

COUNTY COUNCIL

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



Sussex County

DELAWARE
sussexcountysde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

September 22, 2026

10:00 AM

***** AMENDED on September 17, 2026 at 3:15 p.m.**

Call to Order

Approval of Agenda

Approval of Minutes - September 1, 2026

[Draft Minutes 090126](#)

Reading of Correspondence

Public Comments

Consent Agenda

1. Use of Existing Wastewater Infrastructure Agreement, IUA 1264
Sycamore Chase Expansion, Miller Creek Area

[Consent Agenda Sycamore Chase](#)

Presentation – John Wellons, President Boys & Girls Clubs of Delaware



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

Todd Lawson, County Administrator

1. **Recognition of Retiree – Kelly Kruger**
2. **Delaware Opioid Commission Appointment**
3. **Discussion related to upcoming Delaware Department of Transportation – Sussex County Workshop**
4. **Administrator’s Report**

Gina Jennings, Finance Director

1. **Sussex County Land Trust Nanticoke Crossing Park ORPT Grant Resolution**
[SCLT ORPT Nanticoke Crossing Park Resolution](#)

Andrew Harton, Director of Economic Development

1. **Delaware Coastal Business Park Lease Assignment**

A. Cooper Bearings, Inc.
[DE Coastal Business Park Lease](#)

John Wright, Deputy Director of EMS ***

1. **Roxana Medic Station 109 Lease**
[Medic Station 109 Lease](#)

Paul Mauser, Assistant County Engineer

1. **Briarwood Estates Septic Elimination, Project S23-11**

A. Change Order No. 1
[Briarwood CO1 CP](#)
2. **Bethany Forest Septic Elimination, Project S26-16**

A. Approval of George, Miles & Buhr, LLC - Amendment No. 5
[GMB Amd 5 CP](#)

Bob Bryant, Airport Manager

1. **Taxiway B, Bid Package 1, Project A24-15**

A. Substantial Completion
[Taxiway B Substantial Completion](#)

Grant Requests

1. **Encore Creativity Corporation for their creative aging through song program**
[Encore Creativity Corporation Encore Creativity for Older Adults](#)
2. **Greater Millsboro Chamber of Commerce Inc. for their Greater Area Millsboro Visitor's Guide**
[Greater Millsboro Chamber of Commerce Inc.](#)
3. **Chamber of Commerce for Greater Milford, Inc. for their Riverwalk Freedom festival**
[Chamber of Commerce for Greater Milford Inc.](#)
4. **People's Place II Inc. for their Little Connects, Growing Connections program**
[People's Place Inc.](#)

Introduction of Proposed Zoning Ordinances

[Ord Intros CU2615 CU2609 CU2558 CU2553](#)

Council Members' Comments

Executive Session - Land Acquisition pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session Items

1:30 p.m. Public Hearings

1. **Belmead Farm, LLC Annexation into the Sussex County Unified Sanitary Sewer District (West Rehoboth Area)**
[Public Hearing Belmead Farm](#)
2. **Cedar Creek Station Annexation into the Sussex County Unified Sanitary Sewer District (Ellendale Area)**
[Public Hearing Cedar Creek Station](#)
3. **[Conditional Use No. 2536 filed on behalf of John Whitby, Jr.](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WELDING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.56 ACRES, MORE OR LESS” (property is lying on the east side of Diamond Farm Road [S.C.R. 257] and approximately 774.64 ft. north of Walker Road [S.C.R. 260]) (911 Address: 16423 Diamond Farm Road, Milton) (Tax Map Parcel: 235-21.00-180.01)

[Public Hearing CU 2536](#)

4. **[Conditional Use No. 2561 filed on behalf of Frank Miranda](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR COMMERCIAL DOG KENNEL AND VETERINARY CLINIC TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.52 ACRES, MORE OR LESS” (property is lying on the north side of Lighthouse Road [Rt. 54], approximately 0.22 mile west of Dickerson Road [S.C.R. 389]) (911 Address: 33049 & 33053 Lighthouse Road, Selbyville) (Tax Map Parcel: 533-18.00-12.00)

[Public Hearing CU2561](#)

5. **[Change of Zone No. 2042 filed on behalf of NVR \(Lantern Cove\)](#)**

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR-RPC MEDIUM-DENSITY RESIDENTIAL-RESIDENTIAL PLANNED COMMUNITY DISTRICT (179 UNITS) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 57.10 ACRES, MORE OR LESS” (properties are lying on the north side of Old Mill Bridge Road [S.C.R. 381], the south and east sides of Bayard Road [Route 54/S.C.R. 384], and the south side of Lantern Lane, approximately 0.19-mile south of the intersection of Bayard Road [Route 54/S.C.R. 384] and Double Bridges Road [Route 54/S.C.R. 363]) (911 Addresses: 35987 & 36159 Daniel Way, 35379 Bayard Road, 35400 Lantern Lane, Frankford) (Tax Map Parcels: 134-19.00-108.00, 110.04, 110.05 & 110.00 [P/O] and 134-21.00-3.00 & 4.00 [P/O])

[Public Hearing CZ 2042](#)

Adjourn

***** Per 29 Del. C. §10004 (e) (5) and Attorney General Opinion No. 13-IB02, this agenda was amended to address a matter which arose after the initial posting of the agenda but before the start of the Council meeting.**

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on September 15, 2026 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://sussexcountycle.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://sussexcountycle.gov/agendas-minutes/county-council>.

Any person who intends to present a digital presentation or document, including PowerPoint files, for electronic display during County meetings shall submit said file(s) in advance, no later than one (1) business day before the respective public meeting. Files may be sent electronically to councilpackets@sussexcountycle.gov or delivered by hand to County Administration, located in the Sussex County Administrative Offices, 2 The Circle, in Georgetown. No external storage devices shall be permitted to connect to County equipment.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, SEPTEMBER 1, 2026

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, September 1, 2026, at 10:00 a.m., in Council Chambers, with the following present:

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

Call to Order	The Invocation and Pledge of Allegiance were led by Mr. Hudson. Mr. Hudson called the meeting to order.
M 390 26 Approve Agenda	Mr. Lawson reported that under Todd Lawson, County Administrator, Library Advisory Appointment can be removed from the agenda. A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, to approve the Agenda, as amended. 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 August 25, 2026, were approved by consensus.
Corre-Spondence	There was no correspondence. Public comments were heard.
Public Comments	Ms. Wendy Taylor spoke about the proposed forest preservation Ordinance. Ms. Judy Rose Siebert spoke about the proposed forest preservation Ordinance. Ms. Janet Le Digabel spoke about the proposed forest preservation Ordinance.
M 391 26 Approve	A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to approve the following items under the Consent Agenda:

Consent Agenda	Proclamation Request – Emergency Preparedness Month Use of Existing Wastewater Infrastructure Agreement, IUA 1183 Leeward Chase, Airport Area Motion Adopted: 5 Yeas Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Yea; Mr. Hudson, Yea
HJR 11	Mr. Lawson reported that an appointment is requested by House Joint Resolution No. 11 for the Housing Opportunity & Poverty Elimination committee.
M 392 26 Approve HJR 11 Appointment	A Motion was made by Mr. Rieley, seconded by Mr. Lloyd to be it moved that Sussex County Council appoints Mrs. Brandy Nauman, Director of Community Development & Housing, to serve on the Housing Opportunity and Poverty Elimination court program effective immediately. Motion Adopted: 5 Yeas Vote by Roll Call: Ms. Gruenebaum, Yea; Mr. McCarron, Yea; Mr. Lloyd, Yea; Mr. Rieley, Yea; Mr. Hudson, Yea
Administrator's Report	Mr. Lawson read the following information in his Administrator's Report: 1. <u>Council Meeting and Holiday Schedule</u> Council will not meet on Tuesday, September 8th or Tuesday, September 15th. The next regularly scheduled Council meeting will be held on Tuesday, September 22nd. In addition, County offices will be closed Monday, September 7th, for the Labor Day holiday. [Attachments to the Administrator's Report are not attached to the minutes.]
3rd Quarter Employee Recognition	Karen Brewington, Human Resources Director, reported that there were 29 submissions received for the third quarter employee recognition awards. This quarter, Sarah Hastings from the Assessment Department was selected as the winner.
Public Hearing/ Bethany	A Public Hearing was held on an Ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$7,197,174 OF A GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN

**Forest
Septic
Elimination**

CONNECTION WITH THE BETHANY FOREST SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

Paul Mauser, Assistant County Engineer, presented information regarding the Ordinance.

There were no public comments.

The Public Hearing and public record were closed.

**M 393 26
Adopt
Ordinance
No. 4083/
Bethany
Forest
Septic
Elimination**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, to Adopt Ordinance No. 4083 entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$7,197,174 OF A GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH THE BETHANY FOREST SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”.

Motion Adopted: 5 Yeas

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

**Assessment
Update**

Gina Jennings, Finance Director, presented an update on assessment. Mrs. Jennings provided information related to the request for proposals that is currently out. In addition, she discussed two state working groups that she will be serving on, HCR 150 and HCR 151. Mrs. Jennings reported that with the County required to do a reassessment every 5 years, municipalities that have been doing their own assessments are considering switching to the County’s. She is recommending a MOU to outline each entity’s responsibilities, the sharing of data by both entities, permitted use of the data and how the assessment file can be obtained and in what format.

**M 394 26
Approve
MOU/
Assessment**

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, be it moved that the Sussex County Council approves entering into a Memorandum of Understanding with any municipality that wants to utilize Sussex County’s tax assessment records for their billing purposes.

Motion Adopted: 5 Yeas

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

**Ambulance
Program**

Mrs. Jennings presented information relating to the ambulance purchase program. By bulk purchasing the County and the companies, we were able

to secure a reduced price from Atlantic. Per Atlantic, this program is saving about \$17,500 per ambulance, or over \$50,000 a year. The specifications and next steps were then discussed. For the ambulance billing program, there were 7 qualified bids received from both local and national companies. The most cost-effective bidder was a current business that already does billings for 5 companies in Sussex. Depending on participation the cost could be as low as 3.5% for 3 years, where today's average is 7%.

**M 395 26
Approve
Tri-Party
Agreement**

A Motion was made by Mr. Rieley, seconded by Mr. McCarron, be it moved that Sussex County Council approves entering into a tri-party agreement with each fire/ambulance company who wants to participate in the ambulance billing program with the vendor, Maverick, who was the recommended vendor by the SCVFA ambulance billing committee through the County's RFP process.

Motion Adopted: 5 Yeas

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

**M 396 26
Approve
MOU/
Ambulance
Purchase**

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd, be it moved that Sussex County Council approves entering into a MOU to provide funding for a base bid ambulance based on the results of the June 2026 ambulance purchase RFP.

Motion Adopted: 5 Yeas

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

**Old
Business/
CU2485**

Under Old Business, Mr. Whitehouse presented a Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A FENCE INSTALLATION BUSINESS WITH OUTSIDE STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 5.00 ACRES, MORE OR LESS" (property is and lying on the east side of Rust Road [S.C.R. 292A], approximately 0.27 mile south of Harbeson Road [Rt. 5]) (911 Address: 20601 Rust Road, Harbeson) (Tax Map Parcel: 234-4.00-10.32) filed on behalf of Christopher Hanyok.

**M 397 26
Amend
Condition
G/
DENIED**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to amend Condition G to now read "All deliveries of metal, wood, vinyl, chain-link and other fencing materials associated with the use shall not be delivered to this site by way of 18-wheelers."

Motion DENIED: 2 Yeas, 3 Nays

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

**M 398 26
Adopt
Ordinance
No. 4084/
CU2485**

A Motion was made by Mr. Rieley, seconded by Mr. McCarron to Adopt Ordinance No. 4084 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A FENCE INSTALLATION BUSINESS WITH OUTSIDE STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 5.00 ACRES, MORE OR LESS” for the reasons and conditions as following:

- 1. The Applicant is seeking a conditional use for a fence installation business. The property is located in an AR-1 zoning district on a 5-acre parcel on the east side of Rust Road approximately 0.27 mile south of Harbeson Road and includes Applicant’s dwelling.**
- 2. The property is surrounded by farmland and wooded areas with many businesses located on the neighboring road, including landscaping and construction businesses.**
- 3. This use is appropriate for this location, and it will not generate a significant amount of traffic on area roadways. For the most part, it is a staging yard for employees associated with the business. The work associated with the business will largely occur off-site.**
- 4. The use will not adversely affect area roadways or neighboring properties.**
- 5. The company provides a service to a wide variety of Sussex County residents and businesses. This intended use is of a public or semi-public character that will benefit the residents and businesses of Sussex County.**
- 6. Though a denial was recommended by the Planning and Zoning Commission, the conditions being recommended by Council should relieve those concerns. Based on the record created before the Sussex County Council, the Conditional Use is approved subject to twenty (20) conditions (a through t) which will serve to minimize any potential impacts on the surrounding area and adjoining properties.**
 - a. The use shall be limited to the fence installation business proposed by the Applicant.**
 - b. No manufacturing or on-site retail sales shall occur on the site.**

**M 398 26
Adopt
Ordinance
No. 4084/
CU2485
(continued)**

- c. Vehicles associated with the use, including a small excavator, small skid steer and two (2) trailers, may be stored outside at the rear of the property. The mini excavator shall be stored inside the pole building.**
- d. No junked, unregistered, or permanently inoperable vehicles, trucks, or trailers shall be stored on the site.**
- e. All vehicle and equipment maintenance shall only occur within the existing pole building or off-site. No vehicle repairs shall take place outside.**
- f. The hours of operation shall be limited to 6:00 a.m. through 5:00 p.m., Monday through Saturday, with no Sunday hours.**
- g. All deliveries of metal, wood, vinyl, chain-link and other fencing materials associated with the use shall be delivered to each individual job site. Deliveries of all such materials to the site are prohibited.**
- h. Outside storage of metal, wood, vinyl, chain-link and other fencing materials associated with the use is prohibited.**
- i. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways. The location of all external lighting shall be shown on the Final Site Plan.**
- j. The Applicant shall comply with all DelDOT requirements, including any entrance or roadway improvements.**
- k. 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. Parking within the property's setbacks is prohibited.**
- l. No sign is permitted.**
- m. The dumpster shall be screened from the neighbor's view. The dumpster's location shall be shown on the Final Site Plan.**
- n. The diesel and gasoline fuel tanks shall be maintained in accordance with all applicable ordinances, laws and regulations.**
- o. Prior to the Final Site Plan approval, the Applicant shall confirm with County Staff that all buildings have commercial certificates of occupancy.**

**M 398 26
Adopt
Ordinance
No. 4084/
CU2485
(continued)**

- p. There shall be a 30-foot buffer around the perimeter of the site except for the following locations:**
 - i. The area immediately adjacent to the 1600 square foot garage;**
 - ii. The southernmost corner of the 100' x 40' garage, where only a 24-foot buffer can be achieved;**
 - iii. The southern side of the septic leach field where an approximate buffer of 15 feet can be achieved; and**
 - iv. The portion of the property where the driveway is less than 30 feet from the adjacent property line. In that area the buffer shall be reduced to 15 feet.**

The 20' x 26' shed in the southeast corner shall be relocated on the site to accommodate the 30-foot buffer.

- q. The Applicant shall install privacy fence around the perimeter of the property. The location and type of fencing shall be shown on the Final Site Plan.**
- r. Within 60 days of approval, Applicant shall submit a revised site plan to the Office of Planning and Zoning which depicts the changes required in these conditions. Once approved, the buffer and other changes shown on the approved plan shall be implemented in accordance with the approved plan within 6 months from the date of approval.**
- s. Failure to comply with any of these conditions shall be grounds for termination of the Conditional Use approval.**
- t. 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**

**Old
Business/
Forest
Preservation**

Under Old Business, Mr. Whitehouse presented a Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE I, III AND V §99-5 "DEFINITIONS", §99-21A "PERIMETER BUFFERS" AND §99-26 "INFORMATION TO BE SHOWN" AND CHAPTER 115, ARTICLES I, XXV AND XXVIII §115-4 "DEFINITIONS AND WORD USAGE" AND §115-221 "FINAL SITE PLAN REQUIREMENTS" AND BY ADDING NEW §§115-194.8 "FOREST PRESERVATION" AND 115-194.9 "TREE PLANTING REQUIREMENTS".

Vince Robertson, Assistant County Attorney presented the Proposed

Ordinance.

**M 399 26
Amended
Ord No. 26-
05/Line 44**

A Motion was made by Ms. Gruenebaum, seconded by Mr. McCarron be it moved that the Introduced Ordinance be amended at Line 44 to insert a new “Whereas” clauses as follows:

WHEREAS: Forests and woodland resources within Sussex County provide essential ecological, economic, and public health benefits to the residents of the County, including watershed protection, stormwater management, carbon sequestration, air quality improvement, habitat for native wildlife, and contribution to the rural character and scenic quality of the County; and

WHEREAS: The watersheds, water bodies, and tidal waters of Sussex County, depend significantly on riparian and upland forest cover for water quality protection, nutrient and sediment filtration, and stream bank stabilization; and

WHEREAS: Mature forest and forest interior habitat support native biodiversity, including migratory birds, native pollinators, and other wildlife dependent on connected forest landscapes; and

WHEREAS, The establishment of clear, predictable standards for forest preservation and tree replacement serve the public interest by providing certainty to property owners, developers and the public regarding the Sussex County’s expectations for land disturbing activities; and

Motion Adopted: 5 Yeas

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

**M 400 26
Amend Ord
No. 26-05/
Lines 61 &
453**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, be it moved that the Introduced Ordinance be amended at Sections 1 and 4 at Lines 61 and 453 regarding Sections 99-5 and 115-4 “Definitions” to delete the introduced definition of “Forest” and replace it with the following one:

FOREST – A vegetative community dominated by trees and other woody plants: (i) covering a land area of one acre or greater; and (ii) having a width of at least 120 feet at any point (measured from the canopy drip line); and (iii) having at least 100 trees per acre (excluding invasive species) with at least 50% of those having a four inch or greater diameter at 4.5 feet above the ground; (iv) or larger or areas with trees meeting the foregoing requirements that have been cut but neither stumps were removed nor land regraded. Active tree nurseries or orchards shall not be considered a Forest.

Motion Adopted: 5 Yeas

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

Mr. Lloyd, Yea; Mr. Rieley, Yea;
Mr. Hudson, Yea

M 401 26 A Motion was made by Mr. Lloyd, seconded by Mr. McCarron be it moved
Amend Ord that the Introduced Ordinance be amended at Section 2, Lines 93-425
No. 26- regarding 99-21A “Perimeter Buffers” be amended to Delete all
05/Lines 93- replacements of “Woodlands” with “Forest” as set forth in the Introduced
425 Ordinance so that Section 99-21A continues to refer to “Woodlands”. All
other amendments to Section 99-21A as shown in the Introduced Ordinance
shall remain.

Motion Adopted: 5 Yeas

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

M 402 26 A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum be it
Amend Ord moved that the Introduced Ordinance be amended at Section 3, Line 440 to
No. 26-05/ add a new subpart (24) to Section 99-26 “Information to be Shown” to
Line 440 require a landscape plan as follows:

*(24) A Landscape Plan showing all vegetation to be preserved or planted
throughout the subdivision. This Landscape Plan may incorporate the
information required by (16) and (21) as well as the Perimeter Buffer
Landscape Plan.*

Motion Adopted: 5 Yeas

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

M 403 26 A Motion was made by Ms. Gruenebaum, seconded by Mr. McCarron be it
Amend Ord moved that the Introduced Ordinance be amended at Section 5, Line 480 to
No. 26-05/ insert a new Paragraph at the beginning of Section 115-194.8 “Forest
Line 480 Preservation” to establish the “Purpose” of Forest Preservation:

*The purpose of this Section is to protect, preserve, and enhance the forest
resources of Sussex County in recognition of the substantial public benefits
that forested land provides — including stormwater management,
groundwater recharge, flood mitigation, wildlife habitat, air and water quality
protection, and scenic and recreational value — and to ensure that land
development activities minimize the unnecessary loss of forest cover.*

Motion Adopted: 5 Yeas

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

M 404 26
Amend Ord
No. 26-05/
Line 508

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” at Line 508 to insert a new sentence at the end of subpart B(1)(a) confirming that existing trees in a Perimeter Buffer may count towards the forest preservation calculations in the Growth Area as follows:

Pre-existing Woodlands located in the Perimeter Buffer shall be included in this percentage.

Motion Adopted: 4 Yeas, 1 Nay

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

M 405 26
Amend Ord
No. 26-05/
Line 516

A Motion was made by Mr. McCarron, seconded by Mr. Lloyd be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” at Line 516 to insert a new sentence at the end of subpart B(1)(b) confirming that existing trees in a Perimeter Buffer shall not count towards the forest preservation calculations in the Rural Area as follows:

Pre-existing Woodlands located in the Perimeter Buffer shall not be included in this percentage.

Motion Adopted: 5 Yeas

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

M 406 26
Amend Ord
No. 26-05/
Lines 518-
531

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” at Lines 518-531 to Clarify the prioritization of certain types of tree preservation by rewording this subsection (2) as follows:

(2) The areas of Forest that are contiguous with existing off-site forest, are located in sensitive areas such as the 100-year floodplain, or are located near or adjacent to perennial nontidal rivers and streams or intermittent streams and their buffers, shall be considered a priority for retention and protection as part of the percentages set forth in subsections B(1)(a) and (b) above. Developments that seek to disturb or remove these areas of Forest must comply with the waiver requirements of Section C below.

Motion Adopted: 5 Yeas

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

M 407 26
Amend Ord
No. 26-05/
Lines 533-
540

A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” at Lines 533 and 540 to correct the numbering so that they now reflect subsections (3) and (4).

Motion Adopted: 5 Yeas

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

M 408 26
Amend Ord
No. 26-05/
Line 546

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” starting at Line 546 to add a waiver requirement with standards mirroring Resource Buffers, and separate the paths for on-site mitigation from a new off-site and “fee in lieu” mitigation opportunities by deleting lines 546 through 611 in their entirety and replacing them with the following language:

C. Mitigation of Forest Removal.

The Commission shall be authorized, as part of the site plan review process, to allow the removal of Forest in excess of the amounts permitted under § 115-194.8B, but only upon the satisfaction of all of the following conditions by the Commission:

(1) That special conditions or circumstances exist that are peculiar to the land and that a literal enforcement of a specific requirement of this section would result in unwarranted hardship.

(2) That the request to remove Forest is not based upon conditions or circumstances which are: (a) the result of actions by the applicant, (b) the number of housing units on the property, (c) financial or economic considerations, nor (d) any condition relating to land or building use, either permitted or nonconforming, on any neighboring property.

(3) That the removal of the excess Forest and the mitigation set forth below are in harmony with the general spirit and intent of this section and any subsequent regulations.

Upon satisfaction of the foregoing conditions, an applicant shall be entitled to mitigate the removal of excess forest through on-site or off-site means and methods as follows:

On-Site Mitigation. An applicant may mitigate the approved removal of Forest in excess of the amounts permitted under § 115-194.8B by complying with the following requirements:

(a) A mitigation plan shall be prepared by a licensed landscape architect, certified arborist, licensed forester or forester designated by the Society of American Foresters as a

M 408 26
Amend Ord
No. 26-05/
Line 546
(continued)

“certified forester”. The mitigation plan shall include the following information and shall also comply with the requirements of subparagraph (d) below:

- i. A table that lists the proposed values of the following, in square feet:
 - a. The gross Forest area on the entire property prior to an application for development being filed with the Department.
 - b. The area of Forest to be protected and preserved on the entire property.
 - c. The area of Forest that the applicant proposes to remove.
 - ii. A site plan with clear graphic indication of the Forest, drawn to scale, showing the Forest to be protected and the Forest to be removed.
- (b) If the application is located in a Growth Area as described within the Land Use Element and as shown on the Future Land Use Map of the adopted Sussex County Comprehensive Plan then the Forest area cleared in excess of the amounts permitted under § 115-194.8B shall be reforested in accordance with the mitigation plan in an amount equal to 2.0 times the Forest area cleared in excess of the amount required to be preserved under §115-194.8B (measured to the nearest square foot). Pre-existing Woodlands located in the Perimeter Buffer shall be included in this percentage.
- (c) If the application is located in a Rural Area as described within the Land Use Element and as shown on the Future Land Use Map of the adopted Sussex County Comprehensive Plan then the Forest area cleared in excess of the amounts permitted under § 115-194.8B shall be reforested in accordance with the mitigation plan in an amount equal to 2.5 times the Forest area cleared in excess of the amount required to be preserved under §115-194.8B (measured to the nearest square foot). Pre-existing Woodlands located in the Perimeter Buffer shall not be included in this percentage.
- (d) The mitigation plan shall demonstrate reforestation that

M 408 26
Amend Ord
No. 26-05/
Line 546
(continued)

creates a biological community dominated by native trees and other woody plants that should be planted at a minimum caliper of 2.5" for shade trees, 1.5" for ornamental trees, and six-foot height for multi-stem and evergreen trees and containing at least 100 live trees per acre with a least 50 percent of those trees having the potential of attaining a 2-inch or greater diameter measured at 4.5 feet above the ground within 7 years. The mitigation plan shall demonstrate the location, spacing, height, and species of existing and new trees proposed to meet Forest mitigation requirements.

(e) The mitigation plan shall provide the location, protective tree fencing, staking, or continuous ribbon installed along the entire edge of any reforested area, which shall also be installed on the site itself. All work conducted pursuant to this subsection shall comply with the American National Standard Institute (ANSI) A300 Standards.

Off-site Mitigation. An applicant may mitigate the approved removal of Forest in excess of the amounts permitted under § 115-194.8B by complying with the following requirements:

(a) The preserved or replanted Forest shall be located in the same twelve-digit hydrologic unit code as defined by the United States Geological Survey as the development.

(b) Any off-site preserved Forest shall be assessed by a licensed landscape architect, certified arborist, licensed forester or forester designated by the Society of American Foresters as a "certified forester" to determine the condition and quality of the off-site forest area that is proposed to be protected.

(c) Any off-site replanted Forest shall require a Mitigation Plan as described above.

(d) The preserved or replanted Forest shall be protected in perpetuity by a conservation easement in favor of Sussex County or a conservation organization approved by the Director, and the preserved or replanted Forest shall not be used to satisfy these requirements for future preservation or if the off-site property is developed in the future.

Motion Adopted: 5 Yeas

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

M 409 26

A Motion was made by Mr. Rieley, seconded by Mr. McCarron be it moved

**Amend Ord
No. 26-05/
Line 612** that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” starting at Line 612 to add a new requirement for a 5-year lookback by inserting a new subsection “D.” and re-lettering the following subsections:

D. In the event that any area of Forest within the property to be subdivided was removed, harvested, cleared or grubbed within five years prior to the date of application to the Commission as determined by the Director or his or her designee, the applicant shall comply with the On-Site Mitigation or Off-Site Mitigation requirements of subsection C herein for the Forest that was removed, harvested, cleared or grubbed and the subdivision shall not be issued a Notice To Proceed for a period of five years from the date that the Forest on the property was cleared, harvested, or grubbed. It shall be the applicant’s responsibility to submit evidence such as a Forest Stand Delineation as of the date the Forest was removed, demonstrating the condition of the property at the time of removal.

Motion Adopted: 5 Yeas

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

**M 410 26
Amend Ord
No. 26-05/
Line 628 &
635** A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” at Lines 628 and 635 to correct the numbering so that they now reflect subsections (3) and (4).

Motion Adopted: 5 Yeas

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

**M 411 26
Amend Ord
No. 26-05/
Line 659** A Motion was made by Mr. Rieley, seconded by Mr. McCarron be it moved that the Introduced Ordinance be amended at Section 5 regarding Section 115-194.8 “Forest Preservation” at Line 659 re-lettered as Subsection F “Violations and Penalties” to revise the dollar amount identified therein from \$4.356 per square foot to \$1.00 per square foot.

Motion Adopted: 5 Yeas

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

**M 412 26
Amend Ord
No. 26-05/
Lines 784-
787**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron be it moved that the Introduced Ordinance be amended at Section 8, Line 783 to revise the Effective Date so that the ordinance effect date now reads as follows:

This ordinance shall become effective three (3) months from the date of adoption by Sussex County Council. Provided, however, that it shall not apply to any completed applications on file with the Sussex County Office of Planning & Zoning.

Motion Adopted: 3 Yeas, 2 Nays

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

**M 413 26
Adopt
Ordinance
No. 4085/
Ord No. 26-
05**

A Motion was made by Mr. Lloyd, seconded by Mr. McCarron to Adopt Ordinance No. 4085 entitled "AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE I, III AND V §99-5 "DEFINITIONS", §99-21A "PERIMETER BUFFERS" AND §99-26 "INFORMATION TO BE SHOWN" AND CHAPTER 115, ARTICLES I, XXV AND XXVIII §115-4 "DEFINITIONS AND WORD USAGE" AND §115-221 "FINAL SITE PLAN REQUIREMENTS" AND BY ADDING NEW §§115-194.8 "FOREST PRESERVATION" AND 115-194.9 "TREE PLANTING REQUIREMENTS" as amended by this Council.

Motion Adopted: 5 Yeas

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

**Grant
Request**

Mrs. Jennings presented a grant request for Council's consideration.

**M 414 26
DE Seaside
RR Club,
Inc.**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give \$ 1,500 (\$750 from Mr. Rieley's Councilmanic Grant Account and \$750 from Mr. Hudson's Councilmanic Grant Account) to Delaware Seaside Railroad Club, Inc. for signage and an AED bathroom.

Motion Adopted: 5 Yeas

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

Ord Intros

There were no Proposed Ordinances for Introduction.

CM

There were no Council Member comments.

Comments
M 415 26
Adjourn

A Motion was made by Mr. Rieley, seconded by Mr. Lloyd to adjourn at 11:51 a.m.

Motion Adopted: 5 Yeas

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



Sussex County

DELAWARE
sussexcountyde.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*
Sycamore Chase Expansion IUA 1264
File: OM 9.01

DATE: September 22, 2026

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 **Beazer Homes, LLC** for **Sycamore Chase Expansion** project based on the Bulk Wastewater Agreement dated December 10, 2024 with Artesian Wastewater Management, Inc. to serve Direct Treatment Customer flows. The 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, the **Sycamore Chase Expansion** project will be connected to the existing County owned wastewater infrastructure by Artesian. In return for utilization of said, **Beazer Homes, LLC** will contribute **\$74,036.00** for the financial catch-up contribution of the existing infrastructure to serve **181.00** Equivalent Dwelling Units. Payment is required prior to connection of the Artesian infrastructure to the County system. Artesian will collect the treatment portion of the County system connection charge and convey to the County as connections occur.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

SYCAMORE CHASE EXPANSION – IUA 1264

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 2026, by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, hereinafter called the “County,” and;

BEAZER HOMES, LLC. a Limited Liability Corporation and developer of a project known as **Sycamore Chase Expansion**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 134-18.00-45.00,51.00, 53.01, 54.02 & 54.03 to be known as **Sycamore Chase Expansion** (“Project”) and;

WHEREAS, the Project is adjacent to the Sussex County Unified Sanitary Sewer District and will receive wastewater service from Artesian and;

WHEREAS, Sussex County has a Bulk Wastewater Agreement dated December 10, 2024, with Artesian Wastewater Management, Inc. to share sewer infrastructure. This agreement provides the ability to serve Direct Treatment Customers Flows;

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 up to **181.00** additional equivalent dwelling units to County’s existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of **\$74,036.00** 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 must be submitted by the Developer prior to the connection of the Artesian infrastructure to the County system.**
- (5) 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.
- (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 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.

- (12) 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.
- (13) 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.
- (14) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (15) 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.
- (16) 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 **35091 Atlantic Avenue, Ocean View, Delaware 19967.**

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 BEAZER HOMES, LLC

DocuSigned by:
By: Gavin Robinson (Seal)
6D5292C86D16483...
Gavin Robinson
8/27/2026 (DATE)

WITNESS: DocuSigned by:
Jennifer Jackson
7F9C5A2414614FB...

