

COUNTY COUNCIL

MICHAEL H. VINCENT, PRESIDENT
JOHN L. RIELEY, VICE PRESIDENT
CYNTHIA C. GREEN
DOUGLAS B. HUDSON
MARK G. SCHAEFFER



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

December 10, 2024

9:00 A.M.

Call to Order

Approval of Agenda

Public Interviews – Board of Assessment Review Candidates

Approval of Minutes - November 19, 2024

[Draft Minutes 111924](#)

Reading of Correspondence

Public Comments

Consent Agenda

1. **Use of Existing Wastewater Infrastructure Agreement – IUA 1190
Millville by the Sea (West Villages A-1 & C-1), Millville Area**
[Consent Agenda Millville by the Sea](#)
2. **Use of Existing Wastewater Infrastructure Agreement – IUA 1252
Woods at Angola Beach, Angola Neck Area**
[Consent Agenda Woods at Angola Beach](#)
3. **Use of Existing Wastewater Infrastructure Agreement
Delaware Electric Cooperative, South Greenwood Area**
[Consent Agenda Delaware Electric Cooperative](#)



Todd Lawson, County Administrator

1. **Associated Builders & Contractors Award Recognition**
2. **Appointment of Board of Adjustments and Appeals Members**
3. **Administrator's Report**

Mike Harmer, County Engineer

1. **Piney Neck Regional Wastewater Facility Diversion Transmission System Sussex County Project No. S20-31**

A. Recommendation for Award

B. Approval of Phase I Service Costs

[Piney Neck Regional WW Facility](#)

John Ashman, Director of Utility Planning & Design

1. **Permission to Prepare and Post Notices for Estuary Phase 6 (Showell Farm) Annexation into the Sussex County Unified Sanitary Sewer District (Miller Creak Area)**

[Permission Prepare & Post Notices Estuary Phase 6](#)

2. **Permission to Prepare and Post Notices for Delmarva Land Company Annexation into the Sussex County Unified Sanitary Sewer District (Dagsboro/Frankford Area)**

[Permission Prepare & Post Notices Delmarva Land](#)

3. **Permission to Prepare and Post Notices for Bay Oak Community Annexation into the Sussex County Unified Sanitary Sewer District (Angola Neck Area)**

[Permission Prepare & Post Notices Bay Oaks](#)

Hans Medlarz, Project Engineer

1. **Pintail Pointe, Project S21-16**

A. Change Order No. 1

[Pintail Pointe CO1](#)

2. **Artesian Wastewater Management, Inc.**

A. Consolidated Wastewater Services Agreement - Approval

[Artesian Consolidated Agreement](#)

3. **South Coastal WRF Treatment Process Upgrade No. 3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2**

A. M.F. Ronca – Change Order 35 – Inland Bays Clarifier Modified

B. Change Orders 36.1 and 36.2 – Unit Cost Balancing for both Projects

[South Coastal WRF CO35 & CO36.1 & 36.2](#)

10:15 a.m. Public Hearings

1. **“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$4,631,363 OF GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH BRIARWOOD ESTATES PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”**

[Public Hearing Briarwood Estates](#)

2. **“AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$2,413,059 OF GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH INCREASED COSTS ASSOCIATED WITH THE WINDING CREEK VILLAGE WATER DISTRICT PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”**

[Public Hearing Winding Creek Village](#)

3. **“AN ORDINANCE TO AMEND CHAPTER 103, ARTICLE VI (“LODGING TAX”) OF THE CODE OF SUSSEX COUNTY TO INCLUDE THE IMPOSITION OF A LODGING TAX OF THREE PERCENT (3%) OF THE RENT FOR SHORT-TERM RENTALS IN THE UNINCORPORATED AREAS OF SUSSEX COUNTY IN ACCORDANCE WITH 9 DEL. C. § 8112(c) AND 30 DEL. C. § 6201”**

[Public Hearing Short-Term Rental](#)

10:30 a.m. Public Hearings

1. **[Ordinance No. 24-05 Chapter 99-9\(C\) Subdivision Design Criteria](#)**

“AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE II, SECTIONS 99-9, “PUBLIC HEARING ON PRELIMINARY PLAT APPROVAL OR DISAPPROVAL” OF THE CODE OF SUSSEX COUNTY REGARDING DESIGN CRITERIA FOR ALL SUBDIVISIONS”

[Public Hearing Subdivision Design Criteria](#)

2. **[Ordinance No. 24-06 Open Space](#)**

“AN ORDINANCE TO AMEND CHAPTER 99, ARTICLES I, III & IV, SECTIONS 99-5 “DEFINITIONS”, 99-21, “PUBLIC SITES AND OPEN SPACES”, §99-23 “PRELIMINARY PLAT REQUIREMENTS” AND CHAPTER 115, ARTICLES I & XXVIII, SECTION 115-4 “DEFINITIONS AND WORD USAGE” AND §115-220 “PRELIMINARY SITE PLAN REQUIREMENTS” OF THE CODE OF SUSSEX COUNTY REGARDING OPEN SPACE”

[Public Hearing Open Space](#)

Grant Requests

1. **Southern Delaware Therapeutic and Recreational Horseback Riding Inc. for their Equine Program for Veterans**

[Southern DE Therapeutic & Recreational Horseback Riding](#)

2. **Tether Foundation for their Camp Abilities Delaware program**

[Tether Foundation](#)

3. **Sussex County Rotary Can-Do Playground, Inc. for their Can-Do Playground at Hudson Park**
[Sussex County Rotary](#)
4. **Children’s Beach House, Inc. for Out of School Time support**
[Children's Beach House](#)
5. **Greater Lewes Foundation for their 4th Annual Rally for Our First Responders event**
[The Greater Lewes Foundation](#)
6. **CAMP Rehoboth for their Health and Wellness in the community effort**
[CAMP Rehoboth](#)
7. **Sussex County Land Foundation, Inc. for their Dogfish Dash sponsorship**
[Sussex County Land Trust](#)
8. **Town of Laurel for their 4th of July Fireworks Display**
[Town of Laurel](#)
9. **Slaughter Neck Community Action Organization for their Senior Center**
[Slaughter Neck Community Action Organization](#)
10. **New Coverdale Outreach Mission, Inc. for their Thanksgiving project**
[New Coverdale Outreach Mission Inc](#)
11. **Kim and Evans Family Foundation, Inc. for their Paint the Town Red – Celebration and Dance event**
[Kim and Evans Foundation, Inc](#)
12. **Community Resource Center, Inc. for their Safe Harbor Day Shelter**
[Community Resource Center, Inc.](#)
13. **Eastern AFRAM Festival, Inc. for their AFRAM festival and Dr. King celebration**
[AFRAM Festival Inc](#)
14. **Seaford Historical Society for their milestone & grinding stones signage**
[Seaford Historical Society](#)

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Executive Session - Personnel, Pending & Potential Litigation & Land Acquisition pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session Items

Recess

1:30 p.m. Public Hearings

1. **[Conditional Use No. 2457 filed on behalf of JBM Petroleum Service, LLC](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL BUSINESS TO SERVICE GAS STATIONS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.29 ACRES, MORE OR LESS” (property lying on the northeast side of Clendaniel Pond Road [Rt. 38] approximately 0.50 mile southeast of Greentop Road [S.C.R. 225]) (911 Address: 8913 Clendaniel Pond Road, Lincoln) (Tax Parcel: 230-6.00-20.02)

[Public Hearing CU2457](#)

2. **[Conditional Use No. 2490 filed on behalf of Mason Hayes](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR MULTIFAMILY DWELLINGS (5 UNITS) TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.45 ACRES, MORE OR LESS” (property lying on the northeast side of Lincoln Street, and the south side of Jefferson Street [Rt. 1B], at the intersection of Lincoln Street and Jefferson Street within the Rehoboth Manor subdivision) (911 Address: 20455 Lincoln Street, Rehoboth Beach) (Tax Map No. 334-19.08-164.00)

[Public Hearing CU2490](#)

3. **[Conditional Use No. 2545 filed on behalf of J. G. Townsend Jr. & Co.](#)**

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR AN AMENDMENT OF CONDITION "H" AND THE AMENDMENT/DELETION OF CONDITION "R" CONTAINED WITHIN CONDITIONAL USE NO. 2359 (ORDINANCE NO. 2964) REGARDING THE REQUIREMENTS FOR LANDSCAPING, AND FOR THE INSTALLATION OF GATES ON STOCKLEY BLVD BETWEEN THE GOVERNORS COMMUNITY AND THE PROPOSED COTTAGES, TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 25.56 ACRES, MORE OR LESS” (property lying on the east side of Kings Highway [Rt. 9] and the south side of Gills Neck Road [S.C.R. 267] at the intersection of Kings Highway [Rt. 9] and Gills Neck Road [S.C.R. 267]) (911 Address: 16673 Kings Highway, Lewes) (Tax Parcel: 335-12.00-3.00 [p/o])

[Public Hearing CU2545](#)

4. [Conditional Use No. 2543 filed on behalf of Toney Floyd & Charletta Speaks-Floyd](#)

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A COMMERCIAL HAULING, GOODS AND MATERIALS DELIVERY SERVICES, AND DRIVEWAY INSTALLATION BUSINESS TOGETHER WITH STORAGE OF VEHICLES, EQUIPMENT, AND MATERIALS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.31 ACRES MORE OR LESS” (property lying on the northeast side of Hersel Davis Road approximately 0.42-mile northeast of Oak Orchard Road [Rt. 5]) (911 Address: 32404 Hersel Davis Road, Millsboro) (Tax Map Parcel: 234-29.00-274.02)

[Public Hearing CU2543](#)

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on December 3, 2024 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://sussexcountyde.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://sussexcountyde.gov/agendas-minutes/county-council>.

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, NOVEMBER 19, 2024

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, November 19, 2024, at 12:30 p.m., in Council Chambers, with the following present:

Michael H. Vincent	President
John L. Rieley	Vice President
Douglas B. Hudson	Councilman
Mark G. Schaeffer	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore	County Attorney

The Invocation and Pledge of Allegiance were led by Mr. Vincent.

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 583 24
Approve
Agenda**

A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, to approve the agenda as presented.

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

Minutes

The minutes of the November 12, 2024, meeting were approved by consent.

**Correspond-
ence**

There was no correspondence.

There were no public comments.

**Public
Comments**

Mr. Lawson presented the proposed 2025 Council Meeting schedule and Holiday schedule for Council's consideration.

**2025
Schedule**

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, be it moved that the County Council approves the 2025 meeting schedule and holiday schedule as presented.

**M 584 24
Approve
2025
Schedule**

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Adminis-
trator's**

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

Report

1. Caroling on The Circle

A reminder that the annual Caroling on The Circle program will take place on Thursday, December 5th, at 6:00 p.m. in front of the Sussex County Courthouse. This is a free event sponsored by the Sussex County Council each year. Everyone is welcome and encouraged to attend, and to bring a food item for the less fortunate if they can afford to do so. For those wishing to make a monetary donation, the County has partnered this year with the Food Bank of Delaware. Visit give.fbd.org/caroling to make an online donation. The “Pack the Pod” food drive campaign will remain in full swing until the end of December. For the night of Caroling on The Circle, we are once again partnering with the Georgetown Chamber of Commerce, which sponsors the Georgetown Christmas parade. Following Caroling on The Circle, the Town will hold its tree lighting before the parade steps off at 7:00 p.m. We invite the public to attend this fun-filled, festive evening.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, the following projects have received Substantial Completion: Heritage Shores – Villas at Bridgeville – Phase 5E (Construction Record) and Sandpiper Cove (FKA Cobb Property) – Phase 2 (Construction Record) both effective October 30th

3. Delaware State Police Activity Report

The Delaware State police year-to-date activity report for October 2024 is attached listing the number of violent crime and property crime arrests, as well as total traffic charges and corresponding arrests. In addition, DUI and total vehicle crashes investigated are listed. In total, there were 191 troopers assigned to Sussex County for the month of October.

