that are unique to this application; that proposed condition C is that mesh covered screening be on the northern side and the western side which is the closest sides of the solar facility to the residential uses and not on the other sides where there's a larger expanse of woods next to the solar facility; that the Applicant will create a landscape buffer along those areas; that he read condition I which discusses a conservation easement; that there was a recommended condition regarding fencing placed by the Planning Commission; that the additional screening is requested to not be on the southern and eastern sides; that a document was provided regarding mesh fencing; that it will allow for wildlife and habitat connectivity; that the applicant requests to modify condition C; that the request is for the Council to adopt the Ordinance with the modification of condition C; that Mr. Michael Redding stated that the project will have \$2-\$3 million value; that Mr. Moschella stated that they made a commitment to the neighbors that they will reserve capacity to subscribe to this project for residents in Blades and Seaford; that they committed that they will assist them directly to enroll in the program.

Public comments were heard.

Mr. Ed Pettyjohn stated that he owns the farm near this property; that he thinks that this is better than developing it into a housing area; that his grandfather gave his family this property; that this is a way to benefit his son; that he has solar on his home; that solar has reduced his bill.

Mr. Bill Andrew, retired CEO of Delaware Electric Cooperative stated that these type of projects are important; that we need all of the local generation that we can get; that solar energy is less expensive; that there are a lot of extra costs that go into electricity to bring it to the Peninsula; that the project saves about 10 percent off of Delmarva Power customers that are subscribed; that the project saves money and provides many benefits; that

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CU2503  
(continued)**

he believes that this is a good project.

Mr. Keith Redmond spoke in support of the Application; that he represents the Little Meadows community adjacent to the subject property; that the community is in favor of this project; that this project is good for Sussex County.

Mr. Edward Adamcheck stated that he is not in favor of the design; that he would like the placement of the invertors moved to another location; that there is not a lot of room between the invertors and his house; that he is concerned about noise from the invertors; that people brought in the community due to it being quiet; that it is a 55+ community.

The Public Hearing and public record were closed.

**M 280 25  
Defer  
Action/  
CU2503**

A Motion was made by Mr. Lloyd, seconded by Mr. Rieley to defer action on a Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR ENERGY FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 33.69 ACRES, MORE OR LESS".

**Motion Adopted: 5 Yeas**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Public  
Hearing/  
CU2583**

A Public Hearing was held on a Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS" (property is lying the south side of Coastal Highway [Rt. 1], approximately 0.2-mile northwest of the intersection of Coastal Highway [Rt. 1] and Dartmouth Drive [Rt. 9]) (911 Address: 17996 Coastal Highway, Lewes) (Tax Map Parcel: 334-6.00-526.01) filed on behalf of Tharros Village (C/O Code Purple at The Cape).

The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 7, 2025, the Planning & Zoning Commission recommended approval of the application for the 9 reasons and 15 recommended conditions of approval as outlined.

Jamie Whitehouse, Planning & Zoning Director, presented the application.

The Council found that Mr. Alex Burns, Esq., was present on behalf of the

**Public  
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CU2583  
(continued)**

**Applicant; that in the Commission recommendation, it stated that it is undisputed that there is a homelessness crisis in Sussex County. This is recognized in Chapter 8 of Sussex County's Comprehensive Plan; that at the time the Plan was drafted in 2017 and 2018, more than 1,000 people were homeless in Sussex County, with many of those individuals sleeping in shelters or on the street; that this number has increased since that time; that to address this, Objective 8.1.3 of the Comprehensive Plan states that the County should, "reduce homelessness and displacement in Sussex County", with Strategies for doing so including 8.1.3.1 and 8.1.3.4, which state that the County should "Coordinate with non-profit and other stakeholders working to reduce homelessness in Sussex County" and "Consider ways to reduce homelessness and displacement in the County"; that these Objectives and Strategies are addressed by this Application; that the Commission found that this location is appropriate; that the location will be opened from early Spring until the fall; that an agreement with OMB, the owner of the parcel was submitted in the record yesterday; that there will be no more than 28 tents; that they will be responsible to set up the campground and remove it after the licensed agreement; that he requested that the application be acted on today.**

**The Council found that Mr. Frank Arena spoke about the application. Mr. stated that Tharros is rooted in respect, hope and dignity; that they have a self-governance model; that they have 300 plus volunteers that provide various services, help and assistance; that they have a wonderful reach among the faith community; that this is about the residents; that once they staff and build out the 28 residences, they will have an election for a Mayor; that there will an internal person that will be voted on to set the tone to work with the residents and leadership; that they are believers in empowerment, peer guided rules, regulations and consequences; that their camp has many privileges and amenities that are desirable by the residents such as portable showers, portable toilets, food services, trash removal and Beebe health coming in; that they have a partnership with First State Community Action Agency; that the individuals value the village and want to be there; that they work with Troop 7 to have a trooper pass by throughout the day; that this is a hand up not a hand out to get individuals back on the right track; that they work with them to stabilize their living situation; that they then bring in case management to help them make the next step; that they want to allow them to become independent; that an expectation is that they are employed at an average of 20 hours a week or they are actively involved in volunteering in the program that they have set up or enrolled in an educational program; that everyone is held accountable for working, volunteering or going to school; that they have a ton of community engagement; that St. Jude the Apostle is for men and Lutheran Church of our Savior for women; that anyone that is struggling with any kind of drug addiction problem, they have a direct line to get people enrolled; that they require successful completion of the program, having a sponsor and attending AA or NA meetings and following a 12-step program; that they had to close Code Purple on March 15<sup>th</sup>; that he asked for approval of their conditional use request; that the property is 7.2 acres**

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CU2583  
(continued)**

with roughly two acres of wetlands; that DelDOT uses approximately one-half acre; that Tharros Village will utilize the other half-acre; that they have a zero tolerance for drug and alcohol use; that they are building platforms out of pallets covered by sheetrock and then they are sealed; that they are 4 to 5 inches off of the ground; that it runs until November 30<sup>th</sup>; that they provide propane individual heaters when the weather gets colder; that they are working with other State agencies; that the model is Hope House which was a property that was originally built as a hotel; that there are housing and services located in that building; that there is an immediate need; that this is not a permanent solution; that there is a tremendous sanitation problem that exists in the woods.

Mr. Burns stated that the license with the state expires November 30<sup>th</sup> and within 7 days everything must be cleaned up on the site.

Mr. Arena stated that the entire area will be fenced and there will be a knock box so that the vehicles will be able to get in as needed; that they will have security cameras that will monitor what is going on; that their volunteers will be there twice a day; that the State Police has agreed to do property checks twice a day.

Ms. Gruenebaum commended them for the work that is being done; that this is one small project for a limited time; that this hearing is about a single request to provide an important service for our community.

Public comments were heard.

Mr. John Dean spoke about the application; that he has been working with Code Purple for three years; that they do not have the perfect solution; that if this project is not approved, then these people will be out in tents.

Mr. Ray Ahl spoke about the application; that he wanted to express his support for this project; that we would all like to have a perfect solution; that this will allow 28 people out of the woods in unsanitary conditions; that this is a start; that this gives them a structure, food, healthcare, work; that the hope is by the end of the year some of them will go into housing; that he asked for support of this application.

Mr. Steven Smith spoke about the application; that he lives right outside where the people are camping; that there used to be a place where people could go inside across from Big Fish and people would bring in food; that since then, it has been a disaster; that homeless people are always going to be displaced; that he encouraged the Council to vote yes on this proposal; that he has some questions about this approach, however, this will improve the living conditions for people.

Mr. Carl Ewing spoke about the application; that he took the position of being an overnight host; that many of them have jobs and some have cars; that trying to live in the Lewes and Rehoboth area and finding something

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CU2583  
(continued)**

affordable is near impossible; that during the winter months, they gave them a place to sleep; that these people have a work or volunteer requirement; that at the minimal pay and living in the area is tough; that this provides people an opportunity with a place to stay; that this is a start; that he is a member of St. Vincent De Paul; that they constantly get called for places to stay; that there are limited places and funds.

**The Public Hearing and public record were closed.**

**M 281 25  
Adopt  
Ordinance  
No. 4003/  
CU2583**

**A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to Adopt Ordinance No. 4003 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:**

- 1. This Application seeks approval for a campground for unhoused citizens of Sussex County by providing a location for essential shelter and services in a dignified and supportive space with community support. The ultimate goal of this facility is to provide a pathway for individuals to obtain housing independence.**
- 2. It is undisputed that there is a homelessness crisis in Sussex County. This is recognized in Chapter 8 of Sussex County’s Comprehensive Plan. At the time the Plan was drafted in 2017 and 2018, more than 1,000 people were homeless in Sussex County, with many of those individuals sleeping in shelters or on the street. This number has increased since that time. To address this, Objective 8.1.3 of the Comprehensive Plan states that the County should, “reduce homelessness and displacement in Sussex County”, with Strategies for doing so including 8.1.3.1 and 8.1.3.4, which state that the County should “Coordinate with non-profit and other stakeholders working to reduce homelessness in Sussex County” and “Consider ways to reduce homelessness and displacement in the County”. These Objectives and Strategies are addressed by this Application.**
- 3. There was testimony in the record that this program will be structured, with programming and on-site supervision. It is also assisted through meals provided by its various support organizations.**
- 4. This location is appropriate for this use. It is the adaptive re-use of a vacant state-owned property at little cost to the Applicant. The site is located along Route One with the employment opportunities and the various transit options that exist there, including DART. It is also conveniently located near its support facilities including healthcare and the voluntary community support organization.**
- 5. The use compliments the existing cold-weather shelters that**

**M 281 25  
Adopt  
Ordinance  
No. 4003/  
CU2583  
(continued)**

- operated in the Cape Region during the colder months, but not the warmer months. This facility will be open from early spring until the fall.
6. This location is within the Coastal Area according to the Comprehensive Plan's Future Land Use Map. This is an appropriate location for this type of facility.
  7. There was no opposition to this Application during the public hearing and there is no compelling evidence in the record that the use will have a negative effect on area roadways or nearby properties.
  8. There was substantial public support for this Application through letters and testimony addressing the need for it, the appropriate location, the existing support system and other relevant factors.
  9. This use satisfies the purpose of a conditional use under our Sussex County Zoning Code. Because it addresses homelessness in Sussex County, it has a public or semipublic character and is essential and desirable for the general convenience and welfare of Sussex County and its residents.
  10. This recommendation is subject to the following conditions:
    - a. The property shall be operated as a seasonal campground for the unhoused. There shall be no more than 28 tents with no more than 28 adults residing at the facility at any one time. No other improvements (other than DelDOT improvements) shall be permitted on the site. No vehicles shall be used for shelters on the site.
    - b. The facility shall be supervised at all times, with only authorized individuals permitted to reside at the location. As stated by the Applicant, there is a list of the individuals who are authorized to reside at the location. This list shall be kept by the Applicant and maintained on the site at all times for inspection by first responders, EMS and other organizations supporting the Applicant's efforts.
    - c. The use shall comply with any applicable state agency requirements that may apply, including, but not limited to those required by DelDOT, DNREC, DSHA, the Sussex Conservation District, and the State Fire Marshall's Office.
    - d. There shall be sufficient sanitary facilities on the site for the use, with regular cleaning and maintenance. These facilities shall be shown on the Final Site Plan.
    - e. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
    - f. All sanitary facilities, dumpsters and trash receptacles shall be enclosed and screened from the view of neighboring properties or roadways. No trash shall accumulate on the site, and the dumpsters and trash receptacles shall be regularly emptied.
    - g. As stated by the Applicant, off-site lockers or storage facilities shall be provided for the occupants of the site to prevent an accumulation of personal articles outside of the individual tents.



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CU2583  
(continued)**

- h. All entrance and roadway improvements and any other DelDOT requirements shall be completed as required by DelDOT.**
- i. The campground shall be surrounded by a 50-foot landscaped buffer.**
- j. As stated by the Applicant, there shall be a 6-foot tall, galvanized fence around the site, incorporating the existing DelDOT chain-link fencing as necessary. Although gates are shown on the preliminary drawings, these gates shall not prevent access by EMS vehicles and first responders or vehicles needing to access the sanitary facilities or trash receptacles. The location of this fencing with unimpeded access to the site as described here shall be shown on the final site plan.**
- k. The entire facility may open no earlier than March 1st of each year and shall close no later than November 30th of each year. All tents, sanitary facilities, trash containers and other items supporting the use of the property by the Applicant shall be removed from the property when it is not permitted to be in use.**
- l. The Applicant shall identify all “dwellings” in the vicinity of the property that require a 400-foot buffer pursuant to Section 115-172H(3) of the Sussex County Code. All campsites and cabins shall be a minimum of 400-feet from any dwelling that exists at the time of Final Site Plan approval, or a variance from this request shall be obtained from the Board of Adjustment.**
- m. The failure to comply with any of these conditions may be grounds for the termination of this Conditional Use.**
- n. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.**
- o. The Applicant shall provide the Sussex County Planning and Zoning Commission and County Council with a report on the program at this site prior to January 15, 2026. The report shall include verified data about the number of residents at the site during 2025, the success rate of residents finding more permanent housing, the number of EMS and/or police calls to the site while occupied, and any other information that the applicant deems relevant. This report, along with any additional information provided by County Staff regarding the site, shall be provided to the Sussex County Planning & Zoning Commission and County Council prior to February 1, 2026.**

**Motion Adopted: 3 Yeas, 2 Nay**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Nay;  
Mr. Lloyd, Nay; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Mr. Lloyd and Mr. McCarron voted no for the reasons stated.**

**Public  
Hearing/**

**A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-**

CU2557

**1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE PREPARATION, PROCESSING AND STORAGE OF MATERIAL IN RELATION TO AN EXISTING BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 82.32 ACRES, MORE OR LESS” (property is lying on the east side of Cedar Lane [S.C.R. 318] and the west side of Peterkins Road [S.C.R. 317], approximately 500 feet south of Governor Stockley Road [S.C.R. 432]) (911 Address: N/A (Tax Map Parcel: 133-3.00-6.00) filed on behalf of Stockley Materials, LLC.**

**Jamie Whitehouse, Planning & Zoning Director, presented the application.**

**The Planning & Zoning Commission held a Public Hearing on the application on April 16, 2025. At the meeting of May 21, 2025, the Planning & Zoning Commission recommended approval of the application for the 8 reasons and 13 recommended conditions of approval as outlined.**

**The Council found that Mr. David Hutt, Esq. was present on behalf of the Applicant, Stockley Materials, LLC, that also in attendance are Mr. Ken Adams, a principal of Stockley Materials and Mr. Mark Davidson, Principal Land Planner with the Pennoni Group.**

**Mr. Hutt stated that this application is for approximately a six-acre portion of an 82-acre site; that questions have been raised about the property and the conditional use application; that this Conditional Use seeks to allow wood, whether that's in the form of a tree, shrubbery, root mass, similar organics to be brought to this six-acre site to be recycled; that when clearing or site work is done, there is a need for a location to take those materials to be recycled; that there is currently a borrow pit on this property which was approved on April 21, 2009 – CU 1770 and Ordinance No. 2045; that the CU 1770 application was to expand a pre-existing Borrow Pit; that there are special requirements for a borrow pit and one is that no material may be brought from off the site for processing, mixing or similar use; that at the March 26, 2009 Public Hearing before the Planning Commission, Mr. Jim Baxter testified that the property had been used for a borrow pit for at least 85 years; that he also commented that as a boy, he remembered going to this property and getting a load of good clay for packing to be put in the chicken house; that in 1948, that when he returned from the war, he purchased the property across the street which is for agricultural use; that this is a separate application because it proposes to allow materials to be brought to the site for processing and recycling; that the properties that surround this facility are all in the Low Density Area, except the property immediately to the north of that property which is in the Developing Area on the future land use map; that the Georgetown's wastewater treatment plant to the north is within the Developing Area; that this property and all the surrounding properties are zoned AR-1; that the same entrance to the borrow pit would be utilized for this conditional use; that it is approximately six acres back from the entrance; that the Applicant is proposing a 30-ft. wide landscaped buffer**

**Public  
Hearing/  
CU2557  
(continued)**

including a berm between this six-acre area and the four residential lots on Cedar Lane; that the Applicant proposes to surround the site with a reinforced silt fence to distinguish between the uses and make sure the recycling process stays within the six-acre area; that it is not in a flood zone area; that an on-site porta potty would be provided for employees; that water would be provided by a truck; that there is an irrigation system with water from the borrow pit which would be used to keep dust down; that in DelDOT's response to the service level request the impact on traffic would be diminutive, meaning less than 50 trips per day; that there is a screener on the site; that the screener has a volume of 85 decibels at 10 ft. which is about the same as a vacuum cleaner; that the noise diminishes over space and there is over 440 feet to the nearest dwelling; that a grinder is proposed for this conditional use but would be used on a limited basis and would operate less frequently than the screening machine; that all equipment that would be used are already use on the site; that this project is of a semi-public or public character because the service that Stockley Materials provides is a necessity; that under Delaware law several years ago, zero waste principles were adopted and then codified within the Delaware Code; that they are found in Title 7 and Chapter 60, and one of those sections is section 6056; that the goal is to keep things out of the landfill and have them processed so that they are reused and recycled; that the Applicant has to file an annual report stating the quantity of materials recycled; that the reports are due by February 15<sup>th</sup> each year; that Stockley Materials recycled 6,684 tons last year in organic debris; that 1,435 tons were recycled in yard waste; that Mr. Mulch recycled 4,250 tons in trees and branches and 2,875 tons in yard waste; that 15,244 tons of organic materials were recycled between the two businesses; that this keeps it out of the landfills; that letters of support were received from 44 businesses speaking about the need for this type of facility; that there were 26 letters of support submitted earlier; that during the Commission meeting, there were concerns expressed; that the Commission asked Mr. Whitehouse and his staff to perform an inspection of the property; that on April 28, 2025, Mr. Whitehouse inspected the property along with Mr. Costello, Mr. Short and Mr. Rogers; that there is a 17 page detailed report that was completed regarding activities on the site and their review of the previous CU; that it was noted that the berm near the entrance be repaired to remove all waste vegetation; that there were references made to drainage and flooding concerns; that the applicant asks its engineering firm to reach out to Conservation District; that Jessica Watson and Jim Elliott from the Conservation District responded that they were not aware of any drainage concerns; that DNREC has a reporting system for drainage concerns; that the nearest complaint was in 2019 on Cedar Lane; that the most recent complaint is along Zoar Road in 2024; that a concern was raised about the traffic; that the report shows that on the busiest day, it was about half of the approved amount by the original Conditional Use; that it also shows that there are many days when there are no truckloads; that the Commission recommended approval of the application; that some of the conditions were discussed and reviewed.

**Public  
Hearing/  
CU2557  
(continued)**

**Public comments were heard.**

**Mr. Baxer spoke in favor of the application; that his grandfather spoke about the previous Conditional Use; that this is useful for the next generations; that many times farm fields are used as dumping sites.**

**Ms. Robin Freeze spoke in opposition of the application; that she lives on the other side of the property; that she is not in total opposition of this; that she moved here because she loves the Delaware lifestyle; that she appreciates Stockley Materials; that they have doubled in size since she moved there; that she requests that the buffer go all the way around; that they get terrible dust from the business.**

**Mr. Adams committed to extending the term as requested.**

**The Public Hearing and public record were closed.**

**M 282 25  
Defer  
Action/  
CU2557**

**A Motion was made by Mr. Rieley, seconded by Mr. Lloyd to defer action on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR THE PREPARATION, PROCESSING AND STORAGE OF MATERIAL IN RELATION TO AN EXISTING BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 82.32 ACRES, MORE OR LESS”.**

**Motion Adopted: 5 Years**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**M 283 25  
Adjourn**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron to adjourn at 4:57 p.m.**

**Motion Adopted: 5 Years**

**Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea;  
Mr. Lloyd, Yea; Mr. Rieley, Yea;  
Mr. Hudson, Yea**

**Respectfully submitted,**

**Tracy N. Torbert  
Clerk of the Council**

*{An audio recording of this meeting is available on the County’s website.}*



## ENGINEERING DEPARTMENT

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW  
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# Sussex County

DELAWARE  
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MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

### Memorandum

TO: Sussex County Council  
The Honorable Douglas B. Hudson, President  
The Honorable John L. Rieley, Vice President  
The Honorable Jane Gruenebaum  
The Honorable Matthew R. Lloyd  
The Honorable Steven C. McCarron

FROM: John J. Ashman   
Director of Utility Planning & Design Review

RE: *Existing Wastewater Infrastructure Use Agreement*  
*Rte. 24 Waves Car Wash IUA 2024-16*  
*File: OM 9.01*

DATE: June 24, 2025

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **CDG Rehoboth, LLC** for **Rte. 24 Waves Car Wash** project in the **West Rehoboth Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Waves Car Wash** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **CDG Rehoboth, LLC** will contribute **\$12,314.00** for the financial catch-up contribution of the existing infrastructure to serve **16.00** Equivalent Dwelling Units. Payment is required prior to connection to the county infrastructure.



## **EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT**

### **Rte. 24 Waves Car Wash IUA 2024-16**

THIS AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**SUSSEX COUNTY**, a political subdivision of the State of Delaware, hereinafter called the "County," and;

**CDG REHOBOTH, LLC** a limited liability corporation and developers of a project known as **Route 24 Waves Car Wash**, hereinafter called the "Developer."

### **WITNESSETH:**

**WHEREAS**, Developer is developing a tract of land identified as Tax Map parcel 334-12.00-115.00 to be known as **Waves Car Wash** ("Project") and;

**WHEREAS**, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

**WHEREAS**, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect **16.00** additional equivalent dwelling units to County's existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of **\$12,314.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution will be required prior to connection to the county infrastructure.**
- (5) All the conditions of this agreement must be disclosed to any and all third-party purchasers of the project and/or part of the project prior to the time of settlement.

- (6) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (7) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (8) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (9) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (10) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (11) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (12) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (13) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance



of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (14) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (15) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (16) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (17) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (18) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (19) 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.

Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 1440 N. Edgewood Street. Floor 4, Suite 118 Arlington VA 22201.

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands and seals the day and year aforesaid.

**FOR THE COUNTY:**

{Seal}

By: \_\_\_\_\_  
(President - Sussex County Council)

\_\_\_\_\_ (DATE)

ATTEST:

\_\_\_\_\_  
Tracy N. Torbert  
Clerk of the County Council

**FOR CDG REHOBOTH, LLC**

By: \_\_\_\_\_ (Seal)  
Jonathan Ackaoui

\_\_\_\_\_ 6/10/2025 (DATE)

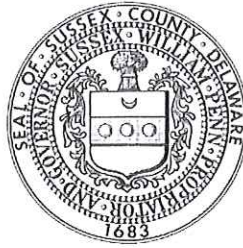
WITNESS:

\_\_\_\_\_

## ENGINEERING DEPARTMENT

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DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

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# Sussex County

DELAWARE  
sussexcountype.gov

MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

### Memorandum

TO: Sussex County Council  
The Honorable Douglas B. Hudson, President  
The Honorable John L. Rieley, Vice President  
The Honorable Jane Gruenebaum  
The Honorable Matthew R. Lloyd  
The Honorable Steven C. McCarron

FROM: John J. Ashman   
Director of Utility Planning & Design Review

RE: *Existing Wastewater Infrastructure Use Agreement*  
*Walden III IUA 711-11*  
*File: OM 9.01*

DATE: June 24, 2025

The Existing Wastewater Infrastructure Use Agreement is an arrangement that collects financial contributions based on development built out flows for available capacity in the existing wastewater transmission infrastructure previously funded by the County while at the same time eliminating the granting of "oversizing" credits.