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR
(302) 855-7741 T
(302) 855-7749 F
gjennings@sussexcountyde.gov



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 Lloyd
The Honorable Steve C. McCarron

FROM: Gina A. Jennings
Finance Director/Chief Operating Officer

RE: **Nanticoke Crossing ORPT Grant Submission**

DATE: September 17, 2026

Sussex County Land Trust (SCLT) would like the County to sponsor a \$250,000 Outdoor, Recreation, Parks and Trails Grant (ORPT Grant) through DNREC for the installation of a boardwalk and observation deck at Nanticoke Crossing Park. The Nanticoke Crossing Park is a 41-acre property along the Nanticoke River that was purchased by the SCLT through multiple sources of funding including the County.

In order for SCLT to apply for the ORPT grant, the County Council must adopt a resolution that supports the project and the submission of the grant application. The resolution must also assign a project manager to the project, which will be the SCLT Executive Director. The application is for State funds that will flow through the County to the Land Trust. The match to the State grant will be secured by SCLT through organization funds, private contributions and other grant support.

Sara Blum, the SCLT Executive Director, will be present on Tuesday to give you an overview of the project. After her brief presentation, I will read the short title of the resolution for your consideration. Attached is the resolution for your review.

If you have any questions, please feel free to contact me.

RESOLUTION R __ 26

TO SUBMIT A REQUEST TO THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL'S (DNREC) OUTDOOR RECREATION, PARKS AND TRAILS (ORPT) PROGRAM FOR A GRANT TO HELP FINANCE THE DESIGN AND INSTALLATION OF A BOARDWALK AND OBSERVATION DECK AT NANTICOKE CROSSING PARK.

WHEREAS, Sussex County contributed \$178,000 toward the acquisition of the approximately 41-acre property along the Nanticoke River adjacent to the Woodland Ferry to preserve open space for public use; and

WHEREAS, the Sussex County Land Trust, with funding provided by Sussex County, the Delaware Open Space Program, the U.S. Navy Readiness and Environmental Protection Integration (REPI) Program, Chesapeake Conservancy, and other project partners, acquired the property and designated it as Nanticoke Crossing Park; and

WHEREAS, Nanticoke Crossing Park provides public access to conserved land along the Nanticoke River and opportunities for outdoor recreation and enjoyment of the property's natural resources; and

WHEREAS, the Sussex County Land Trust is seeking additional funding for the design and installation of a boardwalk and observation deck at Nanticoke Crossing Park; and

WHEREAS, the proposed improvements will expand opportunities for public access, nature observation, and outdoor recreation while supporting the long-term conservation and public use of the property; and

WHEREAS, the Sussex County Land Trust will be the project manager of the project and will be responsible for maintaining the property; and

WHEREAS, Sussex County has been asked to submit an ORPT Grant request in a not-to-exceed amount of \$250,000 to support the design and installation of the boardwalk and observation deck at Nanticoke Crossing Park; and

NOW, THEREFORE, BE IT RESOLVED THAT the Sussex County Council of Sussex County, Delaware hereby acknowledges its support of Nanticoke Crossing Park; approves and acknowledges the ORPT application and submission on behalf of the Sussex County Land Trust for a 2026 DNREC ORPT Grant in the amount of \$250,000; and furthermore designates the Sussex County Land Trust's Executive Director to serve as the ORPT Grant's Project Manager if an ORPT Grant is awarded.

**I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF
RESOLUTION NO. R ____ 26 ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE ____
DAY OF _____ 2026.**

Tracy N. Torbert
Clerk of the Council

Sussex



County

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 Lloyd
The Honorable Steve C. McCarron

FROM: Andrew Harton
Economic Development

RE: **Delaware Coastal Business Park Lease Assignment**

DATE: September 10, 2026

On the agenda Tuesday ~ the following lease assignment will be requested:

- COOPER BEARINGS, INC., requests to assign their lease of approximately 2.13 acres located at the Delaware Coastal Business Park, Lot No. 25A, 21629 Baltimore Avenue, to PRD REALTY HOLDINGS, LLC, a Pennsylvania limited liability company.

This assignment has been requested because PowerRail Distribution, Inc., the parent company of Cooper Bearings, Inc., was recently acquired by New Heritage Capital. As part of the transaction, no real estate assets owned or occupied by PowerRail or its affiliated operations were included in the acquisition.



LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 15th day of November 2011, BY AND BETWEEN:

SUSSEX COUNTY, a political subdivision of the State of Delaware, P.O. Box 589, 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "Landlord",

AND

COOPER BEARINGS, INC, of 24502 Zoar Road, Georgetown, Delaware 19971, hereinafter referred to as "Tenant".

WITNESSETH:

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

Approximately 2.13 acres located at the Sussex County Industrial Park, Lot No. 25A, 21629 Baltimore Avenue, more particularly described in Appendix A annexed hereto and made a part hereof.

The term of this Lease Agreement shall be thirty (30) years, commencing at 12:00 a.m. on the 15th day of November, 2011 and ending at 11:59 p.m. on the 14th day of November, 2041. Tenant shall have the option, at the sole discretion of the Landlord, to renew the Lease for three (3) additional five (5) year consecutive terms. Each option term shall be considered independently from the other option terms for purposes of notice to renew. To exercise the option, Tenant must give written notice to Landlord at least one hundred eighty (180) days prior to the termination date of the original lease term and of any option period of its intent to exercise the option. At the end of the lease term and the three (3) options, the parties agree that a new lease shall be negotiated should Tenant continue to occupy the premises.

1. RENT.

There shall be no rent payable for the first six (6) months of the Lease. Thereafter, the Tenant covenants and agrees to pay Landlord annual rent in the amounts as set forth hereinafter:

Rent will be \$14,910 per year.

Lessor and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index for All Items, All Urban Consumers, U.S. City Average (CPI-U, unadjusted as published monthly by the United States Department of Labor, Bureau of Labor Statistics). In 2016, and every five years thereafter, the parties hereto will compare the price index for said year with the price index for 2011 and the annual rental payments shall be increased in the same proportion as said price index has increased with the price index for 2011. If the CPI-U should be discontinued, then another index generally recognized as authoritative shall be substituted under this Lease as selected by Landlord. In no event shall the annual rental amount decrease from the amount paid during the preceding year.

2. PAYMENT PROVISIONS.

Rent due hereunder is payable monthly in advance on the first day of each month during the term of this Lease Agreement. Payments made after the fifteenth (15) day of the month in which due shall be subject to a late fee of five percent (5%) of the total amount outstanding. All payments should be made to Sussex County Council, Sussex County Accounting Office, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Landlord.

3. REPAIR AND CARE.

The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the conditions thereof. The Tenant shall take good care of the premises at the Tenant's own cost and expense, and shall maintain the premises in good condition and state of repair and at the end of the term hereof or any extension thereof, shall deliver the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

4. USE OF PREMISES.

Tenant shall have the right to utilize the leased premises and any improvements to be located thereon for activities such as one or more of the following: manufacturing and maintaining equipment for the railroad industry or any other use which may be permitted by Landlord. Construction of said improvements shall commence within six (6) months of the execution of this Lease, and shall be completed within twelve (12) months of the execution of this agreement; provided, however, Lessee may request an extension not to exceed a total of twenty-four (24) months from execution of this agreement, in order to complete construction.

The use of the premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction. Tenant shall retain title to such improvements during the term hereof including any renewals, and upon the expiration of the term of this Lease Agreement, Tenant or its successor shall deliver up to the Landlord such improvements as may then be upon the demised premises, except removable trade fixtures as hereinafter provided. It is specifically agreed that this Lease Agreement is non-exclusive. Landlord reserves the right to lease other real property at the Sussex County Industrial Park for identical or similar uses.

The premises are to be leased free and clear of all liens, encumbrances and easements and title shall be good and marketable and such as will be insured by a reputable company at regular market rates. Should title not be as described, Lessee shall have the option to declare this Lease null and void, and be repaid it out of pocket expenses, including title company charges, and there shall thereafter be no further liability or obligation on the part of Lessor and Lessee.

5. AIRPORT PROTECTION.

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on,

taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

6. TAXES.

Tenant shall pay all ad valorem taxes, including taxes levied by Sussex County, on the improvements erected on the premises and all equipment installed therein.

7. RIGHT TO CONTEST.

The Tenant shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the premises by any governmental authority levying or attempting to levy taxes thereon. Landlord shall cooperate with Tenant, but at no expense to Landlord, in any such protest as Tenant shall make. In the event Tenant shall determine to contest such taxes, Tenant shall, within the time herein set forth for the payment of such taxes, post with the proper governmental authorities such sum of money or take such other action satisfactory to Landlord, as will protect the property from nonpayment during such contest. Further, the Tenant shall obtain the participation of the Landlord in any tax appeal, if required.

8. STATUTORY LIEN.

Landlord hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Tenant or Sub-Tenant placed upon the improvements, and Tenant agrees that Landlord has such a lien to the extent provided by statute or otherwise. Landlord agrees to subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Tenant for the construction of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the property. Tenant shall furnish the Landlord copies of all such security instruments.

9. INSURANCE.

(a) Property and Business Income Insurance - Tenant shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to Tenant's real and personal property including fixtures and equipment located on the premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Tenant shall also secure, at its own expense, all risk (special form) business income insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to Tenant's real and personal property, fixtures and equipment located on the premises. Landlord shall be an insured on Tenant's property and business income insurance as its interests may appear, in amounts sufficient to protect Landlord's interests.

(b) Waiver of Subrogation - To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to Tenant's improvements located on the premises (or resulting loss of income or extra expense), by reason of any peril required to be insured against

under this Lease Agreement. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord, and its appointed and elected officials, employees, agents, and volunteers. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Tenant. Any deductible amount(s) selected by Tenant shall be the sole responsibility of Tenant.

(c) Commercial General Liability Insurance - Tenant shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from the Tenant's occupancy of the premises or operations incidental thereto, with the combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. This insurance shall name Landlord and its appointed and elected officials, employees, agents and volunteers as insureds with respect to liability arising out of or in connection with Tenant's occupancy of the premises under this Lease Agreement, and a copy of the additional insured endorsement(s) that evidence the required additional insured status must accompany any certificate of insurance provided to Landlord. Insurance provided to Landlord and its appointed and elected officials, employees, agents and volunteers as specified herein shall be primary, and any other insurance, coverage or indemnity available to them shall be excess of and non-contributory with insurance specified herein. Certificates of insurance shall be delivered prior to occupancy and annually thereafter to the Director, Airport and Industrial Park Operations, Sussex County, Delaware.

(d) Workers Compensation & Employers Liability - Tenant shall secure and maintain, at its own expense, workers compensation insurance and employers liability insurance. The workers compensation insurance must satisfy Tenant's workers compensation obligation to its employees in Delaware. Employers liability insurance must be secured with minimum limits of \$100,000 for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and a \$500,000 policy limit for bodily injury disease.

(e) Evidence of Insurance/Insurers - Tenant shall furnish certificates of insurance, acceptable to Landlord, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers licensed to do business in Delaware, with a Best's financial strength rating of "A-" or better, and a financial size category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Landlord. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Landlord. Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Landlord as required herein, must accompany all certificates of insurance. Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefore.

(f) All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Landlord.

10. SUBLETTING AND ASSIGNING.

Tenant shall not have the right to assign this Lease Agreement or sublet the demised premises unless the written consent of the Landlord is acquired. Unless otherwise agreed, such assignment or subletting shall in no way relieve Tenant of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or Sub-Tenant shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Tenant shall in writing assume all of the obligations to be performed by Tenant hereunder.

11. NOTICE.

All notices required to be given under this Lease Agreement either by Landlord to the Tenant or by the Tenant to the Landlord shall be in writing. The same shall be deemed given in the case of the Landlord when it shall have deposited such notice by certified mail in the post office addressed to the Tenant at Tenant's last known address or to such other address as Tenant shall from time to time furnish Landlord. Personal service of any such notice shall be deemed as a substitute for the mail notice.

12. CONDEMNATION.

If at any time during the term hereof the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the premises by the condemning authority, the Lease Agreement hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination. If pursuant to the provisions of this article, this Lease Agreement shall have been terminated and if prior to such termination, Tenant shall have made any improvements upon the premises, Landlord shall be entitled to all of the condemnation proceeds which may be granted with respect to the land herein described as such land is distinguished from the improvements; and Tenant shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Tenant.

13. PARTIAL CONDEMNATION.

If after commencement of this Lease Agreement only a part of the demised premises shall be taken or condemned, the Landlord shall be entitled to any award made with respect to the land herein described as same is distinguished from any improvements made by Tenant; and Tenant shall be entitled to any award made for any improvements condemned. In the event such condemnation shall leave a portion of the demised premises which in Tenant's sole judgment is usable by Tenant, the Lease Agreement shall remain in full force and effect, but the rents herein reserved to the Landlord shall be adjusted so that Tenant shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire demised premises. If a portion of the demised premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to the Landlord and the rental hereunder shall not be abated. Provided however, that Tenant shall have the right to terminate this Lease Agreement if in its sole judgment the premises have been rendered unsuitable for its purpose.

14. DEFAULT.

(a) Events of Default Defined. The following shall be "events of default" under this Lease Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement any one or more of the following events:

(1) failure by the Tenant to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to the Tenant that the rental payment referred to in such notice has not been received;

(2) failure by the Tenant to observe and perform any covenant, condition or agreement of this Lease Agreement on its part to be observed or performed, other than as referred to in subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Tenant by Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Landlord will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected; or

(3) the dissolution or liquidation of the Tenant or the filing by the Tenant of a voluntary petition in bankruptcy, or failure by the Tenant promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by the Tenant of any act of bankruptcy, or adjudication of the Tenant as bankrupt or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to the Tenant in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Tenant", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting from a merger or consolidation of the Tenant into or with another corporation or of a dissolution or liquidation of the Tenant following a transfer of all or substantially all its assets as an entirety; or

(4) failure by Landlord to observe or perform any covenant, condition or agreement of this Lease Agreement on its part to be observed or performed, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to the Landlord by Tenant, unless the Tenant shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Tenant will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Landlord within the applicable period and diligently pursued until the default is corrected.

(b) Remedies of Default. Whenever any event of default referred to in subsections (1) through (3) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:

(1) Apply any money or property of Tenant's in Landlord's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.

(2) Perform any obligation or covenant to be performed by Tenant hereunder and charge Tenant therefore.

(3) Terminate the Lease Agreement.

(4) Enter the premises and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another suitable Tenant of the premises under the same terms hereof.

(5) Enter the leased premises and without notice immediately proceed by distress and sale of the goods there found to recover all rent then due and all costs and officers' commissions, including a reasonable constable's commission, which costs and officers commissions shall become part of the claim for rent. Tenant waives any limitation as to the goods upon which, or the time within which, distress and sale, may be made, waives any necessity for identifying the goods involved, and authorizes the sale of such goods at any time without any appraisalment or condemnation thereof.

(c) No remedy herein conferred upon or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

15. NON WAIVER OF SUBSEQUENT BREACH.

Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease Agreement shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease Agreement.

16. SEVERABILITY.

If any provisions of this Lease Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

17. SHORT FORM LEASE.

Upon the request of either of them, the parties shall execute and exchange copies of a short form lease outlining the pertinent terms herein contained, which short form lease may be recorded in lieu of recording this instrument, but the terms of this instrument shall control in all aspects in regard to matters omitted from such short form lease or in respect to conflicts therewith.

18. COMPLIANCE WITH LAWS.

Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations and directives of the State Fire Marshall or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

19. PROPERTY RIGHTS RESERVED.

This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Landlord acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Landlord,

and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Landlord pertaining to the Sussex County Airport.

20. LANDLORD NOT LIABLE FOR DEBTS, ACTS OR OMISSIONS OF TENANT.

Tenant shall not be the agent or partner of the Landlord; and Tenant shall have no authority to make any contract or do any act so as to bind the Landlord or as to render the Landlord or the Leased premises liable therefore. Tenant will save the Landlord and the demised premises harmless from any penalty, damages, neglect, or negligence of Tenant, property damage, illegal act or otherwise. The improvements to be placed on said leased premises shall be constructed at the sole expense of the Tenant, and Landlord and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Tenant shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that the Landlord and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to the Tenant for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to the Tenant at the leased premises or against Landlord as the owner thereof, the Tenant shall within ninety (90) days after written notice from the Landlord thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. The Tenant will indemnify Landlord and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and the Tenant shall pay any damages and any judgment entered thereon and save harmless and indemnify the Landlord and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle the Landlord to resort to remedies as are provided herein in the case of any default of this Lease Agreement, in addition to such as are permitted by law.

21. SUCCESSORS AND ASSIGNS.

All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the successors and assigns of the parties hereto.

22. NON-PERFORMANCE BY LANDLORD.

This Lease Agreement and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

23. DAMAGE AND CASUALTY.

If more than fifty percent (50%) of the Tenant improvements located on the leased premises are damaged by fire or other casualty, Tenant may terminate this Lease Agreement, provided the Tenant first removes all structures on the land at its expense and restores the surface of the land to its condition at the date of the initial term of this Lease Agreement. The rent is to be paid to

the date of termination. The Landlord shall be an insured on Tenant's property and business income insurance in an amount sufficient to protect its interest therein.

24. QUIET ENJOYMENT.

The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease Agreement; and does further covenant that the Tenant, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

25. ENTIRE CONTRACT.

This Lease Agreement contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representation or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

26. IMPROVEMENTS.

Tenant shall be responsible for all maintenance and repair to any improvements. Such improvements shall be at Tenant's sole cost and expense, including all necessary fees and permits. Construction of any and all improvements on the leased property shall be subject to approval by the County Engineer and shall be in compliance with all governmental requirements. The construction and use of the leased property and improvements to be constructed thereon shall at all times comply with all laws, orders, ordinances, regulations, and requirements of any governmental authority having jurisdiction. Tenant shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond 6" in height. Snow removal from access road to Tenant's building shall be the sole responsibility of Tenant. Tenant shall pay for all utilities of whatsoever kind which are furnished to the leased premises. Landlord shall provide a connection to the central sewer system, but Tenant shall be responsible for all other utility connections. Tenant shall be solely responsible for water, and Landlord shall have no obligation for the same. At the termination of this lease, the improvements erected on the demised premises and any fixtures which are a part thereof, shall remain a part to the premises and shall be the property of the Landlord. Any trade fixtures which were installed on the property by Tenant and which are removable without substantial damage to the improvements shall remain the property of the Tenant, provided that Tenant shall promptly repair any damage to the improvements on the demised premises caused by their removal and that Tenant is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Landlord shall have a lien thereon to secure itself on account of its claims.

27. NON-DISCRIMINATION

The tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or

pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

28. COSTS AND EXPENSES OF LANDLORD.

Tenant shall pay upon demand all of Landlord's costs, charges, attorney's fees and expenses, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation in which Landlord, without Landlord's fault, becomes involved or concerned by reason of the existence of the Lease Agreement or the relationship hereunder of Landlord and Tenant.

29. MISCELLANEOUS.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

30. INDEMNIFICATION.

To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord and its appointed and elected officials, employees, agents, and volunteers harmless from any and all claims arising from Tenant's use of the premises, the conduct of its business, or from any activity, work or things which may be permitted or suffered by Tenant in or about the premises, and shall further indemnify, defend and hold Landlord and its appointed and elected officials, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease Agreement or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the leased premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord and its appointed and elected officials, employees, agents, and volunteers, except as permitted by law. Tenant hereby agrees that, except as permitted by law, Landlord and its appointed and elected officials, employees, agents, and volunteers shall not be liable for injury to Tenant's business or any loss of income there from or for damage to the equipment, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the premises; nor shall Landlord and its appointed and elected officials, employees, agents, and volunteers be liable for injury to the person of Tenant, Tenant's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain or other elements, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air

conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the leased premises.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being attended hereto as evidence of the authority of the undersigned corporate officers to execute the Lease Agreement.

**SUSSEX COUNTY
LANDLORD**

DATED: 11/15/11

BY: Michael D. Vincent
President of the Sussex
County Council

Attest: Nancy Cordery

APPROVED AS TO FORM:

By: [Signature]
Assistant County Attorney

TENANT

COOPER BEARINGS INC

By: [Signature] President
MANAGER

DATED: _____

Attest: [Signature] Secretary

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 15 day of November, A. D. 2011, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

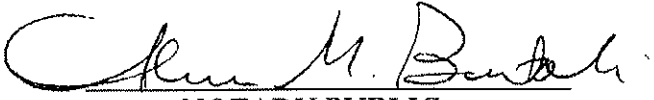

NOTARY PUBLIC

Robin A. Griffith
Notary Public
State of Delaware
Commission Expires 7/15/13

PENNSYLVANIA
STATE OF ~~DELAWARE~~ :
COUNTY OF ~~SUSSEX~~ :
LACKAWANNA

BE IT REMEMBERED, That on this 8th day of NOVEMBER, A. D. 2011,
personally appeared before me, the Subscriber, a Notary Public for the State and County
aforesaid, PAUL FOSTER, Manager, of Cooper Bearings, Inc., known to me
personally to be such, and he does depose and say that the facts set forth in the foregoing Lease
Agreement are true and correct to the best of his knowledge, information and belief.

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


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alura M. Bartoli, Notary Public
Old Forge Boro, Lackawanna County
My Commission Expires Sept. 20, 2012
Member, Pennsylvania Association of Notaries

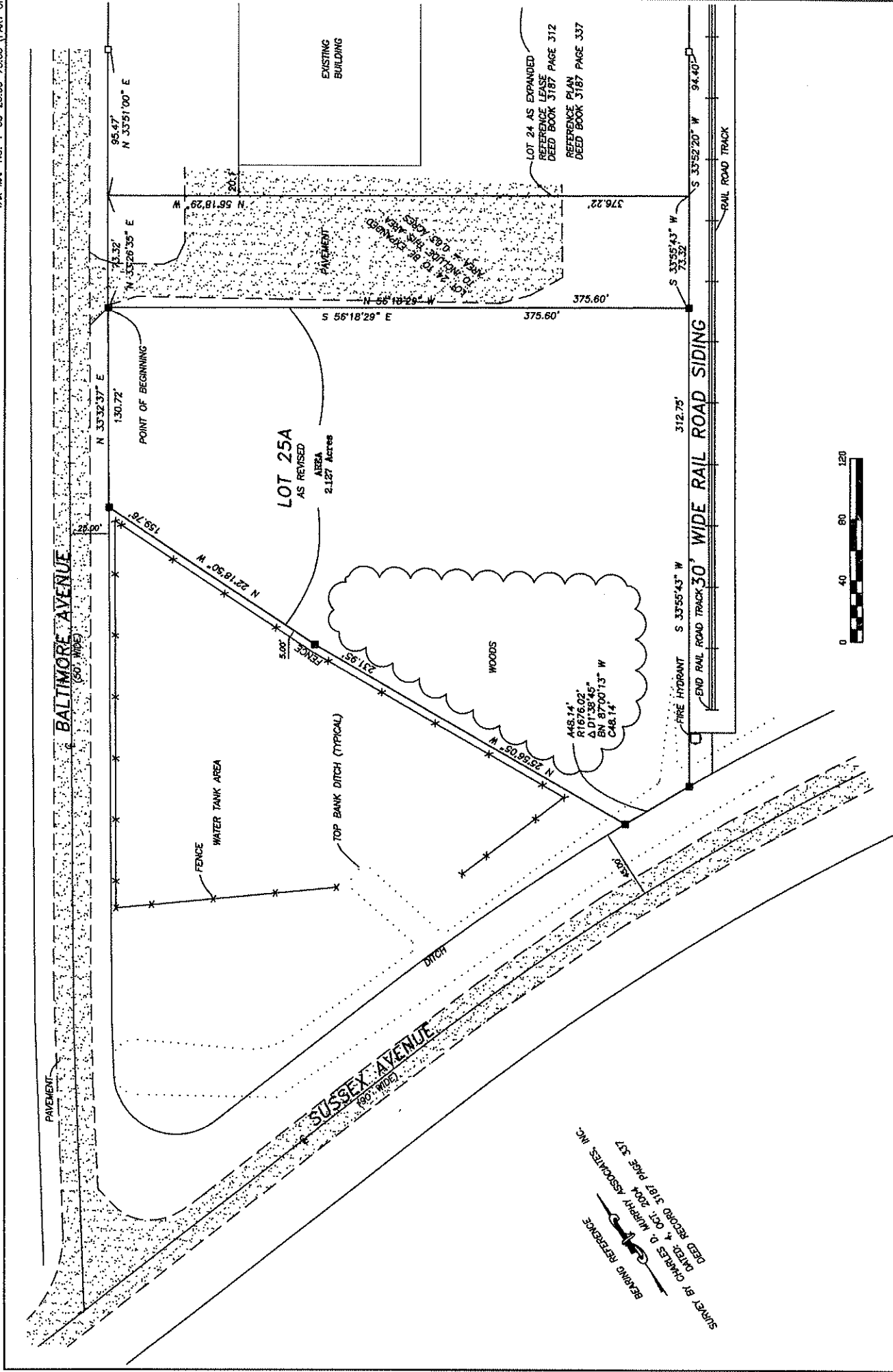
APPENDIX

A

DESCRIPTION

This is a description of Lot 25A, as revised, of Sussex County Industrial Air Park, Georgetown Hundred, Sussex County, State of Delaware.

Beginning for the same at a concrete monument set at the northeast corner of the herein described Lot 25A, as revised, of Sussex County Industrial Air Park, located in Georgetown Hundred, Sussex County, State of Delaware. Point of beginning being located S 33°26'35" W A Distance Of 73.32' from a point at the northwesterly corner of Lot 24 as shown on Survey recorded in Deed Book 3187 Page 337. Point of beginning also being in the southerly line of Baltimore Avenue. Thence leaving said point of beginning and running and binding with a new line of Division creating this easterly line of herein described Lot 25 A, as revised, 1) S 56°18'29" E a Distance of 375.60 to a concrete monument set and the northerly line of a 30' wide Rail Road Siding there situate. Thence running and binding with same, 2) S 33°55'43" W a Distance of 312.75 to a concrete monument and to the Northerly line of Sussex Avenue. Thence with same, 3) With A Curve Turning To The left With An Arc Length Of 48.14 With A Radius Of 1676.02 With A Chord Bearing Of N 87°00'13" W With A Chord Length Of 48.14; to a concrete monument and to a new line of division between herein described Lot 25 A as revised and remnant Utility and Water Tank Lot located at the intersection of Sussex Avenue and Baltimore Avenue. Thence running and binding with same and being five feet distant from an existing chain link fence there situate for the following two courses and distances, 4) N 25°56'05" W a Distance of 231.95, to a concrete monument set, thence 5) N 22°18'50" W a Distance of 159.76, to a concrete monument set and to the southerly line of Baltimore Avenue, thence with same 6) N 33°32'37" E a Distance of 130.72, to the point of beginning. Containing 2.127 acres, more or less.



LEGEND: □ FOUND CONCRETE MONUMENT ■ SET CONCRETE MONUMENT	LEASE AREA SURVEYS PREPARED FOR SUSSEX COUNTY SITUATED IN SUSSEX COUNTY, DELAWARE GEORGETOWN HUNDRED, SUSSEX COUNTY, DELAWARE SCALE: 1" = 40' DATE: SEPT. 2, 2011	Prepared By ADAMS, JR., P.L.S. PROFESSIONAL LAND SURVEYORS AND PLANNERS 217 SOUTH RACE STREET GEORGETOWN, DELAWARE 19347 PHONE: (302) 856-6699	CHARLES E. ADAMS, JR., P.L.S. 506
--	---	---	---

**ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT
AND CONSENT OF SUSSEX COUNTY, DELAWARE THERETO**

THIS ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT AND CONSENT OF SUSSEX COUNTY, DELAWARE THERETO (the "Assignment"), is made this ___ date of SEPT 8, 2026, by and among COOPER BEARINGS, INC., (the "Assignor"), PRD REALTY HOLDINGS, LLC, a Pennsylvania limited liability company (the "Assignee"), and Sussex County, Delaware, a county and political subdivision of the State of Delaware (the "County" or "Lessor"):

WITNESSETH:

WHEREAS, the County and Assignor entered into an Agreement of Lease dated November 15, 2011 (the "Lease") whereby Assignor leased approximately 2.13 acres located in the Delaware Coastal Business Park (f/k/a Sussex County Industrial Park) from the County (the "Leased Property"), which Leased Property is known or identified by the address of 21629 Baltimore Avenue, Georgetown, Delaware 19947;

WHEREAS, a copy of the Lease is attached hereto as Exhibit A; and

WHEREAS, the Lease prohibits the transfer or assignment of the Lease without the written consent of the County; and

WHEREAS, the Assignor wishes to assign the Lease to the Assignee, which is a related entity of Assignee, and has requested that the County provide its written consent to such assignment as required by the Lease; and

WHEREAS, the County will consent to the Assignment, pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals: The above recitals are restated and incorporated herein by reference.
2. Conditions. In order for this Assignment to be effective, the Assignor must not be then in breach of any of the terms and conditions of the Lease.
3. Assignment of Lease. Provided the condition set forth in Paragraph 2 is met, the Assignor hereby assigns, sets over, and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the Lease.
4. Assumption of Lease. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease arising from and after the date hereof.



5. Guaranty. This Assignment is expressly contingent upon Paul P. Foster ("the Guarantor") executing the guaranty attached hereto as Exhibit B.

6. Assignee Warranty. Assignee represents and warrants that Assignee is a duly formed legal entity and in good standing and has full corporate or partnership power and authority, as the case may be, to enter into this Assignment. The Certificate of Good Standing from the State recognizing the corporation or partnership and all necessary resolutions shall be provided upon the County's requests. Assignee has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Assignment constitutes a valid and binding obligation enforceable in accordance with its terms.

7. Amendment to Notice Provisions. Notwithstanding anything to the contrary contained in the Lease, the address for notice under the Lease for the Assignee and the Guarantor shall be:

As to Assignee:

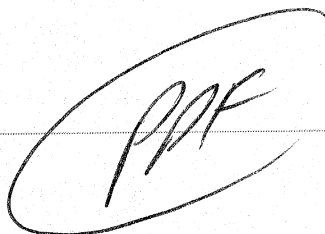
PRD Realty Holdings, LLC
c/o Paul P. Foster
487 Ridge Drive
Valentines, VA 23886
Email: paul@epowerrail.com

As to Guarantor:

Paul P. Foster
487 Ridge Drive
Valentines, VA 23886
Email: paul@epowerrail.com

8. Indemnity. Assignor agrees to indemnify, defend, and hold harmless Assignee and Lessor from any loss, cost, claim, liability, judgment, damage, expense, or demand of whatsoever nature under the Lease that arose or accrued prior to the date hereof. Assignee agrees to indemnify, defend, and hold harmless Assignor and Lessor from any loss, cost, claim, liability, judgment, damage, expense, or demand of whatever nature under the Lease arising or accruing on or after the date hereof.

9. Enforceability. The Assignor and Assignee each covenant that the execution and delivery of this Assignment, and all documents related thereto, are valid and legally binding upon the Assignor and Assignee, and are enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar state or federal debtor relief laws from time-to-time in effect; general principles of equity, and general principles of commercial reasonableness and good faith.



10. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original, and all of which counterparts, when assembled as a whole, shall constitute one and the same agreement.

11. Miscellaneous. This Assignment shall be interpreted in accordance with the laws of the State of Delaware, except for its conflicts of laws provisions, without reference to the party causing the same to be prepared. Where used herein, the plural shall refer to the singular, the singular to the plural, and one gender to the other or the neuter, where the context so requires. No modification to this Assignment shall be binding unless in writing and signed by the party against whom such modification is sought to be enforced.

12. No Presumption Against the Drafter. Each of the parties to this Agreement participated in the drafting of this Agreement and the interpretation of any ambiguity contained in the Agreement will not be affected by the claim that a particular party drafted any provision hereof.

ATTEST

ASSIGNOR:
COOPER BEARINGS, INC.