4. Holiday and Council Meeting Schedule

Council will not meet on Tuesday, November 26th, during the week of Thanksgiving. County offices will be closed on Thursday, November 28th, and Friday November 29th, for the Thanksgiving holiday and will reopen on Monday, December 2nd, at 8:30 a.m.

Please also note that Council will not meet on Tuesday, December 3rd. The next regularly scheduled Council meeting will be held on December 10th at 10:00 a.m.

**Adminis-
trator's
Report
(continued)**

5. County Holiday and Employee Appreciation Luncheon

The County's Holiday and Employee Appreciation Luncheon will take place on Friday, December 6, 2024, at the Crossroad Conference Center. County offices will close at 12:00 p.m. on December 6th and will reopen on Monday, December 9th, at 8:30 a.m. The public is asked to plan accordingly during this time, and we appreciate the public's understanding.

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

**Public
Comments**

Mr. Gregg Lindner thanked County staff for their help with a project that occurred in his community.

**Fourth
Quarter
Shining Star**

Karen Brewington, Human Resources Director presented the fourth quarter employee recognition awards. She reported that 43 submissions were received for this quarter. The following people were selected as the winners Danielle Lones, Alberta Johnston and Oana Sofronie.

**Wolfe Neck
CO No. 2**

Mike Harmer, County Engineer presented change order no. 2 for the Wolfe Neck RWF electrical service & switchgear replacement for Council's consideration.

**M 585 24
Approve CO
No. 2/Wolfe
Neck**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, be it moved based upon the recommendation of the Sussex County Engineering Department that change order no. 2 for contract S24-09, Wolfe Neck RWF electrical service & switchgear replacement, electrical construction be approved increasing the contract by \$6,102.82.

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Long Neck
Sewer**

Hans Medlarz, Project Engineer presented a final balancing change order and substantial completion for the Long Neck sewer project for Council's consideration.

**M 586 24
Approve
Final CO &
Substantial
Completion/
Long Neck**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, be it moved based upon the recommendation of the Sussex County Engineering Department that change order no. 3 for contract S21-10, Long Neck Communities, be approved, for a decrease of \$748,897.05 and that substantial completion be granted effective August 21, 2024, with any held retainage released in accordance with the contract documents, contingent upon SRF concurrence.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Grant

Requests

Mrs. Jennings presented grant requests for Council's consideration.

**M 587 24
Downtown
Seaford
Association**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to give \$1,250 (\$1,250 from Mr. Vincent's Councilmanic Grant Account) to the Downtown Seaford Association for their annual Christmas parade.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

**M 588 24
Good
Samaritan
Aid
Organiza-
tion, Inc.**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to give \$1,000 (\$1,000 from Mr. Vincent's Councilmanic Grant Account) to Good Samaritan Aid Organization, Inc. for their annual Christmas basket/toy outreach.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

**M 589 24
Cape
Henlopen
High School
Boys
Basketball
Boosters
Club**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to give \$750 (\$750 from Mr. Schaeffer's Councilmanic Grant Account) to Cape Henlopen High School Boys Basketball Boosters Club, Inc. for their beach bash tournament.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

**M 590 24
Historical
Georgetown
Association**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give \$2,500 (\$2,500 from Mr. Rieley's Councilmanic Grant Account) to Historical Georgetown Association for their preservation and restoration of historical structures.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Vincent, Yea

M 591 24 **A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to give \$1,500 (\$1,500 from the Countywide Youth Grant Account) to Optimist International Foundation for their essay contest and youth appreciation.**
Optimist International Foundation **Motion Adopted: 4 Yeas, 1 Absent**

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

M 592 24 **A Motion was made by Mr. Hudson, seconded by Mr. Rieley to give \$1,000 (\$1,000 from Mr. Hudson’s Councilmanic Grant Account) to the Indian River School District for Lord Baltimore Elementary SRO.**
Indian River School District

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

Proposed Ordinance Introduction **Mr. Vincent introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT AND AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A RETAIL STORE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 3.07 ACRES, MORE OR LESS” filed on behalf of Kabir Corporation – c/o Dhruv Patel & Shaileshkumar Patel.**

Mr. Hudson introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A WAREHOUSE, OFFICE, INDOOR AND OUTDOOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.95 ACRES MORE OR LESS” filed on behalf of Jose Hernandez Perez.

The Proposed Ordinances will be advertised for a public hearing.

CM
Comments **There were no Council Member comments.**

M 593 24 **At 12:55 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to recess the Regular Session and go into Executive Session to discuss matters relating to land acquisition.**
Go Into Executive Session

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Executive Session At 1:01 p.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room to discuss matters related to land acquisition. The Executive Session concluded at 1:19 p.m.

M 594 24 Reconvene At 1:30 p.m., a Motion was made by Mr. Hudson, seconded by Mr. Rieley to come out of Executive Session back into Regular Session.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

M 595 24 E/S Action/ Parcel 2024-S A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer to authorize the County Administrator to negotiate, enter into a contract and proceed to closing on a parcel identified as 2024-S.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea

Rules Mr. Moore read the rules of procedure for public hearings.

Public Hearing/ CZ2022 & CU2528 A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR MEDIUM-DENSITY RESIDENTIAL DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.26 ACRES, MORE OR LESS” (property lying on the south side of Conleys Chapel Road [S.C.R. 280B], 0.2 mile east of Beaver Dam Road [Rt. 23]) (911 Address: 30764 Conleys Chapel Road, Lewes) (Tax Map Parcel: 234-11.00-75.01 [p/o]) filed on behalf of Holdren LLC.

The Planning & Zoning Commission held a Public Hearing on the application on October 9, 2024. At the meeting of October 23, 2024, the Planning & Zoning Commission recommended approval of the application for the 6 reasons as outlined within the motion.

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

**Public
Hearing/
CZ2022 &
CU2528
(continued)**

1 AGRICULTURAL RESIDENTIAL DISTRICT FOR INDOOR STORAGE OF WATERCRAFT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.26 ACRES, MORE OR LESS” (property lying on the south side of Conleys Chapel Road [Rt. 280B], 0.2 mile east of Beaver Dam Rd. [Rt 23]) (911 Address: 30764 Conleys Chapel Road, Lewes) (Tax Map Parcel: 234-11.00-75.01 [p/o]) filed on behalf of Holdren LLC.

The Planning & Zoning Commission held a Public Hearing on the application on October 9, 2024. At the meeting of October 23, 2024, the Planning & Zoning Commission recommended approval of the application for the 7 reasons stated and subject to the 7 recommended conditions as outlined.

The Council found that Ms. Mackenzie Peet, Esq., of Saul Ewing, LLP, spoke on behalf of the applicant, Holdren, LLC that they are seeking a Change in Zone to down zone a portion of the property from a MR Medium Density to an AR-1 Agricultural Residential to allow a Conditional Use to allow for indoor storage of watercraft on an existing 7,500 sq. foot pole building; that representatives of Holdren, LLC, a family owned business were present today; that Dillan Holdren and his father, Robert Holdren were present along with Robert Palmer, P.E., President of Beacon Engineering; that the site is located near the intersection of Beaver Dam and Conley’s Chapel Rd., where one of the Holdren family members lives in the front of the property and has a pole building in the rear; that the family runs Dewey Beach Water Sports, which is a watercraft shop in Dewey; that this pole building was constructed in the hopes of storing the watercrafts in the off season; that watercraft is stored in season in the bay and then removed from the bay in early September and stored in the pole building in the office season; that the proposal is to store 30 jet skis, 14 boats along with watercraft trailers inside the existing pole building; that they are seeking to store jet ski floating docks outside between the detached garage and pole building; that this is a violation case from the Constables for storage of watercrafts on site; that the Holdren’s were not aware that they needed a permit outside of the building permit to store the watercraft within the building; that being in an MR zoning a Conditional Use cannot be permitted which entails the reason behind the Change in Zone and the Conditional Use applications; that this site is in the Designated Growth Area and Coastal Area where AR-1 is an applicable zoning district; that this falls under recreational tourism; that this family business has been servicing not only locals, but tourists in the area for years; that the Code provides that property owners in each zoning district can undertake certain uses of their property by right, while certain uses are prohibited outright and others are allowed up receipt of a conditional use approval; that the use is a semi-public use directly connected with a public use which contributes to and benefits our local economy and ecotourism; that traffic is minimal; that they plan to use vegetative buffers around the building, the hours of operation will be limited and during day light only; that they will be moving watercrafts to and from at the beginning and the end of the season; that there are three requests to amend the conditions

Public Hearing/ CZ2022 & CU2528 (continued) provided by the Planning & Zoning Commission; that condition A describing the use, condition C concerning maintenance and condition F concerning storage of hazardous materials; that the recommended changes were reviewed; that the neighbors have not complained about the application; that the applicant wishes to do oil changes on site.

There were no public comments.

The Public Hearing and public record were closed.

M 596 24 Adopt Ordinance No. 3057/ CZ2022 A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer to Adopt Ordinance No. 3057 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR MEDIUM-DENSITY RESIDENTIAL DISTRICT TO AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.26 ACRES, MORE OR LESS” for the reasons given by the Planning & Zoning Commission as follows:

1. The property is currently a large lot. The applicant is requesting this change in Zone to AR-1 so that a conditional use can be sought to allow the applicant to store boats associated with its business on the property. The primary use of the property will remain residential. This type of conditional use is not possible in the MR-1 Zoning District.
2. Downzoning this property to AR-1 is consistent with the Sussex County Comprehensive Plan and its Future Land Use Map.
3. The purpose of this downzoning is to enable a conditional use for the off-season storage of watercraft and boats associated with the applicant’s business. There will not be any public access, and the use will not have an adverse impact on the neighborhood. The applicant will continue to reside on the property and the storage use will be a passive use in the off-season.
4. Should the conditional use not be approved, or should it expire, the AR-1 zoning will remain in place, which is a less-intensive zoning district than the MR District.
5. There was no opposition to this application.
6. For all of these reasons, the rezoning of this property from MR to AR-1 is appropriate.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea; Mr. Hudson, Yea; Mr. Rieley, Yea; Mr. Vincent, Yea

M 597 24 **A Motion was made by Mr. Rieley, seconded by Mr. Hudson to amend**
Amend **Condition A to read as follows: “The use shall be limited to indoor storage of**
Condition A/ **watercraft and watercraft trailers except for outdoor jet ski floating dock**
CU2528 **storage which shall be limited to the outside storage area sheltered between**
 the existing detached garage and pole building. The use shall only occupy a
 0.87-acre portion of the entire property, and that 0.87-acre area shall be
 shown on the Final Site Plan. No other storage of vehicles, boats, watercraft
 or equipment shall occur on the site”.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
 Mr. Hudson, Yea; Mr. Rieley, Yea;
 Mr. Vincent, Yea

M 598 24 **A Motion was made by Mr. Rieley, seconded by Mr. Hudson to amend**
Amend **Condition C to read as follows “No maintenance of watercraft shall occur on**
Condition C/ **the site, except for limited maintenance and repair services that can be**
CU2528 **reasonably performed onsite. These services may include minor maintenance**
 tasks such as battery replacement, oil changes, tire changes, and minor trailer
 repairs, such as to tongues or hitches, and watercraft pressure washing. Such
 maintenance service shall not require extensive equipment or facilities available
 only at a designated repair facility. All minor maintenance or repairs shall be
 performed either indoors or on an impervious surface on the site”.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
 Mr. Hudson, Yea; Mr. Rieley, Yea;
 Mr. Vincent, Yea

M 599 24 **A Motion was made by Mr. Rieley, seconded by Mr. Hudson to amend**
Amend **Condition F to read as follows “No hazardous materials or fuel shall be stored**
Condition F/ **on the site, except for limited quantities necessary for routine maintenance,**
CU2528 **such as oil changes, other than what may be in the tanks of watercraft and**
 vehicles located on the site. All oil and hazardous materials shall be handled
 and property disposed of in accordance with industry practices, including the
 use of spill containment systems and proposed disposal methods”.