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Burton's Pond, LLC** for **Walden III** project in the **Herring Creek Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Walden III** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Burton's Pond, LLC** will contribute **\$17,030.00** for the financial catch-up contribution of the existing infrastructure to serve **21.00** Equivalent Dwelling Units. Payment is required prior to beneficial acceptance of the on-site collection system for each Phase.



## **USE OF EXISTING INFRASTRUCTURE AGREEMENT**

### **WALDEN III IUA-711-11**

THIS AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**SUSSEX COUNTY**, a political subdivision of the State of Delaware, hereinafter called the "County," and;

**BURTON'S POND, LLC**, a Delaware Limited Liability Company and developer of a project known as **Walden III**, hereinafter called the "Developer."

### **WITNESSETH:**

**WHEREAS**, Developer is developing several tracts of land identified as Tax Map parcel 234-17.00-29.00 to be known as **Walden III** (Project") and;

**WHEREAS**, the Project has been annexed into the Sussex County Unified Sanitary Sewer District (Herring Creek Area) and;

**WHEREAS**, the Project will utilize available capacity in existing wastewater infrastructure previously funded by Sussex County.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, which is hereby acknowledged by both parties as sufficient consideration, the parties hereby agree as follows:

- (1) Developer is proposing to utilize County's existing transmission capacity by connecting to an existing regional pipeline used by multiple pump stations, therefore avoiding off-site facilities construction.
- (2) In exchange for permission to connect up to **21.00** equivalent dwelling units to County's existing transmission system and to utilize the existing capacity in said system, Developer agrees to a financial catch-up contribution towards the debt service of said transmission facilities in the amount of **\$17,030.00**.
- (3) The contribution amount in the case of multiple pump stations using an existing transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution must be submitted prior to receiving substantial completion of the on-site collection system.**
- (5) If the Project (as currently approved) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) 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.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **20184 Phillips Street, Rehoboth Beach DE 19971**.

IN WITNESS, WHEREOF, the respective parties hereto have affixed their hands  
and seals the day and year aforesaid.

**FOR THE COUNTY:**

{Seal}

By: \_\_\_\_\_  
(President - Sussex County Council)

\_\_\_\_\_ (DATE)

ATTEST:

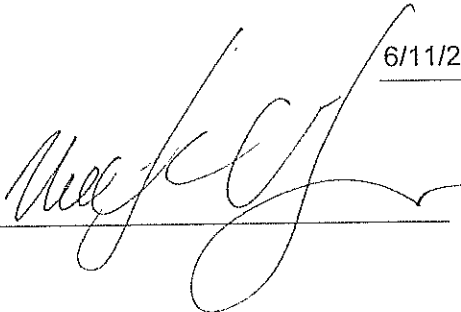
\_\_\_\_\_  
Tracy Torbert  
Clerk of the County Council

**FOR BURTON'S POND, LLC**

By: Tim Green (Seal)  
Timothy Green

6/11/2025 (DATE)

WITNESS:



## COUNTY COUNCIL

DOUGLAS B. HUDSON, PRESIDENT  
JOHN L. RIELEY, VICE PRESIDENT  
JANE GRUENBAUM  
STEVE C. MCCARRON  
MATT LLOYD



# Sussex County

DELAWARE  
sussexcountyde.gov

(302) 855-7743

## REPORT TO THE GOVERNOR'S ADVISORY COUNCIL ON PLANNING

### SUSSEX COUNTY, DELAWARE

2024-2025

June 24, 2025

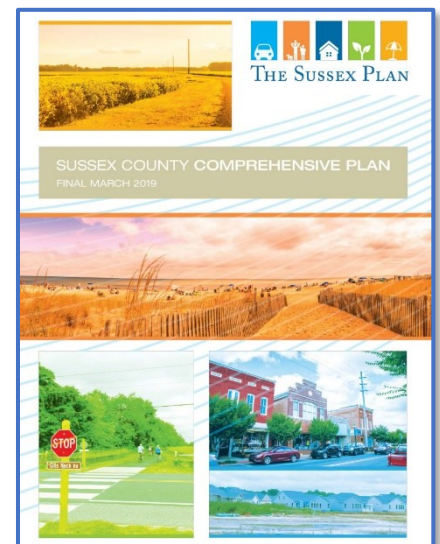
### INTRODUCTION

This is the sixth annual report regarding Sussex County's 2018 Comprehensive Plan ("the Plan"), which was adopted by the Sussex County Council on Tuesday, December 4, 2018. The Plan was subsequently certified by Governor John C. Carney on March 19, 2019, as being in compliance with Title 9, Chapter 69, Subchapter II (The Quality of Life Act) of the Delaware Code.

This report is intended to comply with Title 9, Section 6958 of the Delaware Code. Delaware law mandates that all Counties and municipalities have a Comprehensive Plan in place. Counties and municipalities must review and update those plans for State certification every 10 years, while also providing annual updates on the progress of implementation.

### NEW INITIATIVES

In the July 2024 to June 2025 reporting year, Sussex County has undertaken a number of initiatives to implement the strategies within the Comprehensive Plan. In accordance with the structure and format of the Comprehensive Plan, the initiatives are summarized below based on the different elements within the Comprehensive Plan.



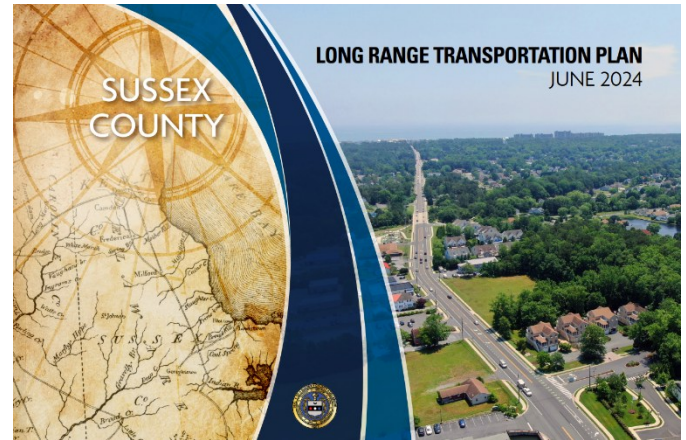
COUNTY ADMINISTRATIVE OFFICES  
2 THE CIRCLE | PO BOX 417  
GEORGETOWN, DELAWARE



## **MOBILITY/TRANSPORTATION**

### **Sussex County Long Range Transportation Plan, 2024**

In June 2024, Sussex County and the Delaware Department of Transportation (“DelDOT”), completed the Sussex County Long Range Transportation Plan for Sussex County. This document provides a useful summary of 2020 US Census data, the long-range plan to protect the safety of all roadway users, and ways to increase multi-modal transportation options across Sussex County.

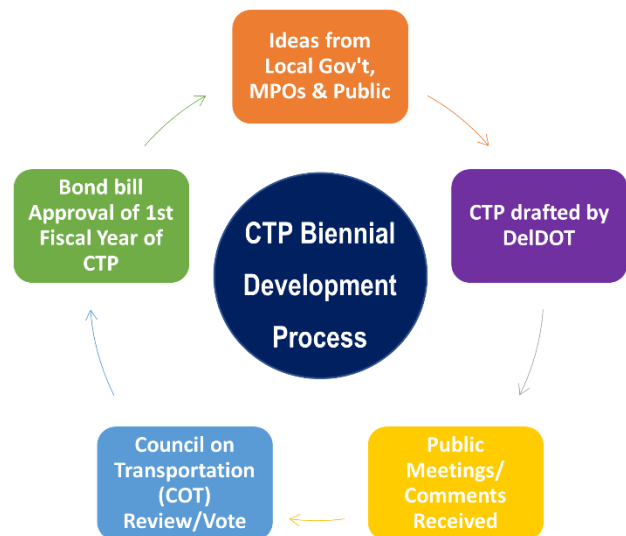


The document also considers the emergence of new technologies and ways in which new technologies can be used to increase safety for all roadway users.

The Long-Range Transportation Plan is an important document that will inform the update of the Mobility element in the County’s next 10-year Comprehensive Plan update, which is due to commence in CY 2026.

### **FY 27-32 Capital Transportation Program (“CTP”) Update for Sussex County**

Every two years, the State of Delaware Department of Transportation (“DelDOT”) develops a 6-year Capital Transportation Program (CTP) that identifies anticipated capital investments for the transportation network in Delaware. This program is developed in cooperation with the Salisbury-Wicomico Metropolitan Planning Organization, and Sussex County. The program provides information on various



DelDOT capital and maintenance programs and the estimated cost expenditures for the project phasing of a capital project that are anticipated in each specific fiscal year. Due to the size and scale

of CTP projects that are accepted into the CTP, most CTP projects are multi-year projects that can take several years to design and build. Road maintenance and day-to-day repairs, such as road patching projects, are usually not included in the CTP, as the State of Delaware has separate projects for road maintenance.

A link to an online map showing the CTP Projects, which are currently within the CTP, can be found at the link below:

[Capital Transportation Program \(CTP\) - Delaware Department of Transportation \(delDOT.gov\)](https://delDOT.gov/ctp)

On February 3, 2025, Sussex County invited the public to submit suggestions for the upcoming 2027-2032 Capital Transportation Program request. Submissions for new potential projects were accepted through Monday, March 24, 2025. During this period, the County received 74 ideas from the Public. These were reviewed and, where there were overlapping ideas for the same roads, combined into a condensed list of potential projects. On April 25, 2025, Sussex County submitted its recommendation to DelDOT for those projects that the County wished to be considered for potential acceptance into the next CTP Update.

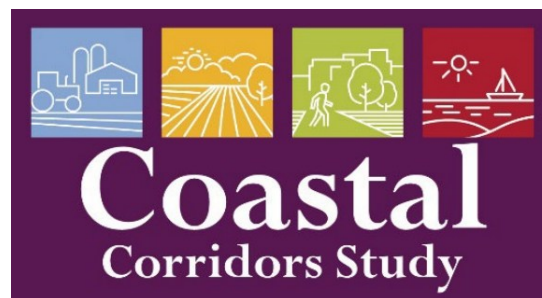
It is anticipated that DelDOT will publish a draft Capital Transportation Program (CTP) in fall 2025, and that public meetings on the draft CTP will follow. Whilst the County has a role in identifying potential new CTP Projects within the County, the final list must be evaluated by the State's Council on Transportation ("COT"). The Council serves in an advisory capacity to the Secretary, Deputy Secretary, Directors of the Department of Transportation and the Governor on issues relating to transportation and other matters which may aid the Department in providing the best possible transportation services for the traveling public.

#### Coastal Corridors Study and Monitoring Committee

The DelDOT Coastal Corridors Study was completed in June 2024, and the Final Report of the Study was published on DelDOT's website. The report can be downloaded using the following link:

[Coastal Corridors Study - Delaware Department of Transportation](https://delDOT.gov/ccs)

DelDOT's Coastal Corridors Study is focused on identifying transportation solutions for east-west routes in Sussex County, including Route 16 and Routes 404/9 between US 113 and SR 1, as well as Redden Road and other local roads in the area. These roadways represent the primary east-west corridors in the northern part of Sussex County that are currently congested or are at risk for congestion based on anticipated growth.



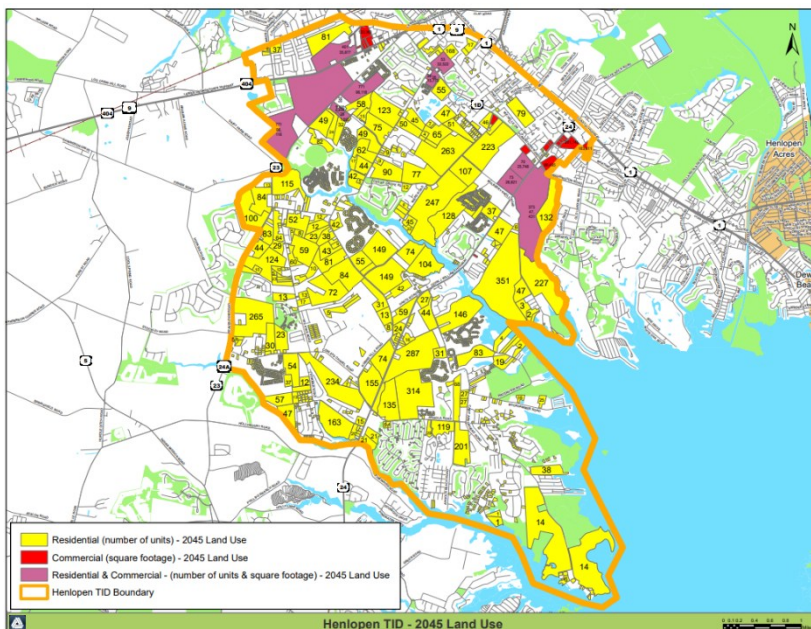
Following the completion of the Final Report of the Coastal Corridors Study, the group continued to meet as part of the Coastal Corridors Monitoring Committee. The most recent meeting of the Monitoring Committee, to which the public was able to participate, was held on June 16, 2025.

The Coastal Corridors Study is an important document that will inform the update of the Mobility element in the County's next 10-year Comprehensive Plan update, which is due to commence in CY 2026. Pages 161-162 of the document contain policy recommendations for consideration in the next Comprehensive Plan update. For example, recommend G-2 encourages the adoption of specific language in the next Comprehensive Plan to encourage increased interconnectivity in order to improve safety and manage volumes on the roadways of Sussex County.

#### Henlopen Transportation Improvement District ("TID")

The County has successfully implemented Strategy 13.1.1.2 of the Comprehensive Plan by working with the Delaware Department of Transportation to implement the County's first Transportation Improvement District for the 24 square mile Henlopen area south of Rt. 9 and west of SR.1. The Henlopen TID was adopted on October 29, 2020, and unless a development falls within a specified exemption, is required to contribute to planned transportation infrastructure improvements within the District.

Projects have continued to come forward for consideration during the review period. As of June 2025, the total amount of financial commitments for the Henlopen TID, as reported by the State of Delaware Department of Transportation, now exceeds \$10 million since 2020. The table below illustrates the new commitments that have come forward during the review period.



Project Name	Total Amount (\$)
DGAS	\$11,664.00
Scenic Harbor	\$147,526.00
Chase Oaks	\$895,140.00
Chapel Branch Apartments	\$43,251.32
Brentwood Subdivision	\$486,173.00
Plantations Medical	\$23,738.00
Route 9 Bayside	\$176,321.94
Suncrest	\$23,838.00
Total	\$1,807,652.20

The funds are collected and held by Sussex County, and transferred to DelDOT as part of the implementation of intersection improvements within the Transportation Improvement District.

### Potential Roxana Transportation Improvement District

In July 2023, the Sussex County Planning & Zoning Department completed a three-month land-use study to assist the Delaware Department of Transportation with a long-range land-use forecast for a new potential Transportation Improvement District that is being explored. The TID is located in the southeast of Sussex County between Selbyville and the Indian River Bay. The land use forecast will be used by the Delaware Department of Transportation to predict likely infrastructure growth in the study area out to the year 2055.



A map showing the location of the new potential Transportation Improvement District is shown (above). Following the completion of the Land Use Forecast, DelDOT has been undertaking further studies to identify the likely trip generation associated with the land use forecast, so that the required intersection improvements for all intersections inside the proposed TID boundary can be further analyzed. This is a large study, with further updates from DelDOT expected to follow in the 2025-2026 reporting period.

### Potential South/South-East Milton Transportation Improvement District

In January 2024, following the adoption of a Transportation Improvement District by the Town, DelDOT and Sussex County began exploring the potential for an additional Transportation Improvement District for the parcels adjoining the Town of Milton. This study, which is being coordinated with the Delaware Department of Transportation, is ongoing, with further updates from DelDOT likely to follow in the 2025-2026 reporting period.



## **LAND USE ORDINANCES**

### **Perimeter Buffers for Residential Development Ordinance**

Objective 4.3.1 of the Future Land Use Element outlines an objective to consider strategies for preserving environmental areas from development and the protection of wetlands and waterways. Objective 4.3.2 promotes new development that incorporates preserved usable open space and mitigates for the protection or replacement of environmental resources in subdivision design. There are multiple strategies within the Comprehensive Plan that flow from these objectives including, Strategy 4.3.2.1 and 4.3.2.2 and 4.4.1.1.

Most notably, Goal 5.1 of the Conservation Element of the 2019 Sussex County Comprehensive Plan states that Sussex County should “Encourage development practices and regulations that support natural resources protection”. With this goal in mind, on March 19, 2024, the County Council introduced a new potential Ordinance to increase the width of perimeter buffers around residential development. The Ordinance also contains language for forest assessment reports to be included in new subdivision applications, along with new penalties for the removal of perimeter buffers following their planting.

The Ordinance was subject to a Public Hearing before the Planning & Zoning Commission at its meeting on May 8, 2024. At the meeting on June 5, 2024, the Planning & Zoning Commission recommended that the County Council adopt the Ordinance, subject to recommended revisions. The County Council held a Public Hearing on the Ordinance at its meeting on June 11, 2024. At the meeting of August 27, 2024, the County Council adopted the Ordinance, with an implementation date of six months from the date of adoption.

On February 27, 2025, the Ordinance came into effect for all new residential development applications.

### Changes to Chapter 99-9(C) of the Code of Sussex County

On December 10, 2024, and in furtherance of Objective 4.1.2 and 4.4 of the Comprehensive Plan, the Sussex County Council adopted an Ordinance that clarified the criteria to be considered in the consideration of subdivision applications. Of note is that the Ordinance, which came into effect on June 10, 2025, requires major subdivision applications to include a forest assessment report along with the preliminary plat. If woodlands or mature forests that contain high habitat value are found, these areas are required to be conserved to the maximum extent possible.

### Open Space – Change in Definition

On December 10, 2024, and in furtherance of Objective 4.3.2 and Strategies 4.3.2.3 and 3.4.2.4 (“Promote new development that incorporates usable open space and mitigates for the protection or replacement of environmental resources in subdivision design”), the Sussex County Council adopted an Ordinance that further clarifies the definition of “Open Space”. The Ordinance specifically clarifies that clubhouses, community buildings, and recreational facilities, including swimming pools, game courts, tot lots, and playgrounds, are not included in the definition of Open Space. The Ordinance also clarifies that small fragments of land of less than 10,000 square feet in area shall not be counted towards the minimum open space requirement.

### Land Use Reform Working Group (2025)

In 2025, the Land Use Reform Working Group was established by the County Council to review land use trends in Sussex County and to provide recommendations to the Council for possible changes in the County Code and Comprehensive Land Use Plan. The ten-member Working Group includes representatives from a diverse group of stakeholders, including representatives from the Sussex County Farm Bureau, the Office of State Planning Coordination, the Delaware Department of Transportation, and Affordable Housing Advocate, and Environmental Group, and a Citizens’ Group.



*Photo 1: Showing the First Meeting of the Land Use Reform Working Group on March 27, 2025*

The first meeting of the Working Group, to which the Public was able to attend and participate, was held on March 27, 2025. Subsequent meetings were held on April 10, 2025, May 1, 2025, May 19, 2025, and June 12, 2025. The Working Group is currently in the process of preparing draft recommendations to the County Council, with publication of the recommendations likely to follow in fall 2025. Once recommendations are published, these are likely to be considered by the County Council in fall 2025.



## **LAND USE APPLICATIONS**

In the reporting year, there has been a change in the number and type of applications received. Since July 1, 2024, the Planning & Zoning Department has received a total of 57 applications for Conditional Uses and 37 Changes of Zone, compared with a total of 76 and 15, respectively, for the previous 12-month period.

	Change of Zone	Conditional Use
July 1, 2019 – June 30, 2020	30	41
July 1, 2020 – June 30, 2021	21	55
July 1, 2021 – June 30, 2022	42	83
July 1, 2022 – June 30, 2023	25	68
July 1, 2023 – June 30, 2024	15	76
July 1, 2024 – June 30, 2025	37	57

*Total Conditional Use and Change of Zone applications by received date*

During the reporting year, the total number of Major Subdivision applications has remained constant at 9, whilst the total number of lots collectively proposed has decreased from the previous year, to a total of 2,042 lots, as outlined in the table below:

	Total Number of Applications	Total Number of Lots Proposed
July 1, 2019 – June 30, 2020	24	942
July 1, 2020 – June 30, 2021	34	1,817
July 1, 2021 – June 30, 2022	32	3,334
July 1, 2022 – June 30, 2023	19	1,556
July 1, 2023 – June 30, 2024	9	2,557
July 1, 2024 – June 30, 2025	9	2,042

*Total of Major Subdivision Applications by received date*

Major subdivisions include applications for the creation of more than 5 lots or on parcels where the permitted number of minor subdivisions has been utilized. The above subdivision totals do not include Change of Zone applications for either Planned Commercial Zoning Districts (C-4), or

Residential Planned Communities (“RPC”s). Both of these types of applications can include residential components.

The County continues to see growth across all sectors, including residential, commercial, agricultural, and industrial. Along with this growth, there has been a recent increase over the past three years in applications for solar arrays and renewable energy-related development. In total, there have been 47 different applications proposed across Sussex County for solar arrays and solar-related development. Six of these applications have been received in the reporting period from July 1, 2024, to June 30, 2025.

## **ECONOMIC DEVELOPMENT**

Sussex County continues to experience dynamic changes in economic development, with both long-standing industries and new opportunities shaping growth throughout the region.

### **Agricultural Highlights**

Agriculture remains the backbone of Sussex County’s economy. In 2024, the sector generated over **\$1.2 billion** in market value. The county ranked as the **top U.S. producer of broiler chickens and lima beans**, and among the top 2% of counties nationwide in vegetable production. Approximately 270,000 acres—45% of county land—are dedicated to farming, with 1,374 farms averaging 196 acres each.

Over **35,000 acres** of farmland have been permanently preserved through the Delaware Agricultural Lands Preservation Program, helping to protect Sussex County’s rural character. In September 2024, the state launched the **Delaware Agricultural Financing Program** to support farmers with expanded lending opportunities.

Agritourism continued to grow, with farms like the Parsons Family operation in Dagsboro offering U-pick fields, farm stores, fall festivals, and field trips. Meanwhile, Delaware farmers’ markets set a record in 2023 with **\$4.14 million** in sales, 52% of which came from fresh produce.

Despite these positive trends, challenges remain, including pressure from development and the need for infrastructure upgrades. Balancing growth and preservation remain a key priority.

### Tourism and Workforce Housing

Tourism remains a major economic influence in Sussex County, especially in the beach towns that attract large numbers of visitors each year. However, the industry faces ongoing challenges, particularly with seasonal workforce housing shortages. This issue continues to impact on businesses that rely on summer labor, highlighting the need for innovative housing solutions to support this vital sector.

### Community Spotlights – Seaford, Delaware

Seaford is experiencing a dramatic economic transformation, with major investment revitalizing the city's downtown core. Once suffering from nearly 90% commercial vacancy, the area now boasts over 90% occupancy. This turnaround is due in large part to the Delaware Downtown Development District Program and a \$60 million redevelopment initiative.

At the center of the city's resurgence is the **Nylon Capital Center**, a mixed-use project designed to bring jobs, healthcare, and education to western Sussex County. The center features a new Delaware Technical Community College facility focused on workforce training, a TidalHealth medical site to increase access to healthcare, and commercial spaces aimed at supporting small businesses and startups.