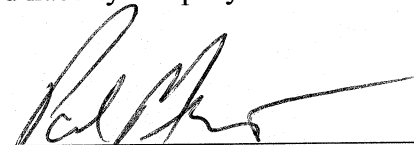
Name:
Title:

By:  [Seal]
Name: Paul P. Foster
Title: owner

ASSIGNEE:

PRD REALTY HOLDINGS, LLC, a Pennsylvania
limited liability company

Witness

By:  [Seal]
Name: Paul P. Foster
Title: owner

SUSSEX COUNTY CONSENT HERETO:

Witness

By: _____ [Seal]
Name:
Title:

APPROVED AS TO FORM:

_____ [Seal]
County Attorney

Date: _____

EXHIBIT A

Lease and Assignments

A handwritten signature in black ink, appearing to be 'DPT', is written over a horizontal line.

EXHIBIT B
Guaranty



GUARANTY

Lessor: SUSSEX COUNTY, a political subdivision of the State of Delaware
Original Lessee: COOPER BEARINGS, INC.
Assigned Lessee: PRD REALTY HOLDINGS, LLLC (hereinafter also "Lessee")
Lease Date: November 15, 2011
Leased Premises: 21629 Baltimore Avenue, Georgetown, Delaware 19947
Guarantor(s): Paul P. Foster
Guaranty Date: SEPT 8, 2026

Lessor will not enter into an assignment of the above-referenced Lease unless it receives a guaranty of the payment and performance of Assigned Lessee's obligations under the Lease and any extensions and renewals thereof or holdover thereunder.

In order to induce Lessor to enter into the assignment of the Lease to Assigned Lessee and in consideration thereof, Guarantor irrevocably and unconditionally guarantees to Lessor the timely and complete performance and observance of all agreements and obligations (individually an "Obligation" and collectively the "Obligations") of Lessee, and Lessee's successors, assigns and sublessees, arising under the Lease and all renewals, modifications, amendments and extensions thereof (which shall be deemed included in the term "Lease" as used herein), including, without limitation, the obligation to pay (a) the full rent for the entire Term of the Lease as now stated therein, regardless of whether such Term is shortened or lengthened or such rent reduced or increased for any reason or by any cause, (b) all additional rent and other sums payable to Lessor under the Lease, and (c) all damages, losses, costs, interest, charges and expenses (including, without limitation, reasonable attorney's fees) of every kind, nature and description, suffered or incurred by Lessor arising in any manner out of, or in any way connected with any default by Lessee under the Lease. If the rent, or any part thereof, under the Lease is accelerated by reason of Lessee's default thereunder or otherwise, and if Lessee shall fail to pay such accelerated rent, then Guarantor shall pay same to Lessor on demand. Without limitation to the foregoing or to any other provision of this Guaranty, if Lessee fails to observe or perform any Obligation in accordance with the Lease, including, without limitation, the Obligation to pay rent, then, on Lessor's demand, Guarantor shall fully observe and perform such Obligation. This Guaranty is continuing, and shall be effective regardless of how long before or after the date hereof any of Lessee's Obligations were incurred or accrued. The liability of Guarantor shall not be affected by the bankruptcy or insolvency of Lessee or any other guarantor or by a discharge, confirmed plan, lien avoidance, limitation of allowability or other aspect or provision of bankruptcy or insolvency proceedings or law or by any defense of Lessee or any other guarantor.

Guarantor agrees that Lessor may, at any time and from time to time, either with or without consideration: (a) surrender any property or collateral of any kind or nature whatsoever held by Lessor or by any person on Lessor's behalf securing any or all of the Obligations, (b) substitute for any property or collateral so held other property or collateral of like kind or of any other kind,

Lessor Initials _____

1

Lessee Initials 

(c) acquire new security for the Obligations, (d) amend, supplement or modify the terms of the Lease, (e) consent to or allow any subletting of the property demised under the Lease and (f) exercise any right or remedy against Lessee under the Lease (including, without limitation, the right to accelerate rent under the Lease and the right to terminate the Lease), all without notice to or consent from Guarantor, and all without impairing the liability of Guarantor hereunder. Guarantor waives notice of acceptance of this Guaranty, and of any default by Lessee under the Lease.

The liability of Guarantor hereunder is absolute and unconditional and shall not be affected by, and Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Lessor to proceed against Lessee or any other person or to exhaust any security held by Lessor or to pursue any right or remedy before proceeding against Guarantor, (b) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any Obligation hereby guaranteed, (c) any defense arising by virtue of the failure of Lessor to file or enforce any claim, (d) any notice of the existence, creation or incurring of any new or additional indebtedness or obligation by, or of any action or non-action on the part of, Lessee or Lessor, (e) any defense arising by virtue of the lack of authority, dissolution, incompetency, death or disability of Lessee or any other person, (f) any defense based upon an election of remedies by Lessor, including, without limitation, an election to proceed by non-judicial means that destroys or otherwise impairs any subrogation or other rights of Guarantor against Lessee, (g) any termination of the Lease prior to its stated expiration date, and (h) any duty on the part of Lessor to disclose to Guarantor any fact that Lessor may now or hereafter know about Lessee, regardless of whether Lessor has reason to believe that such fact materially increases the risk beyond that which Guarantor intends to assume, or has reason to believe that such fact is unknown to Guarantor, or has a reasonable opportunity to communicate such fact to Guarantor, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Lessee and of all facts and circumstances bearing on the satisfaction and performance of the Obligations.

Guarantor waives any and all rights of subrogation against Lessee by reason of Guarantor's payment or performance of Lessee's obligations and subordinates any liability or indebtedness of Lessee held by Guarantor to the obligations of Lessee to Lessor.

This Guaranty may not be modified, discharged or terminated in any manner other than by an agreement in writing signed by Guarantor and Lessor.

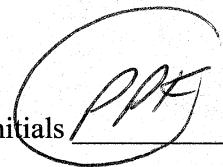
Guarantor is primarily obligated under the Lease. Lessor may, at its option, proceed against Guarantor without proceeding against Lessee or anyone else obligated under the Lease or against any security for any of Lessee's or Guarantor's obligations.

Guarantor will pay upon demand the reasonable attorneys' fees and costs incurred by Lessor in connection with the enforcement of this Guaranty.

Guarantor irrevocably appoints Lessee as its agent for delivery of notices and for service of process related to this Guaranty.

Lessor Initials _____

Lessee Initials _____



Guarantor has executed this Guaranty under seal and on the date hereof.

Witnesses:

Guarantor:


_____(SEAL)
Paul P. Foster 9/8/26

Lessor Initials _____

Lessee Initials _____



Caring People, Quality Service

SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

22215 Dupont Blvd. • P.O. Box 589 • Georgetown, DE 19947 • 302-854-5050 • FAX 302-855-7780

Robert W. Murray
Director



TO: Sussex County Council

The Honorable Douglas B. Hudson, President

The Honorable John L. Rieley, Vice President

The Honorable Jane Gruenbaum

The Honorable Matt Lloyd

The Honorable Steve C. McCarron

FROM: Kristen McAfee, Manager of Logistics, EMS
RE: Relocation of Paramedic Station 109
DATE: September 17, 2026

Sussex County EMS has been renting a construction trailer from Hale Trailers since 2021 to house Paramedic Station 109. The trailer is located on the County's Wastewater Pump Station on Old Mill Bridge Rd. The trailer was a temporary housing solution until a more permanent resident could be constructed or acquired. Needless to say, we have quickly outgrown the construction trailer.

While the current accommodations have served their purpose, Sussex County EMS has found a much more suitable rental property to house Paramedic Station 109. The proposed rental property is located at 36731 Breakwater Run, Selbyville, DE 19975. The property is a 3 bedroom, 2 bath house with an attached garage. The residence has quick and easy access to Route 54 for our operational needs.

Therefore, I am seeking Council support for Sussex County EMS to terminate the current lease with Hale Trailers and enter into a new lease for the property located at 36731 Breakwater Run, Selbyville, DE 19975 for Paramedic Station 109. Thank you for your consideration.

Kristen McAfee, BS, NRP
Manager of Logistics
Sussex County Department of EMS

Todd F. Lawson
Administrator



LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2026 between L & P REALTY LLC, a Delaware limited liability company, with an address of 126 Kamm Avenue, South River, NJ 08882, hereinafter referred to as the "Landlord" and SUSSEX COUNTY, a political subdivision of the State of Delaware with an address of P.O. Box 589, 2 The Circle, Georgetown, DE 19947, hereinafter referred to as the "Tenant."

In consideration of the sum of One Dollar (\$1.00), the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, the premises located at 36731 Breakwater Run, Selbyville, DE 19975, being Lot 152, Phase 2, Keenwick Sound, identified as Sussex County Tax Map Parcel No. 533-19.00-471.00 as shown on Exhibit A attached hereto which is incorporated herein by reference, and consisting of a single-family residence, 2-car garage and existing driveway, together with the uninterrupted driveway access and parking as more fully set forth in paragraph 6 hereof ("Leased Premises").
2. The initial term of this Lease shall commence at midnight on the 1st day of October, 2026 and shall continue for a period of one (1) year until 11:59 p.m. on the 30th day of September, 2027. The lease term shall automatically renew for four (4) additional one-year terms unless Tenant provides Landlord with written notice of its intent to not renew at least ninety (90) days prior to the expiration of the original Lease term. Tenant may terminate this Lease, and any renewal thereof, at any time prior to the expiration of the Lease term then in effect by providing the Landlord with at least ninety (90) days' written notice of its intent to so terminate.
3. Tenant agrees to pay the Landlord monthly rent in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for the first year of the lease term. Thereafter, rent shall be subject to an annual increase of five percent (5%) per year beginning on October 1, 2027. The rent shall be due and payable without demand and without setoff or deduction on or before the 1st day of each month during the Lease term beginning on October 1, 2026. If this Lease commences or terminates during a given month, rent for that month shall be prorated with payment for the prorated month. Tenant's payment of rent shall be subject to the provisions of paragraph 4 below. All rent payments shall be sent to Landlord's mailing address set forth in paragraph 22 of this Lease.

4. It is expressly agreed and understood that the Tenant relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware at any time fail to appropriate sufficient funds for the purpose of maintaining this Lease, the Tenant's total liability under this Lease shall be limited to the funds designated for this Lease by the County Council of Sussex County and the Tenant's obligation under this Lease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Lease.
5. The Tenant may use and occupy the Leased Premises for any emergency medical services and operations, or such other lawful uses designated by the Sussex County Council. The Tenant shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose.
6. During the term of this Lease, the Landlord leases to the Tenant the exclusive right to the uninterrupted use and access to the presently existing driveway on the Leased Premises with clear, uninterrupted thoroughfare for ingress/egress of emergency medical services vehicles at all times.
7. The Tenant shall not place or erect any signs of any nature on any part of the Leased Premises, or the sidewalk adjoining the Leased Premises, or on any part of the Landlord's property adjacent to the Leased Premises which do not conform to requirements of any State, Federal, Municipal or county law, ordinance, rule or regulation. Said sign(s) shall not be placed without the prior written consent of the Landlord and said consent shall not be unreasonably withheld.
8. The Tenant, upon the payment of the rent herein reserved, and upon performance of all the terms of this lease, shall at all times during the term of this Lease, and during any extension or renewal thereof, peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the Leased Premises without any disturbance from the Landlord or from any other person claiming through the Landlord.
9. Maintenance and Repairs
 - a. The Landlord shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the Leased Premises (including but not limited to heating and air conditioning systems, hot water heater, and plumbing and electrical systems), sidewalks and landscaping on or appurtenant to the building; provided, however, that to better accommodate the paramedic unit, Landlord and Tenant agree that Tenant is authorized to relocate a portion of the existing HVAC system in the garage from middle of the rear wall to the area closer to the stairs.

- b. Tenant shall maintain and keep the Leased Premises in good repair, free of refuse and rubbish.
 - c. Tenant shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
 - d. Notwithstanding the other provisions of this paragraph and subject to paragraph 18, any repairs and replacements necessitated by any act, omission or negligence of either party or its agents or servants shall be made at the expense of the party whose actions necessitated the repairs and/or replacements.
 - e. Tenant shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property.
 - f. Tenant shall be responsible for the timely removal of snow from the driveway on the property thereby maintaining a clear and continuous route of ingress and egress to and from the Leased Premises during inclement weather. Tenant shall also be responsible to maintain all sidewalks adjacent to the building free and clear of snow during inclement weather. Landlord represents that the Homeowners Association contracts for the removal of snow on the roads within the development.
10. Tenant shall arrange for, procure and pay for all electricity and all utilities required for adequate lighting, heating, telephone, internet, cable, water, sewer, trash, recycling and other services Tenant requires on the Leased Premises. Landlord shall be responsible for the payment of all real estate taxes on the Leased Premises.
11. Tenant may only make alterations, additions or improvements to the Leased Premises with the prior written approval of the Landlord, which shall not be unreasonably withheld. Any and all alterations, additions or improvements shall conform to the requirements of all applicable municipal, county, state or federal laws, ordinances, rules or regulations. Tenant shall maintain all of Tenant's alterations, additions or improvements to the Leased Premises in conformance with the terms hereof. At Landlord's option, Tenant shall remove the alterations, additions and improvements from the Leased Premises upon the expiration of the lease term or its earlier termination, at Tenant's expense. If Landlord decides to exercise its option for Tenant to remove the alterations, additions and improvements, Landlord shall provide Tenant with at least sixty (60) days' written notice prior to the expiration of the lease term. Tenant shall repair any damage to the Leased Premises which occurred in connection with such removal.
12. At the expiration of this Lease, the Tenant shall surrender the Leased Premises in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements excepted.
13. A. The following shall be deemed acts of default by Tenant under the terms of this Lease:

- i. If Tenant defaults in the payment of rent or any sum collectable by Landlord as rent, and such default shall continue for fifteen (15) days, without notice thereof by Landlord to Tenant;
- ii. Tenant defaults in the prompt and full performance of any covenant, condition, agreement or provision of this lease and such default shall continue for fifteen (15) days after Landlord provides Tenant with written notice thereof; provided, however, that in the case of a default which cannot with due diligence be corrected by the Tenant within a period of fifteen (15) days, Tenant shall have such additional time to correct the same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to correct such default; or
- iii. The commission of any act which is prohibited by the terms of this Lease.

B. In the event of an act of default by Tenant, the Landlord shall have the following remedies:

- i. Cancel and terminate this Lease by thirty (30) days' written notice to Tenant or any person claiming under Tenant, and upon Landlord's filing of an action for summary possession and obtaining a Court Order therefor, Tenant or any person claiming under Tenant shall thereupon surrender quiet and peaceable possession of the Leased Premises and all keys and other personal property of Landlord to Landlord. Provided, however, that if the default is for nonpayment of rent, such notice period shall be sixty (60) days written notice.
- ii. File a debt action for unpaid rent or for damages to the Leased Premises; or
- iii. Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease.

14. The Landlord or his agents shall have the right to enter the Leased Premises at reasonable times during normal business hours in order to examine it or to show it to prospective Tenants, upon no less than twenty-four (24) hours' prior notice to Tenant, unless otherwise agreed to by both parties. All showings shall be in the company of a representative of the Tenant, unless Tenant agrees otherwise. Landlord's right of entry shall not be deemed to impose upon the Landlord any obligation, responsibility or liability for the care, supervision or repair of the Leased Premises other than as herein provided.

15. Insurance:

- A. Tenant shall secure and maintain, at its own expense the following insurance coverages on the Leased Premises with all policies issued by carriers having an A.M. Best's Financial Strength Rating of A- (or better), an A.M. Best's Financial Size Category of VIII (or better), and who are licensed to provide insurance in the State of Delaware:
- i. Causes of Loss – Special Form (formerly known as “All-Risk”) Property Insurance which insures against direct physical loss of or damage to Tenant's business personal property, including improvements and betterments to the Leased Premises at Tenant's expense, with limits sufficient to insure Tenant's interest herein.
 - ii. Causes of Loss – Special Form (formerly known as “All-Risk”) business income and extra expense insurance in amounts satisfactory to protect Tenant's interests for loss of income and/or extra expense that results from direct physical loss of or damage to Tenant's property situated at Leased Premises.
 - iii. Commercial General Liability (Occurrence Basis) insurance which insures against bodily injury, property damage, and personal injury claims arising from Tenant's occupancy of the Leased Premises or operation incidental thereto, with the following limits:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 product completed operations aggregate limit
 - \$1,000,000 personal and advertising injury limit
 - \$5,000 medical expense limit

Tenant shall name Landlord as an Additional Insured on its Commercial General Liability policy.

- B. Landlord shall secure and maintain, at its own expense the following insurance coverages on the Leased Premises with all policies issued by carriers having an A.M. Best's Financial Strength Rating of A- (or better), an A.M. Best's Financial Size Category of VIII (or better), and who are licensed to provide insurance in the State of Delaware:
- i. Causes of Loss – Special Form (formerly known as “All-Risk”) Property Insurance which insures against direct physical loss of or damage to the building at the Leased Premises and Landlord's business personal property at the Leased Premises on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of Landlord's property.
 - ii. Causes of Loss – Special Form (formerly known as “All-Risk”) business income and extra expense insurance in amounts

satisfactory to insure Landlord's loss of income and/or extra expense that results from direct physical loss of or damage to Landlord's property (Leased Premises and any other property located thereon).

- iii. Commercial General Liability (Occurrence Basis) insurance which insures against bodily injury, property damage, and personal injury claims arising from Landlord's ownership, maintenance or use of Leased Premises or operations incidental thereto, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$2,000,000 product completed operations aggregate limit

\$1,000,000 personal and advertising injury limit

\$5,000 medical expense limit

Landlord shall name Tenant as an Additional Insured on its Commercial General Liability policy.

- C. Both parties shall furnish certificates of insurance evidencing the required coverages upon execution of the Lease and upon renewal of the applicable policies.

- 16. A. If, during the term of the Lease, the building is so injured by fire or otherwise, including whole or partial condemnation, that the Leased Premises are rendered wholly unfit for Tenant's intended use and said Leased Premises cannot be repaired within ninety (90) days from the happening of such injury, then the Lease shall cease and terminate from the date of such injury. In such case, the Tenant shall pay the rent apportioned to the time of injury and shall surrender to the Landlord, who may enter upon and repossess the premises. If the injury is such that the demised premises can be repaired within the ninety (90) days thereafter, Landlord shall enter and repair with reasonable promptness, and this lease shall not be affected, except that the rent shall be suspended while such repairs are being made.

- B. In the event of condemnation, Landlord shall be entitled to the full award paid by the condemnor.

17. Indemnification/Waiver of Subrogation:

- a. To the extent permitted by law, the Tenant shall indemnify, defend and hold Landlord harmless, including court costs, expenses and attorneys' fees, from and against claims for bodily injury (including death) and property damage arising out of Tenant's occupancy of the Leased

Premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Landlord.

- b. To the extent permitted by law, the Landlord shall indemnify, defend and hold Tenant harmless, including court costs, expenses and attorneys' fees, from and against claims for bodily injury (including death) and property damage arising out of Landlord's ownership, maintenance or use of the premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Tenant.
 - c. To the fullest extent permitted by law, Landlord and Tenant each waives any right of recovery from the other and their respective appointed and elected officials, officers, directors, partners employees, agents and volunteers for any loss of or damage to the property (or resulting loss of income or extra expense) of the other party, by reason of any peril required to be insured against under this lease, regardless of the cause of origin, including the negligence of the other party. To the fullest extent permitted by law, Landlord's and Tenant's property insurers shall not hold any right of subrogation against the other party. Landlord and Tenant shall advise their respective insurer(s) of the foregoing, and such waiver shall be permitted under any property and/or business income insurance policies maintained by Landlord and Tenant. It is agreed that, if Tenant is negligent for damage to Landlord's property, that the Tenant will reimburse Landlord for the amount of the deductible, not to exceed \$5,000.00. It is further agreed that, if Landlord's negligence results in damage to any of Tenant's property located on the Leased Premises during the term hereof, Landlord shall reimburse Tenant for the amount of the deductible, not to exceed \$5,000.00.
18. Nothing contained herein is intended to waive, alter, or otherwise amend Tenant's immunity under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, nothing contained herein is intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any obligations contained in this Agreement are determined by court or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.

19. In the event Landlord defaults on any of its obligation under this Lease, Tenant shall provide Landlord with written notice of Landlord's default and Landlord shall have a period of fifteen (15) days from the date of the notice to cure the default. The notice shall be delivered in accordance with paragraph 24 of this Lease. In the event Landlord fails or refuses to cure the default within the 15-day cure period, Tenant shall, at its sole discretion, have the right to terminate this Lease and shall have no further obligation hereunder. In the event Landlord does not cure the default and Tenant does not terminate the Lease, Tenant's failure to terminate shall not act as a waiver of any potential future default on Landlord's behalf.
20. Any controversy which arises between the Landlord and the Tenant regarding the rights, duties or liabilities hereunder of either party may, but shall not be required to, be settled by arbitration, if mutually agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Landlord, one named by the Tenant, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware, as applied to the facts found by him or them. The arbitrator's decision shall be non-binding. Nothing herein contained shall be construed as a waiver by either party to file suit, either in law or in equity, against the other party to resolve any and all disputes under this Lease.
21. The Tenant may not sublet or assign any or all of the Leased Premises without the prior written consent of the Landlord. Such written consent by the Landlord shall not be unreasonably withheld, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal. Landlord's consent to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the consent in writing of the Landlord to any further assignment or subletting.
22. All notices, requests, demands and other communications, including a notice to quit, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and may be served in any one of the following manners and shall be effective as of the time specified: (a) If by personal service upon Landlord or Tenant, on the date of such service when served by an adult person upon the party to receive the notice or upon an adult member of the household or upon the agent of any corporation, or other business entity; (b) If by posting on the Leased Premises, on the date of posting the same in a conspicuous place on the Leased Premises (this method of service to be used only for notices, requests, demands and other communications, including notices to quit, from Landlord to Tenant); or (c) If by registered or certified mail, on the date of receipt of the same as evidenced by the return receipt if signed by the party to be served or an adult member of the household or agent of the corporation or other business entity. If the same is returned by the U.S. Postal Service bearing notations such as "Refused" or "Unclaimed," service shall be

deemed to have been made on the first business day following mailing of the same.

The Landlord designates its address as:

L & P REALTY LLC
126 Kamm Avenue
South River, NJ 08882
Attention: Frederick Lucich
acern@comcast.net
Tel. (973) 202-5017

The Tenant designates its address as:

Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE 19947
Attention: Todd Lawson, Sussex County Administrator
tlawson@sussexcountyde.gov
Tel. (302) 855-7742

23. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant.
24. If any particular term, covenant or provision of this Lease shall be determined to be invalid, illegal, void or unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. This Lease shall be governed under the laws of the State of Delaware. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C. § 5101 et seq.
25. This Lease sets forth all the promises or representations, agreements and undertakings between Landlord and Tenant relative to the Leased Premises. There are no promises, representations, agreements or undertakings, either oral or written, between Landlord and Tenant except as set forth herein. No amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease shall be binding upon Landlord and Tenant, their heirs, executors, administrators, assigns and successors, both Landlord and Tenant being duly authorized to execute the same.
26. This Lease shall be executed in multiple counterparts and each shall be considered valid as an original for all purposes and 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.

27. In the event any action is brought to enforce the terms of this Lease, each party shall be responsible for its own costs, expenses and attorney's fees arising therefrom.
28. This Lease is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.
29. The parties to this Lease agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Lease.
30. Time shall be of the essence for the performance of all terms of this Lease.

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

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have hereunto set their hands and seals on the day and year set forth below.

LANDLORD:

L & P REALTY LLC, a Delaware limited liability company

Date

By: _____ (SEAL)
Frederick Lucich, Authorized Person

TENANT:

SUSSEX COUNTY, a political subdivision of the State of Delaware

By: _____ (SEAL)
Douglas B. Hudson, President
Sussex County Council

Date

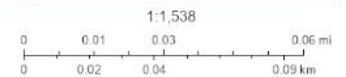
Attest: _____ (SEAL)
Tracy Torbert, Clerk of the Council

Approved as to Form:

J. Everett Moore, Jr., Sussex County Attorney

Date

533-19.00-471.00 36731 BREAKWATER RUN, SELBYVILLE, DE, 19975



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Sussex County Government

Property Tax Information - Sussex County DE

ENGINEERING DEPARTMENT

PAUL B. MAUSER, P.E.
ASSISTANT COUNTY ENGINEER

(302) 854-5028 T
Paul.Mauser@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

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

FROM: Paul B. Mauser, P.E., Assistant County Engineer

DATE: September 22, 2026

RE: Briarwood Estates Septic Elimination, Project S23-11
A. Change Order No. 1

Project Background Information: Sussex County staff received a request in the 2019 timeframe to provide a presentation to the Briarwood Estates Homeowners Association. The Briarwood Estates subdivision was established in 1972 and is located near the intersection of John J. Williams Highway (Route 24) and Tanglewood Drive. As of the date of the Preliminary Engineering Report (PER, April 2023), the community consists of 73 recorded lots, with 68 of the lots being improved, 3 vacant lots, and 2 of the lots being used for the community center and stormwater management.

May 2019: Sussex County provided the requested presentation and circulated a polling letter to the Briarwood Estates property owners. The May 2019 letter did not produce enough responses to proceed and therefore a 2nd mailing was sent out in the ensuing months. The 2nd letter provided 48 responses equating to 66% of the community. Of those responses, 37 were in support with 11 opposed.

October 2020: The Engineering Department presented the polling results to County Council in October of 2020 requesting permission to post notices for a Public Hearing.

December 2020: The County held a Public Hearing on December 11, 2020 at Conley's United Methodist Church. The Public Hearing was posted and advertised per County Code. The County provided a proposed boundary, project information, and proposed rates based on the current MHI. A question-and-answer session was held, and the community was informed there would be presentation to County Council to vote the annexation of the community into the Sussex County Unified Sanitary Sewer District (SCUSSD). County Council heard the presentation and voted on December 15, 2020 to expand the boundary of the SCUSSD to include the Briarwood Estates community.



Planned Septic Elimination Project: The connection of the Briarwood Estates community to the public sewer system will eliminate an estimated 1,200 pounds of Total Nitrogen (TN) per year from the Rehoboth Bay watershed. Utilizing the County's December 10, 2024 "Consolidated Bulk Wastewater Services Agreement" with Artesian Wastewater Management, Inc. (AWMI), County staff has coordinated with Artesian to connect the proposed sewer collection system to existing Artesian infrastructure in the Hart's Landing community. The wastewater will flow to and be treated by Artesian's existing on-site system in the Hart's Landing community.

As of July 2026, Artesian is developing Construction Plans to build a new 4" sewer force main to convey the wastewater flow from the Hart's Landing community to the adjacent gravity sewer collection system in the Saddle Ridge community. The Saddle Ridge community's sewer collection system flows to the existing Sussex County Pump Station 403 which ultimately conveys the wastewater to the Inland Bays Regional Wastewater Facility (IBRWF) for treatment.

The estimated project cost is \$4,631,363.00. The County will provide each Property Owner with a sewer connection at the property line. The Property Owner will be responsible for engaging the services of a licensed plumber to install the piping from the County owned lateral cleanout to the house, as well as pumping out and filling the existing septic tank.

Delaware Water Pollution Control Revolving Loan Fund (WPCRF): Sussex County staff completed The Preliminary Engineering Report (PER) and the Environmental Information Documents (EID) in April 2023. The PER and EID are required for submittal of the funding application to Delaware State Revolving Fund (SRF).

On June 15, 2023, Sussex County submitted a funding application for consideration in the amount of \$4,631,363.00 and on September 23, 2024, the County received the Binding Commitment Letter (BCL) from DNREC Environmental Finance. The County acknowledged and accepted the DNREC BCL on September 30, 2024. The BCL identifies a loan amount of \$4,631,363.00 for a term of thirty (30) years. Upon completion of the project, up to \$3,200,000 of principal forgiveness will be applied and the remaining balance will be amortized over 30 years at 2% interest and will require semi-annual principal and interest payments.

On November 12, 2024, the Finance and Engineering Departments recommended introduction of the associated debt ordinance, authorizing the issuance of up to \$4,631,363.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Briarwood Estates Septic Elimination project. Also on November 12, 2024, the Engineering Department presented Amendment No. 1 to the JMT Contract, utilizing the 5-year Professional Service Contracts. Council Approval was received to proceed with a not-to-exceed cost of \$245,960.00 with JMT for design and bidding services related to this project.

On December 10, 2024, a favorable Public Hearing was held at the County Council Meeting, with County Council approving the Engineering Department's recommendation of up to \$4,631,363.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Briarwood Estates Septic Elimination Project.

Briarwood Estates Construction Contract: Sussex County Engineering staff worked with JMT from November 2024 to November 2025 to complete a thorough project Design, acquire all necessary project Permits, and ultimately publicly Bid the project on November 24, 2025. A Pre-Bid Meeting was held on December 8, 2025 and the Bid Opening was held on January 28, 2026, both events being held in Sussex County Council Chambers. A total of eight (8) Construction Bids were received at the Bid Opening with the Low Bid being provided in the amount of \$2,223,060.33 from George & Lynch Inc. (G&L).

On March 3, 2026, the Engineering Department recommended and County Council approved Award of the Briarwood Estates Septic Elimination project to George & Lynch, Inc. in the bid amount of \$2,223,060.33. Also, on March 3, 2026, the Engineering Department recommended and County Council approved JMT Amendment No. 5 to the 2024 Base Contract in the not to exceed amount of \$99,665.00. JMT Amendment No. 5 is to provide Construction Phase Services with County Staff providing Inspection Services.

On June 15, 2026, a Notice to Proceed (NTP) was issued to George & Lynch, Inc. to begin work on the Briarwood Estates Septic Elimination project. The Construction Duration is 270 Calendar Days which results in a Substantial Completion date of March 12, 2027.

During the July 23, 2026 Progress Meeting #2, it was discovered that an additional sewer main will need to be constructed on Woods Road in order to best serve 4 of the adjacent property owners. The Progress Meeting included representatives from Sussex County, JMT, George & Lynch, DNREC, and the Briarwood Estates HOA. All parties agreed that the additional sewer main was necessary to install and a Change Order was developed utilizing the competitively bid Unit Prices. Change Order No. 1 is equal to a total of \$70,587.42 and extends the Construction Duration by 20 Calendar Days.

Sussex County Engineering Recommendation of Change Order #1: Sussex County Engineering recommends approval of Change Order No. 1 to George & Lynch in the amount of \$70,587.42 and an increase of 20 Calendar Days to the Construction Duration.

CHANGE ORDER NO.: 1

Owner: Sussex County Owner's Project No.: S23-11
 Engineer: Johnson, Mirmiran & Thompson Engineer's Project No.: 24-00811-011
 Contractor: George & Lynch, Inc. Contractor's Project No.: 260045
 Project: Briarwood Estates Septic Elimination
 Contract Name: Briarwood Estates Septic Elimination
 Date Issued: 9/11/26 Effective Date of Change Order: 9/11/26

The Contract is modified as follows upon execution of this Change Order: 1

Description:

Install additional sanitary sewer along Woods Road along with all required restoration and all incidental work to install an operational sanitary sewer system. Sanitary sewer modifications include additional sewer main and manholes as well as adjustments to lateral locations to serve properties along Woods Road.