Motion Adopted: 4 Yeas, 1 Absent

Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
 Mr. Hudson, Yea; Mr. Rieley, Yea;
 Mr. Vincent, Yea

M 600 24 **A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer to Adopt**
Ordinance No. 3058 entitled “AN ORDINANCE TO GRANT A
CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL

**Adopt
Ordinance
No. 3058/
CU2528**

RESIDENTIAL DISTRICT FOR INDOOR STORAGE OF WATERCRAFT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.26 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows and as amended by this Council:

- 1. The Applicant operates a boat and watercraft rental business in Dewey Beach. The Applicant seeks approval for this conditional use to allow the indoor storage of its watercraft and boats in the off season at its residential property along Conleys Chapel Road.**
- 2. The Applicant’s family will continue to reside at the property and the indoor storage will occur in an existing pole building at the rear of the property. This is an appropriate, convenient location that addresses the need for off-site storage of the Applicant’s boats and watercraft.**
- 3. The Applicant has stated that there will be no public access to the facility. Also, the facility will only create traffic at the beginning or ending of each summer season when the boats and watercraft are hauled in or out of the water. As a result, the use will not have a substantial impact upon area roadways.**
- 4. The project, with the conditions and stipulations imposed upon it, will not have an adverse impact upon the neighboring properties or community.**
- 5. Tourism is a significant part of the Sussex County economy, and the boat and watercraft rental business promotes tourism. As a result, the use as a boat and watercraft storage facility is of a public or semi-public character and is desirable for the general convenience and welfare of residents and visitors to this area of Sussex County.**
- 6. No parties appeared in opposition to this Application.**
- 7. This recommendation for approval is subject to the following conditions:**
 - a. The use shall be limited to indoor storage of watercraft and watercraft trailers except for outdoor jet ski floating dock storage which shall be limited to the outside storage area sheltered between the existing detached garage and pole building. The use shall only occupy a 0.87-acre portion of the entire property, and that 0.87-acre area shall be shown on the Final Site Plan. No other storage of vehicles, boats, watercraft or equipment shall occur on the site.**
 - b. The facility shall not be accessible to the public.**
 - c. No maintenance of watercraft shall occur on the site, except for limited maintenance and repair services that can be reasonably performed onsite. These services may include minor maintenance tasks such as battery replacement, oil changes, tire changes, and minor trailer repairs, such as to tongues or hitches, and watercraft pressure washing. Such maintenance service shall not require extensive equipment or facilities available only at a designated**

**M 600 24
Adopt
Ordinance
No. 3058/
CU2528
(continued)**

- repair facility. All minor maintenance or repairs shall be performed either indoors or on an impervious surface on the site.
- d. Any security lighting shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.
 - e. The use shall be subject to any DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to the site.
 - f. No hazardous materials or fuel shall be stored on the site, except for limited quantities necessary for routine maintenance, such as oil changes, other than what may be in the tanks of watercraft and vehicles located on the site. All oil and hazardous materials shall be handled and properly disposed of in accordance with industry practices, including the use of spill containment systems and proposed disposal methods.
 - g. The final site plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU2454**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 309.6 ACRES, MORE OR LESS” (property lying on northwest side of Shiloh Church Road [Rt. 74] approximately 0.38 mile west of East Trap Pond Road [Rt. 62]) (911 Address: N/A) (Tax Map Parcel: 232-8.00-44.01) (Zoning: AR-1 [Agricultural Residential District]) filed on behalf of H&K Group LLC.

The Planning & Zoning Commission held a Public Hearing on the application on October 9, 2024. At the meeting of November 13, 2024, the Planning & Zoning Commission recommended approval of the application for the 10 reasons stated and subject to the 18 recommended conditions as outlined.

Mr. Moore stated that he has not represented this applicant, however, he has represented the landowner. He contacted Mr. Robertson to handle the hearing, however, he was not available. He added that he has no vote in the matter, if there are questions regarding legal matters, he requested they be directed to Mr. Robertson.

The Council found that Mr. David Hutt, Esq., of Morris James, LLP, spoke on behalf of the applicant, H&K Group who lease the property that is the subject of the application; that he distributed the traffic analysis that was

**Public
Hearing/
CU2454
(continued)**

completed; that the applicant is a Pennsylvania corporation; that they joined with George & Lynch and formed River Asphalt, LLC that has two locations in Sussex County; that a background of the property was provided; that the entire property is 309.6+/- acres, but only 269+/- acres are in question for this application; that the borrow pit area is 195.83 acres; that this is an application for a borrow pit off of Shiloh Church Rd; that the forest has a planting pattern; that the property is located within a AR-1 Zoning district and is a low density area on the Future Land Use Map; that the 2015 state strategies map identifies this property as being in Investment Level 4 area; that this means that important materials can be mined from this rural area to help support development in investment levels where there is a greater deal of population and intense uses; that this area of Sussex County is rich in natural resources; that there are 7 other borrow pit operations in this area; that the entrance is from Shiloh Church Road; that the actual processing area will be approximately 1,000 feet off of Shiloh Church Road; that there are wetlands that run along Beaver Dam Branch and basically bisects the property; that the Army Corp of Engineers will facilitate the crossing of any of the wetlands; that with this type of Conditional Use there are several special requirements that must be followed under Section 115-172 subsection B; that there are 6 special conditions that will be followed:

- 1. No material may be brought into the site for processing, mixing or similar purposes.**
- 2. The excavation be controlled to offer reasonable protection to surrounding properties to include odors, dust, etc.**
 - a. The entranceway will be paved to reduce noise and dust.**
 - b. There will be a gated entranceway at Shiloh Church Rd. The Planning Commission recommended that be at least 50 feet from Shiloh Church Rd., the applicant is proposing the area be 100 feet.**
 - c. Water trucks will be available to control dust issues.**
 - d. The proposed hours of operation will be Monday through Friday 6:00 a.m. – 6:00 p.m. and Saturday 6:00 a.m. – 2:00 p.m. with no Sunday hours. The Planning Commission changed the hours recommending 7:00 a.m. to 5:00 p.m. 6 days a week with no Sunday hours. The hours of operation recommended by the Planning Commission are acceptable to the applicant.**

The applicant filed a service evaluation level request with DelDOT; that they indicated that the impact on traffic would be less than 50 vehicle trips in any hour and less than 500 vehicle trips per day; that due to the concerns expressed during the Planning Commission hearing relating to traffic, the applicant reached out to have a traffic analysis completed; that a professional traffic operation engineer performed the study; that Mr. Wilson who performed the study also has a road safety professional level 1 certification; that the traffic conditions here do not warrant a traffic impact study; that based on the concerns raised during the Planning Commission hearing, a traffic analysis was prepared.

**Public
Hearing/
CU2454
(continued)**

The Council found that Mr. Carl Wilson, a traffic engineer with the Traffic Group came forward; that the traffic analysis was prepared for the site; that they looked at the adjacent intersections to the east from the site and to the west, the nearest intersection was Johnson Road about 2 miles away; that on October 30th, counts were collected; that they were collected by the use of video camera; that a classification count was completed on Shiloh Church Road for a week to determine the amount of traffic that travels the road well as classification; that DelDOT showed the average traffic for Shiloh Church Road to be about 2,300; that they calculated about 2,600 so it is pretty consistent with DelDOT's numbers; that an existing level of service evaluation was completed at the two adjacent intersection; that the peak level volumes will be very low for this site, approximately 19 trips; that they looked at other borrow pit operations in Sussex County; that Shiloh Church Road is classified as a minor collector road; that it has about 24 feet of pavement width; that there is one other borrow pit on a minor collector road that has similar features.

Mr. Vincent expressed concerns for the ability of the road to hold up over a period of time holding dump trucks rather than cars. Mr. Wilson replied that 80-90 percent of the vehicles are cars and pick-up trucks. There is also about 3 percent trips that are class 8 and 9 which are the larger trucks. He understands that this is going to be primarily smaller dump trucks. Mr. Vincent added that there is no shoulder on the road, and it is a heavily farmed area.

Mr. Wilson explained that a minor collector is a road that typically connects local roads; that the higher classifications are to move traffic at a higher speed over longer distances; that he believes that this is a safe location for a borrow pit; that the other borrow pits are mostly located on higher classified roads than this; that there are several that are located along local roads; that majority of the borrow pits are on local or minor collector roads; that most of the other roads do not have accelerating or decelerating lanes which indicates that DelDOT indicated that they are not warranted for a borrow pit.

Mr. Hutt stated that the third of the special criteria factor was:

3. The location of the excavation will be done in relation to the water table and the side slopes of the pit, and the processing area will be more than 80ft from all property lines. The Planning Commission's recommendation included that there would be a bench at the 10ft level and then continue on with the 3 to 1 side slope down to the bottom.

There would be no wetlands disturb as part of this; that the property is located within zone X on the flood zone map; that the next factor is:

**Public
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CU2454
(continued)**

- 4. The burrow pit needs to be surrounded by a landscaped unexcavated buffer strip of open space with a minimum distance of 100ft from a street line and a minimum of 50 feet from all other property lines.**

The plans show a 50 foot landscape buffer around the entire pit; that there is a 30 feet area between that the landscape buffer and the edge of the pond; that the next factor is:

- 5. The burrow pit shall be at least 200 feet from any dwelling on the property of other ownership.**

That there is an abandoned home about 230 feet from the entrance; that the nearest occupied home is about 750 feet from the entrance; that on Shiloh Church Road, the closest a person would live is 1,700 feet; that on Beaver Dam Branch the nearest neighbor is 3,000ft. away; that on Sycamore Road, the closest neighbor is 2,300 feet away; that along East Trap Pond Road, the closes neighbor is 2,000 feet away; that the next condition is:

- 6. There are various requirements for existing conditions, proposed excavation areas, reclamation areas and approvals from various agencies.**

The reclamation plan for this property is that upon completion, this will be a wildlife pond for fish and fowl; that Chapter 115 talks about conditional use and certain uses being permitted by a Conditional Use because the use is a public or semi-character and requires the exercise of planning judgement regarding location and site plan; that the location of this property is ideal for this proposed use; that this is located in a wooded area; that all surrounding properties are very large parcels; that the fundamental need and use of aggregates demonstrates the semi-public or public nature of this burrow; that it was shown what a person needs regarding minerals during the course of their lifetime; that there is a large need for aggregates in this area; that it unknown if this will all stay in Delaware; that there are 11 letters of support that were submitted; that there were concerns raised about traffic; that the information that Mr. Wilson provided in the traffic analysis and his testimony is given weight under the law than the thoughts and opinions of lay people; that some things have professional expertise with them regarding calculations for traffic and stormwater management; that we have heard from DelDOT and Mr. Wilson regarding traffic and their testimony is consistent; that the Deputy State Forester reached out to Mr. Whitehouse after the Commission hearing; that Mr. Hutt spoke with the Deputy State Forester regarding this property being enrolled in the CFPA (commercial forest plantation act) program; that it provides a property tax benefit to a property owner that is enrolled in the property; that there are trees planted and harvested on this site on an annual basis; that Mr. Ellis, the property was not aware of the program when he purchased the property; that after reviewing the files, nobody could locate where there was any notice from the seller regarding the property's enrollment in the CFPA program; that you

**Public
Hearing/
CU2454
(continued)**

can unenroll yourself from the program; that there are rollback taxes when that occurs; that after completing the research, the property owner withdrew his program from the program; that the applicants proposes that the Council add a condition; that the new condition would state “The Final Site Plan shall not be approved until the area of the borrow pit has been removed from any enrollment in the commercial forest plantation program (Title 3, Chapter 26 of the Delaware Code) and any rollback taxes due have been paid.”; that there was reference to the denial of a borrow pit that occurred by this Council; that the Planning Commission recommended approval for CU2300 for a borrow pit but was later denied by this Council; that when voted on for denial, Mr. Hudson provided his reasons; that one of his statements was that while there is a need for dirt, sand and gravel, there are better locations for borrow pits in more rural areas in the County that will not have an impact on homes or community use properties like the adjacent recreational fields that are next door to this property; that this application addresses those points almost point by point; that this is a rural location; that this is a minor collector with traffic capacity; that there are no community use properties located nearby or adjacent to the property; that the location is surrounding by woods, large parcels and the nearest home greatly exceeds the 100 feet requirement; that the applicant requests that Council adopts the recommendation given by the Planning Commission with the addition of Condition S.