Additionally, Strategy 9.2.2.3 of the 2018 Sussex County Comprehensive Plan calls for the exploration of public-private partnerships for the development of additional industrial parks within the County. The **Seaford Business Park** on Route 13 (Tax Map #331-04.00-19.00) is shaping into a major commercial and light industrial hub. The 106-acre site, currently zoned C-2 Highway Commercial, is proposed for partial rezoning to M-1 Light Industrial. Phase I includes a 108,000 SF building and an 86,000 SF building for industrial use, with a projected cost of \$17.4 million. The entire site plan envisions 1.3 million SF of development, with an estimated total investment of more than \$75 million. This project received \$1.9 million in funding from the Delaware Site Readiness Fund and has been supported by Sussex County Economic Development.

**Thos. Somerville Co.**, a wholesale distributor of HVAC and plumbing supplies, opened a 60,000 SF facility in Seaford on November 4, 2024, employing twenty-two people. Located on a 15-acre site at 6095 Whitehurst Drive, the company plans to add a decorative plumbing showroom and certified training center in 2025.

**Patriot Aluminum Fence**, a veteran-owned manufacturer, relocated from Denton, Maryland to Seaford in early 2025. Now employing thirty-two full-time workers, the company produces high-quality aluminum fencing for residential and commercial customers. Their move was facilitated with assistance from Sussex County Economic Development and represents a significant investment in the county's manufacturing sector.

#### Community Spotlights – Bridgeville, Delaware

**Mountaire Farms** has purchased 167 acres of land near the intersection of U.S. Route 113 and Route 404 in Bridgeville, Delaware, for \$8.5 million. The site will be home to a state-of-the-art feed mill with grain storage and packing facilities. The facility is planned to produce up to 30,000 tons of feed per week and will include at least six large silos with a total storage capacity of approximately three million bushels.

A key feature of the project is a rail spur running along the southern edge of the property, capable of accommodating up to 100 rail cars to support efficient grain delivery. The project is expected to create around 250 construction jobs and approximately 84 permanent positions once operational. While a specific construction timeline has not been announced, Mountaire is actively advancing the project through engineering, design, and regulatory approval phases. The investment supports the company's broader strategy to expand its feed production capabilities and optimize grain transportation. This is an important economic driver in Sussex County and Sussex County Economic Development is doing everything to keep this project moving.

The **Bridgeville Warehouse Complex**, located at 20354 Sussex Highway, will bring 132,900 SF of new industrial space across two parcels. One parcel (5.78 acres) includes a 52,900 SF building aimed at a single-user tenant, while the other (8.44 acres) offers approximately 80,000 SF of warehouse space divided into multiple units. The \$12.4 million project is expected to generate 150–250 jobs and has received \$1 million from the Site Readiness Matching Grant. With strong demand for industrial space

along the US 13 corridor, this project is well-positioned to attract small and medium-sized manufacturers. It is supported by Sussex County Economic Development and developed by experienced local partners.

#### Community Spotlights – Laurel, Delaware

**Generations Welding & Contracting, LLC**, a family-owned business established in 2017, continues to grow in Laurel. Owner Steve Coleman, along with his wife Carrie and their children, launched the business with strong community relationships and customer service. In 2024, the company acquired an industrial site with a rail spur—formerly the Southern States property—allowing for direct steel deliveries. The purchase was made using financing from the Sussex County Economic Development Offices' ExciteSussex Loan Program. Now with 21 employees, Generations Welding is a model for small business success in Sussex County.

#### Community Spotlights – Frankford, Delaware

**Fisher's Popcorn of Delaware** has expanded significantly, moving from a 2,000 SF facility in Fenwick Island to a nearly 10,000 SF facility on Route 20 near U.S. 113. The new space features advanced equipment that has increased production capabilities substantially—from 8 bags per minute to up to 35. The company employs 22 full-time staff and plans to add 20 wholesale jobs over the next three years. With support from Sussex County Economic Development, Fisher's Popcorn received a \$60,000 Jobs Performance Grant and a \$145,500 Capital Expenditure Grant from the Delaware Strategic Fund, totaling up to \$205,500, to support this growth.

#### Economic Development – Program Highlights

The **Transportation Infrastructure Investment Fund (TIIF)** provides grants to help businesses offset transportation improvement costs. Administered by DelDOT in collaboration with the Delaware Division of Small Business, TIIF has awarded \$12,276,757 to seven projects in Sussex County. Sussex County Economic Development played a supporting role in many of these successful applications.

### Sussex County Kitchen Incubator, Georgetown, DE

The Sussex County Kitchen Incubator officially opened on November 7, 2023, with a grand opening event at Delaware Technical Community College's Owens Campus in Georgetown. A soft launch in late April 2023 gave early access to foodpreneurs to begin using the space.

As of June 11, 2025, the incubator has 31 active members, with 21 businesses in the onboarding process and 17 more considering membership. This licensed, shared-use commercial kitchen supports foodpreneurs by offering affordable rental space, technical assistance, and business resources.

The incubator helps remove high-cost barriers to entry, giving small food businesses, farmers, caterers, and food truck operators access to a professional production facility without the burden of building their own. It also offers support in critical areas such as distribution, marketing, branding, pricing, insurance, and financing—empowering local foodpreneurs to start, grow, and thrive while contributing to a stronger regional food economy.

### ExciteSussex Loan Fund

Launched in December 2017, the **ExciteSussex Loan Fund** is a strategic public-private partnership between Sussex County Government, Discover Bank, and the Grow America Fund. The fund was created to provide low-interest, long-term financing to support business expansion, job creation, and economic development throughout the county.

Originally launched as a \$4 million fund, and after strong demand led to the Sussex County Council growing the fund —first to \$16 million, and again in December 2024 to **\$25 million**. Importantly, only **25%** of the total loan pool is sourced from County funds, while **75%** is leveraged from private investment through Discover Bank.

As of **June 11, 2025**, the ExciteSussex Loan Fund has issued **\$8,208,000** in loans to **11 businesses**, which collectively employ **251 people**. The **average loan size** is approximately **\$745,182**, and the **County investment per job** created is **\$8,175**. These figures highlight the fund's effectiveness in leveraging limited public resources to support private-sector growth and sustainable job creation.

## **WASTEWATER**

Sussex County continues to increase the availability of central sewer to environmentally sensitive areas of the county. Construction is complete and connections have begun to the final phase of the Herring Creek project. Sanitary sewer collection and transmission systems for Long Neck Communities, Pintail Pointe and Joy Beach Phase 1 are complete, and connections have begun. The Chapel Branch project is complete, removing two large private community onsite systems from the area. The Lochwood vacuum sewer project is complete with all AirVac pods installed awaiting commissioning and subsequent connections. There are several projects in various stages of bidding or construction including Countryside Hamlet, Tanglewood, Oak Acres, Warwick Park Phase 1, and Briarwood. The Wolfe Runne and Blackwater Village projects have been abandoned based on the communities' rejection of the financing packages and resulting sewer assessments. Water quality projects in design include Joy Beach Phase 2, Warwick Park Phase 2, and Slaughter Beach, with Indian River Acres, Bethany Forest, Beaver Dam Road, Cool Spring, Red Fox Run, Bay Oaks, and Love Creek MHC in the planning stages.

The County has entered into a design-build project for the 5.7± mile transmission line from the county's Piney Neck Regional Wastewater Facility to our South Coastal Regional Wastewater Facility (SCRWF) for treatment and disposal. The project will include a tie-in location for a new force main redirecting flow from part of the Town of Frankford collection area to SCWRF. The overall project will eliminate the treatment and disposal at the Piney Neck RWF allowing for repurposing of the facility.

The County-owned and operated regional wastewater facilities are all in various stages of upgrades meeting the 20-year demand. The status summary is as follows:

- South Coastal RWF upgrade to 10.0 MGD was completed in 2023.
- The Inland Bays RWF upgrade to 4.0 MGD is under construction with completion in 2027.
- Wolfe Neck RWF upgrade to 4.0 MGD is in the design stage.

The County continues its effort to utilize private utility infrastructure owned by regulated utilities under bilateral agreement(s) in an effort to prevent the installation of parallel underutilized or redundant infrastructure. One such endeavor is the redirection of County-owned PS207 to the Artesian owned force main that accepts flow to their facility near Milton.

## Water

The County is currently under construction of the Winding Creek Village Optimized Water District project. The County Council approved the creation of the optimized area water district in October of 2017. The County is anticipating completion by fall of 2025 with connections immediately following project completion. The County is undertaking upgrades to the water storage approach at the Coastal Airpark and continues connections in the Ellendale water district area.

### Millsboro EMS Station 103

Construction was completed on a new state-of-the-art 4,380 SF Paramedic Station 103 in Millsboro in the late Winter 2025 with full staff occupancy occurring in March. The station building includes a dedicated crew area, kitchen, two bunk rooms, bathrooms, office, and a full 2-bay garage. The new station replaces a previous undersized, temporary EMS location in Dagsboro. The station is situated adjacent to additional County-owned property which will allow for future growth if needed.

The station building and site amenities were designed to blend in with the surrounding mix of commercial and residential properties. The new location enhances emergency response capabilities with easier access to both north and southbound routes along the U.S. 113 corridor, contributing to safer and reduced response times, positively impacting patient care.

### Green Infrastructure Investments in Sussex County

Sussex County continues to make significant progress in protecting local waterways, reducing flooding, enhancing natural landscapes, and generating alternative floating solar power through innovative green infrastructure projects.



In November 2024, the County completed the Cannon Road/Inland Bays Road Water Quality Improvements Project. This multi-year initiative introduced several nature-based solutions, including a wet pond, a traditional stormwater wetland, two engineered floodplains, over three miles of bioswales, and Delaware's first submerged gravel wetland for wastewater treatment. These features now help treat stormwater runoff from more than 400 acres of farmland and reduce nuisance flooding along Cannon Road.

Looking ahead, the County has secured a grant from the Delaware Forestry Resiliency Fund to reforest over 40 acres of former cropland near the Inland Bays Regional Wastewater Facility. This effort will use native trees like Bald Cypress and Atlantic White Cedar to support local wildlife and create natural screening for nearby neighborhoods.

Sussex County is also wrapping up the first year of its new Stormwater Best Management Practices (BMP) Maintenance Program. This program ensures that all County-owned stormwater facilities are properly maintained and meet state regulations—helping to keep our communities safe and our environment healthy.

In addition, the County has approved a long-term lease with an alternative energy company for the installation of up to 10MW AC power in two of the effluent lagoons at the Wolfe Neck Regional Wastewater Facility. The project is developed under the Delaware Public Service Commission's Community Energy Facility Program. Phase 1 of the facility is scheduled to be online by the end of 2026.

#### Peterkins Branch Stormwater Improvements Project

Design is underway for a new stormwater management facility near the eastern side of Delaware Coastal Airport. This project is a key part of our ongoing efforts to improve water quality and reduce flooding in the area. Once complete, the facility will treat stormwater runoff from the airport, the Delaware Coastal Business and Industrial Parks, and nearby residential, agricultural, and commercial properties. In addition to filtering pollutants, the system will be designed to manage heavy rainfall events, helping to protect airport infrastructure and reduce the risk of flooding and uncontrolled

runoff into Peterkins Branch. This project reflects the County's commitment to sustainable growth and environmental protection.

### Community Improvements

Sussex County continues to coordinate with the State and local communities to complete a wide variety of community improvements initiatives. Over the past year, the Engineering Department team was instrumental in leading and completing a number of different community projects including two Chapter 96 Sussex Community Improvements road projects, a Chapter 95 Streetlighting upgrade project, a Community Transportation Fund (CTF) church parking lot improvement, and a large community infrastructure finish-out project. The Engineering Department also successfully managed the continuation of the Master Plan implementation at the James Farm Ecological Preserve, which included the addition of a 3-season educational center, new maintenance building, paddle sports storage facility, outdoor presentation spaces and related site improvements to complete the campus vision with a design holding true to the agricultural heritage of the property and region.

## **HOUSING**

Sussex County continues to promote fair and affordable housing through the Planning & Zoning Department and the Community Development and Housing Department. In October 2022, Sussex County Council approved an ordinance seeking to provide more affordable rental opportunities for Sussex County residents. This ordinance not only amended Chapter 72 of the Sussex County Code to streamline the existing Sussex County Rental Program (SCRIP) process but also added a new and substantial change to the zoning code to allow "by-right" multi-family housing projects at a density of twelve units per acre if at least thirty percent of those units are set aside as SCRIP units. As of this writing, four applications have been submitted following this Code change, which, if approved, will result in the creation of new SCRIP units on the eastern side Sussex County. This includes the Chapel Branch apartment development that broke ground recently and is currently under construction. Developed by Volker, a national affordable-housing developer, all of the units within Chapel Branch will be affordably priced with 24 of the units participating in the County's SCRIP program. Previously, the first large-scale housing project approved and constructed as an SCRIP project known as Coastal Tide was expanded in 2023. To date all 32 SCRIP units within that apartment project are occupied by

eligible tenants earning less than 80% of Area Median Income for Sussex County. In addition, the application at Cool Spring Crossing, which is currently under consideration, proposes 175 units to be included within the County Rental Program Ordinance (“SCRPO”).

The County continues to work with applicants proposing residential developments to explore ways to deliver an increase in affordably priced units within the County.

The Sussex County Housing Trust Fund (SCHTF) was officially launched in April 2022 and has continued to be funded by Sussex County Council dollars. SCHTF includes one main component: a direct homebuyer assistance program. The homebuyer assistance program provides grants of \$20,000 for down payment and closing costs for households below 120% AMI seeking to purchase a home in Sussex County. During the reporting year, the County has provided direct homebuyer assistance to seventeen (17) qualifying households.

During the reporting year, Sussex County exhausted the allocation of \$3.2 million of American Rescue Plan Act (ARPA) funding for home repairs, assisting a total of 101 households. With the annual allocation of Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME) funding, and Sussex County Council-funded Emergency Repair funding, nearly 250 households were assisted with owner-occupied rehabilitation and emergency repairs, water and sewer hookups for low- and moderate-income households. The County continues to work and partner with the Sussex Housing Group and its affiliates to coordinate public/private partnerships that leverage dollars for community development efforts in impacted communities.

## **RECREATION AND OPEN SPACE**

Since the adoption of the Comprehensive Plan in 2019, the County has protected the following lands in perpetuity as open space:

- On October 1, 2024, the purchase of a 165-acre property, known as the 'Layfield property,' located just outside the northwest edge of Dagsboro. The County bought the land for \$2.65 million from Riverview Associates III LLC, which reduced the price by over half a million dollars. An image is shown below:



*Photo 2: Showing the Layfield Property in 2024*

- In May 2023, A 294-acre tract known as the Forest of Broadkill Preserve, bordering Ingram Branch, off Shingle Point Road outside Milton. The property, a mix of fields and wooded areas costing \$1.85 million, will be managed by the Sussex County Land Trust, and is expected to eventually include a publicly accessible trail system;
- In May 2023, An 11-acre assemblage of three wooded parcels, known as the Wright properties, along the Nanticoke River near Seaford. The parcels, costing approximately

\$460,000, will be managed by the Nanticoke Conservancy and feature public access at a later date.

- In 2022, Fifty-one acres known as the Hopkins Preserve, along Sweetbriar Road, just north of U.S. 9, outside Lewes, for a price of \$1.5 million. The property owner, Walter Hopkins, and his family (a fourth-generation farmer), discounted the sale price by 50 percent in exchange for the parcel being used at a later time as open space and a recreational amenity, specifically as part of a trailhead that will be developed and managed by the Sussex County Land Trust for the still-under-construction Georgetown to Lewes Trail;
- In 2022, Forty-seven acres known as the Jones Family tract, for \$650,000, located off Conaway Road adjacent to the State-owned Midlands Wildlife Area, west of Millsboro;
- In 2022, Forty acres, named the Dawson Bros. tract, for a price of \$2.5 million, located along the south side of Del. Route 24, near the Nanticoke Indian Center, east of Millsboro;
- In 2022, Thirteen acres, for a sale price of \$400,000, adjoining a larger parcel acquired by the County in 2020 and collectively known as the Dorman Family Farm Preserve, located along Herring Creek and Sarah Run, near Angola.

#### Protection of Lands Through the Subdivision Code

The Sussex County Subdivision Code allows applicants to apply under the cluster development option whereby the lot size and lot width requirement of the AR-1 Zoning District is reduced for subdivisions that provide a minimum of 30% of the site area as open space. This option is also available within the Coastal Area.

During the review period, the following areas of open space were approved or recommended for approval under this option (shown on the next page)

County Project Reference Number	Subdivision Name	Total # of Lots/Units	Open Space Retained (in Acres)
2022-33	Wilson's Landing	39	20.91
2023-03	Showell Farm (Estuary Phase 6)	45	8.42
2023-01	Anchor's Run (Expansion)	356	89.11
2023-05	Lockhaven	18	25.22
2023-07	Seaside	359	141.93
2022-10	Westlake (F.K.A Raley Farm)	646	147.9
C/Z 1911	Patriot's Glen Phase 2	128	9.94
C/Z 672	Woods at Angola Beach	90	15.35
C/Z 1991	Sycamore Chase Expansion	176	39.18
<b>TOTAL</b>		<b>1,857</b>	<b>497.96</b>

The total new open space approved during the review period is 497.96 Acres. Land approved as “open space”, as defined by the Code of Sussex County, must be maintained in a predominantly undeveloped or natural state, including lands used for agricultural purposes, promote conservation, protect wildlife, or serve as a buffer between residential and nonresidential areas and/or commercial and noncommercial areas.

The table below illustrates the total amount of open space created over the past 5 years.

Year	Total Open Space Protected
July 1, 2020-June 30, 2021	362.33 ac.
July 1, 2021-June 30, 2022	453.02 ac.
July 1, 2022-June 30, 2023	657.97 ac.
July 1, 2023 – June 30, 2024	456.94 ac.
July 1, 2024 – June 30, 2025	497.96. ac.
5-Year Total	2,428.22 ac. (3.79 square miles)

The table shows that cumulatively, the total amount of open space protected is significant, and that this number continues to grow each year.

## **INTER-GOVERNMENTAL COORDINATION**

In addition to cooperating with State Agencies on various technical matters throughout the year, Sussex County continues to work with the municipalities within Sussex County to share and receive data to provide accurate information to the public. In January 2025, staff provided comments to the Town of Bethel on its proposed draft Comprehensive Plan documents.

In addition to providing comments on emerging Comprehensive Plans, the Planning & Zoning Department has continued to participate in Delaware Department Public Workshops and events held throughout the year, including the DelDOT Five Points group, the Southeast Sussex Study, and the Coastal Corridors Study monitoring committee held between 2024-2025. The most recent meeting of the Coastal Corridors monitoring committee was held on June 16, 2026.

In addition, in the first week of June 2024, the County assisted the Town of Slaughter Beach by providing technical support as part of their FEMA Community Assisted Visit. Following this visit, County staff have continued to provide technical support to the Town, to address any technical matters identified by FEMA. Such visits, which occur approximately every 4-5 years for Counties and Municipalities, allow for FEMA staff to visit each jurisdiction to review the implementation of adopted Flood Codes. Sussex County’s last Community Assisted Visit was in 2019, and the County



received an excellent report following the visit – with the County being formally declared as being in “good standing” with FEMA in terms of its compliance with the adopted Flood Code contained within the Code of Sussex County.

## **LEGISLATIVE CHANGES IMPACTING COMPREHENSIVE PLANNING**

As reported in last year's update, during the 2023-2024 reporting period, changes to Titles 9 and 22 of the Delaware Code were considered by the 152<sup>nd</sup> General Assembly. Senate Bill 237 requires that, with effect from November 15, 2026, New Castle, Kent, and Sussex Counties' Comprehensive Plans contain strategies to increase community resiliency and address the impacts of climate change. Senate Bill 237 also requires that County Comprehensive Plans consider forests, habitat areas, and wildlife corridors, and that the housing element consider anticipated growth areas and encourage new housing growth away from areas vulnerable to inland and coastal flooding.

In May 2025, the University of Delaware presented to the Sussex County Planning & Zoning Commission to discuss the implementation of Senate Bill 237 and the likely implications for the next Comprehensive Plan Update, which is due to begin in the next reporting period.

In addition, on October 3, 2022, Senate Bill 327 was adopted by the 151<sup>st</sup> General Assembly. The Bill amends Title 9 of the Delaware Code to require that, effective January 1, 2023, all three Counties in Delaware must include an educational element in their next Comprehensive Plan update.

## **CONCLUSION**

The 2024-2025 reporting period has seen solid progress toward the implementation of the Strategies contained within the 2018 Comprehensive Plan. The County looks forward to continuing to implement the Comprehensive Plan during the 2025-2026 reporting period.

Initial work for the 10-year update is due to commence in the 2025-2026 reporting period, with public workshops before both the Planning & Zoning Commission and the County Council anticipated to follow in the 2025-2026, and 2026-2027 reporting periods. Public Hearings on the next Comprehensive Plan Update, along with submittals to the State of Delaware for review by the Office



of State Planning and Coordination, are then expected to follow in the 2027-2028 reporting period, to enable the County to be ready for submittal to the Governor for certification ahead of the 10-year anniversary of the current Comprehensive Plan on December 4, 2028.

## ENGINEERING DEPARTMENT

J. MARK PARKER, P.E.  
ASSISTANT COUNTY ENGINEER

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mark.parker@sussexcountysde.gov



# Sussex County

DELAWARE  
sussexcountysde.gov

TO: Sussex County Council  
The Honorable Douglas B. Hudson, President  
The Honorable John L. Rieley, Vice President  
The Honorable Jane Gruenebaum  
The Honorable Matt R. Lloyd  
The Honorable Steve C. McCarron

FROM: J. Mark Parker, P.E., Assistant County Engineer

RE: Sugar Maple Farms Road Improvements – Chapter 96 Sussex Community Improvements  
*A. Election Results & Project Authorization*

DATE: June 24, 2025

Sugar Maple Farms is a community consisting of sixty-six (66) assessable parcels located off Coastal Highway (SR 1), just south of the Town of Milford. The community by letter dated August 7, 2023, requested assistance from the County to repair and improve their existing roads through the Sussex Community Improvements (SCI) program as defined in Chapter 96 of Sussex County Code. Following the provisions of the Code, the Engineering Department to date has performed the following actions:

- Determined that the community meets eligibility criteria as defined in the Code;
- Petitioned all assessable property owners within the Community regarding inclusion in the SCI Program
- Provided a preliminary cost estimate for road repair and improvements
- Provided the approximate costs to property owners in both lump sum and 10-year repayment options
- Provided advance notification and conducted a community meeting to discuss and receive comments regarding the SCI Program, estimated project costs, and subsequent election process necessary for project implementation

Resolution R 010 24 was subsequently presented and approved by Council on June 4, 2024. The resolution accepted the subdivision into the Chapter 96 program and outlined an Election process to determine if the proposed project and estimated cost was or was not favorable to the Sugar Maple Farms property owners. The Election was held in accordance with County Code and Resolution R 010 24 on July 11, 2024 at the Engineering Administration office, with the Election results certified shortly thereafter.



There were a total of thirty-five (35) votes cast in the Election, with a total of twenty (20) YES votes and fifteen (15) NO votes. The vote total of thirty-five (35) indicates a fifty-three (53) percent owner participation in the Election.

Based on the affirmative results of the Election, the Engineering Department recommends approval of the Resolution provided, authorizing the County Engineer to proceed with improvements and authorizing the County Finance Director and County Engineer to determine a uniform billing rate based on actual costs after substantial completion of the Sugar Maple Farms Road Improvements project.