Attachments:

Revision 1 Unit Quantity Adjustments
 Email correspondence regarding additional survey cost

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 2,223,060.33	Substantial Completion: 270
	Ready for final payment: 300
Increase from previously approved Change Orders No. 0 to No.: 0	Increase from previously approved Change Orders No.0 to No. 0:
\$ N/A	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 2,223,060.33	Substantial Completion: 270
	Ready for final payment: 300
Increase this Change Order:	Increase this Change Order:
\$ 70,587.42	Substantial Completion: 20
	Ready for final payment: 20
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 2,293,647.75	Substantial Completion: 290
	Ready for final payment: 320

Recommended by Engineer (if required)

By: 

Title: Project Engineer

Date: 9/11/2026

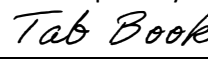
Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor



Project Manager

9/11/2026

Approved by Funding Agency (if applicable)

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

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

Briarwood Estates Septic Elimination Project Project S23-11 Revision 1					
Bid Item	Description of Work	Quantity	Unit	Unit Price	Total Price
SCHEDULE B - GRAVITY COLLECTION & TRANSMISSION SYSTEMS					
B1	Furnish & Install PVC Gravity Sewer SDR-35 (In Pavement)	274	LF	\$129.95	\$35,606.30
B3	Furnish & Install PVC Sewer Laterals (In Pavement)	-2	LF	\$66.29	-\$132.58
B4	Furnish & Install PVC Sewer Laterals (Outside Pavement)	16	LF	\$61.01	\$976.16
B7	Furnish & Install PVC Sewer Laterals (Outside Pavement)	1	LF	\$47.64	\$47.64
B11	Furnish & Install Precast Manhole, Including Frame & Cover	15	VF	\$844.57	\$12,668.55
B18	Milling of Existing Pavement	7,104	SF	\$0.25	\$1,776.00
B19	Furnish & Place Superpave Type "C" Hot Mix Asphalt Surface Course	90	TON	\$122.36	\$11,012.40
B20	Furnish & Place Superpave Type "B" Hot Mix Asphalt Base Course	40	TON	\$113.84	\$4,553.60
B21	Furnish & Place Graded Aggregate Type "B" Base Course	40	CY	\$86.89	\$3,475.60
Subtotal for Schedule B: Unit Price					\$69,983.67

Survey stakeout/as-built +603.75
 \$70,587.42

ENGINEERING DEPARTMENT

PAUL B. MAUSER, P.E.
ASSISTANT COUNTY ENGINEER

(302) 854-5028 T
Paul.Mauser@sussexcountype.gov



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 Matt Lloyd
The Honorable Steve C. McCarron
The Honorable Jane Gruenebaum

FROM: Paul B. Mauser, P.E., Assistant County Engineer

RE: Bethany Forest Septic Elimination, Project S26-16
A. Approval of George, Miles & Buhr, LLC – Amendment No. 5

DATE: September 22, 2026

Project Background Information: In October of 2019, the Sussex County Engineering Department distributed polling letters to the Bethany Forest community on the interest of central sewer. The polling letters were distributed per community request but the results of the polling letters indicated insufficient interest to proceed with the project.

At a later date, the Bethany Forest HOA revisited the idea of central sewer and there was more interest from the community with the polling results showing (60) in favor, (12) opposed, and (21) not responding, resulting in 63% of the 95 total recorded lots being in favor of the project.

On August 23, 2022, The Engineering Department presented these results to County Council with a request to prepare and post notices for a Public Hearing to expand the Sussex County Unified Sanitary Sewer District (SCUSSD) to include the Bethany Forest community and County Council approved that motion.

A Public Hearing was held on October 21, 2022 at the Millville Town Hall (36404 Club House Road, Millville, DE 19967). The Public Hearing included a presentation with the Proposed Annexation Boundary, Project Background/Information, General User Rate Information, Estimated Rates, and more. During the Public Hearing, the Department asked those in attendance if the County should proceed with the annexation and the majority of those in attendance were in favor.

On December 6, 2022, County Council approved the recommendation of the Engineering Department to expand the Sussex County Unified Sanitary Sewer District (SCUSSD) to include the Bethany Forest subdivision, via Resolution No. R 012 22.



Proposed Septic Elimination Project: The connection of the Bethany Forest community to the County's sewer system will eliminate approximately 3,500 pounds of Total Nitrogen (TN) per year from the Indian River Bay. The County proposes to install a gravity collection system to serve the existing 91 improved lots. The gravity collection system will flow to a new pump station to be constructed as part of this project. The pump station will then convey the wastewater flow to existing County sewer infrastructure on Whites Neck Road near the existing Bay Forest subdivision. From this connection point, the wastewater will flow to existing County Pump Station #303 which ultimately directs the flow to the South Coastal Regional Wastewater Facility (SCRWF) for treatment and disposal.

The estimated project cost is \$7,197,174.00. The County will provide each Property Owner with a sewer connection at the property line. The Property Owner will be responsible for engaging the services of a licensed plumber to install the piping from the County owned lateral cleanout to the house, as well as pumping out and filling the existing septic tank.

Delaware Water Pollution Control Revolving Loan Fund (WPCRF): Sussex County Engineering Department Staff completed the Preliminary Engineering Report (PER) and the Environmental Information Documents (EID) in March 2026. The PER and EID are required for submittal of the funding application to Delaware State Revolving Fund (SRF).

On June 25, 2026, the County received a Binding Commitment Letter (BCL) from DNREC Environmental Finance for the Bethany Forest Septic Elimination project. The County acknowledged and accepted the DNREC BCL the same day, June 25, 2026. The BCL identifies a loan amount of \$7,197,174.00 for a term of thirty (30) years. Upon completion of the project, up to \$5,000,000.00 of principal balance will be forgiven and the remaining balance will be amortized over 30 years at 2% interest and will require semi-annual principal and interest payments.

On August 11, 2026, the Engineering Department recommended introduction of the associated debt ordinance, authorizing the issuance of up to \$7,197,174.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Bethany Forest Septic Elimination Project.

Public Hearing, Ordinance, & Loan Closing: A Public Hearing was held for this project at the September 1, 2026 Council Meeting and based on the favorable outcome of the Public Hearing, the Engineering Department recommended approval of up to \$7,197,174.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Bethany Forest Septic Elimination Project. County Council adopted Ordinance No. 4083 on September 1, 2026 and authorized the issuance of up to \$7,197,174.00 of General Obligation Bonds of Sussex County in connection with the Bethany Forest Septic Elimination Project and authorized all necessary actions in connection therewith, as detailed in the Ordinance.

GMB – Amendment No. 5: The Bethany Forest Septic Elimination project is ready to proceed to the Design Phase and Sussex County Engineering staff has contacted a consulting firm (GMB) from the list of firms selected under the 5-Year Professional Service Contracts.

The Engineering Department's Procurement process for the 5-year Professional Service Contracts began in March 2024 with the issuance of RFP 24-17, Miscellaneous Engineering Services. An explanation of the selection process and a Selection Committee recommendation were presented to Council at the May 14, 2024 Council Session. Council approved a motion selecting four (4) consulting firms to provide professional services: Davis, Bowen & Friedel (DBF); George Miles and Buhr (GMB); Johnson, Mirmiran & Thompson, Inc. (JMT); and Arcadis U.S., Inc. Additionally, the motion authorized the Engineering Department to negotiate Base Professional Service Agreements for a 5-year period of July 1, 2024, through June 30, 2029. Project-based Contract Amendments under the Base Agreements or individual project-specific agreements, if required by a funding source, are to be brought to Council for authorization.

The Engineering Department coordinates with the consulting engineering firms to discuss various capital projects, including staffing, schedules and expertise to efficiently utilize the professional services available. In this situation, GMB was asked to develop and submit a Scope of Work & Fee for Pump Station, Gravity Sewer, and Force Main Design, Subsurface Utility Investigation, Geotechnical Investigation, Permitting, and Bid Phase Services. As requested, GMB provided a Base Owner-Engineer Professional Services agreement for the noted Professional Services, with a total cost of \$395,000.00.

Sussex County Engineering Recommendation for County Council: The Engineering Department has reviewed the Agreement, Scope of Work, and Fee and recommends authorization of Amendment No.5 with GMB at the not-to-exceed value of \$395,000.00.

This is **EXHIBIT K**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07/01/24.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5**

The Effective Date of this Amendment is: September 22, 2026

Background Data

Effective Date of Owner-Engineer Agreement: 07/01/24

Owner: Sussex County

Engineer: George, Miles & Buhr

Project: Bethany Forest Design

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☐ ~~Modifications to services of Engineer~~
- ☐ ~~Modifications to responsibilities of Owner~~
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ ~~Modifications to other terms and conditions of the Agreement~~

Description of Modifications:

This Amendment includes modifications to Exhibit A – Engineer’s Services and selection and use of Exhibit C, Compensation Packet AS-1.

Agreement Summary:

Original Agreement Amount:	\$ <u>0</u>
Net Change for prior amendments:	\$ <u>1,302,850.00</u>
This amendment amount:	\$ <u>395,000.00</u>
Adjusted Agreement amount:	\$ <u>1,697,850.00</u>

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

George, Miles, & Buhr, LLC

By: James C Hoageson, P.E.
Print
name: James C. Hoageson, P.E.

Title: Sr Vice President

Date Signed: September 17, 2026

206 West Main Street
Salisbury, MD 21801

410.742.3115

salisbury@gmbnet.com

gmbnet.com

ARCHITECTS
■■■
ENGINEERS

CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
JASON M. LYTLE, P.E.
ROLAND E. HOLLAND, P.E.
MORGAN H. HELFRICH, AIA
CHRIS B. DERBYSHIRE, P.E.
KATHERINE J. MCALLISTER, P.E.
ANDREW J. LYONS, JR., P.E.
W. MARK GARDOCKY, P.E.
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

JOHN E. BURNSWORTH, P.E.
AUTUMN J. BURNS
BRENT R. JETT, P.E.
BRADLEY J. HOGAN, P.E.
DEANE L. TOWNSEND, AIA

August 17, 2026

Sussex County Engineering Department
2 The Circle
PO Box 589
Georgetown, DE 19947

Attn: Mr. Paul B. Mauser, P.E.
Assistant County Engineer

Re: Proposal for Civil Engineering Professional Services
Bethany Forest Septic Elimination

Dear Paul:

George, Miles & Buhr, LLC (GMB) is pleased to submit this proposal to provide professional engineering services for the design of sanitary sewer improvements for the Bethany Forest community located in Dagsboro, Delaware. This proposal is based upon the recommendations contained in the Preliminary Engineering Report prepared by Sussex County Engineering Department and the County's preferred alternative of providing a gravity collection system, community pump station, and force main connection to the existing Sussex County wastewater system.

Our proposal is more particularly described as follows.

PROJECT LOCATION

Bethany Forest is a residential community located off Whites Neck Road in Dagsboro, Delaware. Access to the community is provided by Bethany Forest Drive. The development consists of approximately ninety-five (95) recorded lots, including improved residential parcels, community amenity parcels, and limited undeveloped parcels. All internal roadways within Bethany Forest are privately owned and maintained by the Homeowners Association and are not State-maintained roadways.

PROJECT DESCRIPTION

The Bethany Forest Septic Elimination Project will provide central sanitary sewer service to the community through the installation of a gravity sanitary sewer collection system, a new wastewater pump station, and a force main transmission line connecting to the existing Sussex County sewer infrastructure in the vicinity of Whites Neck Road.

The design shall be prepared in accordance with Sussex County Engineering Department design standards, standard details, and applicable DNREC requirements.

SCOPE OF SERVICES

Design Phase Services

Task 1 - Project Initiation and Data Collection

- Conduct a project kickoff meeting with Sussex County Engineering Department.
- Review available mapping, the Preliminary Engineering Report, available GIS information, utility information, record drawings, and relevant County planning documents.
- Coordinate with Delmarva 811 for utility markings within the project area.
- Establish horizontal and vertical survey control and perform topographic and utility surveys necessary to support design.
- Prepare base mapping depicting the existing roadway geometry, utilities, drainage features, rights-of-way, structures, and other pertinent site features.
- Retrieve and review available septic permit information to approximate existing septic system locations to assist with lateral placement.

Task 2 - Pump Station Site Evaluation and Design

- In conjunction with SCED, identify and evaluate up to three (3) potential pump station locations.
- Review available property ownership information, site access, hydraulic conditions, constructability, permitting considerations, wet well depth, utility availability, emergency access, and long-term operation and maintenance needs.
- Develop pump station design criteria, including design flows, wet well sizing, pump selection, emergency power requirements, odor control considerations, site grading, fencing, access driveway, and operational requirements.
- Prepare pump station site plans, details, technical specifications, and construction cost estimates.
- Coordinate with an electrical engineering subconsultant for pump station electrical service, power distribution, controls, generator, instrumentation, and associated details and specifications.

Task 3 - Gravity Sewer Collection System Design

- Develop the gravity sanitary sewer collection system layout within the private community roads.
- Prepare sewer plans and profiles, including pipe sizes, slopes, invert elevations, manhole locations, service lateral locations, and required appurtenances.
- Design the collection system to meet Sussex County standards, including applicable County standard details and design criteria.
- Develop roadway restoration limits and details for the private community roads, including mill and overlay restoration following sewer construction.

Task 4 - Force Main Transmission Line Design

- Develop the force main alignment from the proposed pump station to the existing Sussex County sewer infrastructure near Whites Neck Road.
- Prepare force main plans and profiles, including pipe size, material, valves, air release/vacuum valves, fittings, restrained joint requirements, and connection details.

ARCHITECTS
■ ■ ■
ENGINEERS

Task 5 - Subsurface Investigation, Utility Location, and Specialty Design Services

- Employ and coordinate with a private subsurface utility locating subconsultant, such as Trinity Subsurface, LLC., to perform a detailed subsurface evaluation to locate and document underground utilities through practices such as ground penetrating radar, vacuum excavation, etc.
- Employ and coordinate a geotechnical services subconsultant to conduct a subsurface geotechnical investigation to include approximately ten (10) borings averaging 16 feet deep along the proposed utility route and one (1) 50-foot-deep boring at the proposed pump station site. The work would include a geotechnical report with boring logs and construction recommendations.

Task 6 - DelDOT Coordination

- Conduct an initial coordination meeting with DelDOT Utility Section to review the proposed force main route, anticipated construction methods, and permitting requirements.
- Coordinate with DelDOT Materials & Research and District personnel, as applicable, regarding pavement coring, pavement section information, and final restoration requirements.
- Prepare conceptual Maintenance of Traffic (MOT) plans addressing lane closures, shoulder closures, flagging operations, temporary traffic control devices, resident access, emergency vehicle access, and pedestrian accommodations where applicable.
- Assist Sussex County with DelDOT permit application submissions and responses to DelDOT review comments.
- Participate in up to three (3) coordination meetings with DelDOT during design development.

Task 7 - Design Submittals

- 30% Design - Preliminary gravity sewer layout, force main alignment, pump station site evaluation.
- 60% Design - Updated plans and profiles, pump station site plan and details, draft specifications, conceptual MOT plans, and preliminary cost estimate.
- 90% Design - Permit-level plans, technical specifications, erosion and sediment control plans, pump station electrical and controls design, and updated cost estimate.
- 100% Final Documents - Final construction drawings, front-end documents, technical specifications, bid forms, final cost estimate, and documents suitable for bidding.

Bidding Phase Services

- Assist Sussex County with advertisement and distribution of bidding documents.
- Attend the pre-bid meeting and prepare meeting minutes.
- Respond to bidder questions and prepare addenda as necessary.
- Review bids received and prepare a bid tabulation.
- Provide Sussex County with a recommendation of award letter.

ARCHITECTS
 ■ ■ ■
 ENGINEERS

Construction Phase Services

Construction administration and resident project representation services are not included. These services may be provided under a separate proposal upon request.

EXCLUSIONS, ASSUMPTIONS, AND CONSIDERATIONS

- Design is based on the gravity sewer and pump station alternative identified in the Preliminary Engineering Report.
- Evaluation is limited to a maximum of three (3) pump station sites.
- Internal Bethany Forest roads are privately owned and maintained by the Homeowners Association and are not DelDOT-maintained roads.
- Pavement restoration within Bethany Forest will consist of mill and overlay.
- Force main improvements outside the development are assumed to be located within DelDOT right-of-way and will require DelDOT coordination and permitting.
- One property easement or fee simple for the pump station is included.
- Wetland delineation, cultural resources studies, threatened and endangered species studies, and environmental assessments are excluded.
- Utility relocation design is excluded.
- Permitting and application fees are excluded.
- Bid advertisement fees are excluded.
- Agency review durations are outside GMB's control.
- Excludes value engineering or substantial modification of the 30% approved submittal.
- Any services not specifically identified herein are excluded.

FEE SUMMARY

We propose to provide the above-described services in accordance with EJCDC Exhibit C - Compensation Packet BC-2: Basic Services - Standard Hourly Rates per the following breakdown of fees.

Design and Bidding Phase Services

Sewer, Force Main, Pump Station Design:

- | | |
|--------------------------|--------------|
| • Design | \$327,000.00 |
| • Geotechnical | \$ 18,000.00 |
| • Electrical | \$ 22,000.00 |
| • Private Utility Locate | \$ 18,000.00 |

Design Subtotal: \$385,000.00

Bidding Subtotal: \$ 10,000.00

TOTAL Design & Bidding: \$ 395,000.00

This proposal is valid for a period of sixty (60) days at which time GMB reserves the right to modify the fee and/or schedule.

SCHEDULE

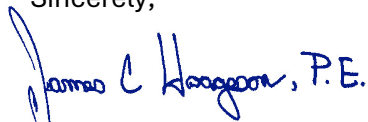
We propose to begin the Preliminary Design for this project immediately upon receipt of this signed proposal. We estimate seven (7) to eight (8) months to complete 90% documents and submit to SCED and the various permitting and review agencies. Once the plans are submitted to the various permitting and approval agencies, we are no longer in control of the schedule. We will maintain communication with the agencies to facilitate the review process.

If this proposal meets with your approval, please execute in the space provided below and return one (1) copy to our office as acceptance and notification to proceed. If you have any questions, please do not hesitate to contact me.

We appreciate the opportunity to assist Sussex County Engineering Department with this important septic elimination initiative and look forward to continuing our partnership on this project.

ARCHITECTS
■■■
ENGINEERS

Sincerely,



James C. Hoageson, P.E.
Sr. Vice President / Director of Operations

JCH/slh

Enclosure: Exhibit A

APPROVED BY SUSSEX COUNTY ENGINEERING:

By: _____

Printed Name: _____

Date: _____

Title: _____

Phone Number: _____

Email Address: _____

EXHIBIT A - WORK PROGRAM MANHOUR ESTIMATES, STANDARD HOURLY RATES & REIMBURSABLES

PART 1 - GENERAL

1. Grantee Sussex County, Delaware		2. Grant Number	
3. Name of Consultant George, Miles & Buhr, LLC		4. Date of Proposal 17-Aug-26	
5. Address of Consultant 206 West Main St Salisbury, MD 21801-4907		6. TYPE OF SERVICE TO BE FURNISHED Engineering Design & Bidding -Bethany Forest Septic Elimination	

PART II - COST SUMMARY

7. DIRECT LABOR	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Director	300	\$ 250.00	\$ 75,000.00	
Project Engineer	60	\$ 155.00	\$ 9,300.00	
Project Engineer	840	\$ 150.00	\$ 126,000.00	
Graduate Engineer	183	\$ 120.00	\$ 21,960.00	
Sr Designer	280	\$ 150.00	\$ 42,000.00	
Surveyor	24	\$ 200.00	\$ 4,800.00	
One Man Crew	40	\$ 185.00	\$ 7,400.00	
Two Man Crew	120	\$ 250.00	\$ 30,000.00	
Project Coordinator	80	\$ 140.00	\$ 11,200.00	
DIRECT LABOR TOTAL:	1,927			\$ 327,660.00
8. INDIRECT COSTS	RATE	x BASE =	ESTIMATED COST	
Overhead and Fringe	-	\$ 327,660.00	\$ -	
INDIRECT COSTS TOTAL:				\$ -
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION	mileage	2,800.00 mi @ \$0.78/mi	\$ 2,184.00	
(2) PER DIEM	meals			
TRAVEL SUBTOTAL:			\$ 2,184.00	
b. EQUIPMENT, MATERIALS, SUPPLIES			ESTIMATED COST	
	QTY.	COST		
plots/prints	1,010	\$ 3.00	\$ 3,030.00	
copies b/w	5,000	\$ 0.20	\$ 1,000.00	
copies color	102	\$ 0.50	\$ 51.00	
postage	1	\$ 75.00	\$ 75.00	
permitting fees	-	\$ -	\$ -	
survey equipment	20	\$ 150.00	\$ 3,000.00	
EQUIPMENT SUBTOTAL:			\$ 7,156.00	
c. SUBCONTRACTS				
Electrcial			\$ 22,000.00	
Geotechnical			\$ 18,000.00	
Private Ultility Locator			\$ 18,000.00	
SUBCONTRACTS SUBTOTAL:			\$ 58,000.00	
OTHER DIRECT COSTS TOTAL:				\$ 67,340.00
10. ESTIMATED COST				\$ 395,000.00
11. FEE Included in Standard Hourly Rate				\$ -
12. TOTAL ESTIMATED STANDARD HOURLY RATE FEE				\$ 395,000.00

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & BUSINESS PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
RECORDS MANAGEMENT (302) 855-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7773



Sussex County

DELAWARE
sussexcountyde.gov

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER
ROBERT L. BRYANT, A.A.E.
AIRPORT MANAGER

MEMORANDUM

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

FROM: Robert L. Bryant, A.A.E., Airport Manager

DATE: September 22, 2026

REFERENCE: APPROVAL OF SUBSTANTIAL COMPLETION "RETROACTIVE" TO OCTOBER 3, 2025, TAXIWAY BRAVO (B) – BID PACKAGE 1, PROJECT A24-15

The Engineering Department, on behalf of the Delaware Coastal Airport, is seeking approval from Sussex County Council acknowledging *Substantial Completion*, "retroactive" to October 3, 2025, for Taxiway Bravo (B) – Bid Package 1, Sussex County Project A24-15. This date is when the taxiway was considered functionally complete and open for use by taxiing aircraft.

While *Substantial Completion* is not a formal milestone recognized by the Federal Aviation Administration as a component of the FAA Grant Closeout Package, establishment and approval of this milestone is needed by Sussex County to authorize any remaining payments due to a Contractor. FAA's required milestone is "Certificate of Final Acceptance" which was signed by Sussex County project representatives on March 4, 2026, when the project was deemed to be fully complete and all final inspections completed and punch list items addressed.

As an aside, Taxiway Bravo (B) – Bid Package 1, Closeout Package was sent to FAA on June 18, 2026. The completed project did include two (2) Change Orders (approved by Sussex County Council). FAA is still in the process of reviewing the documents included in the Closeout Package and once approved, FAA will release the remaining balance of funds held in FAA AIP Grant 3-10-0007-041-2024 so Sussex County can process the final project payment to the Contractor.



Morgan C. Stokes

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Wednesday, August 26, 2026 3:21 PM
To: Morgan C. Stokes
Subject: Form submission from: Council Grant Form

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.

Council Grant Form

Legal Name of Agency/Organization ~~Encore Creativity for Older Adults~~
Encore Creativity Corporation Encore Creativity for Older Adults

Project Name Creative Aging through Song

Federal Tax ID 30-0420278

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)

No

Organization's Mission

Encore Creativity for Older Adults seeks to provide an excellent, accessible artistic environment for older adults (55+), regardless of experience or ability, who are seeking arts performance and education opportunities, guided by professional artists.

The MISSION statement of Encore is: To create meaningful arts experiences supporting lifelong learning, wellness, and fun for all older adults.

We ENVISION a world where older adults everywhere have a place in the arts.

We VALUE:

- Celebrating the older adult voice.
- Creating an accessible and inclusive arts community.
- Improving health and wellness.
- Inspiring a passion for quality lifelong learning.
- Cultivating opportunities for social connection and friendship.

Address 6955 Willow Street NW

Address 2 #223

City Washington

State District of Columbia

Zip Code 20012

Contact Person Barbara Wetzler

Contact Title Grants Manager

Contact Phone Number 407-341-0065

Contact Email Address barbara@encorecreativity.org

Total Funding Request 4,000.00

Has your organization received other grant funds from Sussex County Government in the last year? No

If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	16
Program Category (choose all that apply)	Cultural Health and Human Services
Primary Beneficiary Category	Elderly Persons (62 +)
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	75
Scope	Creative aging is the concept behind Encore Creativity for Older Adults: that staying creatively active as we age can have immense social, physical, and mental benefits. 75% of the population in Lewes, DE is 55+; 44% in Sussex County. Ageism can be effectively challenged through the arts, promoting positive perceptions of aging. Projects like Encore's utilize creative expression to confront age-related biases and foster community engagement among older

adults.

Research indicates the degree to which older adults are connected to others is an important determinant of their wellbeing. One antidote to isolation is to engage older adults in the arts because the arts ignite the passion to create.

Singing is an inherently social activity, especially chorales and choirs. With loneliness ranking as one of the highest health risks among older adults, forming connections is crucial. Older adult singers have consistently reported that singing involves them with their community in a considerably positive way, reducing levels of social isolation.

Isolation, physical inactivity, and creative inertia are some of the leading causes of poor physical and mental well-being for older adults. Encore seeks to change this...to benefit the health of older adults everywhere - one song at a time.

At this time, Encore offers choral singing at one location, i.e., at the Lewes Public Library. Each chorale is 15 weeks in length, 1.5 hours@, followed by a free community concert at the semester's end. Programming in Lewes is offered in Fall and Spring semesters. Our hope is to offer programming at a second location in Sussex County in 2027.

Each chorale is led by a professional conductor; the conductor for Lewes is Louise Foster. Volunteer Chorale Coordinators support each semester's program. Local residents Len-Hedges-Goettl and Pamela Malsch fill this role for the Lewes chorale.

There is a tuition fee for participating in each chorale, but scholarships are readily available to support those who wish to participate but who have financial need. In addition, Encore offers a wide variety of FREE virtual arts and health related courses and workshops.... bringing the arts directly into the homes of seniors.

Tuition fees cover only 70% of the total cost of each

	program's operational expenses. The other costs are supported by donations and grants. This funding request is requested to assist with the other 30% of operational costs.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	25,000.00
Description	Staff Personnel
Amount	7,500.00
Description	Contract conductors and accompanists
Amount	7,500.00
Description	Music materials
Amount	3,500.00
Description	Venue rentals
Amount	4,500.00
Description	Equipment rentals
Amount	750.00
Description	Marketing costs
Amount	1,500.00
Description	Operations: insurance, bank fees, utilities, mileage,shipping, etc.

Amount	3,500.00
Description	Unexpected
Amount	250.00
TOTAL EXPENDITURES	29,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-4,000.00
Name of Organization	Encore Creativity for Older Adults
Applicant/Authorized Official	Barbara Wetzler
Date	08/26/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes
I understand that, if awarded grant funding, I will be required to provide receipts and/or supporting documentation showing how the funds were spent. Failure to provide the required	Yes

**documentation may
result in ineligibility
for future grant
funding from Sussex
County.**

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

Morgan C. Stokes

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Thursday, September 3, 2026 3:13 PM
To: Morgan C. Stokes
Subject: Form submission from: Council Grant Form

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.

Council Grant Form

Legal Name of Agency/Organization	Greater Millsboro Chamber of Commerce Inc.
Project Name	Greater Millsboro Area Visitor's Guide
Federal Tax ID	51-0270976
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	Improve member business success through networking, promotion, advocacy, education and through collaboration with local towns.
Address	28448 Dupont Blvd.
Address 2	PO Box 187
City	Millsboro
State	DE

Zip Code	19966
Contact Person	Nadine Timpanaro
Contact Title	Executive Director
Contact Phone Number	302-934-6777
Contact Email Address	info@millsborochamber.com
Total Funding Request	3,000
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	15
Program Category (choose all that apply)	Cultural Educational Health and Human Services Other

Program Category Other	Tourism, Economic Development
Primary Beneficiary Category	Other
Beneficiary Category Other	Economic Development, Tourism, Area Homeowners, Local Businesses
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	2500
Scope	The Greater Millsboro Chamber of Commerce is requesting \$3,000 in grant funding from Sussex County Council to assist with the development and publication of a new Greater Millsboro Area Visitor's Guide. The Visitor's Guide will serve as an important resource for visitors, new residents, current residents, and businesses throughout the Millsboro, Long Neck, Dagsboro, and surrounding Sussex County communities. While the Chamber currently represents approximately 200 member businesses and organizations, the impact of this project will extend to thousands of individuals who live in, visit, relocate to, or do business within the area. The guide will showcase local businesses, attractions, restaurants, services, recreational opportunities, community resources, and other important information that helps people discover and navigate the area. By connecting residents and visitors with local businesses and services, the guide will help encourage spending within Sussex County, strengthen the local business community, support tourism, and contribute to the continued economic development of the region.

This project is particularly valuable as Sussex County continues to experience growth and welcome new residents. Individuals moving into the area frequently need assistance locating everything from healthcare providers and home services to restaurants, retail businesses, recreational opportunities, and community organizations. The Visitor's Guide will provide an accessible, centralized resource to help them become connected to the community while directing business to local establishments.

The guide will be produced every other year, allowing the Chamber to provide current and relevant information while making the publication financially sustainable. However, printing, design, production, and distribution costs have continued to increase. Funding from Sussex County Council would significantly offset these rising expenses and allow the Chamber to produce a high-quality publication with broad community benefit.

In addition to the printed guide, the publication will be available digitally through the Chamber's website, greatly extending its reach beyond Sussex County. The online version will include mapping capabilities, making it easier for visitors, prospective residents, and others researching the area to locate participating businesses, attractions, services, and community resources.

Ultimately, this Visitor's Guide will be much more than a tourism publication. It will be a tool for economic development, business promotion, community connection, and destination marketing—helping local businesses flourish while encouraging more people to discover, visit, live, and invest in Sussex County.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

6,000.00

Description	Personnel
Amount	8,000.00
Description	Design, Printing, Production (includes paper)
Amount	20,000.00
Description	Distribution
Amount	1,000.00
Description	Advertising/Promotion
Amount	1,000.00
TOTAL EXPENDITURES	30,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-24,000.00
Name of Organization	Greater Millsboro Chamber of Commerce
Applicant/Authorized Official	Nadine Timpanaro
Date	09/03/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes

I understand that, if awarded grant funding, I will be required to provide receipts and/or supporting documentation showing how the funds were spent. Failure to provide the required documentation may result in ineligibility for future grant funding from Sussex County.

Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

Morgan C. Stokes

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Thursday, September 10, 2026 2:39 PM
To: Morgan C. Stokes
Subject: Form submission from: Council Grant Form

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.

Council Grant Form

Legal Name of Agency/Organization Chamber of Commerce for Greater Milford [Inc.](#)

Project Name Riverwalk Freedom Festival

Federal Tax ID 51-0319055

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission The Chamber of Commerce for Greater Milford is dedicated to strengthening and growing our regional business community by supporting local businesses and organizations through meaningful connections, strategic marketing, resources, advocacy, and opportunities for growth. We promote Greater Milford and its surrounding communities as a vibrant destination to visit, explore, dine, shop, stay, and experience, while connecting businesses, residents, visitors, and community partners to foster economic development, tourism, and a thriving community.

Address 203 NE Front St.

Address 2	STE 103
City	Milford
State	Delaware
Zip Code	19963
Contact Person	Jasmine Castaneda
Contact Title	Executive Director
Contact Phone Number	302-422-3344
Contact Email Address	jasmine@milfordchamber.com
Total Funding Request	1,500
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding	2.8

does the Council grant represent?	
Program Category (choose all that apply)	Cultural Other
Program Category Other	Community Festival
Primary Beneficiary Category	Other
Beneficiary Category Other	Milford and surrounding area residents
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	10000
Scope	The 26th Annual Riverwalk Freedom Festival is a free, community-wide celebration designed to bring residents, families, local businesses, community organizations, and visitors together for a full day of entertainment, recreation, and meaningful community engagement in Downtown Milford. Held along the Mispillion Riverwalk and throughout Downtown Milford, the festival takes place from 9:00 AM to 10:00 PM and features more than 120 local vendors, food trucks, a car show, live music, brew garden, a patriotic pet parade, children's activities and games, the annual Duck Dash on the Mispillion River, cash prizes, and a variety of family-friendly experiences. At its core, the Riverwalk Freedom Festival is focused on creating an accessible and inclusive community experience.

Admission to the festival and live entertainment are provided at no cost, while children's activities are offered at affordable prices. This approach helps ensure that families and individuals of varying income levels can participate and enjoy a full day of community activities without the financial barriers often associated with large-scale events.

The festival also contributes to the economic vitality and tourism of Downtown Milford and the surrounding region. By attracting residents and visitors to the downtown and riverfront, the event encourages attendees to explore local restaurants, retailers, attractions, and other businesses. More than 120 vendors and participating organizations are provided with an opportunity to promote their businesses and services, engage directly with the public, and build valuable community connections. The festival serves as a platform for small businesses, nonprofits, civic organizations, and community partners to increase their visibility and connect with new audiences.