Mr. Rieley questioned the impact it would have on irrigation in the area.

Mr. Vincent questioned what would power the dredge.

Public comments were heard.

Mr. Jerry Marbel spoke in opposition to the application; that the traffic counter was there for three days; that as soon as the counter was gone, the traffic increased; that the road has been resurfaced more than one time on just the traffic now; that he has seen skid markets from large trucks where they are going off the road and coming back on the road; that recently, there was a dump truck in the woods; that there is a tax ditch behind his house that goes across East Trap Pond Road; that if it rains steady for a day and half or two days, that floods the property nearby; that he is not aware of a gravel pit that you are allowed to fish in; that there are 7 sand pits still operating; that he believes that commercial vehicles has tripled in the last year and a half.

Mr. Willis Kirk spoke in opposition to the application; that he is a farmer that owns land adjacent to the site; that he spoke about the acreage; that the land is surrounded by hardwoods; that it one of the largest forested area within the Laurel School District not counting the state lands; that he distributed a report that was done for Lawrence Lank back in 2008; that the report is from DNREC to the County Planning Zoning office; that this verifies the information from his standpoint; that his farms consists of two farms that are in the preservation program; that there are wetlands on the

**Public
Hearing/
CU2454
(continued)**

farmland that go right up to and onto to this property; that one of these reports states that when a pit is put in, it does have an effect on wetlands; that this is going to dry a lot of wetlands out; that you cannot determine where wetlands are during a drought which we currently have; that his land is irrigated, that it is difficult to get water out that way; that the report states that the pit continues to grow; that as it flows, it will affect the irrigation within those wells; that he questioned who would replace a well if one went dry; that there is a large farm that has irrigation well down the road; that the noise will affect a row of houses; that the buffer should be large; that this will be one of the largest borrow pits in Sussex County; that there are people that are affected by this; that this is a lot of forest land that is being changed into a borrow pit; that there is wildlife in the area; that he doesn't believe this should be done in a forested area; that all of these open spaces with water are not confined; that he questioned if we need additional borrow pits; that he asked the value of this business to the people in Sussex County.

Mr. Carr spoke in opposition to the application; that he lives near the parcel being discussed; that on East Trap Pond Road, there is a sign that states no vehicles over 15,000 ton; that these trucks are going to be 90,000 or more; that they will be hauling a heavy load; that the entrance way has been changed; that it would be nice to save the farmland.

Ms. Phyllis Lynch spoke in opposition to the application; that she has driven the road for 30 years; that she has watched it being paved and the houses being built; that these trucks go slower; that she believes that it is unsafe; that there is no shoulder; that the traffic has increased; that when you go into the transfer station, the dredge is sinking and all of the equipment is rusting; that she questioned if that will be the same thing here; that she does not believe that this is a good thing for fish and wildlife; that she questioned how the borrow pit fills; that she has an irrigation system on her land that they were not able to get water to that which is pretty much behind the proposed borrow pit location; that they are pumping water from down the street now; that she questioned what would happen if this borrow pit happens; that she questioned what would happen if it goes dry.

Mr. Hunter Price spoke in opposition to the application; that he owns the property located on the four way; that he plans on remodeling the abandoned house; that he won't be allowed to build chicken houses there; that he has property rights; that there have been three people killed on Shiloh Church Road this year; that there are a lot of farmers that use East Trap Pond Road for traveling and there is no shoulder on that road.

Mr. Dee Steen spoke in opposition to the application; that he is a farmer in Sussex County; that he does not believe that Sussex County needs any more borrow pits; that this is a block of land and woods with a lot of wildlife; that if this happens, they will drive all of the wildlife onto his property that will cause problems; that they currently have problems with deer.

The Public Hearing and public record were closed.

**M 601 24
Defer
Action/
CU2454**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to defer action on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A BORROW PIT TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 309.6 ACRES, MORE OR LESS”.

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 602 24
Adjourn**

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer, to adjourn at 3:21 p.m.

Motion Adopted: 4 Yeas, 1 Absent

**Vote by Roll Call: Mrs. Green, Absent; Mr. Schaeffer, Yea;
Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, 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 Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

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

RE: *Existing Wastewater Infrastructure Use Agreement
Millville by the Sea (West Villages A-1 & C-1) IUA 1190
File: OM 9.01*

DATE: December 10, 2024

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 **D.R. Horton, Inc. – New Jersey** for **Millville by the Sea – West Villages A-1 & C-1** project in the **Millville Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Millville by the Sea – West Villages A-1 & C-1** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **D.R. Horton, Inc. – New Jersey** will contribute **\$121,524.00** for the financial catch-up contribution of the existing infrastructure to serve **162.00** Equivalent Dwelling Units. Payments of the contribution will be required prior to issuance of a connection permit.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Millville by the Sea (West Villages A-1 & C-1) – IUA1190

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 2024, by and between:

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

D.R. HORTON, INC. – NEW JERSEY a Delaware corporation and developers of a project known as **Millville by the Sea – West Villages A-1 & C-1**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 134-15.00-91.01, 91.02, 16.00, 18.00 & 19.00 to be known as **Millville by the Sea – West Villages A-1 & C-1** (“Project”) and;

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

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect **162.00** additional equivalent dwelling units to County’s existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of **\$121,524.00** 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) Installments will be required before connection permits will be issued for each phase, as depicted in the Master Plan Rendering MP1.0 dated June of 2021 and attached as **Exhibit “A”**, based on the following:

West Village A-1 (64) lots plus the amenity building of (5) EDUs for a total of (69) EDUs for a total contribution in the amount of \$51,760.00 due prior to the County's issuing a connection permit in West Village A-1.

West Village C-1 (93) lots for a total contribution in the amount of \$69,764.00 due prior to the County's issuing a connection permit in West Village C-1.

- (5) All the conditions of this agreement must be disclosed to any and all third-party purchasers of the project and/or part of the project prior to the time of settlement.
- (6) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.
- (7) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (8) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (9) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (10) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (11) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (12) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide

County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.

- (13) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.
- (14) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (15) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (16) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (17) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (18) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (19) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may

be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.

Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is 671 S. Carter Road, Suite 6, Smyrna DE 19977.

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

FOR THE COUNTY:

{Seal}

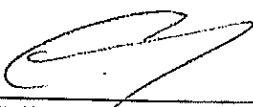
By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

Tracy N. Torbert
Clerk of the County Council

FOR D.R. HORTON, INC. - NEW JERSEY

By:  _____ (Seal)
Jay Heilman, Land Development Manager

11/13/24 (DATE)

WITNESS: Cordrey Smack

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 Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

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

RE: *Existing Wastewater Infrastructure Use Agreement
Woods at Angola Beach IUA 1252
File: OM 9.01*

DATE: December 10, 2024

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 **Hometown Angola Land, LLC** for **Woods at Angola Beach** project in the **Angola Neck Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **Woods at Angola Beach** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Hometown Angola Land, LLC** will contribute **\$98,504.00** for the financial catch-up contribution of the existing infrastructure to serve **74.00** Equivalent Dwelling Units. Payments of the contribution will be required prior to receiving substantial completion of the on-site infrastructure.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Woods at Angola Beach – IUA 1252

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 2024, by and between:

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

HOMETOWN ANGOLA LAND, LLC, developer of a project known as **Woods at Angola Beach**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 234-12.00-7.01 to be known as **Woods at Angola Beach** (“Project”) and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (Angola Neck Area) and;

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **74.00** 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 **\$98,504.00** 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 is required prior to receiving beneficial acceptance of the projects on-site collection 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 be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives each sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases, or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance

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

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

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 **110 N. Upper Wacker Drive, Suite 4500 Chicago IL 60606.**

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 HOMETOWN ANGOLA LAND, LLC

DocuSigned by:
By: Douglas Minahan (Seal)
824B405AFAEB4EB...
Doug Minahan, Chief Investment Officer

11/25/2024 _____ (DATE)

WITNESS: Signed by:
Chris Coleman
8E128CFBA9C44A8

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

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MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

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

RE: *Existing Wastewater Infrastructure Use Agreement
Delaware Electric Cooperative
File: OM 9.01*

DATE: December 10, 2024

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 **Delaware Electric Co-op** for **DEC Headquarters** project in the **South Greenwood Area**. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, **DEC Headquarters** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Delaware Electric Co-op** will contribute **\$37,762.00** for the financial catch-up contribution of the existing infrastructure to serve **33.00** Equivalent Dwelling Units. Payments of the contribution will be required prior to receiving substantial completion of the on-site infrastructure.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Delaware Electric Cooperative

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 202~~4~~, by and between:

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

DELAWARE ELECTRIC CO-OP, a Cooperative Company and developer of a project known as **DEC Headquarters**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 530-14.00-16.00 & 17.00 to be known as **DEC Headquarters** (“Project”) and;

WHEREAS, the Project is within the boundary of the Sussex County Unified Sanitary Sewer District (South Greenwood Area) and;

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **33.00** 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 **\$37,762.00** 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 prior to receiving substantial completion of the on-site infrastructure.**

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

in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **14198 Sussex Highway, Greenwood Delaware 19950.**

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 DELAWARE ELECTRIC CO-OP

By: Herb Dennis (Seal)
Herb Dennis
11/21/24 (DATE)

WITNESS: Julia Ann Goff

JULIA ANN GOFF
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires February 24, 2026

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

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Sussex County

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MEMORANDUM

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Douglas B. Hudson
The Honorable Cynthia Green
The Honorable Mark Schaeffer

FROM: Mike Harmer, P.E., County Engineer 

RE: **Piney Neck Regional Wastewater Facility Diversion Transmission System
Sussex County Project No. S20-31**
A. Recommendation for Award
B. Approval of Phase I Service Costs

DATE: December 10, 2024

In 2019 County Council approved moving forward with the Piney Neck Regional Wastewater Facility Diversion Transmission System Project to eliminate or repurpose the Piney Neck Regional Wastewater Facility by diverting all flow to the South Coastal Regional Wastewater Facility (SCRWF). On March 17, 2020, County Council approved engaging an engineering consultant to assist the Engineering Department in the 3 phases of the project which included preliminary design (easement/acquisition alignment), final design, and bidding. The scope was divided into the 3 phases allowing review and reaffirming of the path forward at each phase.