Enclosures:    Proposed Resolution  
                    Certification Election Results

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE SUSSEX COUNTY ENGINEER TO PERFORM IMPROVEMENTS, AND THE SUSSEX COUNTY ENGINEER AND FINANCE DIRECTOR TO DETERMINE A UNIFORM ASSESSMENT RATE FOR BILLING, UPON SUBSTANTIAL COMPLETION OF THE IMPROVEMENTS, FOR THE SUGAR MAPLE FARMS CHAPTER 96 SUSSEX COMMUNITY IMPROVEMENTS PROJECT.**

**WHEREAS**, Sussex County Council on June 4, 2024 authorized the Sussex County Engineering Department to proceed with an Election for the subdivision of Sugar Maple Farms in accordance with Resolution No. R 010 24; and

**WHEREAS**, Sussex County Engineering Department held an Election for a Sugar Maple Farms Chapter 96 project in accordance with Sussex County Code, Chapter 96 on July 11, 2024 from 10:00 am until 4:00 pm; and

**WHEREAS**, the results of this July 11, 2024 Election were certified by J. Mark Parker, judge of the election, as being favorable in proceeding with the project. There were a total of thirty-five (35) votes cast. Of the thirty-five (35) total, twenty (20) "Yes" votes were cast and fifteen (15) "No" votes were cast. The number of "Yes" votes cast represents the majority of total votes cast, as stipulated by Sussex County Code, § 96-6(B).

**NOW THEREFORE,**

**BE IT RESOLVED** that the Sussex County Council confirms and authorizes the Sussex County Engineering Department to proceed with the design and construction of the specified improvements for Sugar Maple Farms Chapter 96 Sussex Community Improvements project; and

**BE IT FURTHER RESOLVED** that Sussex County Council authorizes the Sussex County Engineer and the Sussex County Finance Director to complete the improvements, and to compile a final cost accounting to determine a uniform rate of assessment for all assessable properties within the Sugar Maple Farms Chapter 96 project, upon substantial completion, as specified in Sussex County Code, Chapter 96.

J. Mark Parker, P.E.  
Assistant County Engineer  
Presented on: June 24, 2025



**Certified Election Results**  
**Sugar Maple Farms**  
**Proposed Chapter 96 Sussex Community Improvement Project**

The voting results for the Sugar Maple Farms Proposed Chapter 96 Sussex Community Improvement Project Election, held on Thursday, July 11, 2024, in accordance with Sussex County Council Resolution No. **R 010 24**, were as follows:

	<u>Yes Votes</u>	<u>No Votes</u>		
Votes cast in-person	<u>18</u>	<u>14</u>	=	<u>32</u> total votes in-person
Votes by absentee ballot	<u>2</u>	<u>1</u>	=	<u>3</u> total votes by absentee ballot
<b>TOTAL</b>	<b><u>20</u></b>	<b><u>15</u></b>	<b>=</b>	<b><u>35</u> total votes cast</b>

The Sugar Maple Farms proposed project was voted (in favor of) / (against) proceeding 20 - 15.

Results Certified by:

J. Mark Parker, P.E.

Sussex County Appointed Judge of Election

July 12, 2024

## ENGINEERING DEPARTMENT

J. MARK PARKER, P.E.  
ASSISTANT COUNTY ENGINEER

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# Sussex County

DELAWARE  
sussexcountyde.gov

## Memorandum

TO: Sussex County Council  
The Honorable Douglas B. Hudson, President  
The Honorable John L. Rieley, Vice President  
The Honorable Jane Gruenebaum  
The Honorable Matt R. Lloyd  
The Honorable Steve C. McCarron

FROM: J. Mark Parker, P.E., Assistant County Engineer

RE: ***Stormwater BMP O&M On-Call Contract***  
***A. Change Order No. 2***

DATE: June 24, 2025

Maintenance services are solicited each year, often on multiple occasions, to supplement the routine upkeep of Sussex County owned properties. This occurs since total costs exceed the requirements for nonprofessional service procurement, as per Delaware Code which the County follows. Several County properties include various types of stormwater management controls and/or Best Management Practices (BMPs), designed and constructed in accordance with approved Stormwater Facility plans. Maintenance of these facilities can include more specialized knowledge, equipment, and licensing versus current mowing and landscaping contracts.

Therefore, the Engineering Department prepared specifications for various types of on-call maintenance work with the proposal evaluation identified as a best value basis using three defined factors: Price, Experience/Qualifications of Bidder and Equipment and Labor Availability. Upon public advertisement and direct notification to qualified contractors specialized in Stormwater BMP operation and maintenance, eight (8) contractors were acknowledged as plan-holders. Three bids were received on March 14, 2024; however, one bid was submitted after the deadline and public opening, and therefore disqualified.

The Engineering Department reviewed the two proposals and determined the best value bid was submitted by Tributaries, LLC, with a total bid price of \$254,000.00. On April 9, 2024 based on Engineering Department recommendation, Council awarded the contract to Tributaries, LLC in the amount of \$254,000.00, with the option to renew up to two (2) additional years in accordance with contract specifications. Funding was allocated between FY 24 and FY 25 budgets based on anticipated use of Contract resources.



Currently this contract covers vegetation management for all county-owned and managed BMPs. During several field meetings with the Contractor at the onset of the Contract, additional work items were identified that would be necessary to maintain compliance with the Delaware Sediment & Stormwater Regulations. These items include storm debris removal, erosion repairs, trash rack repairs, minor outfall device modifications, slope stabilization and channel stabilization. At the Engineering Department's request, the Contractor has provided a unit price of \$400 per hour for a 3-person crew to cover the necessary additional work items. We estimate 120 hours will be needed over the Contract term to accomplish this work, which equates to **\$48,000.00** in labor. In addition to the unit price work, an increase of **\$16,000.00** to the material allowance included in the original Contract is needed to cover the necessary materials related to completing the additional work items. Based on the Engineering Department's recommendation, Council approved Change Order No. 1 on October 15, 2024 in the not-to-exceed amount of \$64,000.00

With the initial year of the on-call Contract coming to a close, an overrun on materials needed to perform some of the repairs and routine maintenance on various BMPs became evident in reviewing final invoice documentation. The overage amount sums to \$19,437.08 based on a final summary provided by Tributaries, LLC. **Therefore, the Engineering Department recommends increasing the materials allowance on the contract by \$20,000.00 to a total of \$54,000.00, thereby increasing the overall contract amount to \$338,000.00.**



**SUSSEX COUNTY  
CHANGE ORDER REQUEST**

**A. ADMINISTRATIVE:**

1. Project Name: **Stormwater BMP Maintenance On-Call Contract**
2. Sussex County Project No. RFP
3. Change Order No. 2
4. Date Change Order Initiated 6/17/25
5.
  - a. Original Contract Sum \$254,000.00
  - b. Net Change by Previous Change Orders \$ 64,000.00
  - c. Contract Sum Prior to Change Order \$318,000.00
  - d. Requested Change \$20,000.00
  - e. Net Change (No. of days) 0
  - f. New Contract Amount \$338,000.00
6. Contact Person: Mark Parker, P.E.  
Telephone No. (302) 855-7370

**B. REASON FOR CHANGE ORDER (CHECK ONE)**

- ☐ 1. Differing Site Conditions
- ☐ 2. Errors and Omissions in Construction Drawings and Specifications
- ☐ 3. Changes Instituted by Regulatory Requirements
- ☐ 4. Design Change
- ☐ 5. Overrun/Underrun in Quantity



\_\_\_ 6. Factors Affecting Time of Completion

X 7. Other (explain below):

**C. BRIEF DESCRIPTION OF CHANGE ORDER:**

Increase in the materials allowance due to additional necessary pond treatments for filamentous algae.

**D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?**

Yes X No \_\_\_\_\_

**E. APPROVALS**

1. Burr Monroe, President

Burr Monroe 06/17/2025  
Signature Date

\_\_\_\_\_  
Representative's Name in Block Letters

2. Assistant County Engineer

Mark Parker 6/17/25  
Signature Date

3. Sussex County Council President

\_\_\_\_\_  
Signature Date

**Mark Parker**

---

**From:** Mark Parker  
**Sent:** Wednesday, June 18, 2025 10:56 AM  
**To:** Mark Parker  
**Subject:** Coastal Tributaries Materials estimate

---

**From:** Valerie Thompson  
**Sent:** Monday, June 16, 2025 3:33 PM  
**To:** Mark Parker <[mark.parker@sussexcountyde.gov](mailto:mark.parker@sussexcountyde.gov)>  
**Subject:** FW: Materials estimate

Mark,

See Beth's email below. She has another \$8,660.47 estimated to be billed to the M.1 Materials category. Kaycee calculated a credit in favor of the County for \$2,109.99 for materials erroneously billed to the County in previous invoices.

Contract amount: \$34,000  
Currently billed: \$46,886.60  
County credit: **\$2,109.99**  
Estimated future charges: \$8,660.47

We would need a change order for \$19,437.08 in the M.1 Materials category.

Valerie

---

**From:** beth coastaltributaries.com <[beth@coastaltributaries.com](mailto:beth@coastaltributaries.com)>  
**Sent:** Monday, June 16, 2025 3:21 PM  
**To:** Valerie Thompson <[valerie.thompson@sussexcountyde.gov](mailto:valerie.thompson@sussexcountyde.gov)>; Kaycee Widen <[kwiden@sussexcountyde.gov](mailto:kwiden@sussexcountyde.gov)>  
**Subject:** Re: Materials estimate

**CAUTION:** This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Got it- sorry for the mistakes.

I have talked to Burr and gathered the remaining totals for materials that will be invoiced next week for our final scope of work. Below is what I have calculated (removed herbicide totals from A1-2):

- Tucker Pond - no materials
- Woodland Park - no materials
- Burbage Rd - no materials
- Airport - no materials
- EMS 104/100 - \$394.75 total (\$112.75 rill repair + \$182.00 riprap additions)
- Business Park - \$379.20 total (\$49.20 rat guard + \$330.00 rill repair)
- Lighthouse Rd/Tucker - \$4,458.00 total for rill repair at afforestation area road access
- EMS 106 - \$3,084.00 total (\$384.00 roof leader + \$2,700.00 in plugs)

- Milton Library - \$344.52 total in plugs

Let me know how you would like me to work the credit in from the earlier invoice errors.

Thank you,

Beth Pfaff  
Tributaries, LLC

---

**From:** Valerie Thompson <[valerie.thompson@sussexcountyde.gov](mailto:valerie.thompson@sussexcountyde.gov)>

**Sent:** Monday, June 16, 2025 2:12 PM

**To:** beth coastaltributaries.com <[beth@coastaltributaries.com](mailto:beth@coastaltributaries.com)>

**Subject:** Materials estimate

Hi Beth,

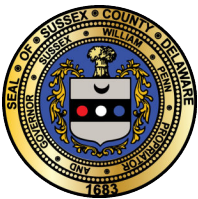
Following up on our phone conversation—materials used to treat algae in the SGW and Wetland 1 should be billed under the M.1 Materials category. Materials for phragmites and cattail treatment fall under A.1/A.2 only, with no separate material payment.

I know your final invoice likely won't come until next week, but could you please send me an estimate of any M.1 materials charges by tomorrow afternoon?

We've exceeded the contract amount for that category, and the Assistant County Engineer plans to request additional funding from council next week. If we miss that window, the next opportunity won't be until July 15—and I'd rather not delay your final payment that long.

**Valerie Thompson**  
**Sediment and Stormwater Designer**

Sussex County Engineering  
2 The Circle, Georgetown DE 19947  
Office: 302-855-7790  
Cell: 443-783-8063  
Email: [valerie.thompson@sussexcountyde.gov](mailto:valerie.thompson@sussexcountyde.gov)



## ENGINEERING DEPARTMENT

MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

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**Sussex County**  
DELAWARE  
sussexcountype.gov

### Memorandum

TO: Sussex County Council  
The Honorable Douglas B. Hudson, President  
The Honorable John L. Rieley, Vice President  
The Honorable Jane Gruenebaum  
The Honorable Matthew R. Lloyd  
The Honorable Steve C. McCarron

FROM: Patrick Brown, Project Engineer.

RE: ***JAMES FARM ECOLOGICAL PRESERVE, PROJECT C23-21***  
***A. CHANGE ORDER NO. 6 – FINAL BALANCING & SUBSTANTIAL COMPLETION***

DATE: June 24, 2025

Sussex County and the Delaware Center for Inland Bays (CIB) have a long-standing relationship of operations at the James Farm Ecological Preserve, beginning in 1998 with the first occupancy lease agreement. On September 19, 2017, Council granted a 20-year extension to the original agreement.

Several Phases of recreational, educational and preservation improvements were outlined by the Master Plan completed in 2016. Since then, various grants and funding sources provided for design and construction of the Cedar Neck Road entrance and parking lot, followed later by a new restroom facility with connection to public sewer. Updates to the Master Plan then occurred in advance of the primary goal, a realization of new education and maintenance buildings.

Over recent years, design and permitting of these buildings occurred concurrently with the CIB's work to secure funding. The Engineering Department assisted the CIB and their architectural team with final efforts, culminating in contract documents for Sussex County Project C23-21: Proposed Campus at James Farm Ecological Preserve. The Project was publicly advertised with three (3) bids received by the deadline of Friday, December 15, 2023.

On March 5, 2024, Council awarded the James Farm Campus Project to Bancroft Construction Co, of Wilmington, Delaware, in the contract amount of \$2,090,500.00. The amount reflected the total base bid less the alternate deduct value related to a wood pressure-treatment modification, as recommended by the Engineering Department.



Project funding sources were reviewed by the CIB and County Finance Department. The Finance Department confirmed \$100,000.00 of County funds remained budgeted under a DNREC ORPT grant matching dollar commitment. The CIB affirmed several sources of grant monies and provided the balance of project funding by escrow deposit.

Notice to proceed was given effective May 1, 2024, and the campus project commenced with the Engineering Department providing in-house contract administration.

On April 30, 2024, the Engineering Department presented to Council an alternative delivery method for procurement of the General Construction work proposed by Project S24-10 at the Wolfe Neck Regional Wastewater Facility. On June 11, 2024, Council heard the results of four competitive proposals and authorized James Farm Campus Project, Change Order No. 1, in an amount of \$1,376,000.00, with Bancroft Construction providing separate accounting and schedule of values for all work associated with Project S24-10.

On July 30, 2024, Council approved Change Order No. 2, applicable to the James Farm Campus Project, in a credit amount of \$2,249.28. The credit reconciled several miscellaneous changes incorporated at project start-up, including procurement of the Builders Risk insurance policy by Sussex County, additional electrical work and power outlets as requested by CIB, and the modification of proposed rain barrels. On February 11, 2025, Change Order No. 3 as applicable to the Wolfe Neck Regional Wastewater Facility, was presented to Council and approved.

On February 25, 2025, Council approved Change Order No. 4, applicable to the James Farm Campus Project, in the amount of \$19,726.60. Requests for Information (RFI) regarding structural components resulted in a column cap connection modification and additional stainless-steel hangers for attachment of beams. The change order reconciled the increase in associated labor and materials along with administrative costs incurred by Bancroft Construction for coordination of vendor drawings and final fabrication requirements. On May 13, 2025, Change Order No. 5 as applicable to the Wolfe Neck Regional Wastewater Facility, was presented to Council and approved.

The Master Plan's primary goal was achieved with substantial completion of the new buildings and campus project in March; culminated by a CIB ribbon cutting ceremony on May 30, 2025. In coordination of final project items, the Engineering Department and Bancroft Construction identified several small contract modifications including material and labor costs for slight design changes, and credit amounts for some deletion of contract scope. Change Order 6 reconciles the items and provides final balancing of the contract amount.

The Engineering Department recommends Council approve Change Order No. 6, increasing the Bancroft Construction contract value by \$3,049.66 for a final James Farm Campus Project total of \$2,111,026.98, with Substantial Completion granted March 14, 2025, and release of retainage authorized in accordance with contract documents.



**SUSSEX COUNTY  
CHANGE ORDER REQUEST**

**A. ADMINISTRATIVE:**

1. Project Name: **PROPOSED CAMPUS AT JAMES FARM ECOLOGICAL PRESERVE**
2. Sussex County Project No. C23-21
3. Change Order No. 6
4. Date Change Order Initiated - 6/24/25
5. Status **C23-21** **S24-10 (GC)**
  - a. Original Contract Sum \$ 2,090,500.00 \$ 0
  - b. Net Change by Previous Change Orders \$ 17,477.32 \$1,380,807.13
  - c. Contract Sum Prior to Change Order \$ 2,107,977.32 \$ 0
  - d. Requested Change \$ 3,049.66 \$ 0
  - e. Net Change (No. of days) N/A N/A
  - f. New Contract Amount **\$ 2,111,026.98** **\$1,380,807.13**
6. Contact Person: Patrick Brown, P.E.  
Telephone No. (302) 855-7718

**B. REASON FOR CHANGE ORDER (CHECK ONE)**

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | 1. Differing Site Conditions  |
| <input type="checkbox"/>            | 2. Errors and Omissions in Construction Drawings and Specifications |
| <input type="checkbox"/>            | 3. Changes Instituted by Regulatory Requirements                    |
| <input checked="" type="checkbox"/> | 4. Design Change  |
| <input type="checkbox"/>            | 5. Overrun/Underrun in Quantity                                     |
| <input type="checkbox"/>            | 6. Factors Affecting Time of Completion                             |
| <input checked="" type="checkbox"/> | 7. Other (explain below):   |

**C. BRIEF DESCRIPTION OF CHANGE ORDER:**

Change Order 6 provides Final Balancing of the Contract Amount with a net increase in total value to address several minor design modifications, including additional material and labor needs, along with credits associated with minor scope reductions.

**D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?**

Yes   X   No           

**E. APPROVALS**

1. Bancroft Construction, Contractor

John H Sauter II 06/18/2025  
Signature Date

John H Sauter II  
Representative's Name in Block Letters

2. Sussex County Engineer

\_\_\_\_\_  
Signature Date

3. Sussex County Council President

\_\_\_\_\_  
Signature Date



PCO #005R1

Bancroft Construction  
2324 W Zion Rd, Suite 108  
Salisbury, Maryland 21801  
Phone: (410) 844-8080

Project: CSED0002 - James Farm Eco Preserve  
30048 Cedar Neck Rd  
Ocean View, Delaware 19970

## Prime Contract Potential Change Order #005R1: CE 033 035 & 036

TO:	Sussex County Delaware 2 The Circle P.O. Box 589 Georgetown Delaware, 19947	FROM:	Bancroft Construction Company 1300 N. Grant Avenue Suite 101 Wilmington Delaware, 19806
PCO NUMBER/REVISION:	005R1 / 0	CONTRACT:	CSED0002 - GC Services
REQUEST RECEIVED FROM:		CREATED BY:	Cheryl Fearn (Bancroft Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	6/17/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$3,049.66

POTENTIAL CHANGE ORDER TITLE: CE 033 035 & 036

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #033 - Cord Reel Size Change

Change in size of cord reel per onsite meeting. Original cord reel was 50ft new cord reel is 70ft. Cord reel will not arrive until July to be installed. Lywood will install once it arrives.

CE #035 - Water Main Valve & Tree Removal

1. Adding water valve to tie in well water to new work installed due to no timeline on public water tie in being brought to site.
2. Removal of trees and stump in the way of walk path that were not shown on the drawings to be in the way or removed.

CE #036 - Reconciliation Change Order

### ADD ITEMS

- Time & materials related to constructing rafters over Maintenance Building Storage area to resolve glulam issue
- Time & materials related to unofficial RFI / coordination of constructing doors
- Time & materials related to water main tie-in with existing onsite water -CE #35

### CREDIT ITEMS

- - Time related to deletion of one amphitheater (applicable bench and platform materials to be left onsite)
  - Time & materials related to deletion of bench brackets and benches integral to Maintenance & Education building walls (apx. eight (8) – 6 ft benches)
  - Time & materials related to deletion of two (2) screen windows on Education Building
  - Time & materials related to reducing roofing gutters on Maintenance Building (less T&M applicable to gutter & spout requested over storage room front door)



- Time & materials related to omitting three (3) SS column caps for Maintenance Building interior wall (permitting wood framed bracing)
- Delete Benches at Storage building fence

**ATTACHMENTS:**

[James Farm Extras Corrected.pdf](#) [2x12s for beams.pdf](#) [COR#3 ADD VALVE TO WATER MAIN-JAMESFARM\\_0001.pdf](#) [COR#1-JAMES FARM -TREE REMOVAL.pdf](#) [240100229\\_RFC\\_1\\_20240508143720.pdf](#)

#	Budget Code	Description	Type	Amount
1	16-001.06 Electrical.Subcontract	Change from specified cord reel to a longer one	Subcontract	\$1,274.34
2	02-200.06 Site Preparation.Subcontract	Added valve to tie in well water with new work.	Subcontract	\$2,380.75
3	02-200.06 Site Preparation.Subcontract	Removal of trees in the way of the walk path not shown on drawings	Subcontract	\$788.90
4	06-110.06 Wood Pressure Treatment (Materials)	2x12 Treated for Beams	Subcontract	\$2,245.96
5	06-100.06 Rough Carpentry.Subcontract	Sliding Doors and Beams Extra Work	Subcontract	\$8,797.50
6	05-700.06 Simpson Ties, Bolts and Hold-Downs	Deletion of Bench Brackets	Subcontract	\$(4,030.00)
7	06-100.06 Rough Carpentry.Subcontract	Deleted Installation of bench brackets and wood seats	Subcontract	\$(4,050.00)
8	03-001.06 Concrete.Subcontract	Deleted Installation of amphitheater perma columns	Subcontract	\$(1,300.00)
9	06-100.06 Rough Carpentry.Subcontract	Not framing Screen Windows	Subcontract	\$(2,400.00)
10	05-700.06 Simpson Ties, Bolts and Hold-Downs	Deduct for SS Brackets in not made in Maintenance Building	Subcontract	\$(960.00)
<b>Subtotal:</b>				<b>\$2,747.45</b>
<b>Overhead (5.00% Includes Cost Type (15)):</b>				<b>\$137.37</b>
<b>Bond (1.00% Includes Cost Type (15)):</b>				<b>\$27.47</b>
<b>PFO (5.00% Includes Cost Type (15)):</b>				<b>\$137.37</b>
<b>Grand Total:</b>				<b>\$3,049.66</b>

**Sussex County Delaware**  
 2 The Circle P.O. Box 589  
 Georgetown Delaware 19947

**Bancroft Construction Company**  
 1300 N. Grant Avenue Suite 101  
 Wilmington Delaware 19806

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

John H Sauter ii 6/17/25  
 SIGNATURE DATE



**Bancroft Construction**  
2324 W Zion Rd, Suite 108  
Salisbury, Maryland 21801  
P: (410) 844-8080

**Project: CSED0002 - James Farm Eco Preserve**  
30048 Cedar Neck Rd  
Ocean View, Delaware 19970

CHANGE EVENT #033 - Cord Reel Size Change

Origin:

Date Created:2/18/2025

Created By:John Sauter

Status:Void

Scope:Out of Scope

Type:Owner Change

Change Reason:Owner Directive

Description:Change in size of cord reel per onsite meeting. Original cord reel was 50ft new cord reel is 70ft. Cord reel will not arrive until July to be installed. Lywood will install once it arrives.