Community involvement is central to the success of the Riverwalk Freedom Festival. More than 120 volunteers contribute their time and energy to support event operations, demonstrating the strong spirit of collaboration that exists among residents, businesses, organizations, and community leaders throughout the Greater Milford region. Volunteer participation helps make it possible to provide a diverse range of activities while creating a welcoming, safe, and organized experience for attendees.

The festival also promotes community pride, connection, and belonging by creating a shared experience for people of all ages and backgrounds. Through free and low-cost programming, local business participation, volunteerism, tourism promotion, and opportunities for residents and visitors to connect, the Riverwalk Freedom Festival strengthens relationships within the community and highlights the people, businesses, and organizations that make Greater Milford a vibrant place to live, work, visit, and experience.

As the festival enters its 26th year, the Riverwalk Freedom

	Festival continues to serve as a signature community event that brings people together, supports local economic activity, promotes Downtown Milford and the Mispillion Riverfront, and creates an inclusive experience that benefits residents, businesses, visitors, and the broader Greater Milford community.
Religious Components	N/A
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	37,550.00
Description	Entertainment
Amount	13,800.00
Description	Fireworks
Amount	20,000.00
Description	Insurance
Amount	1,116.01
Description	Rentals & Portable Restrooms
Amount	4,718.00
Description	Volunteer T-shirts
Amount	3,600.00
Description	Kids Activities & Duck Dash & Petting Zoo

Amount	3,383.00
Description	Advertising
Amount	4,250.00
Description	Brew Garden
Amount	1,250.00
TOTAL EXPENDITURES	52,117.01
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-14,567.01
Name of Organization	Chamber of Commerce for Greater Milford
Applicant/Authorized Official	Jasmine Castaneda Nava
Date	09/10/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes
I understand that, if awarded grant funding, I will be required to provide receipts and/or supporting documentation	Yes

**showing how the
funds were spent.
Failure to provide the
required
documentation may
result in ineligibility
for future grant
funding from Sussex
County.**

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

Morgan C. Stokes

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Monday, September 14, 2026 1:31 PM
To: Morgan C. Stokes
Subject: Form submission from: Council Grant Form

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.

Council Grant Form

Legal Name of Agency/Organization People's Place [II Inc.](#)

Project Name Little Comforts, Growing Connections

Federal Tax ID 51-0113062

Non-Profit Yes

Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.) No

Organization's Mission People's Place helps people find their path to growth and independence by providing social and mental health services that promote dignity, empowerment, safety, self-esteem, and self-sufficiency.

Address 1129 Airport Road

City Milford

State DE

Zip Code 19963

Contact Person	Lisa Obermire
Contact Title	Public Relations
Contact Phone Number	302-422-8033 Ext. 198
Contact Email Address	lobermire@peoplesplace2.com
Total Funding Request	2000.00 \$750 per email
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	No
If YES, approximately what percentage of the project's funding does the Council grant represent?	N/A
Program Category (choose all that apply)	Health and Human Services
Primary Beneficiary Category	Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	198
Scope	People's Place requests \$2,000 to provide nutritious snacks and educational toys for children and families served by our Georgetown Family Visitation Center in Sussex County. The center provides safe, supervised family visits in a warm, homelike environment where children can feel comfortable and supported. Children navigating family separation may experience stress, but these resources will foster their emotional well-being and resilience. Snacks will ease hunger and offer familiar comfort, while age-appropriate books, puzzles, and learning toys will support children's development and positive parent-child interaction. These resources will help families share everyday moments - reading, playing, and enjoying a snack together in a welcoming setting.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	2,000.00
Description	Nutritious snacks including crackers, applesauce, pretzels, and fruit cups
Amount	0.00 \$1,500 per email
Description	Water and other appropriate beverages
Amount	250.00
Description	Stem and other educational toys

Amount	450.00
Description	Age-appropriate puzzles and learning games
Amount	300.00
Description	Children's books for shared reading
Amount	250.00
TOTAL EXPENDITURES	1,250.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	750.00 -\$750 per email
Name of Organization	People's Place
Applicant/Authorized Official	Lisa A. Obermire
Date	09/14/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes
I understand that, if awarded grant funding, I will be required to provide receipts and/or supporting documentation	Yes

**showing how the
funds were spent.
Failure to provide the
required
documentation may
result in ineligibility
for future grant
funding from Sussex
County.**

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

To Be Introduced: 9/22/26

Council District 5: Mr. Rieley

Tax I.D. No.: 234-16.00-25.06

911 Address: 29100 Harmons Hill Road, Millsboro

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SPECIALTY TRADE CONTRACTOR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 3.0 ACRES, MORE OR LESS

WHEREAS, on the 6th day of October 2025, a Conditional Use application, denominated Conditional Use No. 2615, was filed on behalf of Robert S. Norwood, Jr.; and

WHEREAS, on the ____ day of _____ 2026, 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. 2615 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2615 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 south side of Harmons Hill Road (S.C.R. 302), approximately 0.77 mile west of Indian Mission Road (Rt. 5), and being more particularly described in the attached legal description prepared by Hudson, Jones, Jaywork & Fisher for said parcel containing 3.0 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.

To Be Introduced: 9/22/26

**Council District: Mr. Rieley
Tax I.D. No.: 135-19.00-16.22
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTO REPAIR SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 13.5 ACRES, MORE OR LESS

WHEREAS, on the 15th day of August 2025, a Conditional Use application, denominated Conditional Use No. 2609, was filed on behalf of Walter Gonzalez Diaz and

WHEREAS, on the ____ day of _____ 2026, 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. 2609 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2609 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 Vaughn Road (S.C.R. 520), approximately 0.34 mile north of Asbury Road (S.C.R. 446), and being more particularly described in the attached legal description prepared by Brian T. Murray, Esq. said parcel containing 13.5 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.

To Be Introduced: 9/22/26

**Council District 2: Mr. McCarron
Tax I.D. No.: 231-6.00-21.00 (P/O)
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR PREPARATION, PROCESSING AND STORAGE OF MATERIALS IN RELATION TO AN EXISTING BORROW PIT TO BE LOCATED ON A 4-ACRE PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 158.75 ACRES, MORE OR LESS

WHEREAS, on the 4th day of October 2024, a Conditional Use application, denominated Conditional Use No. 2558, was filed on behalf of ML Joseph Sand & Gravel Co., Inc.; and

WHEREAS, on the ____ day of _____ 2026, 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. 2558 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2558 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 south side of Seashore Highway (Route 18), approximately 0.80-mile east of the intersection with Gravelly Branch Road (S.C.R. 527) and being more particularly described in the attached legal description prepared by Morris James, LLP said parcel containing 158.75 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.

To Be Introduced: 9/22/26

Council District 4: Mr. Hudson

Tax I.D. No.: 233-11.00-1.00 & 1.02

911 Address: 28247 & 28257 Dagsboro Road, Dagsboro

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM-DENSITY RESIDENTIAL DISTRICT FOR AUTOMOTIVE AND MECHANICAL MACHINE REPAIR AND STORAGE FOR A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.247 ACRES, MORE OR LESS

WHEREAS, on the 18th of September 2024, a Conditional Use application, denominated Conditional Use No. 2553, was filed on behalf of Keller Camarco; and

WHEREAS, on the ____ day of _____ 2026, 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. 2553 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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 V, Subsections 115-31, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2553 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 north side of Dagsboro Road (Route 20), approximately 0.10-mile east of Fire Tower Road (S.C.R. 334A), and being more particularly described in the attached legal description prepared by Brennan Title Company said parcel containing 2.247 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 Belmead Farm, LLC Expansion of the Sussex County Unified Sanitary Sewer District

PUBLIC HEARING FACT SHEET

- County council granted permission to prepare and post notice for a public hearing on July 14, 2026, for the Belmead Farm Expansion of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area).
- The Engineering Department received a request from Becker Morgan Group, Inc. on behalf of their client Belmead Farm, LLC owners/developers of parcels 334-18.00-40.01 & 40.06
- The project is southeast of Route 24 near Mulberry Knoll Road and is located in the Tier 2 Area for sewer service.
- Planning & Zoning recommended the project for approval in May of 2025 and County Council approved December of 2025.
- The project will be responsible for System Connection Charges in place at the time of connection.
- The Engineering Department posted notices on September 1, 2026, advertised weeks of the 9th & 16th and posted to the County website.
- To date we have received no correspondence either in support or opposition to this annexation.
-



PUBLIC NOTICE

EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT BELMEAD FARM, LLC PROPERTY EXPANSION – WEST REHOBOTH AREA FILE NUMBER: OM 9.04.88

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on **July 14, 2026**, to consider expanding the boundary of the West Rehoboth Area of the Sussex County Unified Sanitary Sewer District (SCUSSD) to include the Belmead Farm, LLC properties situated on the southeast side of John J. Williams Highway (Rt. 24). The property is located in the Lewes & Rehoboth Hundred, Sussex County, Delaware and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

BEGINNING at a point, said point being on the SCUSSD boundary, said point also being on the northwesterly Right-of-Way (ROW) of John J. Williams Highway (Rt. 24), said point further being on the southeasterly property line of lands N/F of Jeffrey Keith Meredith, Sr. TTEE & Mary Jane Meredith TTEE REV. TRUST, approximately 50' from the southwesternmost property corner; thence proceeding by and with said District boundary and said ROW in a northeasterly direction a distance of 1,445'± to a point, said point being on the southeastern property line of lands N/F of J.G. Townsend Jr. Co., approximately 463' from the northeasternmost property corner; thence leaving said District boundary and said ROW and proceeding in a southeasterly direction crossing John J. Williams Highway a distance of 131'± to a point, said point being on the southeasterly ROW of John J. Williams Highway, said point also being the northernmost property corner of lands N/F of Belmead Farm LLC; thence leaving said ROW and proceeding by and with said Belmead Farm LLC lands in the following three (3) directions and distances (1) southeasterly 1,128', (2) southwesterly 1,437'±, (3) northwesterly 590'± to a point, said point being other lands of Belmead Farm LLC; thence proceeding with other lands of Belmead Farm, LLC in a northwesterly direction a distance of 611'± to a point, said point being on the southeasterly ROW of John J. Williams Highway, said point also being a property corner of the other lands of Belmead Farm, LLC; thence leaving said ROW and other lands of Belmead Farm and crossing John J. Williams Highway in a northwesterly direction a distance of 96'± to a point, said point being that of the **BEGINNING**.

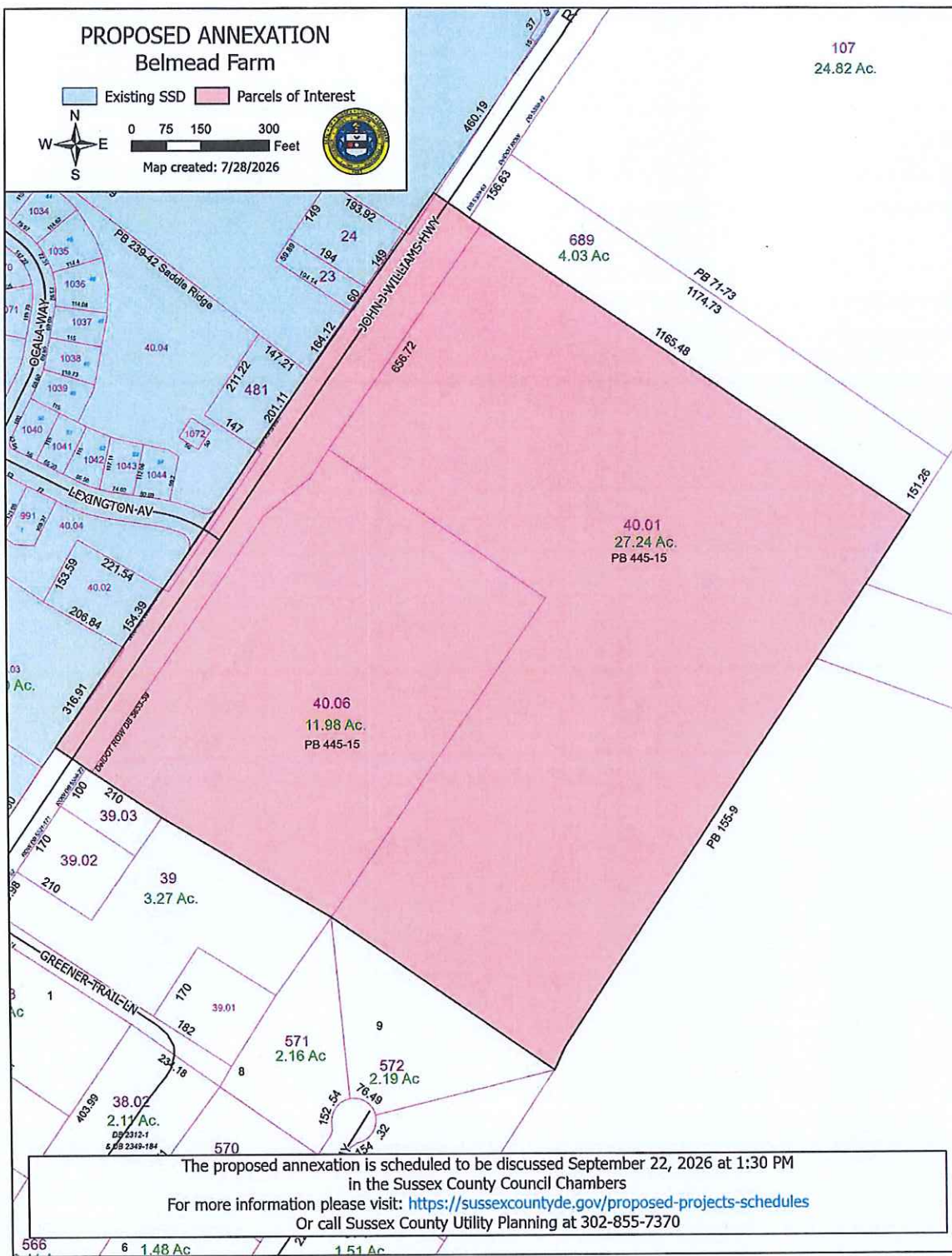
The proposed expansion of the SCUSSD is within these boundaries and said to contain 39.22 acres more or less. The boundary description has been prepared using Sussex County tax map numbers 334-18.00.

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

The public hearing will be held on this issue at **1:30 pm on Tuesday, September 22, 2026**, in the Sussex County Council Chambers, 2 The Circle, Georgetown, DE 19947. 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

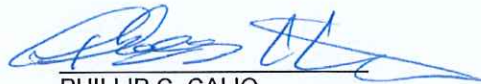


SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
BELMEADE FARM LLC ANNEXATION
AFFIDAVIT FOR PUBLIC HEARING

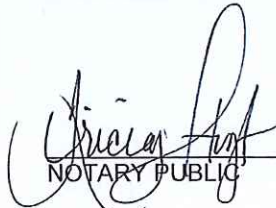
COUNTY OF SUSSEX)(:

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 September 1, 2026, he was a Planning Technician for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On September 1, 2026, he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
 - 1. On a post in front of a STOP sign at the intersection of Warrington Road and Highwood Drive, Wellesley subdivision,
 - 2. On a post in front of a STOP sign at the intersection of Warrington Road and Arbor Lyn Drive, Arbor Lyn subdivision,
 - 3. On a post in front of a STOP sign at the intersection of Mulberry Road and Dorman Farm Lane, Belle Terre subdivision,
 - 4. On a post in front of at STOP sign at the intersection of John J. Williams Hwy and Lexington Ave, Saddle Ridge subdivision,
 - 5. On a post in the southerly Right-of-Way (ROW) of John J. Williams Hwy. 875'± northeast of Lexington Ave.,
 - 6. On a post in the southerly ROW of John J. Williams Hwy., across the road from transformer 21016,
 - 7. On a post in the southerly ROW of John J. Williams Hwy., across the road from the entrance of Saddle Ridge,
 - 8. On a post in the southerly ROW of John J. Williams Hwy., across the road from transformer 21011.


PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 10th day of September
A.D., 2026


NOTARY PUBLIC

My Commission Expires December 12, 2027



RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD), TO INCLUDE BELLE MEADE, TWO PARCELS, ON THE SOUTH SIDE OF JOHN J. WILLIAMS HIGHWAY ROAD. THE PARCELS IS LOCATED IN THE LEWES & REHOBOTH 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 John J. Williams Highway, 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 C. 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 situated on the south side of John J. Williams Highway, as follows:

BEGINNING at a point, said point being on the SCUSSD boundary, said point also being on the northwesterly Right-of-Way (ROW) of John J. Williams Highway (Rt. 24), said point further being on the southeasterly property line of lands N/F of Jeffrey Keith Meredith, Sr. TTEE & Mary Jane Meredith TTEE REV. TRUST, approximately 50' from the southwesternmost property corner; thence proceeding by and with said District boundary and said ROW in a northeasterly direction a distance of 1,445'± to a point, said point being on the southeastern property line of lands N/F of J.G. Townsend Jr. Co., approximately 463' from the northeasternmost property corner; thence leaving said District boundary and said ROW and proceeding in a southeasterly direction crossing John J. Williams Highway a distance of 131'± to a point, said point being on the southeasterly ROW of John J. Williams Highway, said point also being the northernmost property corner of lands N/F of Belmead Farm LLC; thence leaving said ROW and proceeding by and with said Belmead Farm LLC lands in the following three (3) directions and distances (1) southeasterly 1,128', (2) southwesterly 1,437'±, (3) northwesterly 590'± to a point, said point being other lands of Belmead Farm LLC; thence proceeding with other lands of Belmead Farm, LLC in a northwesterly direction a distance of 611'± to a point, said point being on the southeasterly ROW of John J. Williams Highway, said point also being a property corner of the other lands of Belmead Farm, LLC; thence leaving said ROW and other lands of Belmead Farm and crossing John J. Williams Highway in a northwesterly direction a distance of 96'± to a point, said point being that of the **BEGINNING**.

NOTE: The above description has been prepared using Sussex County Tax Map 334-18.00 and Sussex County property assessment records.

A map outlining and describing the extension of the SCUSSD is attached. The area involved is a solid color as denoted in the map legend.

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.

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 Cedar Creek Station Expansion of the Sussex County Unified Sanitary Sewer District (Ellendale Area)

PUBLIC HEARING FACT SHEET

- County council granted permission to prepare and post notice for a public hearing on July 14, 2026, for the Cedar Creek Station Expansion of the Sussex County Unified Sanitary Sewer District (Ellendale Area).
- The Engineering Department received a request from A.H. Davenport, LLC on behalf of their client Apennine Development Company, LLC owners/developers of parcels 230-26.00-15.00
- The project is bordered by Route 113 on the east and Route 16 to the south.
- The parcels have been annexed into the Town of Ellendale and Sussex County provides the sanitary sewer service for the town.
- The project will be responsible for System Connection Charges in place at the time of connection.
- The Engineering Department posted notices on September 1, 2026, advertised weeks of the 9th & 16th and posted to the County website.
- To date we have received no correspondence either in support or opposition to this annexation.



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

PUBLIC NOTICE

**PROPOSED CEDAR CREEK STATION EXPANSION OF THE SUSSEX COUNTY UNIFIED
SANITARY SEWER DISTRICT (ELLENDALE AREA)
FILE NUMBER: ELS-8.03**

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on **July 14, 2026**, to consider extending the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), (Ellendale Area), to include one parcel on the west side of DuPont Boulevard (Rt. 113) and west of the Town of Ellendale, being situate in Cedar Creek 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 Sussex County Unified Sanitary Sewer District (SCUSSD) boundary, said point also being on the westerly Right-of-Way (ROW) of DuPont Boulevard (Rt. 113), said point further being on a property corner of lands Now-or-Formerly (N/F) of Six Green Lands, LLC; thence proceeding by and with said SCUSSD boundary and Six Green Lands, LLC in a westerly direction a distance of 537'± to a point, said point being the northwesterly property corner of lands N/F of Sunset Cove LLC; thence leaving said sewer district boundary and continuing by and with said Six Green Lands in a westerly, northeasterly, southwesterly and southeasterly direction respectively a total distance of 1396'± to a point, said point being on the northerly ROW of Beach Highway (Rt. 16); thence proceeding by and with said ROW and Six Green Lands, LLC property in a westerly direction a distance of 1331'± to a point, said point being on the northerly ROW of Webbs Road (SCR 43); thence leaving said Beach Highway ROW and proceeding by and with said Webbs Road ROW and continuing with said Six Green Lands, LLC property in a northwesterly direction a distance of 1460'± to a point, said point being the southeasternmost property corner of lands N/F of Kathryn K. South; thence leaving said ROW and continuing with said Six Green Lands, LLC lands in the following seven (7) directions and distances, (1) northeasterly 497'±, (2) northwesterly 200'±, (3) northeasterly 640'±, (4) northerly 982'±, (5) northwesterly 168'±, (6) northeasterly 1,773'±, (7) southeasterly 2,313'± to a point, said point being on the westerly ROW of DuPont Boulevard (Rt. 113); thence proceeding by and with said ROW and continuing with said Six Green Lands in a southerly direction a distance of 2,130'± to a point, said point being **that place of Beginning**.

NOTE: The above description has been prepared using Sussex County Tax Map 230-26.00 and Sussex County property assessment records. The annexation contains 189 acres more or less.

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

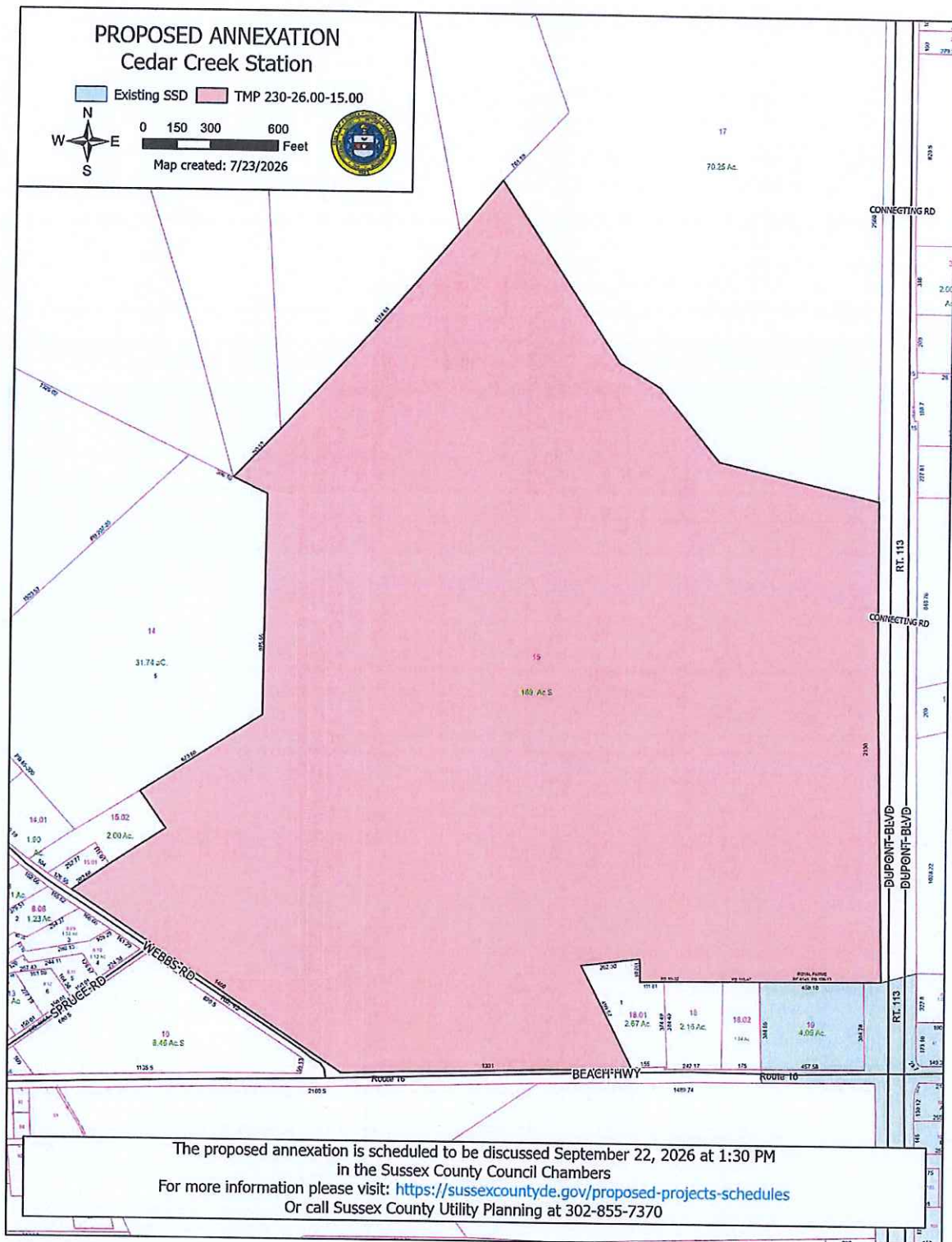
The public hearing will be held on this issue at 1:30 p.m. on **September 22, 2026**, in the **Sussex County Council Chambers, County Administrative Offices, 2 The Circle, Georgetown, Delaware**. All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any 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 (Option 1).

Mike Harmer, P.E.
County Engineer



0 150 300 600 Feet



SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
CEDAR CREEK STATION ANNEXATION
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE)(

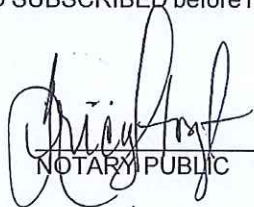
COUNTY OF SUSSEX)(

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 September 1, 2026, he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On September 1, 2026, he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
1. On a post in front of stop sign at the exit of Royal Farms in the northerly Right-of-Way (ROW) of Beach Hwy (Rt. 16),
 2. On a post in front of Stop sign at the exit of Dollar General in the southerly ROW of Beach Hwy (Rt. 16),
 3. On a post in front of Stop sign in the northerly ROW of Gladys Street at the intersection with North Old State Road (SCR 213),
 4. On a post in front of a STOP sign at the intersection of Forest Landing and North Old State Road (SCR 213),
 5. On a post in the westerly ROW of DuPont Blvd., (Rt. 113), 1,994'± north of Beach Highway (Rt. 16),
 6. On a post in the westerly ROW of DuPont Blvd., (Rt. 113), 1,565'± north of Beach Highway (Rt. 16),
 7. On a post across the road from DEC Pole 48856 in the northerly ROW of Beach Highway (Rt. 16), 2007'± west of DuPont Blvd. (Rt. 113),
 8. On a post in front of DEC Pole 48859 in the northeasterly ROW of Webbs Road (SCR 43), 930'± northwest of Beach Highway (Rt. 16).


PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 10th day of September A.D., 2026


NOTARY PUBLIC

My Commission Expires December 12, 2027



RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) ELLENDALE AREA, TO INCLUDE ONE PARCEL ON THE WEST SIDE OF DUPONT BOULEVARD LOCATED IN THE CEDAR CREEK 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 Ellendale, 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 C. 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 Cedar Creek Station area and further described as follows:

Beginning at a point, said point being on the Sussex County Unified Sanitary Sewer District (SCUSSD) boundary, said point also being on the westerly Right-of-Way (ROW) of DuPont Boulevard (Rt. 113), said point further being on a property corner of lands Now-or-Formerly (N/F) of Six Green Lands, LLC; thence proceeding by and with said SCUSSD boundary and Six Green Lands, LLC in a westerly direction a distance of 537'± to a point, said point being the northwesterly property corner of lands N/F of Sunset Cove LLC; thence leaving said sewer district boundary and continuing by and with said Six Green Lands in a westerly, northeasterly, southwesterly and southeasterly direction respectively a total distance of 1396'± to a point, said point being on the northerly ROW of Beach Highway (Rt. 16); thence proceeding by and with said ROW and Six Green Lands, LLC property in a westerly direction a distance of 1331'± to a point, said point being on the northerly ROW of Webbs Road (SCR 43); thence leaving said Beach Highway ROW and proceeding by and with said Webbs Road ROW and continuing with said Six Green Lands, LLC property in a northwesterly direction a distance of 1460'± to a point, said point being the southeasternmost property corner of lands N/F of Kathryn K. South; thence leaving said ROW and continuing with said Six Green Lands, LLC lands in the following seven (7) directions and distances, (1) northeasterly 497'±, (2) northwesterly 200'±, (3) northeasterly 640'±, (4) northerly 982'±, (5) northwesterly 168'±, (6) northeasterly 1,773'±, (7) southeasterly 2,313'± to a point, said point being on the westerly ROW of DuPont Boulevard (Rt. 113); thence proceeding by and with said ROW and continuing with said Six Green Lands in a southerly direction a distance of 2,130'± to a point, said point being **that place of Beginning.**

NOTE: The above description has been prepared using Sussex County Tax Map 230-26.00 and Sussex County property assessment records. The annexation contains 189 acres more or less.

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

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: September 17, 2026

RE: County Council Report for C/U 2536 filed on behalf of John Whitby, Jr.

The Planning and Zoning Department received an application (C/U 2536 filed on behalf of John Whitby, Jr.) for a Conditional Use for a welding business within an AR-1 Agricultural Residential Zoning District. The Tax Parcel ID is 235-21.00-180.01. The property is located at 16423 Diamond Farm Road, Milton. The parcel size is 4.56 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on August 5, 2026. On August 19, 2026, the Commission recommended approval of the application for the 6 reasons of approval and subject to the 8 recommended conditions as outlined in the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on August 5, 2026, and August 19, 2026.

Minutes of the August 5, 2026, Planning & Zoning Commission Meeting

C/U 2536 John Whitby

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WELDING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.56 ACRES, MORE OR LESS. The property is lying on the east side of Diamond Farm Road (SCR 257) and approximately 774.64 ft. north of Walker Road (SCR 260). 911 Address: 16423 Diamond Farm Road, Milton. Tax Map Parcel: 235-21.00-180.01.

Mr. Whitehouse advised that Commission that submitted into the record were the Applicant's Conceptual Site Plan, the property deed, the DelDOT Service Level Evaluation Response Letter, the



Staff Analysis Report, and a letter received from the Sussex County Engineering Department Utility Planning Division. Mr. Whitehouse advised the Commission that no written comments had been received regarding the application.

The Commission found that Mr. John Whitby, Jr. property owner, and owner of Shore Mechanical Services, spoke on behalf of his application. Mr. Whitby stated that he resided on the property; that he began his business in 2009; that three years ago he purchased and acquired the house; that he also owned two lots, Lot 4 and Lot 5, adjacent to the site; that it was a small business; that 95% of their work was performed at poultry plants; that they support the local poultry industry businesses around Mountaire Farms, Perdue and Allens; that they also performed welding for farmers irrigations; that the business consisted of himself, his three sons, his one daughter, and a couple other helpers; that most of the work was performed off-site, and was not performed within his shop onsite.

Mr. Passwaters questioned whether Mr. Whitby's children and workers reported to the shop first, or did they meet at the individual job sites.

Mr. Whitby stated that it varied day to day; that some plants they work at were located up north; that when they are required to go north, they may jump in his truck to ride up together; that if the job is located closer, they often will drive to the job site; that if the job requires a welder or welding truck, those are kept at this shop on the site; that the foreman usually comes to get the welding truck; that most of the work would be performed off site; that only the trucks and materials are stored at the site; that he had obtained Sussex County building permits for everything; that they are just required to load up materials and head to the job site, and a lot of their job was mechanical work.

Mr. Passwaters questioned whether most of the materials were stored under a roof, whether there were any dumpsters or fencing on the site.

Mr. Whitby stated that all materials are covered under a roof; that he had two, small dumpsters, from Fitzgerald Salvage & Recycling, which were located behind the metal pole shed; that they throw any materials that they had to bring back in the dumpster; that Fitzgerald's would pick the dumpster up once it got full; that there was no fencing related to the business; that he did have cows in a fenced pasture, and fencing around his pool and hot tub, and that he had no other fencing as the property was boarded by woods, which he also owned, all the way around the site.