Due to complexities on our numerous DelDOT road crossings and delicate issues associated with our easement acquisitions connected to commitments required during the easement process, the Engineering Department in collaboration with Ms. Gina Jennings (COO) concluded that our Project goals are best accomplished by using a 2-step Design-Build Quality Based Selection procurement process. A Request for Qualifications (RFQ) was developed as the first step of the Design-Build procurement process and established the process for soliciting and evaluating Statements of Qualifications from entities interested in serving as the Design-Builder for this project. On August 22, 2024, Sussex County received seven (7) RFQ submissions from design build teams.

The Statement of Qualifications was reviewed and evaluated by County staff in accordance with the RFQ and as a result, the three (3) highest ranking design build teams were given the opportunity to respond to a Request for Proposal (RFP). The short-listed proposers included the following three (3) teams:

- George & Lynch, Inc. and GMB
- Garney Companies, Inc. and GHD, Inc.



- Northeast Remsco Construction, Delve Underground and Huxted Trenchless

The Request for Proposals solicited detailed proposals from the shortlisted proposers about, among other things, their ability and approach to meeting the Project's goals, including but not limited to design concepts and technical approach. The Request for Proposals also contained specific information on how the Proposals are evaluated. The design build team that ranked the highest in the evaluation process was Garney Companies, Inc and GHD, Inc. Once notified, the team was requested to provide a Pricing Proposal for Phase I Services to include: Design development, permitting, and preconstruction services; with the design being developed to the County's required level of completion. As the Phase I Services are executed, a Phase II Services proposal will be developed which will include a guaranteed maximum price/lump sum price for completing the project.

The Sussex County Engineering Department has reviewed the Phase I Pricing Proposal and finds it to be reasonable. We are now requesting County Council approve award of the Piney Neck Design Build Project to Garney Companies, Inc. and GHD, Inc. team and approve the Phase I Pricing Proposal based on hourly pricing not to exceed \$2,000,000.00.

As Phase I work progresses, the Phase II Pricing Proposal will be developed and presented to Council for approval.

We have a motion for Council to consider, which includes award of the overall project to the Garney Companies, Inc. and GHD, Inc. team based on the process that Engineering just completed and approval of work to proceed for Phase I of the project as discussed above.

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
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MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Proposed Estuary Phase 6 (Showell Farm) Expansion of the Sussex County Unified Sanitary Sewer District

PERMISSION TO POST FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Miller Creek Area).
- The Engineering Department has received a request from GMB, LLC on behalf of their client, CB Land 1, LLC owners/developer of parcels 134-19.00-112.00, 112.01 & 112.04, adjacent to the existing Miller Creek Area of the SCUSSD.
- Parcels along Camp Barnes Road, the project is proposed for (45) single family lots.
- The project will be responsible for System Connection Charges of \$7,700.00 per EDU based on current rates.
- The Engineering Department would like to request permission to prepare and post notices for a Public Hearing on the annexation of the area.



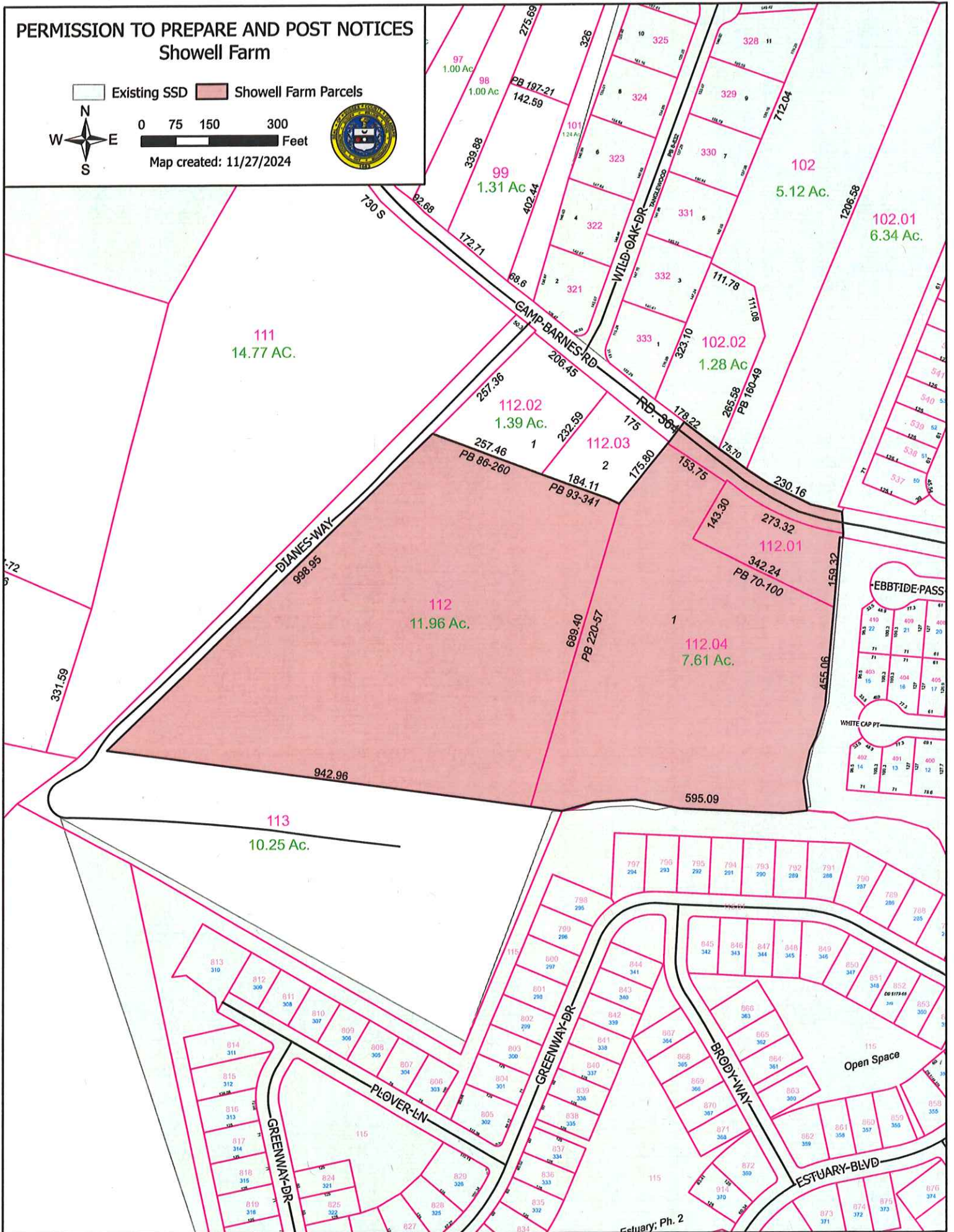
PERMISSION TO PREPARE AND POST NOTICES Showell Farm

Existing SSD Showell Farm Parcels



0 75 150 300 Feet

Map created: 11/27/2024



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MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Proposed Delmarva Land Expansion of the Sussex County Unified Sanitary Sewer District

PERMISSION TO POST FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Dagsboro/Frankford Area).
- The Engineering Department has received a request from Delmarva Land Company owners/developer of parcels 433-11.00-17.00 & 17.01, adjacent to the existing Dagsboro/Frankford Area of the SCUSSD.
- Parcels along Delaware Avenue and Dupont Blvd., and the request is to allow them to extend central sewer service to the existing facilities on the parcels.
- The project will be responsible for System Connection Charges of \$7,700.00 per EDU based on current rates.
- The Engineering Department would like to request permission to prepare and post notices for a Public Hearing on the annexation of the area.



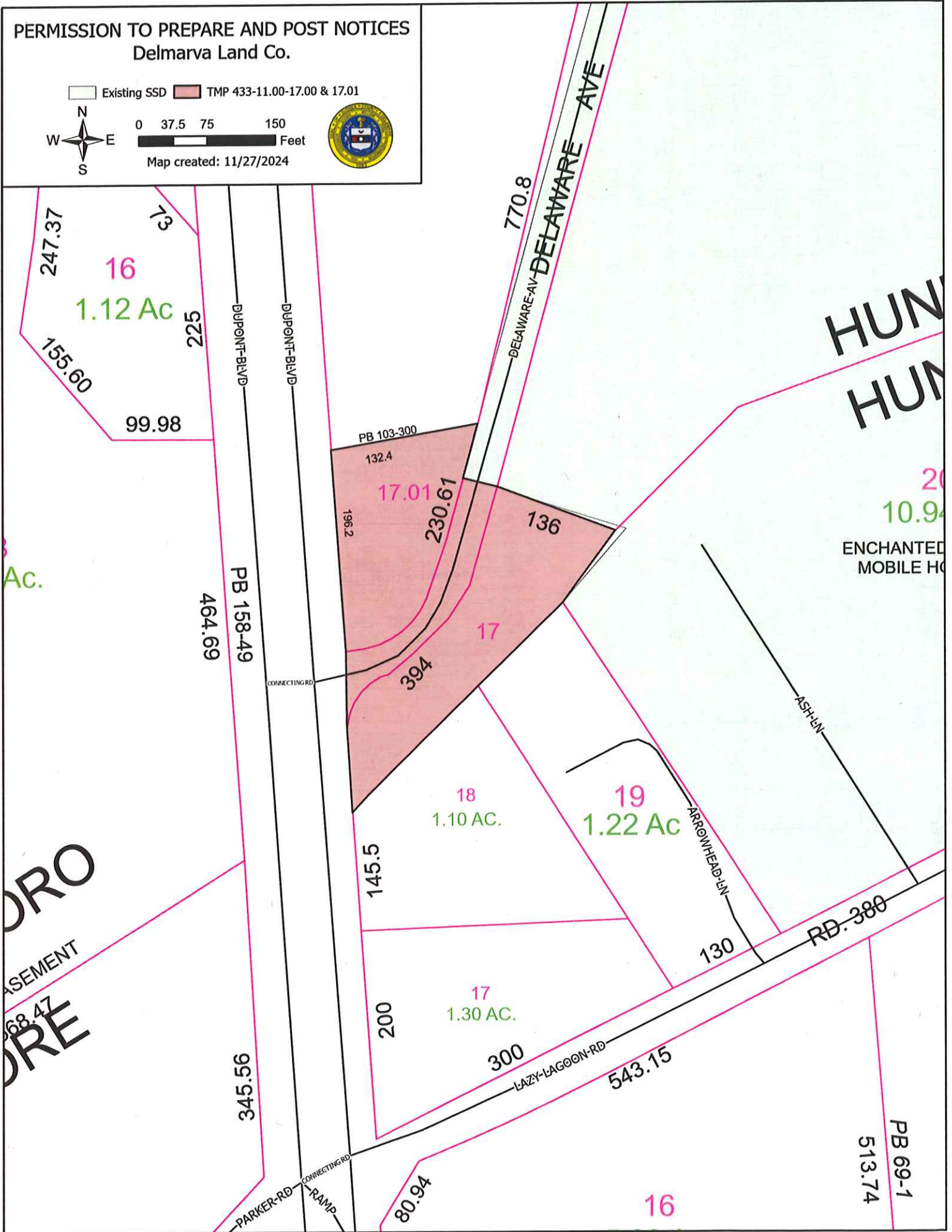
PERMISSION TO PREPARE AND POST NOTICES
Delmarva Land Co.