Attachments:[240100229\\_RFC\\_1\\_20240508143720.pdf](#)

CHANGE EVENT LINE ITEMS

			Revenue						Cost							
Budget Code	Vendor / Contract	UOM	QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
16-001.06 Electrical.Subcontract	Lywood Electric Inc. CSED0002-005	ls	1.0	\$1,274.34	\$0.00	\$1,274.34		\$1,274.34	1.0	\$1,274.34	\$0.00			\$0.00		
Description: Change from specified cord reel to a longer one																
1-515.02 Project Manager.Regular Labor					\$0.00		\$63.72	\$63.72						\$0.00	\$63.72	
01-141.07 Bonding.Other					\$0.00		\$12.74	\$12.74						\$0.00	\$12.74	
90-999.10 Fee.Fee & Field Cost					\$0.00		\$63.72	\$63.72						\$0.00	\$63.72	
Grand Totals					\$0.00		\$1,414.52	\$1,414.52			\$0.00	\$0.00	\$0.00	\$0.00	\$1,414.52	\$0.00

# Lywood Electric Inc

102 Frank Adams Industrial Way  
Federalsburg, MD 21632

# Request for Change

RFC Number: 1  
Date: 05/08/2024

**Regarding:**

Detail 4/E02 shows the cord reel to be 50' in length which is what was quoted and submitted. Comment from the Engineer stated that it was to be 70' in length. This increased the cost of the cord reel dramatically. RFC is for the cost difference only.

**To:**

BANCROFT CONSTRUCTION COMPANY  
1300 N. GRANT AVENUE  
SUITE 101  
WILMINGTON, DE 19806

**Job Site:**

James Farm Ecological Preserve  
30048 Cedar Neck Road  
Ocean View, DE 19970

**Requested By:**

RAY WANDS

**Phone:**

(410) 754-8631

**E-mail:**

RWANDS@LYWOOD.COM

**Recipients:**

John Sauter

Jay Deputy

STEPHANIE WILLIS

**Phone:**

(302) 255-5137

(410) 754-8631

**E-mail:**

jsauter@bancroftusa.com

jdeputy@bancroftusa.com

SWILLIS@LYWOODELECTRIC.COM

**Requested Change:****Change to Contract**

\$ 1274.34

**RFC Total**

**\$ 1274.34**

Please respond by: 05/17/2024

RAY WANDS  
LYWOOD ELECTRIC

John Sauter  
BANCROFT CONSTRUCTION COMPANY



**Bancroft Construction**  
2324 W Zion Rd, Suite 108  
Salisbury, Maryland 21801  
P: (410) 844-8080

**Project: CSED0002 - James Farm Eco Preserve**  
30048 Cedar Neck Rd  
Ocean View, Delaware 19970

## CHANGE EVENT #035 - Water Main Valve & Tree Removal

### Origin:

**Date Created:** 3/24/2025

**Created By:** John Sauter

**Status:** Open

**Scope:** Out of Scope

**Type:** Owner Change

**Change Reason:** Construction Change

**Description:** 1. Adding water valve to tie in well water to new work installed due to no timeline on public water tie in being brought to site.  
2. Removal of trees and stump in the way of walk path that were not shown on the drawings to be in the way or removed.

**Attachments:** [COR#3 ADD VALVE TO WATER MAIN-JAMESFARM\\_0001.pdf](#), [COR#1-JAMES FARM -TREE REMOVAL.pdf](#)

### CHANGE EVENT LINE ITEMS

			Revenue						Cost							
Budget Code	Vendor / Contract	UOM	QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
02-200.06 Site Preparation.Subcontract	Thompson & Sons ContractingInc CSED0002-002	ls	1.0	\$2,380.75	\$2,380.75			\$2,380.75	1.0	\$2,380.75	\$2,380.75			\$2,380.75		
Description: Added valve to tie in well water with new work.																
02-200.06 Site Preparation.Subcontract	Thompson & Sons ContractingInc CSED0002-002	ls	1.0	\$788.90	\$788.90			\$788.90	1.0	\$788.90	\$788.90			\$788.90		
Description: Removal of trees in the way of the walk path not shown on drawings																
1-515.02 Project Manager.Regular Labor					\$158.48		\$0.00	\$158.48					\$0.00	\$158.48		
01-141.07 Bonding.Other					\$31.70		\$0.00	\$31.70					\$0.00	\$31.70		
90-999.10 Fee.Fee & Field Cost					\$158.48		\$0.00	\$158.48					\$0.00	\$158.48		
Grand Totals					\$3,518.31		\$0.00	\$3,518.31			\$3,169.65	\$0.00	\$0.00	\$3,169.65	\$348.66	\$0.00

CHANGE ORDER DETAIL FORM

(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

3/12/2025

CONTRACT:

James Farm Ecological-Bancroft Construction

CONTRACTOR:

Thompson & Sons Contracting Inc.

PROJECT NAME:

James Farm Ecological-Bancroft Construction

CHANGE ORDER REQUEST: #3

ADD Valve to Water Main

LABOR SECTION			
TRADESMAN(s):	LABOR HOURS	RATE (per schedule)	SUBTOTAL
Labor	6 hrs	\$72.42	\$452.52
Operator	2hrs	\$112.67	\$225.34
Subtotal			\$677.86

MATERIAL SECTION			
MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Core & Main Materials-Attached			\$1,272.36
Subtotal			\$1,272.36

EQUIPMENT SECTION			
EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Excavator	2hrs	\$60.00	\$120.00
Subtotal			\$120.00

Note Work has been completed per agreement

SUBTOTAL	\$2,070.22
SUBCONTRACTOR/ SUB TIER*	
PROFIT (15% GC only)	\$310.53
10 % OH & PROFIT	
OH & PROFIT (7.5% sub)	
GRAND TOTAL	\$2,380.75

What Items are for the Change Order?



DUPLICATE

# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # W540035  
Invoice Date 3/05/25  
Account # 200595  
Sales Rep KEVIN REICHHOLD  
Phone # 302-684-3054  
Branch #273 Milton, DE  
Total Amount Due \$1,272.36

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

THOMPSON & SONS CONTRACTING INC  
300 TORBERT RD  
MILFORD DE 19963 7144

Shipped To:  
CUSTOMER PICK-UP

CUSTOMER JOB- JAMESFA JAMES FARM PRES

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/03/25	3/04/25	JAMES FARM	JAMES FARM PRES	JAMESFA		CUSTOMER PICKUP	W540035

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
3715B11666NL	B11-666-NL 1-1/2 BALL CURB STOP FIPTXFIPT NO LEAD	1	1		306.22000	EA	306.22
3915C8666IDR7NL	C86-66-IDR7-NL 1-1/2 BRS CPLG MIPTXPJ PEP NO LEAD	2	2		133.02000	EA	266.04
3915S255947	PHILMAC 1-1/2 UTCXUTC 255947 CPLG 1.85-1.93 OD 75-608FF	1	1		115.60000	EA	115.60
3915L6666NL	L66-66-NL 1-1/2 BRS 90 PJ PEPXPJ PEP NO LEAD	1	1		162.07000	EA	162.07
3915C1666NL	C16-66-NL 1-1/2 BRS CPLG FIPTXPJ PEP NO LEAD	1	1		114.47000	EA	114.47
3915C8666IDR7NL	C86-66-IDR7-NL 1-1/2 BRS CPLG MIPTXPJ PEP NO LEAD	2	2		133.02000	EA	266.04
30I159NL	1-1/2 BRASS 90 NO LEAD (I)	1	1		22.52000	EA	22.52
3915I74	INSERT-74 1-1/2 SS INSERT FOR 1-1/2 IPS PE PIPE 1.610 ID	4	4		4.85000	EA	19.40

Freight      Delivery      Handling      Restock      Misc

Subtotal: 1,272.36  
Other: .00  
Tax: .00  
Invoice Total: \$1,272.36

Terms: NET 30  
Ordered By: BRYCE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>

Thompson & Sons Contracting Inc.  
300 Torbert RD  
Milford, DE 19963

CHANGE ORDER DETAIL FORM  
(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED: 12/30/2024  
CONTRACT: James Farm Ecological-Bancroft Construction  
CONTRACTOR: Thompson & Sons Contracting Inc.  
PROJECT NAME: James Farm Ecological-Bancroft Construction  
CHANGE ORDER REQUEST: #1 Tree Removal-Blocking Trail Way

LABOR SECTION			
TRADESMAN(s):	LABOR HOURS	RATE (per schedule)	SUBTOTAL
Labor T&S	4hrs	\$72.50	\$290.00
Operator	2hrs	\$113.00	\$226.00
Subtotal			\$516.00

MATERIAL SECTION			
MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION			
EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Tools			\$70.00
Equipment			\$100.00
Subtotal			\$170.00

Note: Work is Completed 12/24/2024 per verbal agreement

SUBTOTAL	\$686.00
SUBCONTRACTOR/ SUB TIER*	
15 % PROFIT (15% GC only)	\$102.90
10 % OH & PROFIT	
OH & PROFIT (7.5% sub)	
GRAND TOTAL	\$788.90







**Bancroft Construction**  
2324 W Zion Rd, Suite 108  
Salisbury, Maryland 21801  
P: (410) 844-8080

**Project: CSED0002 - James Farm Eco Preserve**  
30048 Cedar Neck Rd  
Ocean View, Delaware 19970

## CHANGE EVENT #036 - Reconciliation Change Order

**Origin:**

**Date Created:** 4/9/2025

**Status:** Pending

**Type:** Other

**Description:** ADD ITEMS

**Created By:** John Sauter

**Scope:** TBD

**Change Reason:** Construction Change

- - Time & materials related to constructing rafters over Maintenance Building Storage area to resolve glulam issue
  - Time & materials related to unofficial RFI / coordination of constructing doors
  - Time & materials related to water main tie-in with existing onsite water -CE #35

### CREDIT ITEMS

- - - Time related to deletion of one amphitheater (applicable bench and platform materials to be left onsite)
    - Time & materials related to deletion of bench brackets and benches integral to Maintenance & Education building walls (apx. eight (8) – 6 ft benches)
    - Time & materials related to deletion of two (2) screen windows on Education Building
    - Time & materials related to reducing roofing gutters on Maintenance Building (less T&M applicable to gutter & spout requested over storage room front door)
    - Time & materials related to omitting three (3) SS column caps for Maintenance Building interior wall (permitting wood framed bracing)
    - Delete Benches at Storage building fence

**Attachments:** [James Farm Extras Corrected.pdf](#), [2x12s for beams.pdf](#)

## CHANGE EVENT LINE ITEMS

			Revenue					Cost							
Budget Code	Vendor / Contract	UOM	QTY	Unit Cost	ROM	Prime PCO	Latest Price	QTY	Unit Cost	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
06-110.06 Wood Pressure Treatment (Materials)  Description: 2x12 Treated for Beams	Bancroft Construction Company	ls	1.0	\$2,245.96	\$2,245.96	\$2,245.96	\$2,245.96	1.0	\$2,245.96	\$2,245.96			\$2,245.96		
06-100.06 Rough Carpentry.Subcontract	Above All Construction, LLC CSED0002-008	hours	117.3	\$75.00	\$8,797.50	\$8,797.50	\$8,797.50	117.3	\$75.00	\$8,797.50			\$8,797.50		
Description: Sliding Doors and Beams Extra Work															
05-700.06 Simpson Ties, Bolts and Hold-Downs  Description: Deletion of Bench Brackets	Aledak Metal Works, Inc. CSED0002-015	ea	20.0	(\$201.50)	(\$4,030.00)	(\$4,030.00)	(\$4,030.00)	20.0	(\$201.50)	(\$4,030.00)			(\$4,030.00)		
06-100.06 Rough Carpentry.Subcontract	Above All Construction, LLC CSED0002-008	hours	54.0	(\$75.00)	(\$4,050.00)	(\$4,050.00)	(\$4,050.00)	54.0	(\$75.00)	(\$4,050.00)			(\$4,050.00)		
Description: Deleted Installation of bench brackets and wood seats															
03-001.06 Concrete.Subcontract	Shore Construction Services CSED0002-011	ls	1.0	(\$1,300.00)	(\$1,300.00)	(\$1,300.00)	(\$1,300.00)	1.0	(\$1,300.00)	(\$1,300.00)			(\$1,300.00)		
Description: Deleted Installation of amphitheater perma columns															
06-100.06 Rough Carpentry.Subcontract	Above All Construction, LLC CSED0002-008	hours	32.0	(\$75.00)	(\$2,400.00)	(\$2,400.00)	(\$2,400.00)	32.0	(\$75.00)	(\$2,400.00)			(\$2,400.00)		
Description: Not framing Screen Windows															
05-700.06 Simpson Ties, Bolts and Hold-Downs  Description: Deduct for SS Brackets in not made in Maintenance Building	Bancroft Construction Company	ls	1.0	(\$960.00)	(\$960.00)	(\$960.00)	(\$960.00)	1.0	(\$960.00)	(\$960.00)			(\$960.00)		
1-515.02 Project Manager.Regular Labor					(\$84.83)	(\$84.83)	(\$84.83)						\$0.00	(\$84.83)	
01-141.07 Bonding.Other					(\$16.97)	(\$16.97)	(\$16.97)						\$0.00	(\$16.97)	
90-999.10 Fee.Fee & Field Cost					(\$84.83)	(\$84.83)	(\$84.83)						\$0.00	(\$84.83)	
Grand Totals					(\$1,883.16)	(\$1,883.16)	(\$1,883.16)			(\$1,696.54)	\$0.00	\$0.00	(\$1,696.54)	(\$186.62)	\$0.00





Sussex Lumber  
Sussex Lumber Company, Inc.  
PO Box 509  
Millsboro DE 19966  
302-934-8128  
Fax: 302-934-6866

**CUSTOMER COPY**



**ORDER**

2412-C30579 R1 PAGE 1 OF 1

SOLD TO
Cash Sales

SHIP TO
BANCROFT CONSTRUCTION JAMES FARM JOB 30048 CEDAR NECK RD Ocean View DE 19970 302-535-0157

BANCROFT CONSTRUCTION  
1300 NORTH GRANT AVE  
WILMINGTON DE 19806

DELIVER ASAP!! CALL JAY BEFORE  
DELIVERY 302-535-0157

ACCT NO.	JOB
CASH	0
ENTRY DATE	12/17/2024 10:29:47 AM
DELIVER ON	01/03/2025
BRANCH	1000
CUSTOMER PO#	
STATION	S13
CASHIER	392
SALESPERSON	
ORDER ENTRY	392
MODIFIED BY	392

Item	Description	D	Ordered	Sold	Remain	UM	Price	Per	Amount
SOC30579-000	2" X 12" X 24' TREATED This item is special order and is non-returnable.		12		12	EA	150.0000	EA	1,800.00
LBRST21220	2X12X20 TREATED LUMBER		6		6	EA	65.6600	EA	393.96
PLYTCDXP124	1/2 X 4 X 8 TREATED CDX PINE		4		4	EA	44.5500	EA	178.20
DELIVERY	Fuel Charge	N	1		1	EA	2.0000	EA	2.00
DELCHG	DELIVERY WITHIN 40 MILES	N	1		1	EA	50.0000	EA	50.00

Payment Method(s) Buyer: JAY CALLED IN

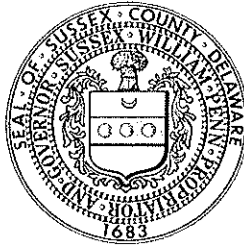
DE 0.00%	SubTotal	2,424.16
	Sales Tax	0.00
	Deposit	0.00
Please pay this amount		2,424.16

Signature \_\_\_\_\_

## ENGINEERING DEPARTMENT

MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

(302) 855-7370 T  
(302) 854-6391 F  
mike.harmer@sussexcountysde.gov



**Sussex County**  
DELAWARE  
sussexcountysde.gov

### Memorandum

TO: Sussex County Council  
The Honorable Douglas B. Hudson, President  
The Honorable John L. Rieley, Vice President  
The Honorable Jane Gruenebaum  
The Honorable Matthew R. Lloyd  
The Honorable Steve C. McCarron

FROM: Hans Medlarz, Project Manager

RE: *Inland Bays RWF, Effluent Irrigation Farm Leases*  
*A. Reauthorization of Double H Farms Lease (TP234-16.00-21.01)*  
*B. Reauthorization of M&M Farm Lease (TP234-21.00-171.00)*

DATE: June 24, 2025

The 5-year capital plan approved in the County's FY 24 Capital Budget anticipated several large projects at the Inland Bays Regional Wastewater Facility (IBRWF). Ultimately, treated effluent from the IBRWF will be distributed to agricultural spray partners and forested spray sites under DNREC permit no. 359141-08, as well as a rapid infiltration basin under DNREC permit review to be permitted, constructed and maintained by Artesian Wastewater Resources on leased County property.

The plans for the treatment capacity expansion include alternative disposal options which were approved by DNREC, Division of Water in lieu of requiring additional storage capacity. DNREC furthermore signaled permitting capacity increases would be in stages with the first stage not to exceed 3.0 million gallons per day (mgd). The County's Phase 2 design plans reflect this approach by keeping the location for a potential storage lagoon unencumbered while at the same time moving forward with developing all alternative outlets.

The following alternate outlets are approved or in the approval process:

1. Connection to Artesian's Stonewater Creek Facility:

The base agreement with Artesian Wastewater Management, Inc. was approved by Council on August 30, 2016. On January 29, 2019, Council approved Addendum No. 1, expanding the exchange to treated effluent under a 4 to 1 ratio between effluent and



wastewater. On September 10, 2019, Council approved Addendum No. 2 making the County's pretested land available for a spare Artesian disposal area in exchange for utilization of Artesian full effluent disposal quantity at the Stonewater Facility up to 450,000 gpd. This facility will be served off the effluent disposal loop.

The physical connection to Artesian's Stonewater facility was completed and tested in January of 2020. Prior to commencement of the discharge, DNREC requested Artesian to file an authorization to operate, which was submitted on February 11, 2020. In addition, DNREC required a technical memorandum of understanding between the utilities on how to share operational responsibilities which was submitted on February 22, 2020. On July 1, 2020, DNREC issued the modified operations permit.

## 2. Connection to Agricultural Spray Partners:

The County has three (3) agricultural spray partners, under two different agricultural distribution arrangements. The first one has the respective spray partner leasing County land while the second incentivizes the spray partner for using treated effluent application, at agronomic rates, on partner owned land. DNREC Regulations Governing the Design, Installation & Operation of On-site Wastewater Treatment & Disposal Systems Section 6.11.8 require these spray agreements. Both spray agreements have been developed by the County Attorney, in compliance with DNREC Regulations. The agreement for use with County owned land was first executed at settlement of the land purchase and is still in effect. The agreements for partner owned lands expire by the end of 2025. Given the investment the Department approached both partners to renew the leases for a ten (10) year term with automatic two (2) renewals. In addition, the rates were adjusted based on past CPI values and will also be adjusted for the duration of the lease on an annual basis.

The County's must provide effluent water quality consistent with DNREC Regulation Section 6.3.2.3.2 for unlimited public access. Therefore, all agricultural spray applications require the completion of the filtration upgrades included under the current capacity expansion project which will not be available until the fall of 2026. The effluent distribution loop will be available earlier at the beginning of the 2026 growing season and connections will be made and tested in anticipation of full utilization later that year.

The Engineering Department is now requesting reauthorization of both farm leases as presented for a term of ten (10) years, with an annual fee increase based on the Philadelphia area CPI index.

## AGRICULTURAL SPRAY AGREEMENT

THIS AGRICULTURAL SPRAY AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Sussex County, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 (the "COUNTY"), and Double H Farm, LLC, a Delaware limited liability company, with an address of 32740 Webbs Landing Road, Lewes, DE 19958.

WHEREAS, the COUNTY is constructing an effluent water loop system at its Inland Bays Regional Wastewater Facility ("the Facility") that will carry highly treated wastewater effluent to certain properties surrounding the Facility; and

WHEREAS, PROPERTY OWNER owns the parcel of land to which this Agreement pertains (Sussex County Tax Parcel No. 234-16.00-21.01), located near the Facility on Townsend Road, which will be connected to the effluent water loop system and to which the COUNTY desires to provide treated wastewater effluent for agricultural use.

WHEREAS, the COUNTY and the PROPERTY OWNER ("Parties") desire that the COUNTY'S effluent water loop system provide treated wastewater to the PROPERTY OWNER'S Land on-demand for crop application via center-pivot irrigation rigs; and

WHEREAS, the Parties desire to enter into this Agreement as to their mutual obligations to each other.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the terms, conditions, representations, warranties and covenants herein contained, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. RECITALS. The Recitals above are incorporated herein by reference and made a part of this Agreement.

2. COUNTY AND FACILITY. The COUNTY is the operator of the Facility referenced herein. As required by Section 6.11.8.2.2.2 of the Delaware Department of Natural Resources and Environmental Control Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems (the "DNREC Regulations"), the COUNTY shall execute this Agreement in its capacity as the operator of the Facility.

3. LAND. Double H Farm, LLC owns all that certain cleared agricultural land, being 89.7 Tillable Acres +/- with 62.5 Acres under spray +/- situated in Indian River Hundred, Sussex County, Delaware, and being further identified as Tax Map and Parcel Number 234-16.00-21.01, as outlined on the maps attached hereto as Exhibit A which is incorporated herein by reference ("Land"). As required by the DNREC Regulations, the Deed to Double H Farm, LLC verifying ownership of the Land, and the Land's zoning

verification are attached hereto as Exhibits B and C, respectively, and are incorporated herein by reference.

4. TERM OF AGREEMENT. The initial term for the COUNTY'S provision of treated wastewater to the PROPERTY OWNER'S land under this Agreement would be terminating December 31, 2025. However, the Parties desire to establish a ten (10) year term commencing on January 1, 2026, and terminating on December 31, 2035. Furthermore, this Agreement shall automatically renew on the same terms and conditions contained herein for an additional two (2) year terms unless either party provides the other party with written notice of its intent not to renew at least One Hundred Twenty (120) days prior to the end of the applicable term.

5. FEES.

- a). Agricultural Availability Fee. The COUNTY shall pay the PROPERTY OWNER a total annual availability fee of \$1,166.00 to allow the COUNTY to spray the treated wastewater or effluent on the PROPERTY OWNER'S Land ("Availability Fee"). The annual Fee is based on a \$13.00 per acre charge for 89.7 tillable acres. The COUNTY'S obligation to pay the PROPERTY OWNER the Availability Fee referenced herein is expressly contingent upon PROPERTY OWNER farming the Land. Each year's annual Fee shall be paid to the PROPERTY OWNER by the COUNTY on or before January 1<sup>st</sup> for that year.
- b). Usage Fee. The COUNTY shall pay PROPERTY OWNER compensation for its actual metered usage of treated wastewater sprayed on PROPERTY OWNER'S Land ("Usage Fee"). The Usage Fee will be calculated at \$0.65 per 1,000 gallons of sprayed treated wastewater. The Usage Fee shall be paid to the PROPERTY OWNER by the COUNTY monthly no later than the 15<sup>th</sup> day of each month. The Usage Fee shall be recalculated annually based on the Philadelphia Area – all items Consumer Price Index CPI-U starting January 1, 2026.
- c). Fees Contingent Upon Crops Being Harvested. PROPERTY OWNER acknowledges that the fees being paid by the COUNTY are contingent upon the PROPERTY OWNER harvesting the crops from the Land. If PROPERTY OWNER fails or refuses to harvest its crops as required herein, PROPERTY OWNER shall be required to repay all Availability Fees and Usage Fees it received from the COUNTY under this Agreement. This provision shall survive expiration or earlier termination of this Agreement.