Mr. Allen questioned the number of work vehicles and where vehicle maintenance was performed.

Mr. Whitby stated that he had two Ford Ranger trucks, and three utility body trucks; that he takes the vehicles to Rolling Wrenches automotive repair shop with whom they had a service contract with; that they service all his work and personal vehicles, which included his personal trailers, go-karts and boats; that they also offered snow plowing, and had a vehicle for snow plowing; that he had a water truck for hauling water back to his hogs and goats; that he had two, Sussex County approved, Conex boxes which he used for material storage, and that he also had a personal race shop.

Mr. Pettyjohn questioned where the welding work took place, and whether any work with feed trucks or live haul was proposed.

Mr. Whitby stated that the welding work takes place at the job site, inside the chicken plants; that they do not build anything; that they may be required to remove a plate on the job site; that a lot of their work was maintenance work; that they specialize in special machinery; that they go to the job sites with their tools and work on the machinery that keeps the plants running and processing; that they perform piping work; that was why they did store some materials, such as fittings, valves, and pumps within some of his outbuildings; that he was not proposing a full machine shop; that they have had to return to the site to get a bearing out of a point, at which time they took it in the shop and pressed the bearing out; that he had no desire to get bigger, and he wanted to remain small, but just wanted to move it further away from his home.

Madam Chair Wingate questioned the proposed hours of operation.

Mr. Whitby stated that he would request 8:30 a.m. to 4:30 p.m., Monday through Saturday; that Saturdays would be occasional; that they did not operate on a normal work week; that poultry plants close on Saturday and Sunday; that they also have worked in a bread factory up north; that they work during their clean down scheduled, requiring them to work Monday, Tuesday, Wednesday and Thursday, having off Friday, Saturday and Sunday, and it depends on each plant, and they could have employees coming and going from the site on Sundays.

Mr. Robertson stated that because snow removal maintenance was not applied for, and involved Mr. Whitby's personal truck, he did not feel it would be required to be placed within the conditions.

Madam Chair Wingate questioned whether there were any other Conditional Uses within the surrounding area.

Mr. Whitby stated that he was not exactly sure; that before he purchased the property, Mr. Glenn Reed owned the property; that he had a trucking business; that Mr. Reed stored his trucks and worked on them, however he did not believe any approval was given at that time; that he wanted his business to be legal; that he believed there were businesses, including an accountant office, toward Cave Neck Road; that it was mostly farmers, and there was a construction business down the corner.

Madam Chair Wingate questioned whether a sign was proposed for the business.

Mr. Whitby stated that he did not want a sign placed along the front of his home; that he did have a sign on the grey building to help direct Amazon to deliver to his shop and not his house, and he did not want a business sign along the site's frontage.

Mr. Robertson stated that it sounded like there would be no adverse impact on the neighbors; that the property was tucked away, with Mr. Whitby owning the properties out front; that the remainder of the property was surrounded by trees, and he questioned whether any neighbors expressed any concerns regarding the proposed use.

Mr. Whitby stated that no one had expressed any concerns; that he used to own the land that the two homes along the front are now located; that he knew the neighbors very well, and his neighbor was a car dealership owner in Lewes.

The Commission found that there was no one present who wished to speak in support of or in opposition to the application.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2536 John Whitby. Motion by Mr. Passwaters to defer action for further consideration, seconded by Mr. Allen and carried unanimously. Motion carried 4-0.

Minutes of the August 19, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application which had been deferred since August 5, 2026.

Mr. Passwaters moved that the Commission recommend approval of C/U 2536 for John Whitby for a small welding business based upon the record made at the public hearing and for the following reasons:

1. The proposed welding business is small, and it will not have an adverse impact on the neighboring properties or community. It is also small enough that it will not negatively impact traffic or nearby roadways.
2. The use began as a small business on the Applicant's property almost like a home occupation. Most of the Applicant's work is done off-site. As the business has grown, the need for a conditional use arose.
3. The location is mostly surrounded by farms and other large tracts of land.
4. The Applicant lives on the site, and the Applicant intends to keep the residential appearance of the property.
5. The Applicant operates a welding company that serves the Delmarva Poultry Industry. Most of the Applicant's work is done offsite in the poultry processing facilities and very little is done on this site. No truck, trailer or vehicle repairs occur on the site.
6. No parties appeared in opposition to this application.
7. This recommendation for approval is subject to the following conditions and stipulations:
 - A. The use shall be limited to a welding business as shown on the Applicant's site plan.
 - B. The Applicant does not want any signage other than a sign on or near the shop located on the property for deliveries to differentiate between deliveries to the Applicant's name and business.
 - C. Security lighting shall be shielded and downward screened and shall be directed away from neighboring properties and roadways.
 - D. Any dumpsters or similar containers shall be screened from view of neighbors and roadways. The locations of these containers shall be shown on the Final Site Plan.
 - E. The parking areas for the conditional use shall be shown on the Final Site Plan and

clearly marked on the site itself. Vehicles, trucks and trailers associated with the conditional use shall only be parked and worked on within these designated areas. There shall not be any parking in the front yard setback.

- F. The site shall be subject to any DelDOT entrance and roadway requirements.
- G. Any violation of these conditions may be grounds for termination of this conditional use.
- H. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Mr. Passwaters, seconded by Mr. Pettyjohn, and carried unanimously to recommend approval of C/U 2536 John Whitby for the reasons and the conditions stated in the motion. Motion carried 5-0.

Vote by roll call: Mr. Passwaters – yea, Mr. Allen – yea, Mr. Collins – yea, Mr. Pettyjohn – yea, Madam Chair Wingate - yea

PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIR
G. SCOTT COLLINS, VICE-CHAIR
JOHN PASSWATERS
JEFF ALLEN
DAVID PETTYJOHN



Sussex County

DELAWARE
sussexcountype.gov
302-855-7878
JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: August 5, 2023

Sussex County Council Hearing Date: September 22, 2026

Application: C/U 2536 John Whitby

Applicant: John Whitby Jr.
16423 Diamond Farm Road
Milton, DE 19968

Owner: John Whitby Jr.
16423 Diamond Farm Road
Milton, DE 19968

Site Location: The property is lying on the east side of Diamond Farm Road (S.C.R. 257), approximately 774.64 ft. north of Walker Road (S.C.R. 260)

Current Zoning: Agricultural Residential (AR-1) District

Proposed Use: Welding Business

Comprehensive Land Use Plan Reference: Developing Area

Councilmanic District: District 5 – Mt. Rieley

School District: Cape Henlopen School District

Fire District: Milton Fire Department

Sewer: Private (On-site septic)

Water: Private (On-site well)

Site Area: 4.56 acres +/-

Tax Map ID.: 235-21.00-180.01





Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mrs. Christin Scott, Planner III
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: July 28, 2026
RE: Staff Analysis for C/U 2536 John Whitby

The purpose of this memo is to provide background and analysis for the Planning and Zoning Commission to consider as a part of Application C/U 2536 John Whitby to be reviewed during the August 5th, 2026, Planning and Zoning 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: 235-21.00-180.01

Proposal: The request is for a Conditional Use for Tax Parcel: 235-21.00-180.01 to allow for a proposed Welding Business to be located on a property zoned Agricultural Residential (AR-1) District. The property is lying on the east side of Diamond Farm Road (S.C.R. 257), approximately 774.64 feet north of Walker Road (S.C.R. 260) in Milton, Delaware. The subject property consists of 4.56-acres +/-.

Zoning: The Parcel is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the north, south, and east of the subject property are also zoned Agricultural Residential (AR-1) District. There is a large area to the northwest of the subject property and on the opposite side of Diamond Farm Road (S.C.R. 257) that is zoned General Residential (GR) District.

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

Applicability to Comprehensive Plan: 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 north, south, and also have a Future Land Use Map designation of "Developing Area". The adjacent parcels to the west across Dupont Boulevard (Rt. 113) and extending to the south beyond the neighboring parcels have a Future Land Use Map designation of "Low Density 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 (Page 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 (Page 4-14).

Further Site Considerations:

- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** Staff note that a review of the Sussex County Online Mapping Application confirmed that the Property is within the vicinity of lands which appear to be actively farmed.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** The Parcel is not located within any established Transportation Improvement Districts (TIDs).

The DelDOT Service Level Evaluation Response (SLER) noted that the anticipated traffic impact of the proposed use would be “negligible” and generate fewer than 50 vehicle trips in any hour and fewer than 500 vehicle trips per day.

- **Forested Areas:** Staff notes that the Parcel appears to have existing forest/vegetation cover on a majority of the subject Property.
- **Wetlands Buffers/Waterways:** Staff note that there do not appear to be any wetlands encroaching the Property based on Delaware’s FirstMap data system in GIS.
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** There are no tax ditches located on the site. The Property is located within Flood Zone “X” – Areas determined to be outside the 1% annual chance flood and outside the 500-year flood zone. The Parcel is not located within any Wellhead Protection Areas. The subject Property is located within an area of “Fair” Groundwater Recharge Potential.

Existing Conditional Uses within the Vicinity of the Subject Site

Since 1970, there have been twelve (12) Conditional Use applications within a 1-mile radius of the Application site.

A Supplemental Table has been provided showing the approval status of all Conditional Use Applications within a 1-mile radius of the Application Site.

CU Number	APPLICANT	911 Address or Road Name	Proposed Use	CC Decision	Ordinance Number
111	Robert A Willey & Catherine Willey	Harbeson Rd	Oil Storage Tank Area	Approved	
162	William Lawson	Cave Neck Rd	new food equipment shop	Approved	
276	Bob Willey & Sons	Harbeson Rd	Propane Gas Storage	Approved	
685	Bob Willey & Sons	Rt 5	propane gas storage	Approved	
1083	Robert A. Willey	Harbeson Rd	expand CU 685 propane storage/sales	Approved	979
1326	Robert A. Willey	Harbeson Rd	storage of propane & fuel w/equipment maintenance	Approved	1367
1356	Willaim C. Downs	Round Pole Bridge Rd	campground	Withdrawn	
1359	Norman C. Jackson Jr.	Cave Neck Rd	auto sales facility	Approved	1403
2094	Robert Downs	15584 Walkabout Ln.	family cemetery	Approved	2522
2103	Southern Delaware Therapeutic and Recreational Horseback Riding , Inc.	17170 Harbeson Rd.	Recreation Facility, office, Caretaker house, equine-assisted therapy & stables	Approved	2532
2285	Ashley DiMichele	26182 Cave Neck Road	Tourist Home	Deferred	
2550	Milton DE Solar CSS, LLC	17204 Harbeson Road	Solar Facility	Approved	

Based on the analysis provided, the Conditional Use to allow for a proposed Welding Business in this location could be consistent with the surrounding land uses, zoning, and general environment given considerations of scale and impact.

CU 2536 John Whitby
235-21.00-180.01
Aerial Map

Diamond Farm Rd

VGIN, Vantor, Esri Community Maps Contributors, Delaware FirstMap, VGIN,
Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NAS
US Census Bureau



0 0.01 0.03 0.06 0.09 0.12
Miles

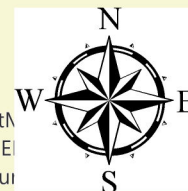
CU 2536 John Whitby
235-21.00-180.0
Street Map

aris Ln

Diamond Farm Rd

Walker Rd

Esri Community Maps Contributors, Delaware FirstMap, VGIN, © OpenStreetMap
TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, E
Bui



0 0.03 0.05 0.1 0.15 0.2
Miles

CU 2536 John Whitby
235-21.00-180.0
Zoning Map

Diamond Farm Rd

VGIN, Vantor, Esri Community Maps Contributors, Delaware FirstMap, VGIN,
Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NAS
US Census Bureau



0 0.010.03 0.06 0.09 0.12
Miles

Introduced: 7/14/26

Council District 5: Mr. Rieley

Tax I.D. No.: 235-21.00-180.01

911 Address: 16423 Diamond Farm Road, Milton

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A WELDING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.56 ACRES, MORE OR LESS

WHEREAS, on the 7TH Day of June 2024, a Conditional Use application, denominated Conditional Use No. 2536 was filed on behalf of John Whitby; and

WHEREAS, on the ____ day of _____ 2026, 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. 2536 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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 V, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2536 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 Diamond Farm Road (SCR 257) and approximately 774.64 ft. north of Walker Road (SCR 260), and being more particularly described in the attached legal description prepared by Sergovic Carmean Weidman McCartney & Owens, P.A. said parcel containing 4.56 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.



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: September 17, 2026

RE: County Council Report for C/U 2561 filed on behalf of Frank Miranda

The Planning and Zoning Department received an application (C/U 2561 filed on behalf of Frank Miranda) for a Conditional Use for a commercial dog kennel and veterinary clinic within an AR-1 Agricultural Residential Zoning District. The Tax Parcel ID is 533-18.00-12.00. The property is located at 33049 & 33053 Lighthouse Road, Selbyville. The parcel size is 2.52 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on August 5, 2026. On August 19, 2026, the Commission recommended approval of the application for the 5 reasons of approval and subject to the 5 recommended conditions as outlined in the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on August 5, 2026, and August 19, 2026.

Minutes of the August 5, 2026, Planning & Zoning Commission Meeting

C/U 2561 Frank Miranda

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR COMMERCIAL DOG KENNEL AND VETERINARY CLINIC TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.52 ACRES, MORE OR LESS. The property is lying on the north side of Lighthouse Road (Rt. 54), approximately 0.22 mile west of Dickerson Road (S.C.R. 389). 911 Address: 33049 & 33053 Lighthouse Road, Selbyville. Tax Map Parcel: 533-18.00-12.00.



Mr. Whitehouse advised that Commission that submitted into the record were the Applicant's Conceptual Site Plan, the property deed, previously issued Notice of Decisions and Board of Adjustment Notice of Decisions. Mr. Whitehouse advised the Commission that no written comments had been received regarding the application.

Mr. Whitehouse, in an effort to provide the Commission with some background on the application, stated that the application had a history dating back to 1999; that since that time the property had five Board of Adjustment approvals for similar uses; that Board of Adjustment approvals could only be issued for a temporary period, not to exceed five years, resulting in the need for the reoccurring approvals; that the site was the subject of a Conditional Use in 2015 for a similar use, which was approved by Sussex County Council, but was subsequently reapplied for by a Board of Adjustment Case (BOA Case No. 12359), which was approved in 2019; that the site received a series of Board of Adjustment approvals, followed by a permanent approval, which did not appear to have been implemented, and would have lapsed after three years, and followed by another temporary approval and the current Conditional Use request was to clean the whole thing up, to keep the Applicant from being required to return again.

The Commission found that Mr. Frank Miranda, Applicant and property owner, spoke on behalf of his application. Mr. Miranda stated that the Heavenly Hound Hotel had been in operation for over 40 years, under a Special Use Exception approval, which required renewal every five years; that the veterinary clinic had been in operation under the same Special Use Exception, but not nearly as long; that he was trying to avoid the requirement to come back every five years; that there were other businesses there, and they employ over 30 people.

Mr. Pettyjohn questioned what the proposed hours of operation would be, whether 24-hour emergency services were provided, the number of kennels for the dogs, and whether there was any anticipation of an expanding in the future.

Mr. Miranda stated that he was requesting to keep the hours of operations he currently had; that the kennel operated seven days per week, which included the weekend, and the vet clinic occasionally brings in a specialist, like a heart specialist, every three months for people who have a problem with their dogs that may need or want to see a heart specialist; that he did not offer 24-hour emergency services; that his first clients come in at 9:00 a.m. and his last client would be at 5:00 p.m.; that drop off hours for the kennel are in the early afternoon being 1:00 p.m. to 3:00 p.m.; that pick up for the kennel was between 10:00 a.m. to 12:00 p.m., seven days per week; that there were 18 runs for the dogs, and he had no intention of future expansion as he did not own the business, his significant other was the owner of the business.

Mr. Allen questioned whether the veterinary services were proposed to change or stay the same.

Mr. Miranda stated the veterinary services were proposed to remain the same, as they are very busy.

Madam Chair Wingate questioned what other businesses were in the immediate area.

Mr. Miranda stated that Sussex County owned the 70 acre parcel adjacent to site; that Williamsville Industrial Park was located within the area, along with Breasure Pest Control, a liquor store, and several restaurants.

The Commission found that there was one person present who wished to speak in support of the application, and no one was present in opposition to the application.

Ms. Joyce Keidel, resident of Frankford, spoke in support of the application, stating that the business was much needed for the area; that she personally used their facilities; that pet owners in the area have a very hard time finding veterinary clinics because they all have waiting lists; that there were very few kennels in the area, and they do a wonderful job.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/U 2561 Frank Miranda. Motion by Mr. Pettyjohn to defer action for further consideration, seconded by Mr. Passwaters, and carried unanimously. Motion carried 5-0.

Minutes of the August 19, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application which had been deferred since August 5, 2026.

Mr. Pettyjohn moved that the Commission recommend approval C/U 2561 for Frank Miranda to operate a veterinary clinic and commercial dog kennel on property that is zoned AR-1 Agricultural Residential based upon the record made during the public hearing and for the following reasons:

1. The Applicant testified that the veterinary clinic and kennel has been in operation for decades on this site. It was previously the subject of multiple Special Use Exception approvals for this use, with the most recent granted on September 9, 2019, by the Sussex County Board of Adjustment. By Code, each of those prior approvals is only valid for a period of five years. This Conditional Use application is being sought for the same existing use so that the approval will become permanent.
2. The clinic and dog kennel will continue to be located within the existing buildings on the property, including the existing 18 dog runs.
3. The use is consistent with other uses that exist on nearby properties, including an industrial park, retail stores, restaurants and other businesses. Sussex County owns a large undeveloped tract of land adjacent to the property, as well. The conditional use as a veterinary clinic and kennel is also consistent with the underlying AR-1 zoning.
4. No parties appeared in opposition to the Application and one party testified in favor of the Application, stating that there is a real need for veterinary services in this area of Sussex County and the existing clinics typically have waiting lists for new patients.

5. Given the longstanding use of the property, there is no evidence that the use will have an adverse effect on the neighboring or adjacent properties. Again, this Conditional Use just reaffirms the multiple prior Special Use Exception approvals for this use on this property.
6. Consistent with the prior Special Use Exception approvals issued by the Sussex County Board of Adjustment, this recommendation is subject to the following conditions:
 - A. The use shall be limited to a veterinary clinic and commercial dog kennel.
 - B. The dogs using the kennel shall be enclosed indoors after 6:00 pm each night, except for being taken outdoors once before bedding down for the night.
 - C. The facility may be open between the hours of 7:00 am until 9:00 pm, each day with the exception of emergencies.
 - D. One lighted sign, not to exceed 32 square feet per side, shall be permitted on the site.
 - E. In the event one is not currently on file following the prior Special Use Exception approvals, the Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion by Mr. Pettyjohn, seconded by Mr. Collins and carried unanimously to recommend approval of C/U 2561 Frank Miranda for the reasons and the conditions stated in the motion. Motion carried 5-0.

Vote by roll call: Mr. Allen – yea, Mr. Passwaters – yea, Mr. Collins – yea, Mr. Pettyjohn – yea, Madam Chair Wingate - yea

PLANNING & ZONING COMMISSION

HOLLY J. WINGATE, CHAIR
G. SCOTT COLLINS, VICE-CHAIR
JOHN PASSWATERS
JEFF ALLEN
DAVID PETTYJOHN



Sussex County

DELAWARE
sussexcountyde.gov
302-855-7878
JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: August 5, 2023

Sussex County Council Hearing Date: September 22, 2026

Application: C/U 2561 Frank Miranda

Applicant: Frank Miranda
30530 Quillen Point Road
Ocean View, DE 19970

Owner: Frank Miranda
30530 Quillen Point Road
Ocean View, DE 19970

Site Location: The property is lying on the north side of Lighthouse Road (Rt. 54), approximately 0.22 mile west of Dickerson Road (S.C.R. 389)

Current Zoning: Agricultural Residential (AR-1) District

Proposed Use: Commercial Dog Kennel & Veterinary Clinic

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: District 4 – Mr. Hudson

School District: Indian River School District

Fire District: Roxana Fire Department

Sewer: Private (On-site septic)

Water: Tidewater Utilities

Site Area: 2.52 acres +/-

Tax Map ID.: 533-18.00-12.00





Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mrs. Christin Scott, Planner III
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: July 28, 2026
RE: Staff Analysis for C/U 2561 Frank Miranda

The purpose of this memo is to provide background and analysis for the Planning and Zoning Commission to consider as a part of Application C/U 2561 Frank Miranda be reviewed during the August 5th, 2026, Planning and Zoning 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: 533-18.00-12.00

Proposal: The request is for a Conditional Use for Tax Parcel: 533-18.00-12.00 to allow for a proposed Commercial Dog Kennel & Veterinary Clinic to be located on a property zoned Agricultural Residential (AR-1) District. The property is lying on the north side of Lighthouse Road (Rt. 54), approximately 0.22 mile west of Dickerson Road (S.C.R. 389) in Selbyville, Delaware. The subject property consists of 2.52-acres +/-.

Zoning: The Parcel is zoned Agricultural Residential (AR-1) District. The adjacent parcels to the north, south (across Lighthouse Road), east and west of the subject property are also zoned Agricultural Residential (AR-1) District.

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

Applicability to Comprehensive Plan: 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 subject property has land use designation of "Coastal Area." All surrounding properties to the north, south, east, and west of the subject site contain a Growth Area Future Land Use Map designation of "Coastal Area."

As outlined in the 2018 Sussex County Comprehensive Plan, Coastal Areas are "areas that can accommodate development provided that special environmental concerns are addressed" (2018 Sussex County Comprehensive Plan, 4-15.) The Plan further notes that "a range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family

units” and that “appropriate mixed-use development should all be allowed” (2018 Sussex County Comprehensive Plan, 4-15).

Additionally, the Comprehensive Plan notes that “central water and sewer facilities are strongly encouraged” within the Coastal Area, of which the Application indicates, is on central water and sewer (2018 Sussex County Comprehensive Plan, 4-16).

Further Site Considerations:

- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** Staff note that a review of the Sussex County Online Mapping Application confirmed that the Property is within the vicinity of lands which appear to be actively farmed.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** The Parcel is not located within any established Transportation Improvement Districts (TIDs).

The DelDOT Service Level Evaluation Response (SLER) noted that the anticipated traffic impact of the proposed use would be “negligible” and generate fewer than 50 vehicle trips in any hour and fewer than 500 vehicle trips per day.

- **Forested Areas:** Staff notes that the Parcel appears to have existing forest/vegetation on the subject Property.
- **Wetlands Buffers/Waterways:** Staff note that there do not appear to be any wetlands encroaching the Property based on Delaware’s FirstMap data system in GIS.
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** A Tax Ditch is located on the east side property line, however, there are not easements than encroach on the subject property.

The Property is located within Flood Zone “X” – Areas determined to be outside the 1%annual chance flood and outside the 500-year flood zone. The Parcel is not located within any Wellhead Protection Areas. The subject Property is located within an area of “Excellent” Groundwater Recharge Potential with a small area of the northern portion of the property being within “Good” Groundwater Recharge Potential.

Existing Conditional Uses within the Vicinity of the Subject Site

Since 1970, there have been thirty-two (32) Conditional Use applications within a 1-mile radius of the Application site.

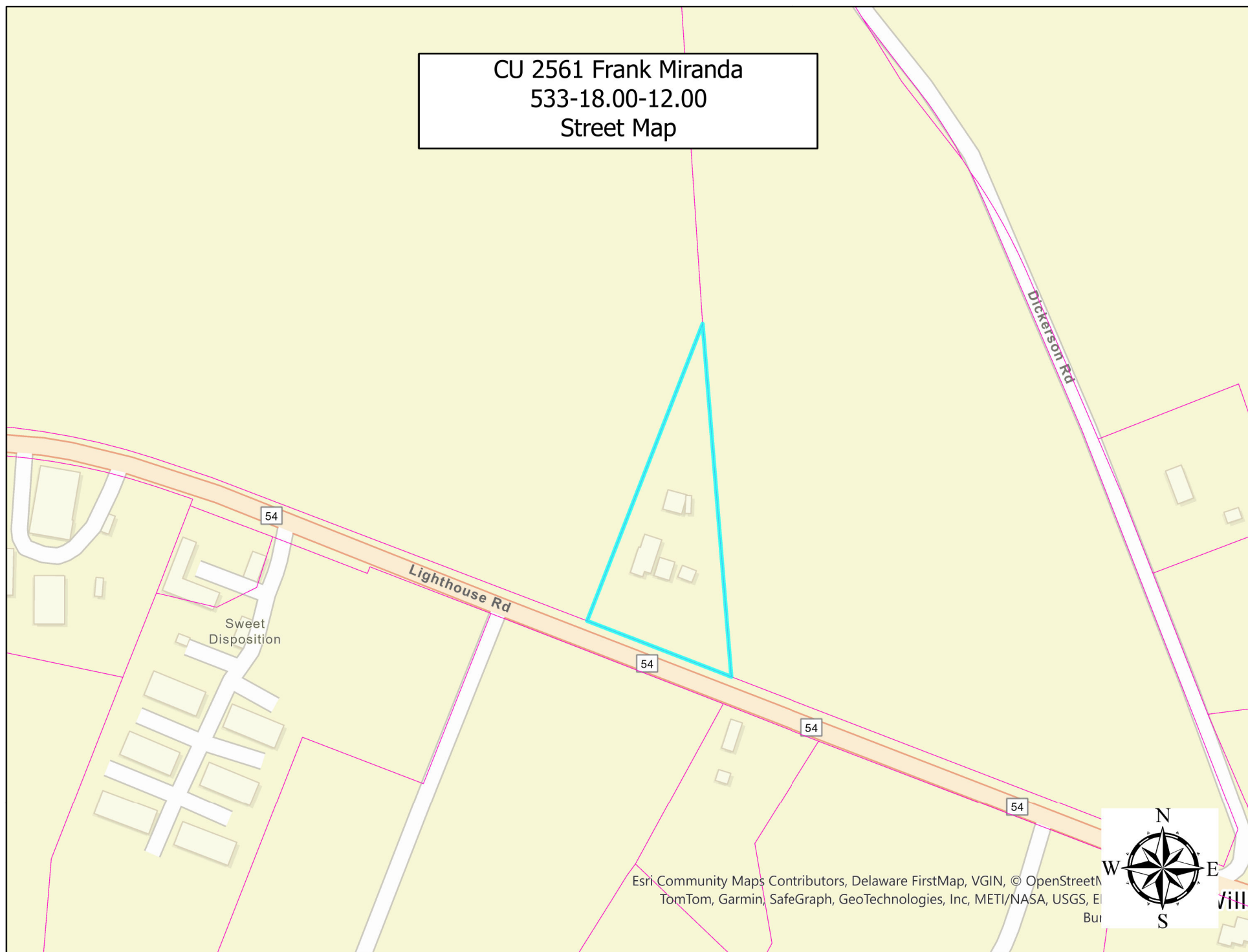
A Supplemental Table has been provided showing the approval status of all Conditional Use Applications within a 1-mile radius of the Application Site.

CU Number	APPLICANT	911 Address or Road Name	Proposed Use	CC Decision	Ordinance Number
12	Fenwick Properties	Rd 390A	manufactured home park	Approved	
468	Joan Sanger Griffith	Lighthouse Rd	manufacture & assemble fiber glass boats	Approved	
605	Cee Bee, Inc.	Bearhole Rd	Borrow Pit	Approved	
695	H Victor Evans Jr	RT 54	borrow pit	Approved	
974	Doris J. Bunting Savage	Chicken Farm Rd	boat storage & mini storage	Denied	
1106	Eric H. Ritter	Williamsville Rd	outside boat storage/sales/repairs	Approved	1028
1142	Richard E. Tucker	Lighthouse Rd	commerical/business/storage-rental warehouse	Approved	1074
1152	Connie Kay Cooper	Lighthouse Rd	retail sales & consignment shop	Approved	1088
1227	Daniel W. Magee T/A Magee Farms	Lighthouse Rd.	Corn Maze Recreation Activity	Approved	1225
1232	William D. & Karen L. Simpson	Bearhole Rd.	Recreational Vehicle Park/Campground & Boat Storage	Approved	1222
1367	Jeffrey M. Irving	Williamsville Rd	sign shop	Approved	1417
1492	Rt. 54 Hook & Slice Golf Driving Range	Lighthouse Rd	Warehousing	Approved	1653
1513	Linda Thurston & Karen Nash	Lighthouse Rd	bakery	Approved	1654
1555	Paul Robino (Robino-Sanibel Village, LLC)	Sand Cove Rd	multi-family	Denied	
1657	Johnson's Country Market	36258 Zion Church Rd	Country Market	Approved	1852
1704	PMP Associates	36174 Zion Church Rd.	Health Care & Medical Offices	Approved	1950

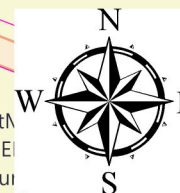
1920	Collins 54, LLC	Dickerson Road	Storage Garage for Trucks and Equipment and a Parking Area	Approved	2240
2023	Frank Miranda	33053 Lighthouse Rd. Selbyville	veterinarian office	Approved	2416
2076	Joseph Mark Zdurienick	<Null>	event facility/center	Approved	2504
2088	Billy Banning Enterprises, LLC	37200 Johnson Rd.	dance studio	Withdrawn	
2098	Fenwick Commons. LLC	Lighthouse Rd. (Rt. 54) and Sand Cove Rd.	Multi-family (62 Duplex Units)	Denied	
2120	PJM Properties, LLC	Williamsville Rd.	amend conditions of approval of CU 1106	Approved	2575
2135	Void - Henry Clay Johnson V	36258 Zion Church Rd.	amendment to CU 1657 to allow retail and cooking facilities		
2197	Fenwick Commons, LLC	Lighthouse Rd. (Rt. 54) & Sandhill Rd.	Multi-family (62 Duplex units)	Approved	2701
2271	Chris Brasure	33095 Lighthouse Road	Office for pest control business - amendment to Ordinance 2240 CU 1920	Approved	2814
2292	Gulfstream Development, LLC	Sand Cove Rd	32 Multi-Family Units (Duplexes)	Approved	2804
2403	Beach Buggies, LLC	38288 London Ave	Retail Sales	Approved	2945
2438	Robert Frey (Sandy Hill Acre, LLC)	33142 Lighthouse Road	Professional Office	Approved	3047
2440	CU 2440 Double H Development, LLC c.o R Horsey	35090 Lighthouse Road (Rt 54)	Multifamily Condominium (108 UNITS)		
2459	Marlin Cove, LLC	New Road	Multifamily		
2526	Common Ground Hospitality	36258 Zion Church Road	Converting Farmers Market into a Restaurant	Approved	3066
2645	Johnson Road, LLC	37013 Johnson Road	Workforce Housing		

Based on the analysis provided, the Conditional Use to allow for a proposed Commercial Dog Kennel & Veterinary Clinic in this location could be consistent with the surrounding land uses, zoning, and general environment given considerations of scale and impact.

CU 2561 Frank Miranda
533-18.00-12.00
Street Map



Esri, Community Maps Contributors, Delaware FirstMap, VGIN, © OpenStreetMap contributors, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, E



0 0.02 0.04 0.09 0.14 0.18 Miles

CU 2561 Frank Miranda
533-18.00-12.00
Zoning Map

Lighthouse Rd

Sweet
Disposition

Lighthouse Rd

Dickerson Rd

Williamsville



Vantor, Esri Community Maps Contributors, Delaware FirstMap, VGIN,
Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NAS
US Census Bureau

0 0.04 0.07 0.14 0.21 0.28
Miles

CU 2561 Frank Miranda
533-18.00-12.00
Aerial Map



0 0.01 0.03 0.05 0.08 0.1
Miles

State of Delaware, Microsoft, Vantor, Esri Community Maps Contributors,
VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, Geo
METI/NASA, USGS, EPA, NPS, US Census Bureau

Introduced: 7/14/26

Council District 4: Mr. Hudson

Tax I.D. No.: 533-18.00-12.00

911 Address: 33053 Lighthouse Road, Selbyville

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR COMMERCIAL DOG KENNEL AND VETERINARY CLINIC TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.52 ACRES, MORE OR LESS

WHEREAS, on the 22nd day of October 2024, a Conditional Use application, denominated Conditional Use No. 2561, was filed on behalf of Frank Miranda; and

WHEREAS, on the ____ day of _____ 2026, 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. 2561 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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. 2561 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 north side of Lighthouse Road (Rt. 54), approximately 0.22 mile west of Dickerson Road (S.C.R. 389) and being more particularly described in the attached legal description prepared by D. Stephen Parsons, P.A. said parcel containing 2.52 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.