Existing SSD TMP 433-11.00-17.00 & 17.01



0 37.5 75 150
Feet

Map created: 11/27/2024



ENGINEERING DEPARTMENT

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MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Bay Oaks Area Expansion of SCUSSD Oak Orchard Area Fact Sheet

- Expansion of the Sussex County Unified Sanitary Sewer District (Angola Neck Area)
- Includes all parcels within the Bay Oaks Subdivision except parcels 234-12.00-210.00, 211.000, 212.00 & 213.00 which have been previously annexed and served with a service connection.
- The Engineering Department has received a request from the Board of Directors of the Bay Oaks Homeowners Association requesting to have their development put on the County's list for central sewer service.
- The Engineering Department has reviewed the request and would like to request permission to prepare and post notices for a Public Hearing to present potential costs, county billing process and a possible timeline for the project.
- The department will then provide an update to County Council on the results from the public hearing and provide a recommendation on the annexation.



PERMISSION TO PREPARE AND POST NOTICES

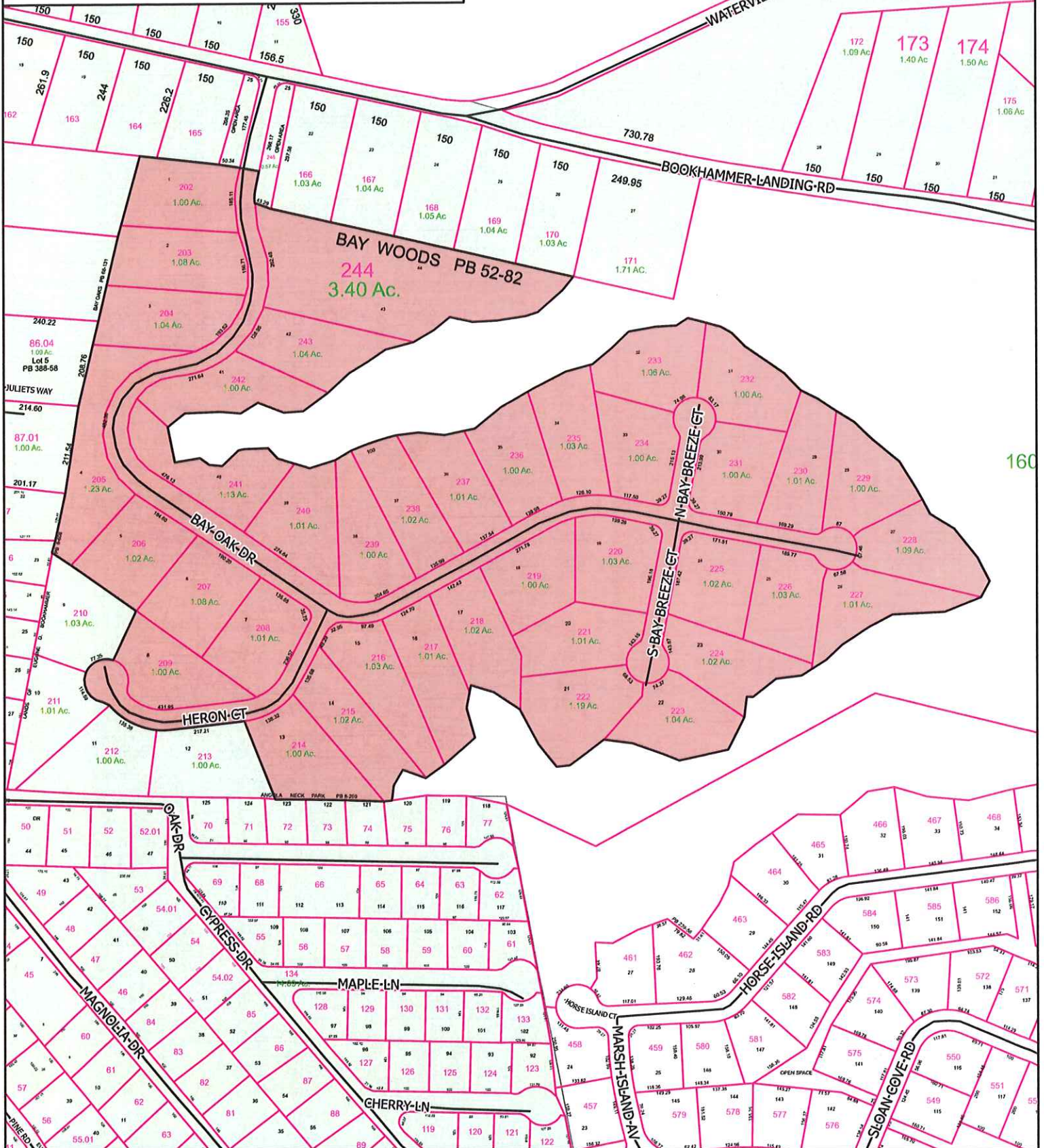
Bay Oaks

Existing SSD Bay Oaks



0 90 180 360 Feet

Map created: 11/27/2024



ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
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Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Hans Medlarz, P.E., Project Manager

DATE: December 10, 2024

RE: *Pintail Pointe, Project 21-16*
A. Change Order No.1

In January 2021, the Engineering Department and elected officials started receiving calls pertaining to the large on-site system failure serving the Pintail Pointe Community. On March 29, 2021, the Engineering Department presented to the Pintail Pointe Owners Association (PPOA) a short-term and a long-term remediation approach.

The short-term required an interim sewer operations and transition agreement which was executed on March 30, 2021, allowing temporary repairs and County operational assistance under a reimbursement arrangement. Subsequently, Sussex County applied to DNREC for an on-site system permit modification which was received and implemented.

The long-term sewer district creation required a Public Hearing and a referendum. The Public Hearing was held on April 27, 2021, and the referendum on June 4, 2021, the referendum passed (34) in support and (0) opposed to the creation of a sanitary sewer area. The results from the referendum were presented to County Council on June 15, 2021, and Council voted to extend the Sussex County Unified Sanitary Sewer District to include the Pintail Pointe Community.

In April of 2022 the Engineering Department finalized the Preliminary Engineering Report and the Environmental Information Documents required for submittal of the funding application to Delaware State Revolving Fund (SRF). On November 8, 2021, these Documents were combined with the overall funding application prepared by the Finance Department and filed with DNREC for \$959,888.00. On December 30, 2021, the County received the Binding Commitment Letter from DNREC Environmental Finance. January 3, 2022, the County accepted the Binding Commitment Offer and the obligating documents associated in the loan amount of \$959,888.00 and \$579,000.00 of principal forgiveness.



On January 25, 2023, Council approved the introduction and approval of the associated debt ordinance authorizing the issuance of up to \$959,888.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Pintail Pointe Expansion of the Unified Sanitary Sewer District.

On May 14, 2019, County Council awarded a five (5) year base contract for miscellaneous engineering services to George Miles & Buhr, Inc. and on May 24, 2022, Council approved a standalone contract for design & permitting in the not to exceed amount of \$81,450.00.

The design was completed and permitted in the spring of 2023 and subsequently Invitations to Bid were advertised and on May 10, 2023, five (5) bids were received. The two (2) lowest bid submissions were missing all three required State certifications and contained other minor irregularities. DNREC must concur in any award which would not be possible without the required State certification. An award to the third lowest bidder would have significantly exceeded the budget. Therefore, Council rejected all bids on May 23, 2023 and authorized an immediate rebid.

Bid were readvertised and four (4) contractors attended the pre-bid meeting, and on June 29, 2023, five (5) bids were received. This time, all bid submissions included the required State certifications. On September 19, 2024, Council awarded the project to the lowest bidder Zack Excavating, Inc. in the amount of \$887,031.96, contingent upon DNREC concurrence. Due to the tight budget, the Engineering Department was performing the contract administration and inspections in-house.

The project experienced time delays from the start mainly associated with the standardized vender for the electrical cabinets used in all County pump stations. It resulted in a two-to-three-month delay to the schedule despite the Engineering Department's suggested adjustments in alternative sourcing &/or means & methods. Project timeline was further impacted by extreme change fluctuations in pressure at the forcemain tie-in point, not known during the planning and design phase of the project. To resolve these issues, it required an adjustment in the project scope by providing higher pressure by-pass pumps during construction as well as adding a temporary second pump stage. Once the neighboring parcel's subdivision is complete, the flow can be routed through it eliminating the need for a two-stage pumping system.

In summary, the Engineering Department recommends issuance of Change Order No. 1 in the amount of \$81,010.00 together with a 126-day time extension, for a total contract amount of \$968,041.96, contingent upon DNREC concurrence.

Date of Issuance: 12/2/24	Effective Date: 3/12/24
Owner: Sussex County	Owner's Contract No.: S21-29
Contractor: Zack Excavating	Contractor's Project No.:
Engineer: GMB	Engineer's Project No.: 220129
Project: Pintail Pointe	Contract Name: Pintail
Pump Sta. & Force main	Pointe

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

Attachments: Zack PCO_1 for scope and time adjustments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>887,031.96</u>	Original Contract Times: 180 days Substantial Completion: <u>9/27/2024</u> Ready for Final Payment: <u>10/28/2024</u> 60 calendar days
Increase from previously approved Change Orders No. to No.: \$ <u>0.00</u>	Increase from previously approved Change Orders No. to No. <u>0</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>887,031.96</u>	Contract Times prior to this Change Order: Substantial Completion: <u>9/27/2024</u> Ready for Final Payment: <u>10/28/2024</u>
Increase of this Change Order: \$ <u>81,010.00</u>	Increase of this Change Order: 126 days Substantial Completion: <u>1/31/2025</u> Ready for Final Payment: <u>2/28/2025</u>
Contract Price incorporating this Change Order: \$ <u>968,041.96</u>	Contract Times with all approved Change Orders: 306 days Substantial Completion: <u>1/31/2025</u> Ready for Final Payment: <u>2/28/2025</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____	Title _____	Title _____	Title _____
Date: _____	Date _____	Date _____	Date _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Zack Excavating, Inc.

2935 South Dupont Blvd
Smyrna, DE 19977



Office: (302) 223-6223

Fax: (302) 223-6531

Ed Leonhart
Sussex County Engineering

11/17/2024

Re: PCO #1 Change order to install E-one pumps and piping in existing Septic Tanks at the Pintail Pointe Development

Mr. Leonhart

Please see below cost adjustment below.

Description	
Modify existing septic tanks to accept E-One pumps supplied by Sussex Engineering. Includes balancing pipe. Electrical connections by Sussex County.	\$16,098
Supply and install 1.25" pipe, 2" pipe and 3" pipe to make connections as detailed. See PCO1 Markup.	\$12,950
Supply and install 3" MJ gate valves with megalugs, HDPE adapters and valve boxes.	\$13,402
Installation of two E-One 2" combination valve and check valve supplied by Sussex County Engineering.	\$950
Supply and install 3" piping and cam lock fitting for bypass connection.	\$4,610
Provide higher pressure bypass pumps, conduct force main pressure verification studies, operate bypass pumps beyond time allowance of two months for typical construction.	\$33,000
TOTAL INCREASE	\$81,010

Please call if you have any questions,

Sincerely,

Dave Czachorowski
President
Zack Excavating, Inc.

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

(302) 854-5391 F

mike.harmer@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Hans Medlarz, P.E., Project Manager

RE: *Artesian Wastewater Management, Inc.*
A. Consolidated Wastewater Services Agreement – Approval

DATE: December 10, 2024

In 2016, Sussex County Council started a proactive wastewater infrastructure interconnection process in the service area north of the Indian River Inlet with the goal of “best practice” utility coordination between wastewater service providers avoiding duplication of capital expenditures by utilizing existing sewer transmission and available already permitted treatment capacity. The Council’s efforts resulted in several agreements with other wastewater service.

The approach of allowing the most cost-effective transmission and treatment of wastewater, represented by the tier style service system has been incorporated by ordinance in the County Code, Chapter 110 and the 2018 Sussex County Comprehensive Plan.