6. USE OF LAND. The COUNTY owns and operates the Inland Bays Regional Wastewater Facility that produces treated wastewater for agricultural uses (alternatively referred to herein as "effluent", "treated wastewater" or "reclaimed water"). The PROPERTY OWNER herewith agrees to accept all such effluent as deemed necessary by the PROPERTY OWNER for agricultural purposes and the PROPERTY OWNER shall use



the COUNTY'S effluent exclusively for all agricultural irrigation needs as long as the COUNTY's treated wastewater is available. As a condition of this Agreement, the PROPERTY OWNER reserves the unilateral right to direct the location of the discharge upon any or all portions of the Land as deemed, in the opinion of the PROPERTY OWNER, best servicing the interest of the PROPERTY OWNER'S farming operations.

The COUNTY shall be responsible for the design and installation of the effluent water loop system, including the automated connection to the PROPERTY OWNER'S existing irrigation systems. PROPERTY OWNER shall grant access to its existing irrigation system to the COUNTY for the purposes of connecting the effluent water loop system. COUNTY shall make every effort to schedule and coordinate the installation of the effluent water loop system so as not to affect the PROPERTY OWNER'S farming operation.

The Land may be used for producing agricultural commodities. The PROPERTY OWNER shall not plant any crops intended for direct human consumption. The PROPERTY OWNER agrees to follow good farm management practices and to farm the land in a good and husband-like manner to avoid degradation of the environment and further agrees to the following:

- a) The PROPERTY OWNER shall till all irrigated fields on an annual basis. An annual crop harvest of agricultural commodities is mandatory for the spring/summer growing season.
- b) The PROPERTY OWNER shall be responsible for the Nutrient Management Plan for the Land, as required by the State of Delaware's 1999 Nutrient Management Act and the DNREC Regulations. The PROPERTY OWNER shall provide the COUNTY with a copy of the Nutrient Management Plan for the Land. The COUNTY shall supply the PROPERTY OWNER, for incorporation into said plan, flow and nutrient information of treated effluent as required by DNREC Regulations.
- c) To ensure that the COUNTY'S effluent water loop system is compatible and can be properly connected, the PROPERTY OWNER shall notify the COUNTY if it installs an additional or modified irrigation system.
- d) The COUNTY is not responsible for wildlife damages to agricultural commodities on the Land.
- e) PURSUANT TO 3 DEL. C. § 2301, THE PROPERTY OWNER ACKNOWLEDGES THAT THE COUNTY HAS INFORMED PROPERTY OWNER OF THE POTENTIAL LIMITATION, RISK AND LOSS REGARDING THE USE OF EFFLUENT OR RECLAIMED WATER ON CONVENTIONAL CROPS INTENDED FOR DIRECT HUMAN CONSUMPTION. THE PROPERTY OWNER FURTHER ACKNOWLEDGES THAT THE EFFLUENT OR RECLAIMED WATER MAY ONLY BE APPLIED TO GROWING

VEGETATION AND SHALL NOT BE APPLIED TO CONVENTIONAL CROPS INTENDED FOR DIRECT HUMAN CONSUMPTION.

- f) The PROPERTY OWNER shall pay for all utilities necessary for its operations on the Land.

7. HOLD HARMLESS.

- a) BY PROPERTY OWNER. To the fullest extent permitted by law, the PROPERTY OWNER shall indemnify, hold harmless and defend the COUNTY, its elected and appointed officials, officers, employees, servants, representatives, agents, guests, and invitees from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of or resulting from the PROPERTY OWNER's uses of and operations upon the Land, including all aspects of farming operations thereon, and expressly including its application of the COUNTY'S treated wastewater in any manner inconsistent with the terms of this Agreement, including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible and intangible property, whether said property is real or personal, including the loss of use resulting therefrom, asserted by any person, persons or artificial entity, including, but not limited to the PROPERTY OWNER's members, officers, directors, employees, servants, representatives, guests, invitees, subcontractors, licensees, visitors, etc.
- b) BY COUNTY. To the fullest extent permitted by law, the COUNTY shall indemnify, hold harmless and defend the PROPERTY OWNER, its members, officers, directors, employees, servants, representatives, agents, guests, and invitees from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of, or resulting from claims attributable to, the quality of the treated wastewater provided by the COUNTY, whether or not the COUNTY has complied with DNREC's Permit LTS 5004-90-12; including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible and intangible property, whether said property is real or personal, including the loss of use resulting therefrom, asserted by any person, persons or artificial entity. By way of clarification, notwithstanding PROPERTY OWNER'S application of COUNTY-supplied treated wastewater to the Land, the COUNTY maintains full responsibility for, and liability for claims attributable to the quality of the treated wastewater supplied by it to PROPERTY OWNER under the terms of this Agreement.

8. MAINTENANCE AND/OR REPLACEMENT OF EXISTING IRRIGATION SYSTEM. The parties acknowledge that PROPERTY OWNER owns an existing irrigation system with three (3) center-pivot irrigation rigs located on the Land (the "Irrigation System"). During the term of this Agreement, and any renewals thereof, PROPERTY

OWNER shall maintain the Irrigation System in its existing condition, normal wear and tear excepted. PROPERTY OWNER shall be responsible for all maintenance and repair of the Irrigation System. In the event the PROPERTY OWNER'S irrigation system fails completely and cannot be repaired as contemplated herein, PROPERTY OWNER shall provide the COUNTY with written notice thereof and shall promptly replace the irrigation system in order to accept the COUNTY'S treated wastewater. Replacement shall take place in a timely manner from the date PROPERTY OWNER determines that replacement will be necessary, and which shall not extend beyond or exceed the current availability year.

#### 9. CONDITIONS OF SERVICE

- a) The COUNTY agrees to be solely responsible for the connection to the PROPERTY OWNER'S irrigation system including valving, metering and automatic control tie-ins as well as the removal of the improvements in case of an agreement termination. The County agrees to provide 60 psi at the connection point to the effluent water loop.
- b) The COUNTY operates under DNREC Permit LTS 5004-90-12 ("DNREC Permit"), incorporated by reference herein. Throughout the term of this Agreement, the COUNTY shall meet all terms and conditions of the DNREC Permit. The COUNTY shall provide the PROPERTY OWNER a copy of the DNREC Permit and shall promptly notify and provide PROPERTY OWNER copies of any changes to the terms and conditions of, or substitutions or replacements thereof.
- c) The COUNTY will provide all test results required by the permit to the PROPERTY OWNER at the same time as they are submitted to the State.

10. INSURANCE. During the term of this Agreement and any renewals hereof, the PROPERTY OWNER shall, at its sole cost and expense, maintain commercial general liability insurance, and other insurance coverage, in such coverage amounts as is standard for the agricultural activities being performed on the Land. Prior to the effective date of this Agreement, the PROPERTY OWNER shall provide to the COUNTY a certificate or certificates of insurance evidencing all insurance coverage in a form that is satisfactory to the COUNTY. PROPERTY OWNER's failure to provide the certificate or certificates shall constitute an act of default under this Agreement.

11. ASSIGNMENT. The PROPERTY OWNER shall not assign this Agreement, nor lease the Land or otherwise permit the whole or any part of the Land to be occupied by others without the prior written consent of the COUNTY which consent shall not be unreasonably withheld. The COUNTY'S consent to one or more assignments or leases shall not operate as a waiver of the COUNTY'S rights pertaining to future assignments or leases.

12. COUNTY'S DEFAULT. The following events shall be deemed to be a default by the COUNTY: 1) failure to pay any fee installment and such failure shall continue for fifteen (15) days after the PROPERTY OWNER sends written notice to the COUNTY; 2) failure to comply with any provision of this Agreement, other than the failure to pay any Fee installment, and such failure to comply has not been cured within fifteen (15) days after the PROPERTY OWNER sends written notice to the COUNTY; or 3) the COUNTY: (a) becomes insolvent; (b) makes a transfer in fraud to creditors; (c) makes an assignment for the benefit of creditors; (d) files a petition under any section of the Federal Bankruptcy Act; (e) is adjudged bankrupt; or (f) has a receiver appointed, all of which shall result in the immediate termination of this Agreement.

Upon the occurrence of any of the above, upon providing written notice to the COUNTY, the PROPERTY OWNER may elect to terminate this Agreement. If this Agreement is terminated, PROPERTY OWNER shall thereafter be solely responsible for the provision of irrigation water to the Land. Upon the COUNTY's default, the PROPERTY OWNER shall be entitled to pursue any and all remedies available to it as more fully set forth in paragraph 17 hereof.

13. PROPERTY OWNER'S DEFAULT. The following events shall be deemed to be a default by the PROPERTY OWNER: 1) failure to comply with any provision of this Agreement, and such failure to comply has not been cured within fifteen (15) days after the COUNTY sends written notice to the PROPERTY OWNER; 2) the PROPERTY OWNER: (a) becomes insolvent; (b) makes a transfer in fraud to creditors; (c) makes an assignment for the benefit of creditors; (d) files a petition under any section of the Federal Bankruptcy Act; (e) is adjudged bankrupt; or (f) has a receiver appointed, all of which shall result in the immediate termination of this Agreement; or 3) the PROPERTY OWNER deserts, abandons or vacates any substantial portion of the Land.

Upon the occurrence of any of the above, upon providing written notice to the PROPERTY OWNER, the COUNTY may elect to terminate this Agreement. If this Agreement is so terminated, PROPERTY OWNER shall thereafter be solely responsible for the provision of irrigation water to the Land. Upon PROPERTY OWNER'S default, the COUNTY shall be entitled to pursue any and all remedies available to it as more fully set forth in paragraph 17 hereof.

14. NOTICES. Any notice under this Agreement shall be in writing and shall be deemed to have been given when (i) delivered in person, (ii) sent by facsimile to the fax number listed below (if any) (provided that such notice is also sent the same day by U.S. first class mail, postage prepaid, addressed to the parties as set forth below), (iii) delivered by Federal Express or other reputable overnight courier service, or (iv) Three (3) days after same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

To the COUNTY:

Mike Harmer, Sussex County Engineer  
Sussex County Administration Building  
2 The Circle  
P.O. Box 589  
Georgetown, DE 19947  
Fax: (302) 855-7799

with a copy to:

J. Everett Moore, Jr., Esquire  
Moore & Rutt, P.A.  
122 West Market Street  
P.O. Box 554  
Georgetown, DE 19947  
Fax (302) 855-9803

To the PROPERTY OWNER:

Double H Farm, LLC  
32740 Webbs Landing Road  
Lewes, DE 19958  
Attn: R. Roland Hill & Jerad A. Hill  
E-mail: jeradhill@hotmail.com

15. WAIVER OF BREACH. Either party's waiver of any right or remedy available to it in the event of any default or breach of any term, covenant or condition of this Agreement shall not constitute a waiver of any succeeding default or breach of the same or other terms and conditions of this Agreement. Either party's waiver or acceptance of the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing.

16. ATTORNEYS' FEES AND EXPENSES. If either party institutes litigation against the other relating to this Agreement or any default hereunder, each party shall be responsible for their respective expenses of prosecuting or defending such action, including without limitation, attorneys' fees, expenses, and court costs. The obligations under this section shall survive the expiration or earlier termination of this Agreement.

17. REMEDIES. In the event of a default or dispute between the parties, each party shall be entitled to all remedies available, in law or in equity, including the right to seek injunctive relief, if applicable. The remedies herein contained shall be cumulative,

and the exercise of any one remedy by a party shall not be to the exclusion of any other remedy.

18. **BINDING AGREEMENT.** The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder. Nothing contained in this Agreement shall be interpreted as a waiver of the sovereign immunity of COUNTY.

19. **TIME.** Time is of the essence of this Agreement.

20. **LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, and any action brought to enforce any right or obligation under this Agreement may only be brought in the courts of the State of Delaware with venue lying in Sussex County, Delaware.

21. **ENTIRE CONTRACT.** This instrument contains the entire agreement of the parties and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations or warranties, either oral or written, except those contained in this Agreement.

22. **AMENDMENT.** This Agreement may not otherwise be amended, modified, rescinded or supplemented orally, and no amendment, modification, waiver, recession or supplementation shall be valid unless in writing and signed by all of the parties hereto.

23. **SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected, and this Agreement shall remain in full force and effect as if it has been executed with the invalid portion omitted.

24. **NO CONCLUSION AS TO DRAFTER.** This Agreement is the product of the parties hereto and no conclusion shall be drawn as to its drafter in the event of any dispute.

25. **HEADINGS.** The headings of the paragraphs are for convenience only and are not part of this Agreement.

26. **WAIVER OF JURY TRIAL.** The parties to this Agreement agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Agreement.

27. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and

photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.

28. NO PARTNERSHIP OR AUTHORITY TO BIND. Nothing herein contained shall be construed as creating a partnership, or any other relationship, between the parties other than as specifically outlined in this Agreement. Neither party shall have any authority to enter into any contract or agreement for, on behalf of or in the name of the other party, or to legally bind the other party to any commitment or obligation.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.  
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have hereunto executed or caused this Agreement to be executed by their duly authorized officials, in duplicate each of which shall be deemed an original on the date first above written.

COUNTY AS OPERATOR OF INLAND BAYS  
REGIONAL WASTEWATER FACILITY:

SUSSEX COUNTY, a political subdivision of the  
State of Delaware

By: \_\_\_\_\_ (SEAL)  
Douglas B. Hudson, President of the  
Sussex County Council

Attest: \_\_\_\_\_  
Tracy Torbert, Clerk of the Sussex  
County Council

\_\_\_\_\_  
Date

PROPERTY OWNER:

DOUBLE H FARM, LLC  
a Delaware Limited Liability Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
R. Roland Hill, III

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Jerad A. Hill

\_\_\_\_\_  
Date



EXHIBIT A

Sussex County Tax Map of  
Parcel No. 234-16.00-21.01

EXHIBIT B

Deed for Sussex County Tax Parcel No.  
234-16.00-21.01

## EXHIBIT C

### Zoning Verification for Land

## AGRICULTURAL SPRAY AGREEMENT

THIS AGRICULTURAL SPRAY AGREEMENT ("Agreement") Is made and entered into this \_\_\_\_ day of \_\_\_\_, 2025, by and between Sussex County, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 (the "COUNTY"), and M&M Farms, LLC, a Delaware limited liability company ("M&M") of 15046 Gravel Hill Road, Milton, DE 19968, and agricultural tenant in possession of certain lands of Hollyville Farms, LLC, a Delaware limited liability company ("Hollyville Farms"), with an address of 17420 Minos Conaway Road, Lewes DE 19958

WHEREAS, the COUNTY is constructing an effluent water loop system at its Inland Bays Regional Wastewater Facility ("the Facility") that will carry highly treated wastewater effluent to certain properties surrounding the Facility; and

WHEREAS, Hollyville Farms owns the parcel of land to which this Agreement pertains (Sussex County Tax Parcel No. 234-21.00-171.00), located near the Facility on Mount Joy Road, which will be connected to the effluent water loop system and to which the COUNTY desires to provide treated wastewater effluent for agricultural use. M&M Farms is a related entity to Hollyville Farms, and the agricultural tenant under a long-term agricultural lease with Hollyville Farms ("Agricultural Lease"). Hollyville Farms desires to confirm M&M's authority under the Agricultural Lease, to accept and exclusively use the County's treated wastewater effluent upon the terms and conditions stated in this Agreement, and desires that for all purposes, M&M be considered the property owner hereunder ("PROPERTY OWNER").

WHEREAS, the COUNTY and the PROPERTY OWNER ("Parties") desire that the COUNTY'S effluent water loop system provide treated wastewater to the PROPERTY OWNER'S land on-demand for agricultural rate application via a center-pivot irrigation rig; and

WHEREAS, the Parties desire to enter into this Agreement as to their mutual obligations to each other.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the terms, conditions, representations, warranties and covenants herein contained, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. RECITALS. The Recitals above are incorporated herein by reference and made a part of this Agreement.

2. COUNTY AND FACILITY. The COUNTY is the operator of the Facility referenced herein. As required by Section 6.11.8.2.2.2 of the Delaware Department of Natural Resources and Environmental Control Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems (the "DNREC Regulations"), the COUNTY shall execute this Agreement in its capacity as the operator of the Facility.

3. LAND. Hollyville Farms owns all that certain cleared agricultural land, being 73 Tillable Acres +/- with 65 Acres under spray +/- situated in Indian River Hundred, Sussex

County, Delaware, and being further identified as Tax Map and Parcel Number 234-21.00-171.00, as outlined on the maps attached hereto as Exhibit A which is incorporated herein by reference ("Land"). As required by the DNREC Regulations, the Deed to Hollyville Farms verifying ownership of the Land, and the Land's zoning verification are attached hereto as Exhibits B and C, respectively, and are incorporated herein by reference. As stated above, M&M Farms is the agricultural tenant under the Agricultural Lease with Hollyville Farms, with authority to enter into this Agreement under the Agricultural Lease, and for all purposes herein, is the Property Owner hereunder.

4. TERM OF AGREEMENT. The initial term for the COUNTY'S provision of treated wastewater to the PROPERTY OWNER's land under this Agreement would be terminating December 31, 2025. However, the Parties desire to establish a ten (10) year term commencing on January 1, 2026, and terminating on December 31, 2035. Furthermore, this Agreement shall automatically renew on the same terms and conditions contained herein for additional two (2) year terms unless either party provides the other party with written notice of its Intent not to renew at least One Hundred Twenty (120) days prior to the end of the applicable term.

5. FEES.

- a) Agricultural Availability Fee. The COUNTY shall pay the PROPERTY OWNER a total annual availability fee of \$949.00 to allow the COUNTY to spray the treated wastewater or effluent on the PROPERTY OWNER'S Land ("Availability Fee"). The annual Fee is based on a \$13.00 per acre charge for 73 tillable acres. The COUNTY'S obligation to pay the PROPERTY OWNER the Availability Fee referenced herein is expressly contingent upon PROPERTY OWNER farming the Land. The pro-rated Availability Fee for 2020 shall be due and payable upon the Parties' execution of this Agreement. Each year's annual Fee shall be paid to the PROPERTY OWNER by the COUNTY on or before January 1st for that year.
- b) Usage Fee. The COUNTY shall pay PROPERTY OWNER compensation for its actual metered usage of treated wastewater sprayed on PROPERTY OWNER'S Land ("Usage Fee"). The Usage Fee will be calculated at \$0.65 per 1,000 gallons of sprayed treated wastewater. The Usage Fee shall be paid to the PROPERTY OWNER by the COUNTY monthly no later than the 15<sup>th</sup> day of each month. The Usage Fee shall be recalculated annually based on the Philadelphia Area – all items Consumer Price Index CPI-U starting January 1, 2026.
- c) Fees Contingent Upon Crops Being Harvested. PROPERTY OWNER acknowledges that the fees being paid by the COUNTY are contingent upon the PROPERTY OWNER planting and harvesting the crops from the Land. If PROPERTY OWNER falls or refuses to harvest its crops as required herein, PROPERTY OWNER shall be required to repay all Availability Fees and Usage Fees it received from the COUNTY under this Agreement. This provision shall survive expiration or early termination of this Agreement.

6. USE OF LAND. The COUNTY owns and operates the Inland Bays Regional Wastewater Facility that produces treated wastewater for agricultural uses (alternatively referred to herein as "effluent", "treated wastewater" or "reclaimed water"). The PROPERTY

OWNER herewith agrees to accept all such effluent as deemed necessary by the PROPERTY OWNER for agricultural purposes and the PROPERTY OWNER shall use the COUNTY'S effluent exclusively for all agricultural irrigation needs as long as the COUNTY's treated wastewater is available. As a condition of this Agreement, the PROPERTY OWNER reserves the unilateral right to direct the location of the discharge upon any or all portions of the Land as deemed, in the opinion of the PROPERTY OWNER, best serving the interest of the PROPERTY OWNER'S farming operations.

The COUNTY shall be responsible for the design and installation of the effluent water loop system, including the automated connection to the PROPERTY OWNER'S existing irrigation systems. The COUNTY will design and install the effluent water loop system which shall be completed between the Effective Date of this Agreement and the 2026 growing season. Notwithstanding the foregoing, the parties acknowledge that the COUNTY'S provision of treated wastewater to the Property shall be subject to completion of the water loop system and the Facility's treatment improvements permitted by DNREC. PROPERTY OWNER shall grant access to its existing irrigation system to the COUNTY via an easement for the purposes of connecting the effluent water loop system. COUNTY shall make every effort to schedule and coordinate the installation of the effluent water loop system so as not to affect the PROPERTY OWNER'S farming operation. The PROPERTY OWNER agrees to follow good farm management practices and to farm the land in a good and husband-like manner to avoid degradation of the environment and further agrees to the following:

- a) The PROPERTY OWNER shall till all irrigated fields on an annual basis. An annual crop harvest of agricultural commodities is mandatory for the spring/summer growing season.
- b) The PROPERTY OWNER shall be responsible for the Nutrient Management Plan for the Land, as required by the State of Delaware's 1999 Nutrient Management Act and the DNREC Regulations. The PROPERTY OWNER shall provide the COUNTY with a copy of the Nutrient Management Plan. The COUNTY shall supply to the PROPERTY OWNER, for incorporation into said plan, flow and nutrient information of treated effluent as required by DNREC Regulations.
- c) The PROPERTY OWNER shall notify the COUNTY if he installs an additional or modified irrigation system to ensure that the COUNTY'S effluent water loop system is compatible and can be properly connected.
- d) The COUNTY is not responsible for wildlife damages to agricultural commodities on the Land.
- e) The PROPERTY OWNER shall pay for all utilities necessary for the farming operations on the Land.
- f) PURSUANT TO 3 DEL. C. § 2301, THE TENANT ACKNOWLEDGES THAT THE COUNTY HAS INFORMED TENANT OF THE POTENTIAL LIMITATION, RISK AND LOSS REGARDING THE USE OF EFFLUENT OR RECLAIMED WATER ON CONVENTIONAL CROPS INTENDED FOR DIRECT HUMAN CONSUMPTION. THE TENANT FURTHER ACKNOWLEDGES THAT THE EFFLUENT OR

RECLAIMED WATER MAY ONLY BE APPLIED TO GROWING VEGETATION AND SHALL NOT BE APPLIED TO CONVENTIONAL CROPS INTENDED FOR DIRECT HUMAN CONSUMPTION.

7. HOLD HARMLESS.

- a) BY PROPERTY OWNER. To the fullest extent permitted by law, the PROPERTY OWNER shall Indemnify, hold harmless and defend the COUNTY, Its elected and appointed officials, officers, employees, servants, representatives, agents, guests, and invitees from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of or resulting from the PROPERTY OWNER's uses of and operations upon the Land, including all aspects of farming operations thereon, and expressly including its application of the COUNTY'S treated wastewater in any manner Inconsistent with the terms of this Agreement, including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or Injury to or destruction of tangible and intangible property, whether said property is real or personal, including the loss of use resulting therefrom, asserted by any person, persons or artificial entity, Including, but not limited to the PROPERTY OWNER's members, officers, directors, employees, servants, representatives, guests, Invitees, subcontractors, licensees, visitors, etc.
- b) BY COUNTY. To the fullest extent permitted by law, the COUNTY shall indemnify, hold harmless and defend the PROPERTY OWNER, its members, officers, directors, employees, servants, representatives, agents, guests, and invitees from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of, or resulting from claims attributable to, the quality of the treated wastewater provided by the COUNTY, whether or not the COUNTY has complied with DNREC's Permit LTS 5004-90-12; including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible and intangible property, whether said property is real or personal, including the loss of use resulting therefrom, asserted by any person, persons or artificial entity. By way of clarification, notwithstanding PROPERTY OWNER'S application of COUNTY-supplied treated wastewater to the Land, the COUNTY maintains full responsibility for, and liability for claims attributable to the quality of the treated wastewater supplied by it to PROPERTY OWNER under the terms of this Agreement.