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: September 17, 2026

RE: County Council Report for C/Z 2042 filed on behalf of NVR (Lantern Cove)

The Planning and Zoning Department received an application (C/Z 2042 filed on behalf of NVR – Lantern Cove) for a Change of Zone for a change of zone from an AR-1 Agricultural Residential Zoning District to an MR-RPC Medium Density Residential District – Residential Planned Community District (179 units). The Tax Parcel ID is 134-19.00-108.00, 110.04, 110.05 & 110.00 (P/O) and 134-21.00-3.00 & 4.00 (P/O). The property is located at 35987 & 36159 Daniel Way, 35379 Bayard Road, 35400 Lantern Lane, Frankford. The parcel size is 57.10 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on August 5, 2026. On September 2, 2026, the Commission recommended **denial** of the application for the 10 reasons as outlined in the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting on August 5, 2026, and September 2, 2026.

Minutes of the August 5, 2026, Planning & Zoning Commission Meeting

C/Z 2042 NVR (Lantern Cove)

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR-RPC MEDIUM-DENSITY RESIDENTIAL-RESIDENTIAL PLANNED COMMUNITY DISTRICT (179 UNITS) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 57.10 ACRES, MORE OR LESS. The properties are lying on the north side of Old Mill Bridge Road (S.C.R. 381), the south and east sides of Bayard Road (Route 54/S.C.R. 384), and the south side of Lantern Lane, approximately 0.19-mile south of the



intersection of Bayard Road (Route 54/S.C.R. 384) and Double Bridges Road (Route 54/S.C.R. 363). 911 Addresses: 35987 & 36159 Daniel Way, 35379 Bayard Road, 35400 Lantern Lane, Frankford. Tax Map Parcels: 134-19.00-108.00, 110.04, 110.05 & 110.00 (P/O) and 134-21.00-3.00 & 4.00 (P/O).

Mr. Whitehouse advised that Commission that submitted into the record were the Applicant's Preliminary Site Plan, the Applicant's presentation materials, exhibit booklet, Environmental Assessment Report, Drainage Assessment Report, and proposed Deed Restrictions. Mr. Whitehouse advised the Commission that one written comment had been received regarding the application.

The Commission found that Mr. David Hutt, Esq. with Morris James, LLP, spoke on behalf of the Applicant, ELU DeLuca Mid-Atlantic, LLC; that also present were Mr. Reese Rosenthal, representative of ELU DeLuca Mid Atlantic, LLC, Mr. Brad Garrison, Professional Traffic Operations Engineer with the Bowman Group, Mr. Matthew Jeanette, Vice President with Geo Technology Associates, and Mr. Jason Palkowitz, and Professional Engineer with Solutions IPEM.

Mr. Hutt stated that the application had been advertised under NVR; that NVR signed the contract to ELU DeLuca Mid Atlantic, LLC; that it remained the same application, but would now move forward under ELU DeLuca Mid Atlantic, LLC; that the application requested a Change of Zone for parts of four tax parcels, and all of two tax parcels, being an assemblage of various parts of six pieces of property; that the total acreage of the parcel assemblage was 57.21 acres; that the application requested to change the zoning classification of those properties from AR-1 (Agricultural Residential) District to the MR (Medium Density Residential) Zoning District with an RPC (Residential Planned Community) overlay; that the site was located on the east side of Bayard Road; that the site's eastern boundary line was shared with the western boundary line of the Estuary community; that the property currently had a single-family home on it, some wooded areas, some timbered areas, and other areas used for agricultural purposes; that the RPC application proposed 179 units, which included a mixture of housing styles, consisting of 59 detached single-family homes, and two types of multi-family homes; that six duplexes and 114 townhomes were proposed for the site; that Old Mill Bridge Road was located to the south of the site; that the entrance to Lantern Cove was located at the same location as the intersection of Daisey Road and Byard Road; that at the northwest intersection was the location of the Bayard Business Park, being the location of Custom Mechanical, Storage 302, True North Land Surveying, Keller Williams, and Canine Training Facility; that northward was the location of a church; that at the intersection of Bayard Road and Double Bridges Road, was the location of commercially zoned properties, and business activities; that per the 2020 State Strategies Map, the property was primarily located within an Investment Level 3 area, as was almost the entire surrounding area; that a few area where designated as Level 2; that the 2020 State Strategies Map was used when this project was reviewed by the Office of State Planning Coordination; that being shown in Investment Level 3, the PLUS Report, stated that the property may be consistent with the 2020 Strategies for State Policies and Spending; that it stated that the Investment Level designated an area where growth was anticipated by local, County, and State plans; that in 2025, when the Office of State Planning Coordination updated the State Strategies Map, the colors on the map changed significantly, as there were only little areas of Level 2 that were previously shown; that the entire area was now shown as being primarily in an Investment Level 2 Area, with some areas being within the Level 3 sprinkled in; that if one were to compare the two maps, the areas of change were likely the locations of ecological features; that even

when the site was reviewed under the 2020 State Strategies Map, it was noted that the plan may be consistent with the County's plans for the area and its State Strategies; that the Office of State Planning Coordination described Investment Level 2 areas as being like Investment Level 1 areas, State investments and Policies should support and encourage a wide range of uses and densities; that it went on to say that investments should encourage departure from the typical single-family dwelling developments and promote a broader mix of housing types; that within that same section, the Office of State Planning Coordination stated, overall, the State's intent was to use its spending and management tools to promote well designed development in these areas; that such development provides for a variety of housing types; that the 2025 report from the Office of State Planning Coordination talks about Level 2 areas, having a broader mix of housing options; that it talked about efficient use of public and private investments; that it talked about maintaining and enhancing existing infrastructure in Level 2 areas, and then newer, higher density developments where applicable; that Investment Level 2 area were areas where the State expected and encouraged growth, and more specifically a departure from typical single-family dwelling developments, which was one of the reasons why the application proposed a mixture of housing types; that the policy that the Office of State Planning Coordination was consistent with the discussions that the Land Use Reform Working Group had earlier in the year, where it was confirmed the emphasis on locating new growth and new development in Investment Level 1 and Investment Level 2 area that are shown on the State Strategies Map; that the 2045 Future Land Use Map contained within the 2018 Comprehensive Plan, reflected the property and everything surrounding the property was identified as being within the Coastal Area, being one of Sussex County's seven Growth Areas; that the description of the Coastal Area within the Comprehensive Plan states that the Coastal Area was an area where a range of housing types should be permitted, including single-family homes, townhomes, and multi-family units; that Lantern Cove proposed two of those types of units, being multifamily townhomes and duplexes, and detached single-family home; that the County's Future Land Use Map further reflected that this was a Growth Area within the County; that the site was currently located within the AR-1 (Agricultural Residential) Zoning District; that at the intersection of Bayard Road and Daisey Road, was the location of properties designated as C-1 (General Commercial) Zoning District, being the location of all the previously mentioned business; that at the intersection of Bayard Road and Double Bridges Road was the location of C-1 (Business Commercial) Zoning District; that within that area was also that GR (General Residential) and the MR (Medium Density Residential) Zoning District; that the request to rezone to MR (Medium Density Residential) was consistent with the surrounding area, as there were other properties zoned MR; that also the density of the application was consistent with the overall area; that the gross density of the application was 3.13 units to the acre; that pursuant to §115-126 of the Code, there was a net density or an RPC density that would be calculated by deducting the land use for things like churches, schools, State Tidal Wetlands, or commercial uses, and then either 25% of the area for streets or the actual area of the streets; that for the application, it resulted in a reduction of 6.951 acres for the actual area of the streets and the right of way dedications resulting in a net, or PRC density, of 3.56 units to the acre; that this was consistent with, and less than, the density of other residential projects within the two mile radius; that within a two mile radius of the site, was the Wilson Community at 4.1 units to the acre, Seashore Villas at 6.7 units to the acre, Ascend by the Sea at 7.3 units to the acre, Swann Keys at 5.7 units to the acre, Millville by the Sea at 4.2 units to the acre, and Ashley Manor at 3.1 units to the acre; that the application requested a rezoning to the MR (Medium Density Residential) Zoning District; that in §115-28 of the Sussex County Code, it defined the

purpose of the MR District as a district to provide for medium density residential development in areas which are expected to become generally urban in character, where sanitary sewers and public water supplies may or may not be available at the time of construction, together with churches, recreational facilities, and accessory uses as may be necessary or are normally compatible with residential surroundings; that the district was located to protect existing development of the character and contains vacant land considered appropriate for such development in the future; that there was a mixture of residential and commercial zoning classifications within the area, including medium density zoning districts; that there was central or public water and sewer available to the site; that the Office of State Planning Coordination now identified the site as Investment Level 2 where growth was anticipated in the near term; that the site was identified within the Coastal Area; that Table 4.5-2 of the Comprehensive Plan described the MR District as a zoning district applicable to the Coastal Area designation on the Future Land Use Map; that the subject properties were chosen for the MR-RPC application because of all those characteristics from the various land planning tools and guidance provided from the State, as well as the County; that once that determination was made that it was an appropriate location from a project similar to Lantern Cove, then the property itself was studied; that the application requested a Residential Planned Community; that the purpose of the RPC District was to encourage large-scale developments as a means of creating a superior living environment through unified development and to provide for the application of designed ingenuity while protecting existing and future developments and achieving the goals of the Comprehensive Plan; that in order to create what the Zoning Code calls a superior living environment, the property was studied to determine its primary ecological features; that this is a similar process to the Cluster Subdivision process set forth in the Code; that in addition to being consistent, the RPC process being similar or consistent with the Cluster Subdivision process, it was similar to the Office of State Planning Coordination process, where it described in the PLUS letter that if a parcel were to contain environmental features or have environmental concerns or constraints, the State always requested that the Applicant work with the State agencies to identify those resources to help create a more sustainable development by buffering those appropriately and avoid the construction of the course of homes or infrastructure within those areas; that the site then is placed through a Topographical Analysis; that with that process, a Wetland Delineation was performed by GTA (Geo-Technology Associates, Inc.), which showed the existence of 0.62 acres of Non-Tidal or Federal Jurisdictional Wetlands along the property; that the United States Army Corps of Engineers did issue an approved Jurisdictional Determination on April 2, 2025, confirming the delineation that Geotechnology Associates had prepared; that this identified the limits of wetlands on the site; that as the project moved forward, a Drainage Assessment and Forest Assessment were performed; that there was a Resource Buffer Management Plan developed for the property; that woods were located on the property; that in addition to the woods, there were some timbered area, and other areas available for agricultural use; that all these various features were identified on the property in seeking to come up with a superior design; that the next step was to prioritize each of those ecological features, being the prongs for the tax ditch that existed at some of the boundaries of the property, as well as the wetlands that were delineated by GTA, as being the highest priority category; that the next highest priority category was the wooded areas, located immediately adjacent to those water features; that the next level of priorities were the agricultural area, the residential area, and then the timbered areas on the site; that after the delineation of the wetlands, identifying the water features, the wooded areas and prioritizing all of those features, the next step was to lay out the network of streets, and then place the various types of units on those homes, again

placing the highest priority of protection on those areas identified; that as a result of that, a purposeful design allowed for the wetlands, wooded areas, and the buffers that surround them to not be disturbed; that because of this, 5.22 acres (68%) of the existing woods would remain on the site; that once the residential homes is removed, the Applicant proposed to reforest 1.1 acres in that area; that the overall designed resulted in 32.8 acres (57%) of open space; that the site entrance will form a four way intersection at where Daisey Road currently intersects with Bayard Road; that that road would enter the community and the road would lead to the loop road for the balance of the community; that at the end of the entrance road, was the location of the proposed primary amenity area for the residents, which would include a pool house, pool and sports courts; that within the community there would be a walking trail; that the walking trail would go through the open space, and end at a gazebo; that the same walking trail would connect at a couple of locations to the sidewalk network of the community; that a sidewalk was proposed to be located on one side of the streets throughout the community; that the community would have a 30 foot landscape perimeter buffer; that there would be existing trees and greenery within the area; that there would a 20 foot perimeter buffer protection area; that another one of the superior design features was to treat the 50 foot area that the Zoning Code referred to as a separation distance where structures that require a Certificate of Occupancy were not permitted, but rather than treat it in that fashion, it was proposed that there would not be any structures at all within that 50 foot area, being treated as a true setback on the plans, rather than just a separation distance; that the FEMA Maps show that the area was located within Flood Zone X, which is an area located outside of the 500 Year Floodplain; that central or public utilities are available to the site; that the project materials contained a letter from Artesian Water Company indicating their willingness and ability to provide central water to the site; that in addition the Sussex County Engineering Department provided its report to the Planning Commission, which indicated that the central sewer is available and there was capacity for the proposed community; that there are no Source Water Protection Areas, as they are described in Chapter 89 of the Zoning Code, therefore meaning, there was not a Wellhead Protection Area located within the property nor was there any Excellent Groundwater Recharge areas located within the property; that a Property Owners Association would be created to manage and govern the common areas within the community; that there were proposed covenants presented, which were ultimately reviewed by Mr. Robertson's office; that the property was located within the Indian River School District; that the Applicant would coordinate with the school district on the location of a bus stop, should the school district require one; that a Service Level Evaluation Request was filed with DelDOT; that DelDOT's response indicated that the traffic impact was considered minor as that term is defined in Sussex County's Memorandum of Understanding with DelDOT; that when that occurs, the developer may pay an Area Wide Study Fee (AWSF) in lieu of doing a Traffic Impact Study; that as part of the process of creating the entrance for Lantern Cove, the Applicant would be creating a right-hand turn lane from Bayard Road into the community; that there would also be a left-hand turn lane for someone coming from the other direction; that in addition, there would be a left-hand turn land for someone making the turn from Bayard Road onto Daisey Road, but did not presently exist on the site; that the plan was consistent with the proposed Roxanna TID (Transportation Improvement District); that currently there was not a Roxanna Transportation Improvement District, but because DelDOT's response to the Service Level Evaluation Request specifically stated that the proposed development would be consistent with the land use and transportation plan developed for the TID; that as the plan was being developed there were assumptions with respect to the amount of residential units or commercial square footage that would

be on undeveloped properties, for properties to be located within a Transportation Improvement District; that the assumption for the property fell within the proposed Lantern Cove community plans; that within DelDOT's Functional Classification of roads, there were local roads, collector roads, and both major and minor collector roads, and arterial roadways; that per Functional Classification System, Bayard Road was identified as being a major collector road; that DelDOT described major collectors as roads that serve the critical roles of gathering traffic from local roads and funneling vehicles into the arterial network; that in this application case, it helped to get cars and people to Route 26 as one heads north and to Route 54 as one would head south; that within the Coastal Area, the Comprehensive Plan states that a range of housing types should be permitted, including single-family homes, townhouses, and multi-family units; that in addition, the same section talks about when medium and higher density, described as being four to 12 units to the acre, can be appropriate; that it talked about areas where there is central water and sewer, where it is near sufficient commercial uses and employment centers, where it was in keeping with the character of the area, where it was along a main road or at, or near, a major intersection, where there was adequate level of service, or where other considerations exist that are relevant to the requested project and density; that the description of the Coastal Area, and when medium or high density is appropriate matches the description of the MR (Medium Density Residential) Zoning District; that under the Comprehensive Plan, medium density is four to 12 units to the acre; that the proposed density of 3.56 units to the acre would not qualify as medium density; that the project was still consistent with the standard for medium density communities; that two of those factors are central water and sewer; that there was an existing water main along Bayard Road; that there was also an existing sanitary sewer main; that the both were located right at the entrance to the community, and readily available for connection; that another factor was where it was near sufficient commercial uses and employment centers; that within two to three miles there is Giant Foods, Harris Teeter, CVS, M&T Bank, Beebe Healthcare; that there are other businesses, employment centers and commercial areas within that area; that Bayard Road was a major collector as referred to by DelDOT's Road Classification System; that within the project book there was a response to the PLUS report; that there was an Environmental Assessment and Public Facilities Evaluation Report; that there was a summary of the project's compliance with Chapter 99-9C; that the project was consistent with Chapter 4 of the Comprehensive Plan, as well as Chapter 5 for Conservation, Chapter 6 for Recreation and Open Space, Chapter 7 for Utilities, Chapter 8 for Housing, and Chapter 12 for Community Design; that the proposed project creates a superior living environment as required for Residential Planned Community District through a design that has a number of features to meet that; that the plan exceeded the Resource Buffer Protection requirements; that the plan preserved 68% of the existing woods on the property; that in addition to that preservation, there was an additional 1.1 acres of woods to be planted through afforestation of what would be the former residential home site on the property; that the plan greatly exceeds the open space requirements found in the Zoning Code as it provided 57% open space; that existing and future developments are protected through the increased perimeter buffers; that all of the limited common elements are at least 40 feet from the perimeter of the property; that there would be no homes closer than 50 feet to the property; that treating the agricultural separation distance as a setback was proposed; that the project would include walking trails and sidewalks on one side of the street; that there are recreational amenities; that the stormwater management design was dual purpose in that it managed the stormwater and also acted as an amenity for the community; that the project was carefully planned to match the State Strategies Map Designation, the Comprehensive Plan description as a

Coastal Area or Growth Area and to create the superior living environment through the features described; that not only will the ecological features on the site be protected greater than the buffering requirements that are found within the Code, but an additional 1.1 acres of wooded areas will be created as part of the plan; that Objective 4.1.1 of the Comprehensive Plan, being in Chapter 4, the Future Land Use Chapter, the stated objective is to promote growth and development in areas where capital facilities and infrastructure are already available and adequate to support the growth; that one of the first strategies within that Objective 4.1.1.2 is to prioritize new development in designated growth areas to better preserve other areas; that it mentioned where infrastructure was already available and adequate; that infrastructure runs along the front of the property, and that there was demonstration provided that there was capacity for the proposed community from the water and sewer providers. Mr. Hutt requested to submit into the record proposed Findings of Fact and Conditions. Mr. Hutt stated that proposed Condition B talked about the separation distance between the multifamily units and also the single family detached units; that Condition J was proffered by the Applicant, being that 1.1 acres of reforestation would be placed in the area of the current residential home section of the property; that proposed Condition M related to the minimum size of square footages were proposed for the amenities, such as the pool house and the water surface area of the pool; that proposed Condition T related to contributions that the Applicant proffered as part of the application; that the first contribution was a \$2,000.00 contribution at the time each building permit was obtained; that this contribution would be made to either the Sussex County Housing Trust Fund, Habitat for Humanity, or a similar organization, resulting in \$358,000; that the reasoning was that there had been great emphasis both in the Comprehensive Plan, and even the current Governor with various executive orders to support affordable housing; that through studies performed as the project was being developed, it did not seem to be an appropriate location for affordable housing; that it was thought to be beneficial to support affordable housing with the proposed contribution upon each building permit; that the second contribution was proposed to the Roxanna Volunteer Fire Company, which was the fire district for the site's location; that Condition T proposed \$500.00 with each building permit, resulting in \$89,500.00 contribution made over time, and within the governing documents for the community there would be an \$8.00 per month contribution required for each unit, which would result in an annual contribution when the community would be fully built out of \$17,184.00 to the Roxanna Volunteer Fire Company.

Madam Chair Wingate questioned what the price point would be for the sale of the units and whether affordable housing was proposed.

Mr. Hutt stated that he did not know the anticipated price point for the sale of the units, and that the units were proposed to be sold at market rate.

Mr. Passwaters questioned the locations of the proposed entrance and proposed turn lanes.

Mr. Brad Garrison, Professional Traffic Operations Engineer with the Bowman Group, spoke on behalf of the application. Mr. Garrison stated that the entrance location was based on several meetings with DelDOT; that a left turn lane was proposed from Bayard Road into the site; that there was a left turn lane proposed to be placed opposite of that; that it would serve existing traffic, and would get the left turns out of the through lane; that the through vehicles would not have to wait for left turning

vehicles, and would be able to proceed without delay; that a right turn lane was proposed into the site, as well as a deceleration lane, and that there were a lot of constraints on the west side, so most of the widening would take place on the Applicant's side.

Madam Chair Wingate questioned whether a four-way stop was proposed for that location.

Mr. Garrison stated that the location was currently envisioned as a two-way stop, and Daisey Road and the site entrance would be stop-controlled.

Mr. Allen questioned the location of the parking area for the pool area and clubhouse, the width of the roadway throughout the development, and whether any future development was proposed on the adjacent properties.

Mr. Jason Palkowitz, and Professional Engineer with Solutions IPEM spoke on behalf of the application. Mr. Palkowitz stated that parking was located near the amenities across from Lot 26, as he referenced on the screens around the room; that the Community Plan was currently a work in progress; that the road pavement would provide for 11.5 foot travel lanes with a curb and gutter, and that the area to the north, where they proposed reforestation, was specifically excluded from development in that area, as it was decided to be maintained as part of the land plan.

Madam Chair stated that she understood the reforestation area and questioned whether any community space was proposed.

Mr. Hutt stated that the area would be kept as a natural area.

Mr. Palkowitz stated that Lantern Lane served other parcels as an easement; that they did not want to affect those other properties, so they stopped at the end of the road, on their property.

Mr. Hutt stated that he believed that the plan contained a note that the easement for Lantern Lane currently continued further south directionally; that the easement was going to be terminated at a certain point; that the area where the afforestation would occur would be a naturalized area and Lantern Lane would just be for the other property owners that are located north of there.

Madam Chair Wingate questioned what would happen if other people crossed the property line onto Lantern Lane, where the other residents live, but the others had nothing to do with, and her main concern was for the residents.

Mr. David Hutt stated that he thought it would be highly unlikely with the plan proposed; that it was part of the consideration of not using Lantern Lane so that there would not be any interference with others; that one would need to cross the tax ditch to get to the area, which would not have anything other than trees in the future; that he was unsure what one's purpose would be in walking through that area in an effort to get to Lantern Lane, and one would be required to cross through the open space area, then cross over the tax ditch, and then through another area to access Lantern Lane.

Madam Chair Wingate requested confirmation that there would be only way in and one way out, which was being proposed from Daisey Road, and whether any other means of ingress or egress was proposed in the event of an emergency.

Mr. Hutt stated that Madam Chair Wingate was correct, and that there was only a single entrance point proposed for the site.

The Commission found that there was no one present who wished to speak in support and five people present who wished to speak in opposition to the application.

Ms. Joyce Keidel, resident of the Estuary, spoke in opposition to the application with concerns regarding the need for infrastructure in advancement of proposed developments, the amount of developments whose traffic feed onto Route 54, and current water issues in the area; that she questioned whether a second entrance was proposed or whether community expansion was anticipated in the future., whether the HOA or POA would allow rentals and where the locations of tree clearing would take place; that she expressed concern regarding the intersection and improvements proposed along Daisey Road and Bayard Road and stated that the residents of the Estuary were previously told that the site was within a land trust.

Mr. Frank Luciano, resident of the Estuary, spoke in opposition to the application with concerns regarding environmental issues and stormwater runoff; that he presented with questions regarding the Wetland Delineation Map, as well as some of the resource exhibits presented by Mr. Hutt; that the questioned the location of the stormwater management pond, and expressed concern regarding the mentioned poorly draining soils, and that the storm water design may not be ad adequate as it suggested it was.

Mr. Palkowitz that they perform a Preliminary Stormwater Analysis; that they meet with the Sussex Conservation District (SCD); that they determine the best management practice specifically for the site; that they visit the site to perform about 40 to 50 swell borings on the property to determine what was proper and how they should be designed; that they take into account off-site drainage that comes onto the site; that they perform a downstream analysis to see the effect down; that they are required to meet all of those criteria in order to get approval.

Ms. Pam Peslis, resident of the Estuary, spoke in opposition to the application with concerns regarding drainage issues, traffic impacts, and potential negative ecological impacts being located close to the Assawoman Bay.

Mr. John-Paul Beudet, resident of the Estuary, spoke in opposition to the application with concerns regarding the location of the pickleball courts; that questioned whether there was any consideration given to relocating the clubhouse and sports courts, as he felt it would better located within the green area of the plan, and questioned whether additional buffering could be provided.

Ms. Mary Egan, resident of the Estuary, spoke in opposition with concerns regarding the increased traffic; that she submitted into the record a picture of an accident, involving her friend, at Bayard Road and Daisey Road; that she stated there were no shoulders along Bayard Road and Daisey Road; that she

requested to keep the existing trees, and questioned what would happen with existing chicken farm and remediation would be performed as part of that process.

Madam Chair Wingate stated that there was a letter in the record addressing the chicken farm; stating that the chicken house was no longer in use, and had not been in use, and was currently considered abandoned.

Mr. Hutt spoke as part of his permitted five-minute rebuttal period. Mr. Hutt stated that no new information had been presented that had not already been included within the public record; that the location of the entrance with is relation to Daisey Road had not changed; that an updated Site Plan had been submitted, for the purpose of new information being provided within the Site Plan Data Column; that the updated plan was uploaded to the electronic record at the time the exhibit book was uploaded, being on or around July 23, 2026; that most of the mentioned concerns were related to things that would be worked out through the agency approval process, whether it was regarding stormwater management, or the buffering between Lantern Cove and the Estuary; that one benefit was that the Estuary was a modern community, which provided its own perimeter buffer; that the Zoning Code intended that there would be a perimeter buffer for the Estuary, as well as, a propose perimeter buffer from Lantern Cove; that there was a concern specific to pickleball; that the plan did not define as to what the sport would be; that the plan defined the area as, sports courts; that to respect to the location of that, the Code, the Zoning Code, the Superior Design Requirements, and the Office of State Planning Coordination, along with its various agencies, would tell them that they need to preserve the largest blocks of open space, particularly with naturalized and ecological features; that being the reasoning why the green area was set aside and designated for that; that this design matched sound land use planning and also agency and superior design requirements; that future residents would be informed if their unit was located next to the sports courts; that the desire for this would depend on the individual buyers and their needs; that the planning tools and guidance from the State of Delaware and from Sussex County indicate that the proposed project would be located within an appropriate location based on the State Strategies Map and the Future Land Use Map, which designated the site to be located within a Growth Area; that all of those things indicate that the proposed location is where the proposed development should be, and with an RPC application, the Planning Commission had the opportunity to through the various conditions to help place conditions on it to address concerns like those raised in the hearing by folks within the Estuary.

Mr. Allen questioned whether a school bus stop was proposed, its proposed location, and questioned how the school bus would turn around without going through the community.

Mr. Palkowitz stated that the requirement for a school bus stop, and its location was up to the school district; that they typically do not have the buses drive into the communities, and the bus may pull off into the turn lane, but he was unsure what would be required.

Upon there being no further questions, Madam Chair Wingate closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to C/Z 2042 NVR (Lantern Cove). Motion by Mr. Pettyjohn to defer action for further consideration, seconded by Mr. Passwaters, and carried unanimously. Motion carried 4-0.

Minutes of the September 2, 2026, Planning & Zoning Commission Meeting

The Commission discussed the application which had been deferred since August 5, 2026.

Mr. Pettyjohn moved that the Commission recommend denial of C/Z 2042 for Lantern Cove for a change in zone from the AR-1 Agricultural Residential District to an MR-RPC based upon the record made during the public hearing and for the following reasons:

1. This rezoning to an MR-RPC is not appropriate at this location.
2. The MR Zoning would allow an increase in permitted density on this site along Bayard Road which cannot support the increased density that will result from rezoning this property to MR.
3. Although the current Sussex County Comprehensive Plan indicates that this property is in the Coastal Area, it does not mandate that the property be rezoned to MR. The Plan states that Sussex County's density of two units per acre and the existing AR-1 zoning is appropriate in the Coastal Area. That statement supports the continuation of the existing AR-1 zoning and the two units per acre that are permitted under the that district.
4. The Comprehensive Plan suggests that zoning classifications that permit densities greater than two (2) units per acre can be justified under certain circumstances. However, several of those conditions mentioned in the Plan do not exist here. For example, MR Zoning is not in keeping with the area. The site is not on a main road at/or near a major intersection – even though Bayard Road is considered a Major Collector, it is currently a two-lane road. There is no other MR zoning in the immediate area, and the proposed multi-family and townhouse dwellings are not in keeping with the character of the immediate area. Although there is a commercially zoned property across Bayard Road, that property is not used as a retail or employment center that would support this rezoning to MR. For these reasons, the Comprehensive Plan does not justify the upzoning to the MR District and the increased density that can occur there.
5. The purpose of the RPC District is not satisfied by this Application. According to the Zoning Code, an RPC is supposed to “encourage large-scale developments as a means of creating a superior living environment through unified developments and to provide for design ingenuity while protecting existing and future developments....” These goals are not satisfied by this project for reasons including the following:
 - a. This is not a large-scale development. Instead, the applicant is seeking to shoehorn a higher density multi-family and townhouse development into a relatively small irregularly shaped parcel that is surrounded by lower-density single-family and agricultural AR-1 properties.
 - b. There is nothing in the record to indicate that this is a “superior living environment” or that it represents “design ingenuity”. Instead, it appears to merely seek a higher density than what is possible under the existing AR-1 zoning without a design that is superior to a standard subdivision or multi-family development design. There is nothing unique, superior or ingenious in this design, and the Applicant has failed to satisfy its burden in this regard.

- c. The development is not unified with its surrounding developments. There is a complete lack of unity with the surroundings. For example, its point of access is along a roadway that serves agricultural uses, homes on large lots and AR-1 low-density single-family developments. There is no multi-family or townhouse development surrounding this site.
 - d. The proposed RPC does not protect the existing or future developments in the area. Instead, there was evidence in the record that this RPC would adversely affect the existing developments through the substantial increase in traffic, among other factors.
- 6. Several neighbors appeared in opposition to this application, citing concerns about traffic along Bayard Road at the intersection with Daisy Road if this project were to be approved. While improvements are proposed, they do not, in my view, overcome the harmful impacts of the application described above. They also raised concerns about the inconsistency of creating MR zoning in this area where none currently exists. In general, there was testimony that the change in zone and the impacts of it would adversely affect the area, its roadways, its character and nearby properties. I found these reasons to be compelling.
 - 7. There is a need for affordable housing in Sussex County, and Sussex County promotes affordable housing initiatives and development as reflected in the Comprehensive Plan. This development does not include any affordable housing opportunities within it.
 - 8. The proposed rezoning does not promote the overall health, safety, convenience and general welfare of this neighborhood or the County.
 - 9. In summary, there is nothing in the record to suggest that the proposed MR-RPC is more appropriate than the existing AR-1 zoning that currently exists on this property.
 - 10. For all of these reasons, it is my recommendation that C/Z 2042 be denied.

Mr. Collins stated for the record that although he was absent from the August 5, 2026, Planning Commission meeting, he had listened to the audio and reviewed the record and therefore was prepared to vote.

Motion by Mr. Pettyjohn, seconded by Mr. Collins, and carried unanimously to recommend denial of C/Z 2042 NVR (Lantern Cove), for the reasons stated in the motion. Motion carried 5-0.

Vote by roll call: Mr. Pettyjohn -yea, Mr. Collins – yea, Mr. Passwater – yea, Mr. Allen – yea, Madam Chair Wingate - yea

Mr. Pettyjohn voted yea for the reasons stated in the motion.

Mr. Collins voted yea for the reasons stated in the motion.

Mr. Passwaters voted yea for the reasons stated in the motion.

Mr. Allen voted yea for the reasons stated in the motion.

Madam Chair Wingate voted yea for the reasons stated in the motion.