The initial base agreement with Artesian Wastewater Management, Inc. was approved by Council on August 30, 2016 and amended via addenda eight (8) times since then as per the following summary sheet. To allow better tracking of the agreement status both the Engineering and Finance Departments as well as Artesian Wastewater Management, Inc. agreed to create one consolidated document incorporating all previous addenda.

In addition, Addendum No. 8 required a clarification as to which parcels were subject to payment of both the Artesian connection fee and the treatment portion of the Sussex County Sewer System Connection Charge. To better define these parcels, we created a new definition of “Exclusive Facilities” providing sewer treatment services without any flow balancing capabilities. In these areas both fees will apply but they will still be subject to the flow true up provisions under the Agreement. In summary, the Engineering & Finance Departments recommend approval of the Consolidated Wastewater Services Agreement as presented.



SUMMARY of incorporated ADDENDA:

Addendum No. 1 - approved on January 29, 2019, exchange of treated effluent at a 4 to 1 ratio between effluent and wastewater.

Addendum No. 2 – approved on September 10, 2019, exchange of County pretested rapid infiltration area for utilization of full effluent disposal quantity at Artesian’s Stonewater Facility and extension of term to twenty-five-years.

Addendum No. 3 – approved on June 2, 2020, extension of the annual true up of flows until the end of fiscal year 2021.

Addendum No. 4 – approved on November 10, 2020, addition of definition of “wastewater” per DNREC’s suggestion.

Addendum No. 5 – approved on June 15, 2021, extension of the annual true up of flows until the end of fiscal year 2022 due to State and Federal Covid-19 mandates.

Addendum No. 6 – approved June 7, 2022, compensation for impairment of Artesian’s rapid infiltration basis in case of algae from the Inland Bays RWF effluent storage lagoons.

Addendum No. 7 – approved July 11, 2023, creation of a permanently connected customer class to be tracked via EDU count rather than flow based.

Addendum No. 8 – approved September 17, 2024, creation of direct treatment customer class subject to payment of County connection charges and Artesian connection fees respectively.

CONSOLIDATED BULK WASTEWATER SERVICES AGREEMENT

THIS WASTEWATER SERVICES AGREEMENT is made this _____ day of _____, 2024, between **SUSSEX COUNTY**, a political subdivision of the State of Delaware (“Sussex County”), and **ARTESIAN WASTEWATER MANAGEMENT, INC.**, a Delaware corporation (“Artesian”);

NOW THEREFORE, in consideration of the mutual promises made and herein set forth, the parties agree as follows:

1. **Definitions.** The following capitalized terms as used herein shall have the meaning ascribed below unless the context of their usage shall clearly indicate otherwise:

- a. The “Artesian Wastewater Treatment Facilities” or “AW Facilities” means any Artesian Regional Wastewater Treatment Facilities owned, operated or controlled by Artesian for disposal and treatment of Wastewater.
- b. The “Sussex County Wastewater Treatment Facilities” or “SC Facilities” means any Sussex County Wastewater Treatment Facilities owned, operated or controlled by Sussex County for disposal and treatment of Wastewater.
- c. “Wastewater” means water containing waste deposited into the regional wastewater collection and transmission system of either party for treatment and/or disposal at regional facilities, provided, however, such water shall comply with and conform to any applicable pretreatment requirements imposed by permit or regulation prior to being deposited into either parties’ regional wastewater collection and transmission system.
- d. “Effluent” means Wastewater treated to a degree of water quality necessary to meet or exceed the conditions imposed by the State permit issued to the treatment facility receiving such Wastewater.
- e. Exclusive Facilities refers to Wastewater Treatment Facilities exclusively serving an area without the any flow balancing capabilities.

2. **Purpose.** The purpose of this Agreement is to document the terms, pursuant to which Artesian is to provide Wastewater treatment and disposal services to Sussex County and the terms pursuant to which Sussex County is to provide Wastewater treatment and disposal services to Artesian. In that regard, there are numerous locations in Sussex County where each party’s facilities are capable of being connected or

integrated to allow for the movement from one party's system to the other party's system of Wastewater for treatment of Effluent for disposal.

a. Each of Artesian and Sussex County have periodic need of additional Wastewater treatment and disposal capacities and facilities in Sussex County, beyond those under their own ownership or control, to assure the timely, efficient and cost effective transmission and treatment of Wastewater. In that regard, there are numerous locations in Sussex County where each party's facilities are capable of being connected or integrated to allow for the movement and disposal of Wastewater generated by one party's system to the other party's system.

b. The parties agree that either party shall, on an ongoing basis, upon 30 days' prior written notice from the other party, accept and treat such amount of Wastewater, and accept and dispose of such amount of Effluent, as the receiving party states it is ready and willing to accept, subject to any applicable regulatory requirements.

c. The parties agree that, if either party accepts Effluent for disposal it shall be exchanged at a ratio of one (1) unit of Wastewater for four (4) units of Effluent.

d. Should either party's systems and facilities experience operating limitations that will likely result in violations of applicable permits, potential damage to the systems or facilities, or insufficient capacity to accept or treat Wastewater or to discharge Effluent, the acceptance and treatment of Wastewater and the acceptance and disposal of Effluent by a receiving party may be limited or discontinued for such period of time as agreed to by the parties or as necessary as a matter of law or sound engineering principles.

e. On June 30th of each calendar year beginning on June 30, 2017 and ending June 30, 2019, the parties shall exchange all reports of their metered flows for the previous year (July 1 to June 30) measured at the parties' respective connection points and compare the annual totals for each party in order to engage in an annual true-up process. Effective July 1, 2019, the parties shall exchange metered flows on a three-year basis, with the first triannual true-up process ending on June 30, 2022. If either party's flows to the other party exceeds 500,000 gallons, then that party shall be responsible for paying for the amount of annual flow exceeding 500,000 gallons at the rate of \$8.00 per thousand gallons, it being understood that the measurement of Effluent flows shall be divided by four (4) for purposes of performing the true-up calculations in accordance with Section 2.c. Such payment shall be made to the other party within thirty (30) days of receiving notice thereof of the amount of such exceedance. Other than the payments required by this Paragraph, it is the intention of the parties that this Agreement shall be substantially revenue neutral.

Notwithstanding the foregoing, the parties agree to a permanent equivalent dwelling unit ("EDU") exchange beginning July 1st, 2023, as set forth herein. For purposes of determining unmetered flows, an EDU shall be defined as 250 gallons per day (GPD) of wastewater, the characterization of which is approximately that of residential waste

generated by single family homes. Each party shall identify its own EDUs that are permanently served by the other party. An EDU tracking document is attached hereto as Exhibit 1. The intent is to maintain a balance of a substantially equal number of EDUs which shall be **excluded** from the flow-based calculations or payments identified in the immediately foregoing paragraph. Every five (5) years, beginning on July 1, 2028, the parties shall review the balance to confirm continued equivalence, defined as +/- 100 EDUs. Should an EDU imbalance occur, the party with more EDUs in the exchange as of the date of the review shall move the excess EDUs (the excess EDUs meaning the number of EDUs over the permissible margin of 100 EDUs) to the flow-based calculations and payments identified in the immediately foregoing paragraph. The payment for such excess EDUs shall be based upon actual flow for metered EDUs and calculated flow for unmetered EDUs at 250 GPD, each for the period from (a) the later of (1) the date the EDUs were added to the EDU exchange and (2) the last review date, to (b) the current review date. Should either party wish to remove EDUs from the EDU exchange, it may do so upon 30 days written notice.

Notwithstanding the foregoing, the parties acknowledge that the flows from new residential and commercial customers treated at Exclusive Facilities are hereafter referred to as "Direct Treatment Customer Flows". Before either party accepts Direct Treatment Customer Flows from a property, the developer/owner of said property shall pay both the Artesian connection fee per EDU in accordance with Artesian's tariff approved by the Delaware Public Service Commission and the treatment portion of the Sussex County Sewer System Connection Charge per EDU determined in accordance with County Code §110-88 and in the amount established for the fiscal year at the time of connection. On a quarterly basis Artesian will remit the Sewer System Connection Charges actually received to Sussex County and Sussex County will remit the Artesian connection fees actually received to Artesian. Direct Treatment Customer Flows will be subject to the flow true up provisions of the first paragraph of this subsection 2(e).

f. This Agreement shall be subject to all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from Sussex County government, the Delaware Public Service Commission and the Delaware Department of Natural Resources and Control.

g. Each party shall establish and maintain flow metering at a location sufficiently near the connection point to the accepting party's system in order to capture the flow into the accepting party's system, and such connection point(s) shall be approved by the party into whose system the flow is entering. Any and all measurements of flow shall be made by the party with origination of such flow and shall be supervised by the accepting party. The results of the flow metering shall be reviewed and evaluated by the originating party at least quarterly, and such quarterly reports shall be promptly shared with the accepting party. The metering devices used to measure flow shall be calibrated annually by a qualified third party testing agency. The results of the calibration, including any written reports, shall be sent to both the originating and accepting parties. If the calibration reveals a discrepancy greater than five percent (5%) above or below the

actual, calibrated reading, the party with the flow discrepancy shall pay or receive a credit for the value of the discrepancy for a three month period immediately preceding the calibration. If the value of this discrepancy affects the annual flow amount determined at the annual true-up, the parties shall adjust the final true-up amount and make any necessary payments to account for said adjustment within thirty (30) days of the notice of such adjusted annual flow amount.

h. The County shall discharge only compliant water to Artesian's rapid infiltration basins (RIBs).

(i) Repairs. In the event that the County discharges water that damages or impacts the infiltration rate of the RIBs, the County agrees to compensate Artesian for any commercially reasonable costs incurred by Artesian, including but not limited to the cost of materials and labor, in connection with Artesian's repair and/or restoration of the RIBs. These repairs do not include regular periodic maintenance functions required under the permit. Compensation may be in the form of issuance of a credit for annual flow or direct payment to Artesian. A credit for annual flow issued in connection with this subparagraph shall not be subject to the carry-over restriction of Section 2 e.

(ii) Make Whole. For the duration of the repairs of the RIBs the County shall be charged for 450,000 gallons of flow for each day that such interference or capacity reduction remains in effect (a "Reduced Capacity Day"), regardless of the number of gallons actually sent by the County on such days.

3. Operation and Maintenance of the Artesian Wastewater Treatment Facilities. Artesian shall be responsible for all repairs and replacements associated with AW Facilities and for all costs of operation and maintenance, including without limitation all costs incurred in connecting any portion of any AW Facility to any SC Facility. No structure, pipes or other infrastructure of any type shall be connected to the AW Facilities until Artesian inspects and approves any such proposed connection.

4. Operation and Maintenance of the Sussex County Wastewater Treatment Facilities. Sussex County shall be responsible for all repairs and replacements associated with SC Facilities and for all costs of operation and maintenance, including without limitation all costs incurred in connecting any portion of any SC Facility to any AW Facility. No structure, pipes or other infrastructure of any type shall be connected to the SC Facilities until Sussex County inspects and approves any such proposed connection.

5. Further Assurances. Each party hereto shall use reasonable efforts to comply with all legal requirements imposed upon it by reason of the commitments, obligations and terms as set forth in this Agreement.