8. MAINTENANCE and/or REPLACEMENT OF IRRIGATION SYSTEM.

The parties acknowledge that PROPERTY OWNER owns an existing irrigation system with one (1) center-pivot Irrigation rigs located on the Land (the "Irrigation System"). During the term of this Agreement, and any renewals thereof, PROPERTY OWNER shall maintain the Irrigation System in its existing condition, normal wear and tear excepted. PROPERTY OWNER shall be responsible for all maintenance and repair of the Irrigation System. In the event the PROPERTY OWNER'S irrigation

system fails completely and cannot be repaired as contemplated herein, PROPERTY OWNER shall provide the COUNTY with written notice thereof and shall promptly replace the irrigation system to accept the COUNTY'S treated wastewater. Replacement shall take place in a timely manner from the date PROPERTY OWNER determines that replacement will be necessary, and which shall not extend beyond or exceed the current availability year.

#### 9. CONDITIONS OF SERVICE

- a) The COUNTY agrees to be solely responsible for the connection to the PROPERTY OWNER'S irrigation system including valving, metering and automatic control tie-ins as well as the removal of the improvements in case of an agreement termination. The County agrees to provide sixty (60) psi at the connection point to the effluent water loop.
- b) The COUNTY operates under DNREC State Permit No. 359141-08 ("DNREC Permit"), incorporated by reference herein. Throughout the term of this Agreement, the COUNTY shall meet all terms and conditions of the DNREC Permit. The COUNTY shall provide the PROPERTY OWNER a copy of the DNREC Permit and shall promptly notify and provide PROPERTY OWNER copies of any changes to the terms and conditions of, or substitutions or replacements thereof.
- c) The COUNTY will provide all test results required by the permit to the PROPERTY OWNER at the same time as they are submitted to the State.

10. INSURANCE. During the term of this Agreement and any renewals hereof, the PROPERTY OWNER shall, at its sole cost and expense, maintain commercial general liability insurance, and other insurance coverage, in such coverage amounts as is standard for the agricultural activities being performed on the Land. Prior to the effective date of this Agreement, the PROPERTY OWNER shall provide to the COUNTY a certificate or certificates of insurance evidencing all insurance coverage in a form that is satisfactory to the COUNTY. PROPERTY OWNER's failure to provide the certificate or certificates shall constitute an act of default under this Agreement.

11. ASSIGNMENT. The PROPERTY OWNER shall not assign this Agreement, nor lease the Land or otherwise permit the whole or any part of the Land to be occupied by others without the prior written consent of the COUNTY which consent shall not be unreasonably withheld. The COUNTY'S consent to one or more assignments or leases shall not operate as a waiver of the COUNTY'S rights pertaining to future assignments or leases.

12. COUNTY'S DEFAULT. The following events shall be deemed to be a default by the COUNTY: 1) failure to pay any fee installment and such failure shall continue for fifteen (15) days after the PROPERTY OWNER sends written notice to the COUNTY; 2) failure to comply with any provision of this Agreement, other than the failure to pay any Fee installment, and such failure to comply has not been cured within fifteen (15) days after the PROPERTY OWNER sends written notice to the COUNTY; or 3) the COUNTY: (a) becomes insolvent; (b) makes a transfer in fraud to creditors; (c) makes an assignment for the benefit of creditors; (d)



files a petition under any section of the Federal Bankruptcy Act; (e) is adjudged bankrupt; or (f) has a receiver appointed, all of which shall result in the immediate termination of this Agreement.

Upon the occurrence of any of the above, upon providing written notice to the COUNTY, the PROPERTY OWNER may elect to terminate this Agreement. If this Agreement is terminated, PROPERTY OWNER shall thereafter be solely responsible for the provision of irrigation water to the Land. Upon the COUNTY's default, the PROPERTY OWNER shall be entitled to pursue any and all remedies available to it as more fully set forth in paragraph 17 hereof.

13. PROPERTY OWNER'S DEFAULT. The following events shall be deemed to be a default by the PROPERTY OWNER: 1) failure to comply with any provision of this Agreement, and such failure to comply has not been cured within fifteen (15) days after the COUNTY sends written notice to the PROPERTY OWNER; 2) the PROPERTY OWNER: (a) becomes insolvent; (b) makes a transfer in fraud to creditors; (c) makes an assignment for the benefit of creditors; (d) files a petition under any section of the Federal Bankruptcy Act; (e) is adjudged bankrupt; or (f) has a receiver appointed, all of which shall result in the immediate termination of this Agreement; or 3) the PROPERTY OWNER deserts, abandons or vacates any substantial portion of the Land.

Upon the occurrence of any of the above, upon providing written notice to the PROPERTY OWNER, the COUNTY may elect to terminate this Agreement. If this Agreement is so terminated, PROPERTY OWNER shall thereafter be solely responsible for the provision of irrigation water to the Land. Upon PROPERTY OWNER'S default, the COUNTY shall be entitled to pursue any and all remedies available to it as more fully set forth in paragraph 17 hereof.

14. NOTICES. Any notice under this Agreement shall be in writing and shall be deemed to have been given when (i) delivered in person, (ii) sent by facsimile to the fax number listed below (if any) (provided that such notice is also sent the same day by U.S. first class mail, postage prepaid, addressed to the parties as set forth below), (iii) delivered by Federal Express or other reputable overnight courier service, or (iv) Three (3) days after same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Mike Harmer, Sussex County Engineer  
Sussex County Administration Building  
2 The Circle  
P.O. Box 589  
Georgetown, DE 19947  
Fax (302) 855-7799

with a copy to:

J. Everett Moore, Jr., Esquire  
Moore & Rutt, P.A.  
122 West Market Street  
P.O. Box 554  
Georgetown, DE 19947  
Fax (302) 855-9803

To the TENANT:

M&M Farms, LLC  
15046 Gravel Hill Road  
Milton, DE 19968  
Attn: Wayne Baker

with an e-copy to:

Robert G. Gibbs, Esquire  
Morris James, LLP  
107 W. Market Street  
Georgetown, DE 19947  
Fax: (302) 856-7217

15. WAIVER OF BREACH. Either party's waiver of any right or remedy available to it in the event of any default or breach of any term, covenant or condition of this Agreement shall not constitute a waiver of any succeeding default or breach of the same or other terms and conditions of this Agreement. Either party's waiver or acceptance of the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing.

16. ATTORNEYS' FEES AND EXPENSES. If either party institutes litigation against the other relating to this Agreement or any default hereunder, each party shall be responsible for their respective expenses of prosecuting or defending such action, including without limitation, attorneys' fees, expenses, and court costs. The obligations under this section shall survive the expiration or earlier termination of this Agreement.

17. REMEDIES. In the event of a default or dispute between the parties, each party shall be entitled to all remedies available, in law or in equity, including the right to seek injunctive relief, if applicable. The remedies herein contained shall be cumulative, and the exercise of any one remedy by a party shall not be to the exclusion of any other remedy.

18. BINDING AGREEMENT. The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the parties

hereto; and all of the parties hereto shall be jointly and severally liable hereunder. Nothing contained in this Agreement shall be Interpreted as a waiver of the sovereign Immunity of COUNTY.

19. LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, and any action brought to enforce any right or obligation under this Agreement may only be brought in the courts of the State of Delaware with venue lying in Sussex County, Delaware.

20. ENTIRE CONTRACT. This instrument contains the entire agreement of the parties and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations or warranties, either oral or written, except those contained In this Agreement.

21. AMENDMENT. This Agreement may not otherwise be amended, modified, rescinded or supplemented orally, and no amendment, modification, waiver, recession or supplementation shall be valid unless in writing and signed by all of the parties hereto.

22. SEVERABILITY. If any portion of this Agreement shall be held Invalid or unenforceable, the validity of the remaining portion shall be unaffected, and this Agreement shall remain In full force and effect as if it has been executed with the Invalid portion omitted.

23. NO CONCLUSION AS TO DRAFTER. This Agreement is the product of the parties hereto and no conclusion shall be drawn as to its drafter in the event of any dispute.

24. HEADINGS. The headings of the paragraphs are for convenience only and are not part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed or caused this Agreement to be executed by their duly authorized officials, in duplicate each of which shall be deemed an original on the date first above written.

COUNTY AS OPERATOR OF INLAND BAYS  
REGIONAL WASTEWATER FACILITY:

SUSSEX COUNTY, A Political subdivision of the  
State of Delaware

By: \_\_\_\_\_  
Douglas B. Hudson, President of the  
Sussex County Council

Attest: \_\_\_\_\_  
Tracy Torbert, Clerk of the  
Sussex County Council

\_\_\_\_\_  
Date

PROPERTY OWNER:

M&M Farms, LLC  
a Delaware Limited Liability Company

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Authorized Member

\_\_\_\_\_  
Date

Acknowledgement of Hollyville Farms, LLC

Hollyville Farms, LLC, owner of the parcel of land to which this Agreement pertains (Sussex County Tax Parcel No. 234-21.00-171.00), hereby confirms M&M Farms, LLC's standing, as long-term agricultural tenant of the property under the Agricultural Lease, with authority enter into this Agreement, and for all purposes under the Agreement, to be considered the property owner.

Hollyville Farms, LLC  
a Delaware Limited Liability Company

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Authorized Member

\_\_\_\_\_  
Date

**To Be Introduced: 6/24/25**

**Council District 4: Mr. Hudson**

**Tax I.D. No.: 533-17.00-93.03**

**911 Address: 31459 Polly Branch Road, Selbyville**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A STORAGE BUSINESS (6 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.07 ACRES, MORE OR LESS**

**WHEREAS, on the 11<sup>th</sup> day of December 2023, a conditional use application, denominated Conditional Use No. 2500 was filed on behalf of Sean Vermillion; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2500 be \_\_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.**

**NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:**

**Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2500 as it applies to the property hereinafter described.**

**Section 2. The subject property is described as follows:**

**ALL that certain tract, piece or parcel of land lying and being situate in Sussex County, Delaware, and lying on the east side of Polly Branch Road (S.C.R. 386), approximately 0.50-mile southeast of the intersection of Roxana Road (Rt. 17), and being more particularly described in the attached legal description prepared by Parsons & Robinson, P.A., said parcel (portion of) containing 1.07 ac., more or less.**

**This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.**

To Be Introduced: 6/24/25

Council District 3: Ms. Gruenebaum  
Tax I.D. No.: 335-8.00-36.06  
911 Address: 1006 Kings Highway, Lewes

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 1.529 ACRES, MORE OR LESS**

WHEREAS, on the 31st day of January 2024, a zoning application, denominated Change of Zone No. 2028 was filed on behalf of Oscar H. Jr. & Thelma M. Warrington Trustee; and

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 2028 be \_\_\_\_\_; and

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2025, a public hearing was held, after notice, before the County Council of Sussex County, and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

**NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:**

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] adding in lieu thereof the designation C-2 Medium Commercial District as it applies to the property hereinafter described.

**Section 2. The subject property is described as follows:**

ALL that certain tract, piece or parcel of land, lying and being situate in Sussex County, Delaware, and lying on the west side of Kings Highway (Rt. 9), approximately 0.36 mile northwest of Gills Neck Road (S.C.R. 267) and being more particularly described in the attached legal description prepared by Morris James, LLP, said parcels containing 1.529 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

## ENGINEERING DEPARTMENT

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

(302) 855-7370 T  
(302) 854-5391 F  
jashman@sussexcountype.gov



# Sussex County

DELAWARE  
sussexcountype.gov

MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

## **Proposed Hocker Property Expansion of the Sussex County Unified Sanitary Sewer District**

### **PUBLIC HEARING FACT SHEET**

- County Council granted permission to post notices on May 13, 2025 for an expansion of the Sussex County Unified Sanitary Sewer District (Millville Area).
- The Engineering Department had received a request from Davis, Bowen & Friedel Inc., on behalf of their client Hocker Millville, LLC owner of parcels 134-12.00-170.00 & 370.02 adjacent to the existing Millville Area of the SCUSSD.
- Parcels are along Route 17 (Roxana Road) and in State Planning Level 2.
- The project received preliminary site plan approval from the Town of Millville on June 13, 2024.
- The project will be responsible for System Connection Charges in place at the time of connection.
- The Engineering Department posted notices on June 5<sup>th</sup>, added to the website and advertised the weeks of June 11<sup>th</sup> and 18<sup>th</sup>.
- To date we have not received and correspondence in support or opposition.



COUNTY ADMINISTRATIVE OFFICES  
2 THE CIRCLE | PO BOX 589  
GEORGETOWN, DELAWARE 19947



# **PUBLIC NOTICE**

## **PROPOSED HOCKER PROPERTY EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (MILLVILLE AREA)**

**NOTICE IS HEREBY GIVEN** that the Sussex County Council voted on **May 13, 2025** to consider extending the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), Millville Area, to include the Hocker Property project, being situate in Baltimore Hundred, Sussex County, Delaware.

This action is in conformity with 9 Del.C §6502.

A description of the area, which is contiguous to and to be added to the SCUSSD is described as follows:

**BEGINNING** at a point, said point being on the SCUSSD boundary, said point also being on the easterly Right-of-Way (ROW) of Roxana Road (Rt. 17); said point further being the northwesternmost property corner of lands Now-Or-Formerly (N/F) Hocker Family Properties, LLC; thence leaving said ROW and proceeding by and with said Hocker Properties and SCUSSD boundary in a northeasterly, southwesterly and northwesterly direction respectively a total distance of 3,900'± to a point; thence leaving said SCUSSD boundary and continuing by and with said Hocker Properties in a northerly, northeasterly, northerly, southwesterly direction respectively a total distance of 437'± to a point, said point being on the easterly ROW of Roxana Road; thence proceeding by and with said ROW and Hocker Properties in a northwesterly direction a distance of 358'± to a point, said point being that of the **BEGINNING**.

NOTE: The above description has been prepared using Sussex County Tax Map 134-12.00 and Sussex County property assessment records. The annexation contains 25 acres more or less.

A map outlining and describing the extension of the SCUSSD is attached. The area involved is crosshatched.

**The public hearing will be held on this issue at 1:30 p.m. on June 24, 2025 at the regularly scheduled Sussex County Council meeting.** All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any way affected by this boundary extension are welcome to attend. There will be an opportunity for questions and answers. The Sussex County Council following the hearing, at one of their regularly scheduled meetings, will make the final decision on the boundary extension.

For further information, please call or write the Sussex County Engineering Department, 2 The Circle, Post Office Box 589, Georgetown, DE 19947 – (302) 855-7370.

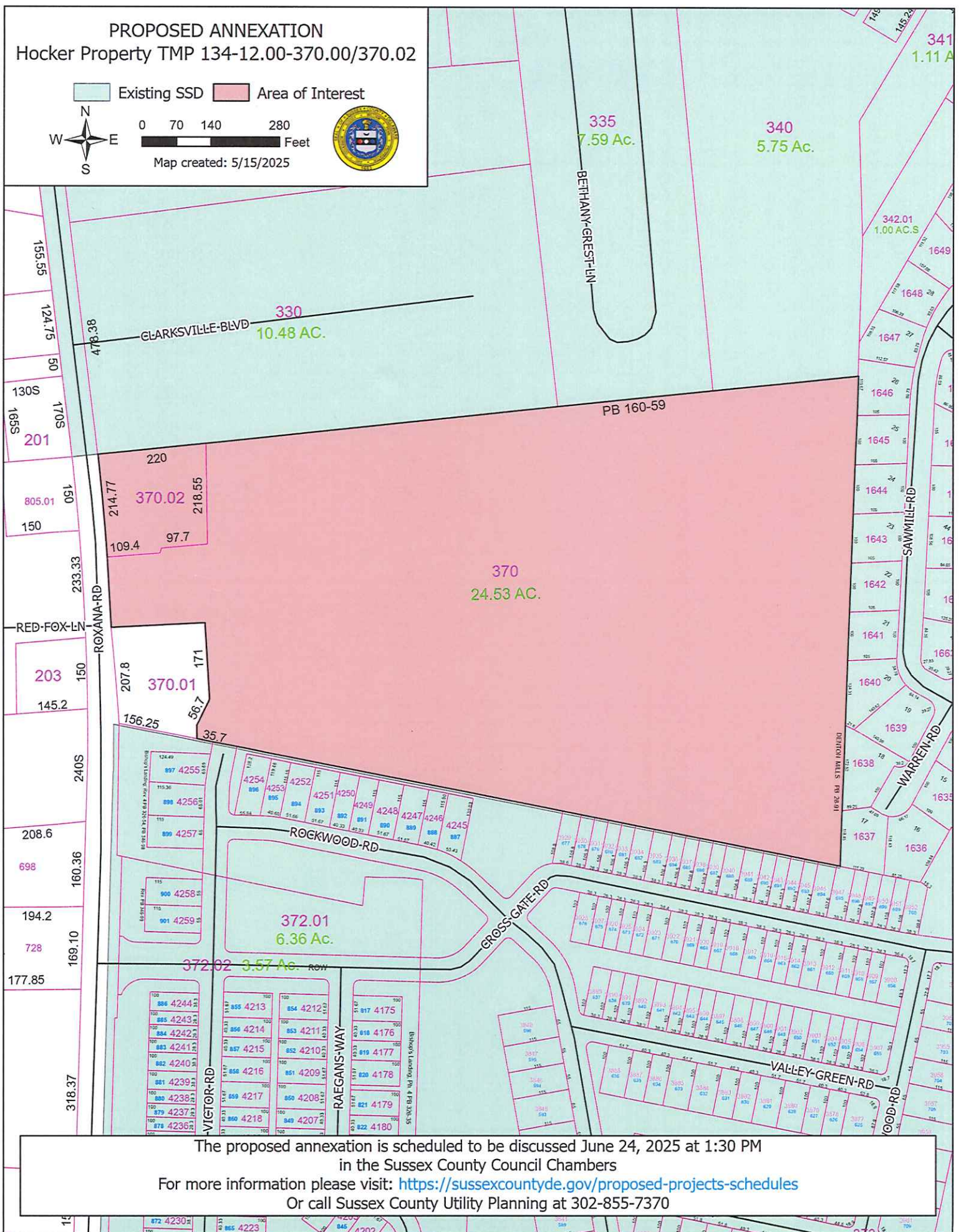
Mike Harmer, P.E.  
County Engineer

PROPOSED ANNEXATION  
Hocker Property TMP 134-12.00-370.00/370.02

Existing SSD Area of Interest



0 70 140 280 Feet  
Map created: 5/15/2025



The proposed annexation is scheduled to be discussed June 24, 2025 at 1:30 PM  
in the Sussex County Council Chambers

For more information please visit: <https://sussexcountyde.gov/proposed-projects-schedules>  
Or call Sussex County Utility Planning at 302-855-7370

SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT  
HOCKER PROPERTY  
AFFIDAVIT FOR PUBLIC NOTICE

STATE OF DELAWARE )(

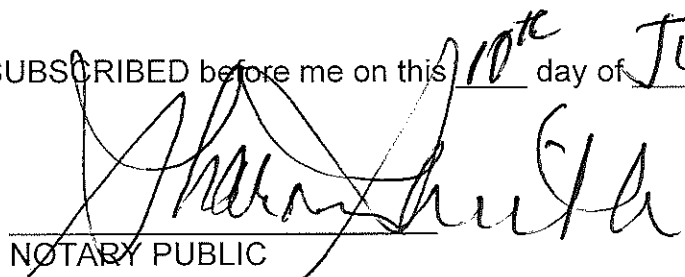
COUNTY OF SUSSEX )(

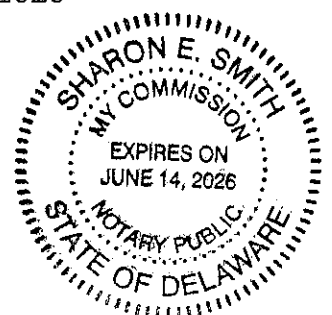
BE IT REMEMBERED That the subscriber, PHILLIP C. CALIO, personally appeared before me and known to me personally to be such, who being by me duly sworn to law did depose and say as follows:

- A. On June 5, 2025, he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On June 5, 2025, he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
1. On the site of the proposed expansion in the following four (4) locations:
    - a. On a post in front of DEC Pole 79869 in the easterly Right-of-Way (ROW) of Roxana Road;
    - b. On a post in the Easterly ROW of Roxana Road across the road from 35499 Red Fox Ln.;
    - c. On a post in the easterly ROW of Roxana Road across the road from DPL Pole 60278/99710
    - d. On a post in the Easterly ROW of Roxana Road 18' south of DEC Pole 79870;
  2. On a post in front of a stop sign in the Easterly Right-of-Way (ROW) of Substation Road at the intersection with Burbage Road;
  3. On a post in front of a STOP sign at the intersection of Substation Road and Cypress Point Trail, Coventry subdivision;
  4. On a post in front of a STOP sign at the intersection of Substation Road and Endless Summer Drive, Millville By The Sea;
  5. On a post in front of a STOP sign at the intersection of Roxana Road and Cross Gate Road, Bishop's Landing subdivision.

  
PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 10<sup>th</sup> day of June A.D., 2025

  
NOTARY PUBLIC



My Commission Expires 6/14/2026

## RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) MILLVILLE AREA, TO INCLUDE THE HOCKER PROPERTY PROJECT LOCATED IN THE BALTIMORE HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE.

WHEREAS, Sussex County has established the Sussex County Unified Sanitary Sewer Sanitary Sewer District (SCUSSD); and

WHEREAS, in the best interests of the present district and to enhance the general health and welfare of that portion of Sussex County in the vicinity of the Hocker Property project, the inclusion of this area will be beneficial; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (a), the Sussex County Council may, upon request of the County Engineer, revise the boundary of an established sewer district when 50 or more houses have been connected by posting a public notice in four public places in the district describing the new or revised boundary; and

WHEREAS, the Sussex County Council has caused to be posted a public notice in at least four public places in the district, as verified by the affidavit of Phillip Calio, a copy of which affidavit and public notice is attached hereto and made a part hereof; and

WHEREAS, in accordance with 9 Del.C., Section 6502 (b), the Sussex County Council shall, within ninety days after posting the public notices pass a formal resolution establishing the new boundary of the district;

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the SCUSSD to encompass the lands mentioned above in the Hocker Property project and further described as follows:

**BEGINNING** at a point, said point being on the SCUSSD boundary, said point also being on the easterly Right-of-Way (ROW) of Roxana Road (Rt. 17); said point further being the northwesternmost property corner of lands Now-Or-Formerly (N/F) Hocker Family Properties, LLC; thence leaving said ROW and proceeding by and with said Hocker Properties and SCUSSD boundary in a northeasterly, southwesterly and northwesterly direction respectively a total distance of 3,900'± to a point; thence leaving said SCUSSD boundary and continuing by and with said Hocker Properties in a northerly, northeasterly, northerly, southwesterly direction respectively a total distance of 437'± to a point, said point being on the easterly ROW of Roxana Road; thence proceeding by and with said ROW and Hocker Properties in a northwesterly direction a distance of 358'± to a point, said point being that of the **BEGINNING**.

NOTE: The above description has been prepared using Sussex County Tax Map 134-12.00 and Sussex County property assessment records.

A map outlining and describing the extension of the SCUSSD is attached. The area involved is crosshatched.

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Engineer and the Attorney for the County Council to procure the necessary lands and right-of-way by purchase, agreement, or condemnation in accordance with the existing statutes; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.