PLANNING & ZONING COMMISSION

HOLLY WNGATE, CHAIR
JEFF ALLEN
SCOTT COLLINS, VICE CHAIR
JOHN PASSWATERS
DAVID PETTYJOHN



Sussex County

DELAWARE
sussexcountyde.gov
302-855-7878

PANDZ@SUSSEXCOUNTYDE.GOV
JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: August 5th, 2026

Sussex County Council Public Hearing Date: September 22nd, 2026

Application: C/Z 2042 Lantern Cove (MR-RPC)

Applicant: NVR (Attention: Tyler Malone)
32445 Royal Boulevard, Suite 1
Dagsboro, DE 19939

Owners: Celeste Cathell & Jennifer Troublefield (TMP: 134-19.00-108.00
Sandra E. Peck & Charles Lovendusky (TMP: 134-19.00-110.04 & 110.05
& 110.00 (portion of)
Brenton H. Archut Trustees (TMP: 134-21.00-3.00 (portion of)
Shiela M. Rose (TMP: 134-21.00-4.00 (portion of)

Site Location: The properties are lying on the north side of Old Mill Bridge Road (S.C.R. 381), the south and east sides of Bayard Road (Route 54/S.C.R. 384) and Double Bridges Road (Route 54/S.C.R. 363). Specifically, the project is for the establishment of a Residential Planned Community (RPC) to consist of 59 single-family condos and 120 townhome units (for 179 units total.)

Current Zoning: Agricultural Residential (AR-1) District

Proposed Zoning: Medium Density Residential, Residential Planned Community (MR-RPC) District

Comprehensive Land
Use Plan Reference: Coastal Area

Councilmanic
District: District 4 - Mr. Doug Hudson

School District: Indian River School District

Fire District: Roxana Volunteer Fire Department

Sewer: Sussex County (Central Sewer)

Water: Artesian (Central Water)

TID: N/A

Site Area: 57.21 acres +/-

Tax Map IDs: 134-21.00-3.00 & 4.00 (p/o), 134-19.00-108.00, 110.04, 110.05 & 110.00 (p/o)





Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Lauren Cecchine, AICP, Planning & Zoning Manager
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: Monday, May 19th, 2026
RE: Staff Analysis for C/Z 2042 Lantern Cove MR-RPC

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application Change of Zone No. 2042 Lantern Cove MR-RPC to be reviewed during the Wednesday, August 5th, 2026, 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(s): 134-21.00-3.00 & 4.00 (p/o), 134-19.00-108.00, 110.04, 110.05 & 110.00 (p/o)

Proposal: The proposal is for a Change of Zone from an Agricultural Residential (AR-1) District to a Medium Density Residential, Residential Planned Community (MR-RPC) District. While the underlying zoning of the subject Parcels are not changing, the Residential Planned Community (RPC) overlay is being added as part of this proposal, which permits a max density of 12 dwelling units to the acre versus the original Zoning of Agricultural Residential without the overlay, which permits a maximum density of 2 dwelling units to the acre (up to 4 in the Coastal Area with the payment of a Density Bonus Fee for each unit in excess of dwelling units per acre as part of a clustered proposal.)

Specifically, this proposal is for the establishment of a Residential Planned Community (RPC) to be known as “Lantern Cove” to consist of 59 single-family detached condominiums and 120 townhomes (for a total of 179 units total) and proposed amenities to include a central clubhouse, in-ground pool, sports courts and walking trails to be located on a 57.10-acre parcel of land lying on the north side of Old Mill Bridge Road (S.C.R. 381), the south and east sides of Bayard Road (Route 54/S.C.R. 384) and Double Bridges Road (Route 54/S.C.R. 363) in Frankford, Delaware.

Zoning: The subject property is zoned Agricultural Residential (AR-1) District. The Parcels to the surrounding Parcels are all zoned Agricultural Residential (AR-1) District to include the Parcels to the east which currently comprise the various Phases of The Estuary (2005-64) Subdivision.

There are a cluster of five (5) Parcels to the northwest along Bayard Road (Route 54 which is zoned General Commercial (C-1) District. These Parcels currently house the Custom Mechanical, Sun



Pile Foundations and Off-Leash K9 Training Southern Delaware commercial uses as well as the Emmanuel Church – Bethany Campus.

There is a single Parcel to the north of the Property of which a portion along Bayard Road (Route 54) is zoned Neighborhood Business (B-1) and there are five (5) Parcels to the northeast which on the south side of Double Bridges Road (Route 54/S.C.R. 363) and to the north of Camp Barnes Road (S.C.R. 364).

There is a Parcel to the southwest of the Property on the opposite side of Bayard Road (Route 54) of which has a previously approved Conditional Use for an Electrical Business Office and Warehouse for Gerone C. Hudson Electric Contractor.

The proposal meets the minimum District Area for a Residential Planned Community (RPC), which is 40 acres in the AR District, with this proposal encompassing an area of 57.21 acres +/- (§115-121(A)(1)).

Further Site Considerations:

- **Density:** Staff note that the proposed Plan for 179 units on 57.21 acres yields a density of 3.13 du/acre, which complies with the RPC District provisions which allow for up to 12 du/acre. (Please note that this calculation does not subtract any tidal wetlands from the Property as the Plan asserts that there are no tidal wetlands on the property in accordance with the calculation of permitted density outlined in §115-15.1 of the Sussex County Code. Non-tidal wetlands, of which there are asserted to be 0.62 acres presently on the Site, are not required to be subtracted from the density calculation.)
- **Open Space Provisions:** Staff note that the Plans propose an Open Space total of approximately 32.867 acres +/- . This equates to an Open Space percentage of 57.4% or 57% of the total project Site. A Gross Density of 2 to 5 dwelling units to the acre requires a minimum Open Space percentage of 10% (§115-4 “Open Space” (3)).
- **Agricultural Areas:** The project is located is not located in proximity to any designated Agricultural Preservation Districts or Agricultural Preservation Easements. However, the Property is adjacent to Tax Parcel ID: 134-19.00-107.00 and the portion of Tax Parcel ID: 134-21.00-4.00 which appear to currently be within active agricultural use and would require a 50-ft buffer as outlined in §99-6(G)(2) of the Sussex County Code.
- **Interconnectivity:** Staff note that no interconnectivity appears to be proposed due to the nature of the development around the Site and the location of existing wetlands on the east and southeast perimeter of the Site.
- **Transportation Improvement District (TID):** The subject property is not located within any established Transportation Improvement Districts (TIDs).
- **Forested Areas:** The Plans note that there are approximately 9.49 acres of existing forest on the project Site. Staff note that 2.59 acres of forest are proposed to be removed (which equates to 27 % of the existing forest area on the Site.) The Plans also state that 6.90 acres of forest will be retained (which equates to 73% of the existing forest area on the Site.)

Staff note that this Application was submitted to the Department on 11/8/2024, prior to the enactment of the new Perimeter Buffer Ordinance (Ordinance No. 3038) requiring a 30-ft Perimeter Buffer and 20-ft Perimeter Buffer Protection Area for all Residential Subdivision & Site Plans.

However, Staff note that the Applicant has opted to provide an area of additional buffer consisting of existing mature trees on the northern and western portions of the Site, with a planted/landscape buffer to be provided on the eastern and southern portion of the Site as the project is adjacent to active Agricultural uses as provided for in §115-25(E)(3) as provided within Code prior to the adoption of the new Perimeter Buffer Ordinance which was effective as of 2/27/2025.

- **Wetlands Buffers/Waterways:** Staff note that there appear to be areas of Terrene Wetlands (relatively isolated and not connected to adjacent wetlands or waterbodies by surface water or overflow) on the west and northern portions of the project site. There also is an area of Lotic Wetlands (adjacent to or in the active floodplain of a stream or river) which is located in the center of Tax Parcel ID: 134-21.00-3.00 that appears to be commensurate with the existing blue-lined stream/Williams Canal Tax Ditch on the Property.

The Williams Canal Tax Ditch appears to share a connection with the Assawoman Bay to the southeast of the property. Additionally, the Plans note that there are no tidal wetlands on the Site and 0.62 acres of non-tidal wetlands. The Plans propose Resource Buffers to adjacent Resources. The existing Wetland Areas on the property are shown in Exhibit “A” below.

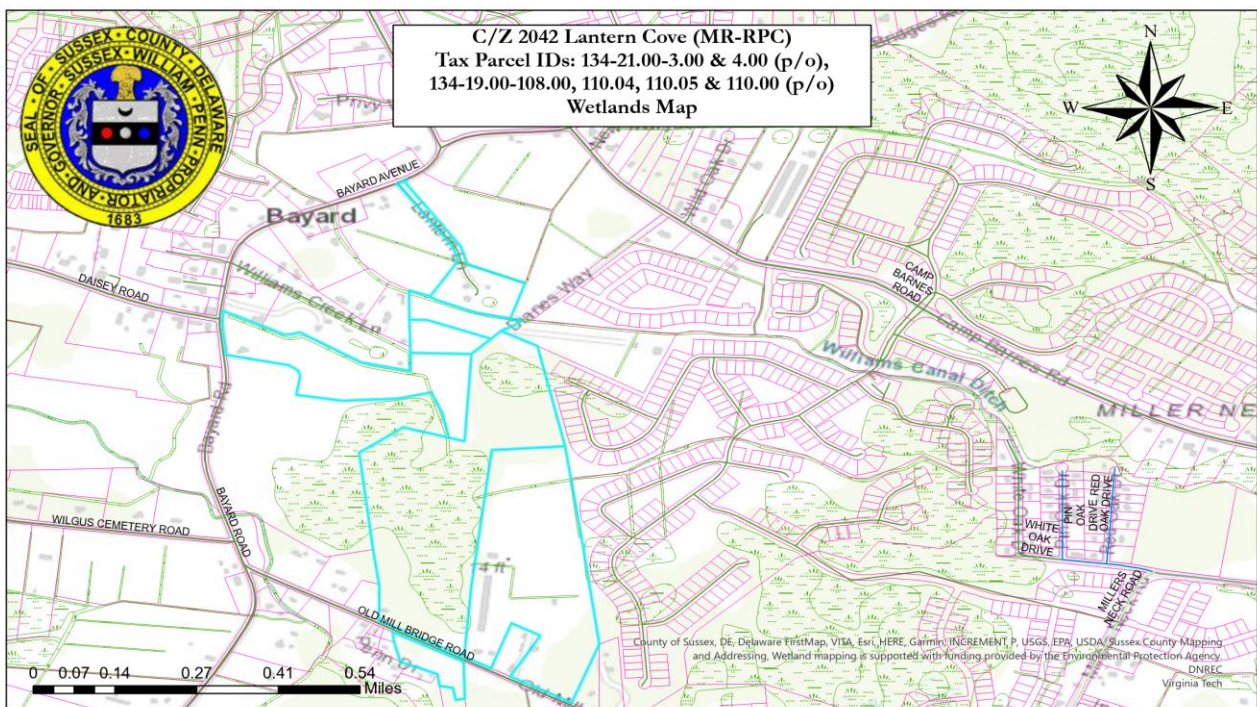


Exhibit “A” - Area of Terrene & Lotic Wetlands on the Property

- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** Staff note that the Property is located within Flood Zone “X” - Areas Determined to be outside of the 100-year flood. Staff further note that there are Tax Ditches and related Tax Ditch Rights-Of-Way (ROW) on the property associated with the Williams Canal Tax Ditch. The nature of all Tax Ditches on the Property are included in Exhibit “B” below.

There are no Wellhead Protection Areas on the Property. The Site is also located within an area of “Fair” Groundwater Recharge Potential per available FirstMap Data from the Delaware Department of Natural Resources and Environmental Control (DNREC).

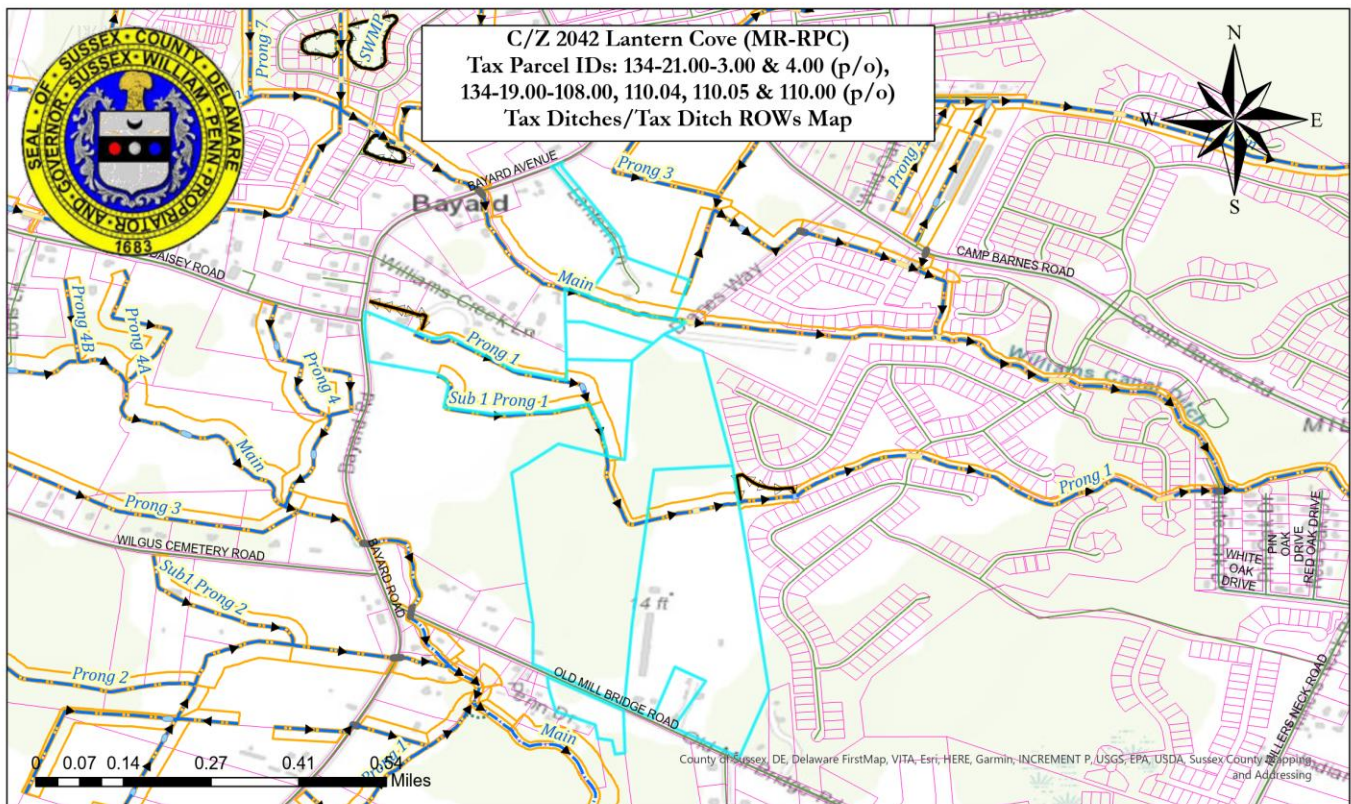


Exhibit “B” – Tax Ditches and Related Tax Ditch Rights-Of-Way (ROWS) on the Property

Future Land Use Map Designation w/in Comprehensive Plan: The Property is located within and has a Future Land Use Map (FLUM) designation of “Coastal Area.” The “Coastal Area” is one of the County’s seven (7) designated Growth Areas and, “*this region is among the most desirable locations in Sussex County for new housing*” as well as “*contains ecologically important and sensitive characteristics*” (2018 Sussex County Comprehensive Plan, 4-15). The Plan further notes that, “*Coastal Areas are areas that can accommodate development provided special environmental concerns are addressed*” and “*a range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units*” (2018 Sussex County Comprehensive Plan, 4-15).

The Sussex County Comprehensive Plan states that, *“Medium and higher density could be supported in areas:*

- *Where there is central water and sewer;*
- *Near sufficient commercial uses and employment centers;*
- *Where it is in keeping with the character of the area;*
- *Where it is along a main road or at/or near a major intersection; where there is adequate Level of Service; or*
- *Where other considerations exist that are relevant to the requested project and density”*
(2018 Sussex County Comprehensive Plan, 4-16)

Applicability to Comprehensive Plan: Table 4.5-2 “Zoning Districts Applicable to Future Land Use Categories” of the Plan notes that the Medium Density Residential (MR) District is an applicable Zoning District within the “Coastal Area” (2018 Sussex County Comprehensive Plan, 4-25).

Existing Change of Zones within the Vicinity of the Subject Site: A Data Table and Supplemental Map have been supplied which provide further background regarding the approval status of Applications in the area including the location of all other Change of Zone Applications that are within a 1-mile distance from the subject site. This information has been included as part of Exhibits “C” and “D” below.

Of those Change of Zone Applications w/in a 1-mile radius of the Application Site, the following decisions were previously made by the Sussex County Council:

- **There were three (3) Applications within a 1-mile radius of the Application Site.**
- **Of those three (3) Applications:**
 - **All three (3) Applications were approved by the Sussex County Council**

Based on the analysis of the land use, surrounding zoning and uses, a Change of Zone to allow for a Change of Zone from an Agricultural Residential (AR-1) District to a Medium Density Residential, Residential Planned Community (MR-RPC) District to establish a Residential Planned Community (RPC) for 179 units (consisting of 59 single-family condominiums and 120 townhome) as a development to be known as “Lantern Cove,” subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

Change of Zone Applications w/in a 1-Mile Radius of the Application Site (Since 2022)									
Change of Zone No.	Applicant	Tax Parcel ID	Zoning	Proposed Zoning	Planning & Zoning Recommendation	P&Z Decision Date	Sussex County Council Decision	CC Decision Date	Ordinance No.
1761	Elizabeth A. Brinton	134-18.00-85.00	C-1	AR-1	Recommended Approval	10/23/2014	Approved	11/18/2014	2373
1925	Lemuel H. Hickman GST Exempt Trust	234-30.00-1.00	AR-1	B-2	Recommended Approval	10/22/2020	Approved	11/10/2020	2753
1969	Ron Sutton	134-19.00-24.00	AR-1	MR	Recommended Approval	11/17/2022	Approved	2/21/2023	2902

Exhibit “C” – Change of Zone Applications w/in a 1-Mile Radius of the Application Site Data Table
Since 2022

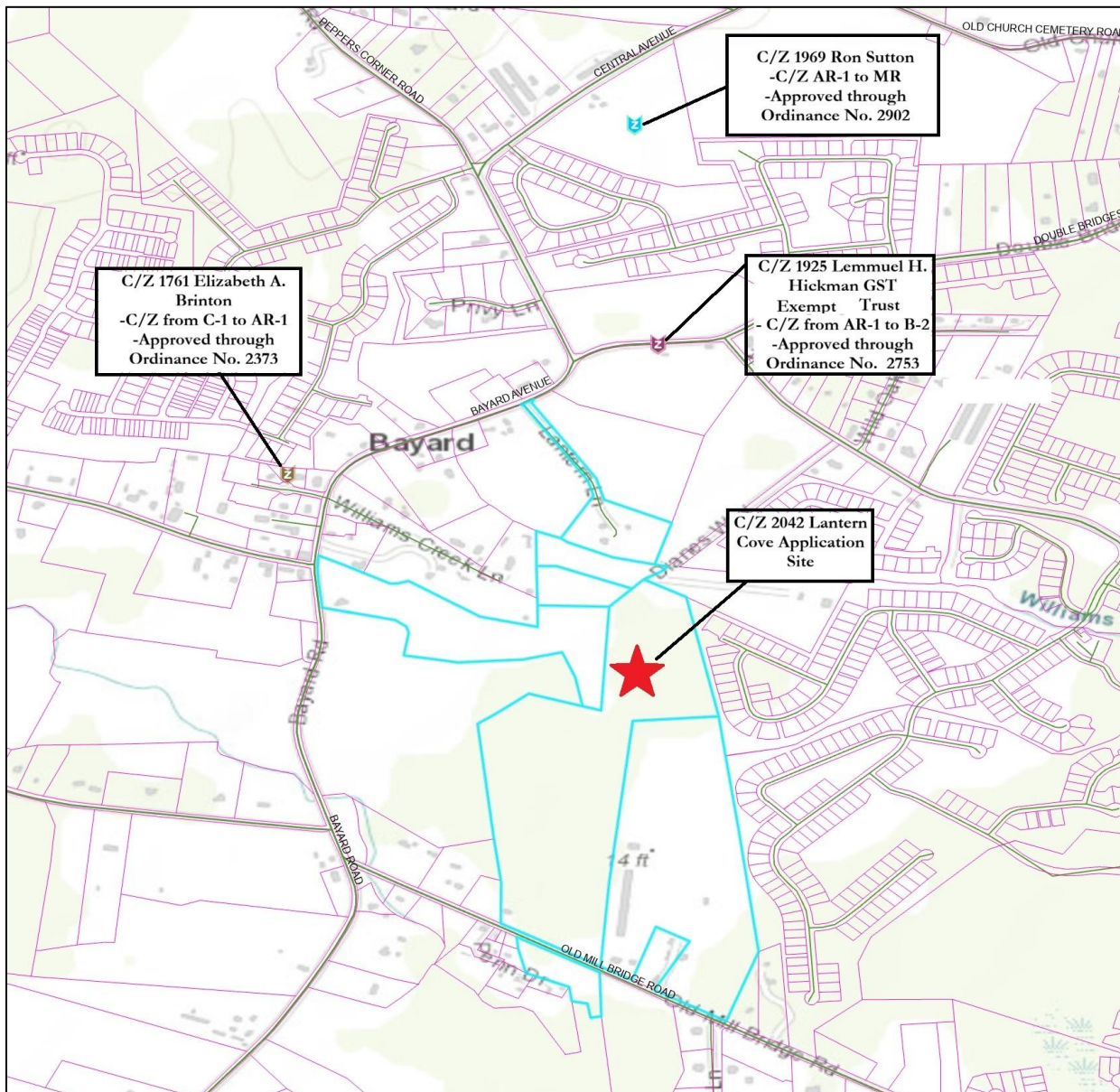
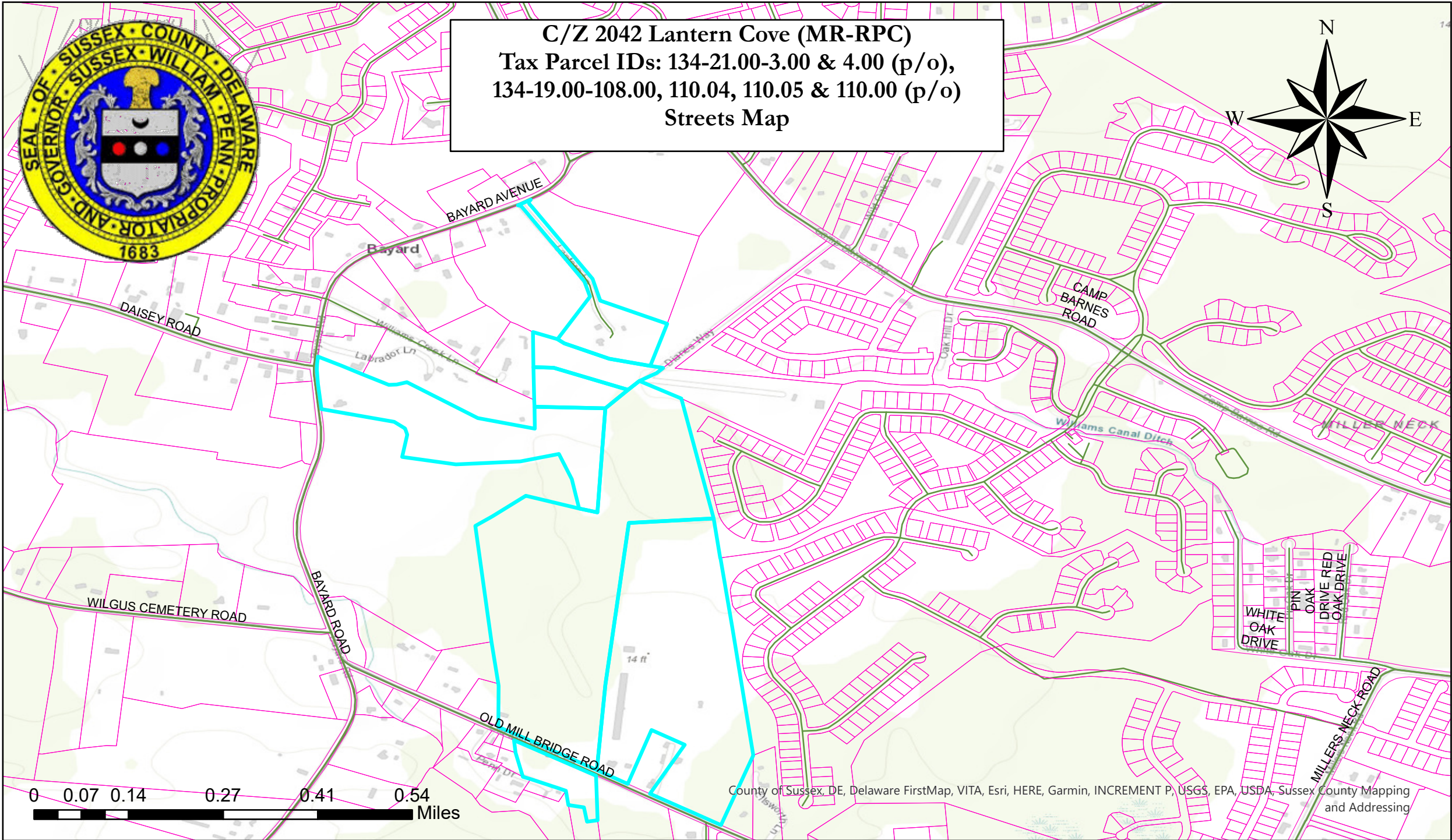
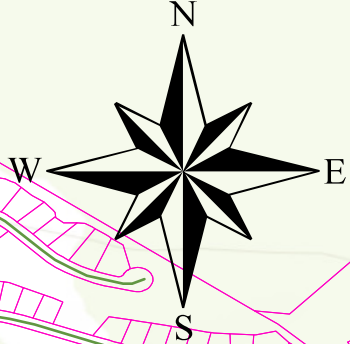
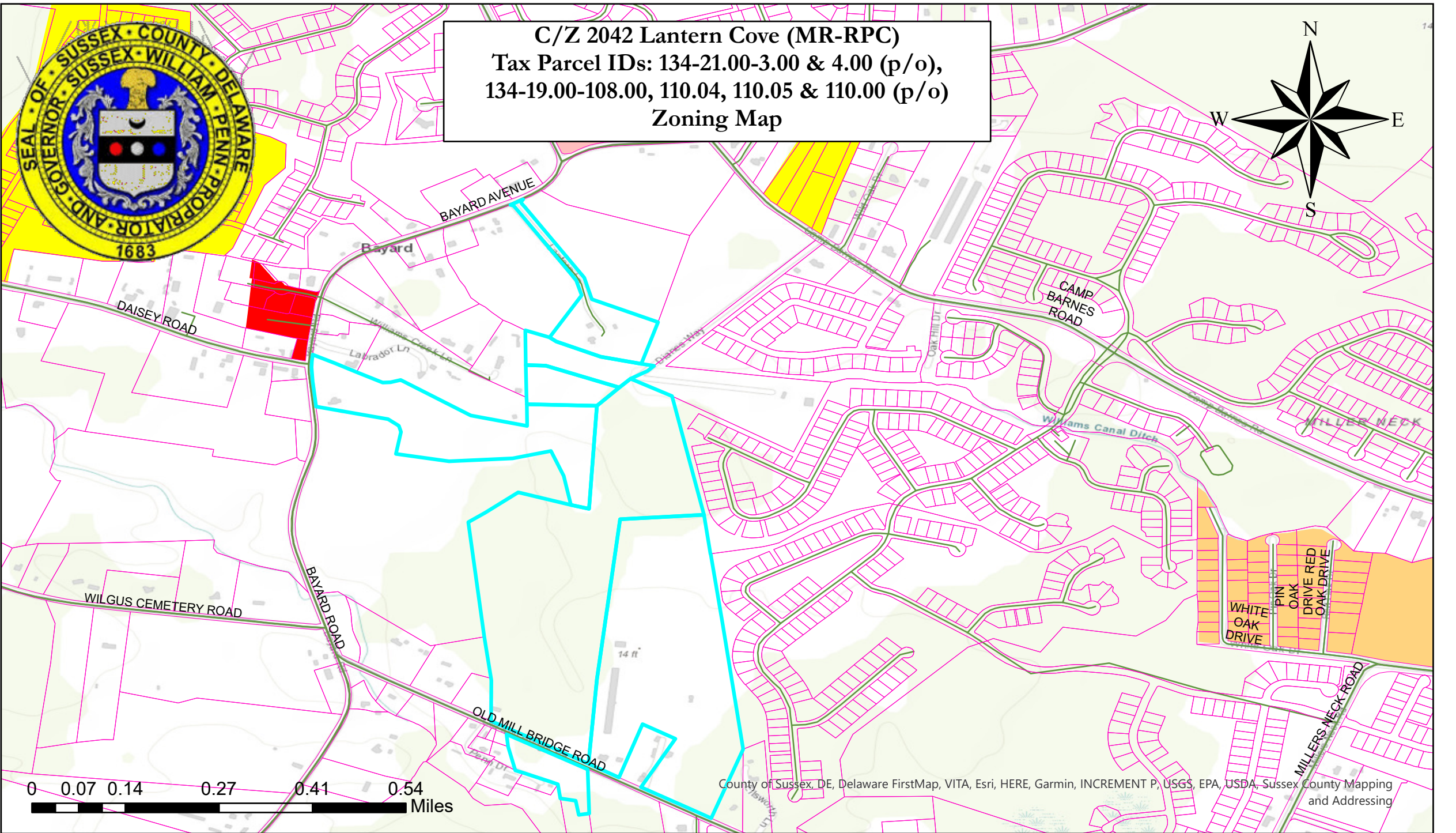


Exhibit “D” – Change of Zone Applications w/in a Vicinity of the Project Site

C/Z 2042 Lantern Cove (MR-RPC)
Tax Parcel IDs: 134-21.00-3.00 & 4.00 (p/o),
134-19.00-108.00, 110.04, 110.05 & 110.00 (p/o)
Streets Map



C/Z 2042 Lantern Cove (MR-RPC)
Tax Parcel IDs: 134-21.00-3.00 & 4.00 (p/o),
134-19.00-108.00, 110.04, 110.05 & 110.00 (p/o)
Zoning Map



C/Z 2042 Lantern Cove (MR-RPC)
Tax Parcel IDs: 134-21.00-3.00 & 4.00 (p/o),
134-19.00-108.00, 110.04, 110.05 & 110.00 (p/o)
Aerial Map



0 0.07 0.14 0.27 0.41 0.54 Miles

Microsoft, Vantor, Sussex County Mapping and Addressing, Esri, HERE, Garmin, iPC

Introduced: 7/14/26

Council District 4: Mr. Hudson

Tax I.D. Nos.: 134-19.00-108.00, 110.04, 110.05 & 110.00 (P/O) and 134-21.00-3.00 & 4.00 (P/O)

**911 Address: 35987 & 36159 Old Mill Bridge Road, 35379 Bayard Road, 35400 Lantern Lane,
Frankford**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR-RPC MEDIUM-DENSITY RESIDENTIAL-RESIDENTIAL PLANNED COMMUNITY DISTRICT (179 UNITS) FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 57.10 ACRES, MORE OR LESS

WHEREAS, on the 8th day of November 2024, a Zoning application, denominated Change of Zone No. 2042 was filed on behalf of NVR; and

WHEREAS, on the ____ day of _____ 2026, 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. 2042 be _____; and

WHEREAS, on the ____ day of _____ 2026, 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] and adding in lieu thereof the designation MR-RPC Medium-Density Residential – Residential Planned Community 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 north side of Old Mill Bridge Road (S.C.R. 381), the south and east sides of Bayard Road (Route 54/S.C.R. 384), and the south side of Lantern Lane, approximately 0.19-mile south of the intersection of Bayard Road (Route 54/S.C.R. 384) and Double Bridges Road (Route 54/S.C.R. 363), and being more particularly described in the attached legal description prepared by Morris James, said parcels containing 57.10 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.