## Memorandum

To: Sussex County Council  
The Honorable Douglas B. Hudson  
The Honorable Jane Gruenebaum  
The Honorable Matt Lloyd  
The Honorable Steve McCarron  
The Honorable John L. Rieley

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: June 18, 2025

RE: County Council Report for C/U 2571 filed on behalf of The Nature Conservancy

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The Planning and Zoning Department received an application (C/U 2571 filed on behalf of The Nature Conservancy for a Conditional Use for a field office to be located in an AR-1 Agricultural Residential Zoning District at Tax Parcel 235-15.00-29.00. The property is located at 27167 Round Pole Bridge Road, Milton. The parcel size is 3.8 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on May 21, 2025. At the meeting of June 4, 2025, the Planning & Zoning Commission recommended approval of the application for the 4 reasons and 8 recommended conditions of approval as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings on May 21, 2025, and June 4, 2025.

### Minutes of the May 21, 2025, Planning & Zoning Commission Meeting

#### C/U 2571 The Nature Conservancy

**AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL FOR A FIELD OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 3.80 ACRES, MORE OR LESS.** The property is lying on the north side of Round Pole Bridge Road (S.C.R. 257), approximately 3,910-feet north of Cave Neck Road (S.C.R. 88). 911 Address: 27167 Round Pole Bridge Road, Milton. Tax Map Parcel: 235-15.00-29.00.



Mr. Whitehouse advised the Commission that submitted into the record were a copy of the Applicants Preliminary Site Plan, a copy of the DelDOT SLER letter, a copy of the staff analysis, a copy of a survey submitted by the Applicant and three (3) written comments.

Mr. John Horner, spoke on behalf of the Applicant, that The Nature Conservancy is a global environmental nonprofit with a mission to conserve land and water; that the application is for the existing house on the property to be turned into the field office for The Nature Conservancy, for them to have a better presence on the property and in Sussex County on a continuous basis; and that Schell Brothers and Ocean Atlantic have partnered with The Nature Conservancy to undertake the rehab and renovation of the office.

Ms. Natasha Wezel, the stewardship manager for The Nature Conservancy, spoke on behalf of the Applicant; that they manage and restore lands in Delaware; that there is currently an equipment barn on this property that acts as a home base for a lot of the operations throughout Delaware; and that there are currently two (2) full-time employees who would be working from the office and allow for more of a presence on the property.

Mr. Horner stated that the plan would involve approximately 1,000 square feet of office space with five (5) parking spaces as required by code; that additional parking can be established if needed, but the idea of The Nature Conservancy is to preserve as much land as possible so the less impervious surface that can be developed the better; and that there are signs already around the property about “leashing all dogs” and with the presence of the employees this would limit this concern that was brought up by public comments.

Ms. Holly Wingate asked about the possibility of a gate being installed at the entrance to the preserve to eliminate activities that people have brought up in public comments.

Ms. Wetzel stated that a gate installation would present a problem as there are only two (2) employees who would have the key to the gate and that would require them to arrive at the site daily to unlock it and they are often required to be at other locations throughout the State.

Ms. Judy Rose Seibert, spoke in favor of this application, that the County needs more nature preserves and walking trails to support wildlife.

Upon there being no further questions Chairman Wheatley closed the public hearing.  
At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2571 The Nature Conservancy. Motion by Mr. Collins to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 5-0.

#### Minutes of the June 4, 2025, Planning & Zoning Commission Meeting

The Commission discussed this application, which had been deferred since May 21, 2025.

Mr. Collins moved that the Commission recommend approval of C/U 2571 for The Nature Conservancy, for a Field Office for the Nature Conservancy based upon the record made during the public hearing, and for the following reasons:

1. This land was previously donated to the Nature Conservancy, and it has been maintained as open space ever since.
2. There is an abandoned home that currently exists on the property. This application seeks to allow the renovation of that home into a field office for the managers of Nature Conservancy properties throughout Sussex County.
3. The office will not generate any significant additional traffic on area roadways, and its location on this property will enable better supervision of the public's use and access to this property. This location is appropriate for this use as a field office.
4. There is no evidence in the record that the use would have any adverse effect on area roadways or neighboring properties. And the stewardship of open-space properties in Sussex County by the Nature Conservancy is a benefit to Sussex County and its residents and visitors.
5. This recommendation is subject to the following conditions:
  - A. The use shall be limited to use as a field office by the Nature Conservancy. This use shall be in addition to the existing public access to the property for use and enjoyment as open space.
  - B. One unlighted sign shall be permitted. It shall not exceed 32 square feet per side.
  - C. The applicant shall comply with any DelDOT entrance and roadway improvement requirements.
  - D. Parking areas for all vehicles and equipment associated with this use shall be shown on the Final Site plan and clearly marked on the site itself.
  - E. Any dumpsters shall be screened from the view of neighboring properties and roadways.
  - F. All security lighting shall be directed downward so that it does not shine on neighboring properties or roadways.
  - G. Failure to comply with these conditions may result in the revocation of the Conditional Use approval.
  - H. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Collins, seconded by Mr. Mears, and carried unanimously to recommend approval of C/U 2571 The Nature Conservancy, for the reasons and the conditions stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Mears – yea, Mr. Butler – yea, Mr. Collins – yea, Ms. Wingate – yea

## PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN  
HOLLY J. WINGATE, VICE-CHAIRMAN  
J. BRUCE MEARS  
GREGORY SCOTT COLLINS  
BRIAN BUTLER



## Sussex County

DELAWARE  
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302-855-7878

JAMIE WHITEHOUSE, AICP MRTPI  
PLANNING & ZONING DIRECTOR

# Memorandum

To: Sussex County Planning Commission Members  
From: Susan Isaacs, Planner I  
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant  
Date: April 16, 2025  
RE: Staff Analysis for C/U 2571 The Nature Conservancy

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This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2571 The Nature Conservancy to be reviewed during the May 21, 2025, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

**Please note that the following staff analysis is for informational purposes only and does not prejudice any decision that the Sussex County Planning & Zoning Commission or Sussex County Council may wish to make as part of any Application submitted to the Department.**

**Tax Parcel ID:** 235-15.00-29.00

**Proposal:** The request is for a Conditional Use for Tax Parcel 235-15.00-29.00 to allow for a field office on a parcel lying on the north side of Round Pole Bridge Road (S.C.R. 257), approximately 3,910-feet north of Cave Neck Road (S.C.R. 88). The parcel is comprised of 3.80 acres +/-.

**Zoning:** The Parcel is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the east, north, west, and south are zoned Agricultural Residential (AR-1) District.

**Future Land Use Map Designation w/in Comprehensive Plan:** Developing Area

**Comprehensive Plan Analysis:** The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use Map in the plan indicates that the parcel has a designation of "Developing Area". All adjacent parcels to the west and south also have a Future Land Use Map designation of "Developing Area".

Recommendations/Guidelines for land categorized as *Developing Area* per the Future land Use Classification in the Comprehensive Plan:

- *Developing Areas* are newer, emerging growth areas that demonstrate the characteristics of developmental pressures. Most of the proposed Developing Areas are adjacent to municipalities, within or adjacent to potential future annexation areas of a municipality, or adjacent to Town Centers (Sussex Comprehensive Plan, 4-14).
- **Permitted Uses:** A range of housing types are appropriate in Developing Areas, including single family homes, townhouses, and multi-family units. In selected areas and at appropriate intersections, commercial uses should be allowed. A variety of office uses would be appropriate in many areas. Portions of the Developing Areas with good road access and few nearby homes should allow for business and industrial





parks. Appropriate mixed-use development should also be allowed. In doing so, careful mixtures of homes with light commercial and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home (Sussex Comprehensive Plan, 4-14).

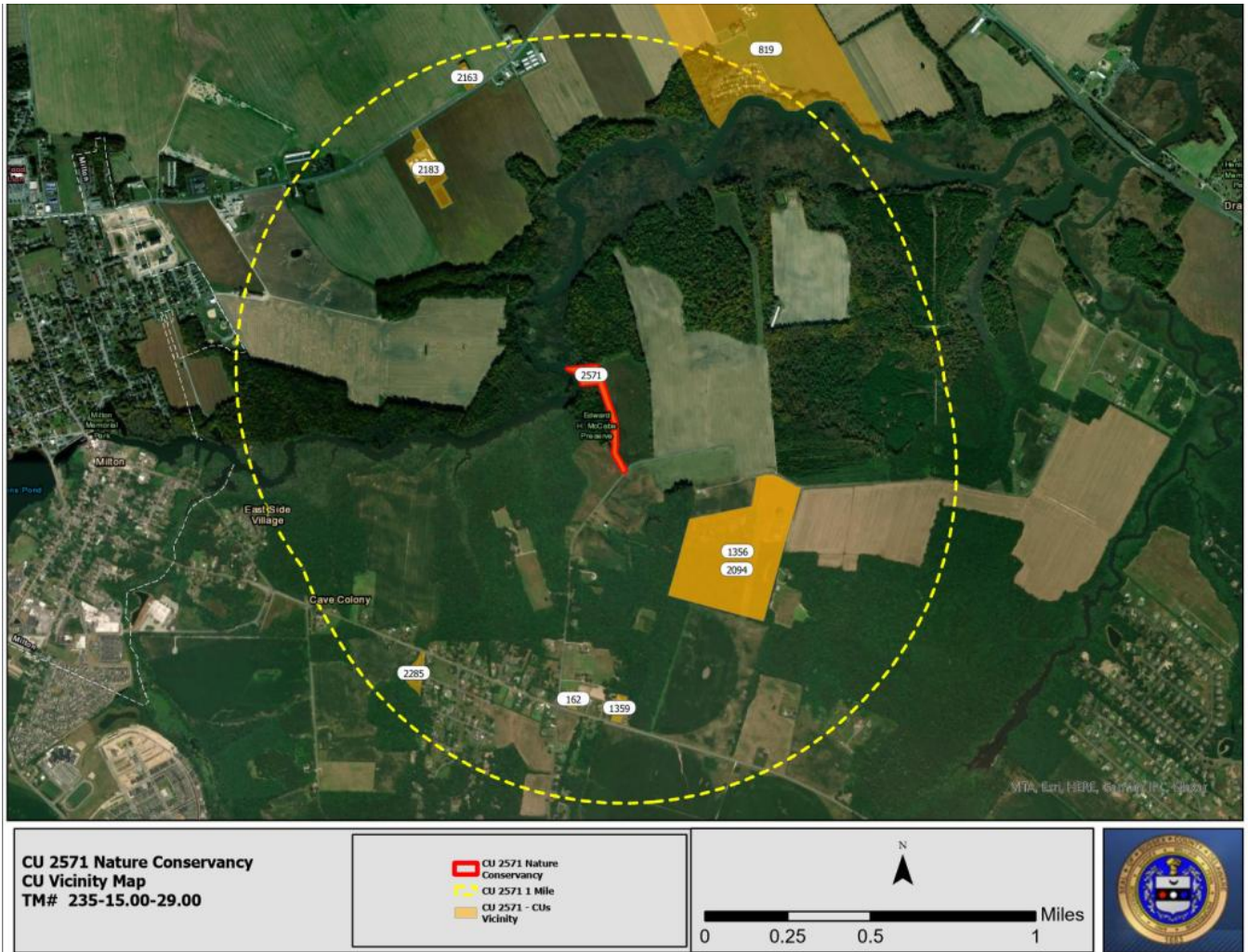
**Further Site Considerations:**

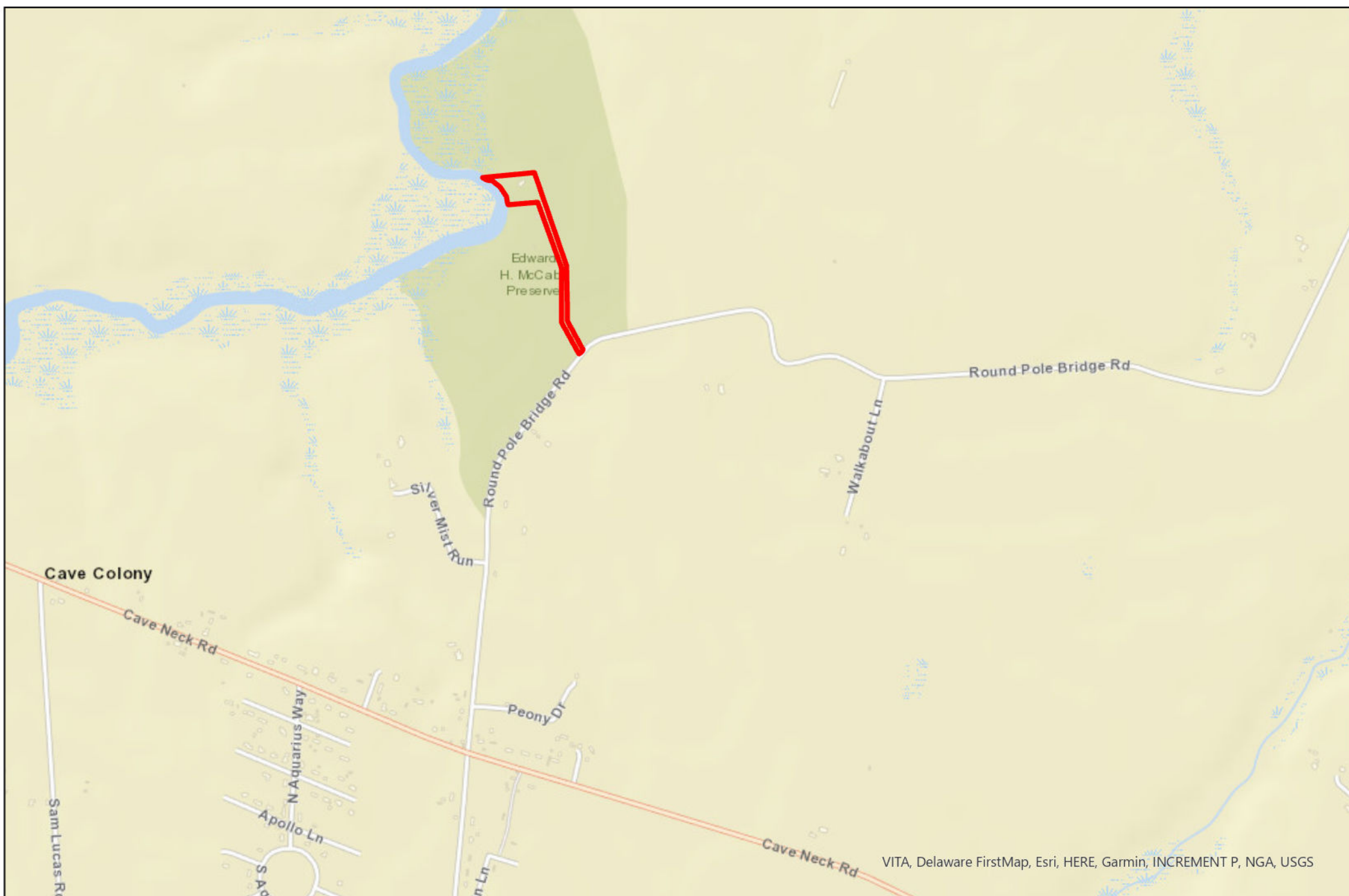
- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** The site is within the vicinity of active agricultural lands.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** The parcel is not within the Henlopen Transportation Improvement District.
- **Forested Areas:** The site is located within the vicinity of forested areas.
- **Wetlands Buffers/Waterways:** Per the Sussex County on-line mapping site, wetlands are present at the top northwest boundary of the property.
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The Parcel is located within Flood Zones “X” & “AE”. The site is within Public Protected Lands and a portion of the site is within Natural Areas. Staff note there are no Wellhead Protection Areas on the site.

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a field office, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.


**Existing Conditional Uses within the Vicinity of the Subject Site:** There have been four (4) Conditional Use applications within a 1-mile radius of the application site.

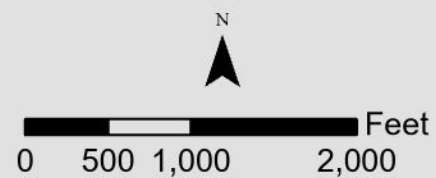
Conditional Use Applications (Within a 1-mile radius of the subject site) (Since 2010)						
Application CU Number	Application Name	Zoning District	Proposed Use	CC Decision	CC Decision Date	Ordinance Number
2094	Robert Downs	AR-1	Family Cemetery	Approved	9/26/2017	2522
2163	William H. McQueen Jr.	AR-1	Event Venue	Denied	4/30/2019	N/A
2183	Brent and Lisa Hershey	AR-1	Storage Facility with outdoor storage	Approved	11/12/2019	2688
2285	Ashley DiMichele	AR-1	Tourist Home	Denied	4/26/2022	N/A



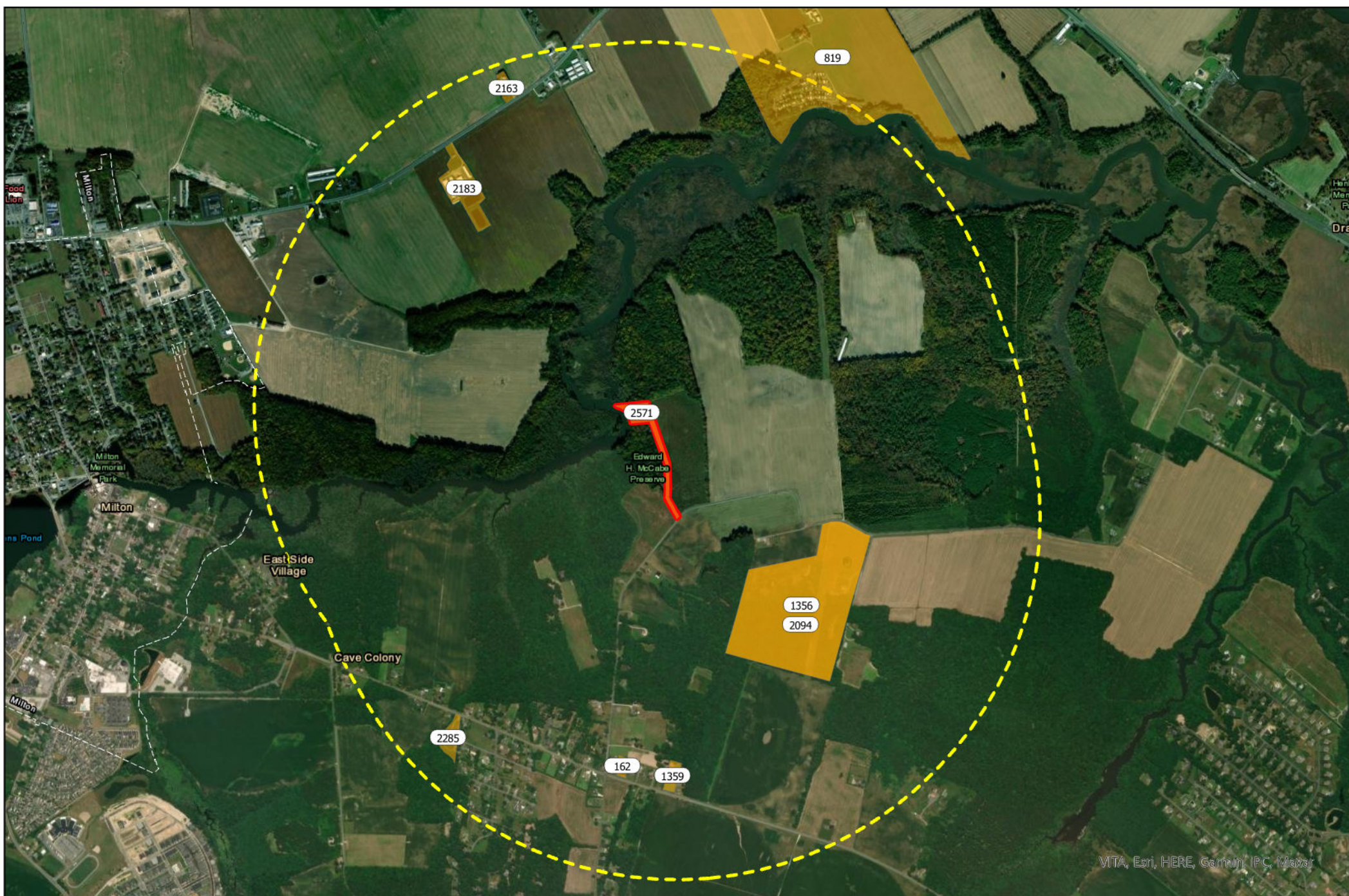


**CU 2571 Nature Conservancy**  
**Street Map**  
**TM# 235-15.00-29.00**

 **CU 2571 Nature**  
**Conservancy**






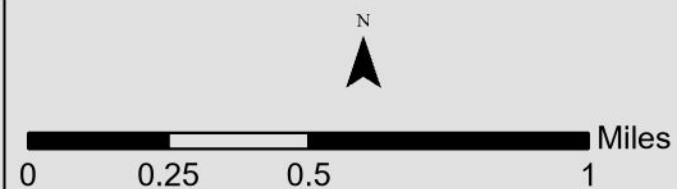




VITA, Esri, HERE, Garmin, IPC, Mapbox

**CU 2571 Nature Conservancy**  
**CU Vicinity Map**  
**TM# 235-15.00-29.00**

-  CU 2571 Nature Conservancy
-  CU 2571 1 Mile
-  CU 2571 - CUs Vicinity







## Zoning

- Agricultural Residential - AR-1
- Agricultural Residential - AR-2
- Medium Residential - MR
- General Residential - GR
- High Density Residential - HR-1
- High Density Residential - HR-2
- Neighborhood Business - B-1
- Business Research - B-3
- General Commercial - C-1
- Commercial Residential - CR-1
- Institutional - I-1
- Marine - M
- Limited Industrial - LI-1
- Light Industrial - LI-2
- Heavy Industrial - HI-1
- Medium Commercial District-C-2
- Heavy Commercial District-C-3
- Planned Commercial District-C-4
- Service/Limited Manufacturing District-C-5
- Business Community District-B-2
- Vacation-Retirement-Residential Park District - VRP

VITA, Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

**CU 2571 Nature Conservancy  
Zoning Map  
TM# 235-15.00-29.00**

CU 2571 Nature  
Conservancy







Maxar, Microsoft, VITA, Esri, HERE, Garmin, IGC

**CU 2571 Nature Conservancy**  
**Aerial Map**  
**TM# 235-15.00-29.00**

 CU 2571 Nature  
Conservancy

N  
0 125 250 500 Feet



**Introduced: 4/29/25**

**Council District 3: Ms. Gruenebaum**

**Tax I.D. No.: 235-15.00-29.00**

**911 Address: 27167 Round Pole Bridge Road, Milton**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A FIELD OFFICE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 3.80 ACRES, MORE OR LESS**

**WHEREAS, on the 15<sup>th</sup> day of January 2025, a Conditional Use application, denominated Conditional Use No. 2571 was filed on behalf of The Nature Conservancy; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2025, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County, and said Planning and Zoning Commission recommended that Conditional Use No. 2571 be \_\_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2025, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.**

**NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:**

**Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2571 as it applies to the property hereinafter described.**

**Section 2. The subject property is described as follows:**

**ALL that certain tract, piece, or parcel of land, lying and being situated in Broadkill Hundred, Sussex County, Delaware, and lying on the north side of Round Pole Bridge Road (S.C.R. 257), approximately 3,910 feet north of Cave Neck Road (S.C.R. 88), and being more particularly described in the attached legal description prepared by Tunnell & Raysor, said parcel containing 3.80 acres, more or less.**

**This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.**