6. Warranties with Respect to Sussex County. Sussex County hereby represents and warrants to Artesian as follows:

a. *Organization and Authority.* Sussex County has the requisite power and authority to carry on its business as now being conducted in regard to the provision of wastewater treatment and disposal.

b. *Authority.* Sussex County has requisite power and authority to enter into and perform its obligations under this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the performance of this Agreement shall: (a) violate, conflict with, or constitute a material default under any contract, commitment or agreement to which Sussex County is a party or by which Sussex County is bound; or (b) violate any (i) order, writ, injunction, decree, judgment or ruling of any court, or (ii) law, statute, ordinance or regulation applicable to Sussex County.

c. *Execution.* Delivery of this Agreement and all other technical documents associated with existing or proposed infrastructure to be delivered by Sussex County in connection herewith, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Sussex County.

d. *Valid and Binding Agreement.* This Agreement constitutes the valid and binding agreement of Sussex County, enforceable against Sussex County in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, conservatorship, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies, as from time to time in effect, and the application of equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

7. Warranties with Respect to Artesian. Artesian hereby represents and warrants to Sussex County as follows:

a. *Organization and Authority.* Artesian has the requisite power to carry on its business as now being conducted.

b. *Authority.* Artesian has requisite power and authority to enter into and perform its obligations under this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the performance of this Agreement shall: (a) violate, conflict with, or constitute a material default under any contract, commitment or agreement to which Artesian is a party or by which Artesian is bound; or (b) violate any (i) order, writ, injunction, decree, judgment or ruling of any court, or (ii) law, statute, ordinance or regulation applicable to Artesian.

c. *Execution.* Delivery of this Agreement and all other technical documents associated with existing or proposed infrastructure to be delivered by Artesian in connection herewith, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Artesian.

d. *Valid and Binding Agreement.* This Agreement constitutes the valid and binding obligation of Artesian, enforceable against Artesian in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies, as from time to time in effect, and the application of equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

8. Term. This Agreement shall be in effect for a term of twenty-five years, to be automatically renewed for an additional term of twenty-five years upon the expiration of each such twenty-five year term, unless a written notice is delivered by either party to the other, one year in advance of the expiration of the then current twenty-five year term, stating that that party is not agreeing to another ten year renewal.

9. Notices. All notices and other communications, whether required or otherwise, made under this Memorandum shall be in writing and shall be deemed to have been given if personally delivered or mailed by registered, certified, or first-class mail, postage prepaid, or sent by overnight delivery, email, telecopier, or facsimile transmission:

If to Sussex County:

Sussex County Council
2 The Circle
PO Box 589
Georgetown DE 19947

If to Artesian:

Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attention: Joseph A. DiNunzio, Executive Vice President
Telephone: (302) 453-6900
Fax: (302) 453-6957
Email: jdinunzio@artesianwater.com

with a copy to:

Artesian Resources Corporation
664 Churchmans Road
Newark, DE 19702
Telephone: (302) 453-6900
Fax: (302) 453-6957

or to such other address or to such other person as one party shall have last designated by notice to the other party hereto. Notices delivered personally or by overnight delivery shall be effective upon delivery. Notices properly addressed and delivered by mail, return

receipt request, shall be effective upon deposit with the United States Postal Service. Notices sent by email, telecopier, or facsimile transmission shall be effective upon confirmation of transmission.

10. Section Headings. The headings of Sections contained in this Agreement are provided for convenience only, form no part of this Agreement and shall not affect its construction or interpretation. All references to Sections in this Agreement refer only to the corresponding Sections of this Agreement.

11. Amendment. Neither this Agreement nor any terms or provision herein may be changed, waived, discharged, or terminated orally or electronically. Any such amendment shall be valid only by a written instrument, executed by all Parties hereto.

12. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary for a single counterpart to be executed by all parties provided that each Party shall have executed at least one counterpart.

13. Waiver Of Trial By Jury. The Parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other as to any dispute or disputes arising out of or in any way connected with this Agreement or the performance, or lack thereof, by a party hereto of such party's obligations hereunder.

14. Jurisdiction. Each Party hereby consents to the exclusive jurisdiction of the courts of the State of Delaware as to all matters relating to the enforcement, interpretation or validity of this Agreement and, if such party is a non-resident of the State of Delaware, hereby appoints the Secretary of State of the State of Delaware as its agent for service of process. The Parties agree that this Agreement may be enforced in equity; and that specific performance or other equitable relief, in addition to any monetary or other damages that may be proved, would be an appropriate remedy in any such action.

15. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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

17. Benefit. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to each respective Party's legal representatives, heirs, successors and permitted assigns.

18. Rapid Infiltration Basin (RIB) Capacity Reserve. In recognition of Artesian relinquishing partially or fully the built-in reserve capacity at Artesian's current RIBs facility located in the development known as Stonewater, the County hereby reserves for Artesian a suitable, pretested area located on the County's Tax Parcel No. 234-21.00-151.03 sufficient to fully replace the RIB capacity now, or in the future, available at Artesian's current RIBs facility. The parcel upon which the County reserves sufficient RIB capacity for Artesian is depicted on Exhibit A hereto, which is incorporated herein by reference.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the Parties, intending hereby to be legally bound, caused this Agreement to be executed by their duly authorized representatives as of the date and year first above-written.

WITNESS:

SUSSEX COUNTY:

Name: _____

By: _____ (SEAL)

Name: Michael H. Vincent

Title: Council President

STATE OF DELAWARE)
) ss.
_____ COUNTY)

BE IT REMEMBERED that on this _____ day of _____, A.D. 2024, personally came before me, the Subscriber, a Notary Public of the State and County aforesaid, Michael H. Vincent, known to me to be the Council President of Sussex County, a party to this Agreement, and as such, being authorized so to do, acknowledged that he executed this Agreement in his own hand for the company.

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

Notary Public
My Commission Expires:

ARTESIAN:

ATTEST:

ARTESIAN WASTEWATER MANAGEMENT,
INC., a Delaware corporation

Name: _____

By: _____ (SEAL)
Name: Dian C. Taylor
Title: President & Chief Executive Officer

STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this _____ day of _____, A.D. 2024, personally came before me, the Subscriber, a Notary Public of the State of Delaware, Dian C. Taylor, known to me to be the President & Chief Executive Officer of Artesian Wastewater Management, Inc., a corporation existing under the laws of the State of Delaware, party to this agreement, and in her capacity as such, and being authorized so to do, acknowledged that she executed this Agreement in her own hand for the corporation.

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

Notary Public
My Commission Expires:

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

(302) 854-5391 F

mike.harmer@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Hans Medlarz, P.E., Project Manager

RE: *South Coastal WRF Treatment Process Upgrade No.3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2*
A. M.F. Ronca – Change Order IB-001, Inland Bays Clarifiers
Change Orders 36.1 & 36.2 – Unit Cost Balancing

DATE: December 10, 2024

The South Coastal WRF Treatment Process Upgrade No.3 was designed and bid in conjunction with the Rehoboth Beach WTP Capital Improvement Program, Phase 2. The latter has been completed and only the South Coastal component is still ongoing. It encompasses the following components and statuses:

- a. Effluent Forcemain Relocation/Replacement; Completed in fall of 2019.
- b. Influent Forcemain Consolidation; Completed in May of 2020.
- c. Drainage Network Rerouting;

This scope was not included in the base bid. After cost comparison between the General Labor & Equipment Contract versus a change order under Ronca's general construction contract; Council awarded the stand alone Change Order Request 554-001 to Ronca & Sons, Inc. in the amount of \$104,592.96 on March 10, 2020. The construction was completed in July 2020.

- d. General Construction Project C19-11; awarded on December 17, 2019, to M.F. Ronca & Sons, Inc.



On March 10, 2020, Council authorized Change Order No.1 in the net amount of \$97,294.31 for deletion of the record drawing requirement and the modification of the RBWTF influent forcemains.

On May 12, 2020, Council authorized credit Change Order No. 2 in the amount of (\$12,705.00) eliminating an explosion proof motor requirement.

On July 28, 2020, Council approved credit Change Order No. 3 in the combined amount (\$9,764.30) for use of County surplus materials.

Change Order No.4 in the amount of \$871,000.00 for the repairs of partial failures at the two City of Rehoboth's wastewater treatment plant oxidation ditch systems was also approved on July 28, 2020. M.F. Ronca & Sons, Inc. completed the scope in May of 2021 and the County increased the flow contribution to the City's plant.

On December 15, 2020, County Council approved Change Order No. 6 for steel framing repairs in the first oxidation ditch on a time & material basis up to \$10,500.00 in addition to the concrete repairs conducted per the awarded contingent unit price schedules.

The County initiated RFP-019 for interior headworks piping modifications and RFP-023 covering the addition of a cross connection between the existing 14-inch process drain header for Aeration Tank Nos. 1-4 and the new header for the Aeration Tank Nos. 5-8. On September 22, 2020, Council approved Change Order No.5 in the combined amount of \$32,991.66.

GHD issued RFP-031 for the installation of plug valves on each of the 12-inch recycle influent pipes to be connected to the existing Aeration Tank Nos. 1-4 and to the new Aeration Tank Nos. 7-8. On December 15, 2020, Change Order No. 7 was approved for said shut off valves in the amount of \$31,974.51.

The new South Coastal aeration basin had to be connected to the existing large diameter sludge return piping requiring a forward flow stoppage. Minimizing the joint risk M. F. Ronca proposed a line stop approach under Change Order No. 8. Since it also gained construction efficiency, they offered to only charge for the subcontractor work.

In the spring of 2021, the Rehoboth Beach WTP oxidation ditch rehabilitation was receiving expansive attention including:

- Contingent Unit Price Concrete Repairs, Bid Items F-19 & F-20
- Steel Repairs authorized under Change Order No. 6
- Steel Coatings authorized as part of Change Order No. 4

In addition, all of the leaking expansion joints have been repaired under a time & material approach. On March 9, 2021, County Council approved Change Order Nos. 8 and 9 in the respective amounts of \$34,765.50 and \$45,600.00.

Only one of the two headworks vertical influent pipes has a shut off valve and Environmental Services requested a second valve. In addition, two of the existing headworks slide gates were

compromised in need of replacement. On May 25, 2021, Council approved Change Order No. 10 in the aggregate amount of \$34,160.64.

The County initiated RFP-039 addressing modifications to two slide gates avoiding conflict with the new air piping. In addition, it was discovered during the rehabilitation work in the grit tanks, that the existing influent chutes to the stacked tray grit removal systems were significantly compromised. On June 22, 2021, Council approved Change Order No. 11 in the aggregate amount of \$59,557.16.

The design team-initiated RFP-038 for exhaust duct modifications associated with the new turbo blowers and RFP-041 correcting the elevation difference in the headworks cross channel. On July 13, 2021, Council approved Change Order No. 12 to M.F. Ronca & Sons in the aggregate amount of \$14,700.07.

The contract as bid included concrete repairs to the City's headworks and influent splitter box. With the structures by-passed and accessible, the full extent of the damage required an alternative approach detailed in RFP-037 including full demolition of the upper level as well as the channel between it and the splitter box. GHD, the City Engineer and the County Engineer supported the approach, and the change order was within budget of the City's financing arrangements previously approved by the City and County elected officials. Therefore, Council approved Change Order No. 13 to M.F. Ronca & Sons in the amount of \$1,043,243.92 on August 10, 2021.

The City requested M.F. Ronca & Sons' assistance in the wetwell cleaning of the State Rd. pump station to allow a full evaluation in preparation of the upgrade design. In addition, the City requested to modify the air intake for B-10 Building ventilation from a roof mount to an existing window opening. On November 30, 2022, County Council approved Change Order No. 14 in the aggregate amount of \$7,380.37.

Upon exposure of the normally submerged piping at the oxidation ditches, GHD formulated an initial repair scope for the influent, return sludge & air piping including replacement of valves and fittings. It was subsequently reduced and Michael F. Ronca & Sons, Inc. proposed to perform the modified repair scope for \$324,996.81. GHD, the City Engineer and the County Engineer supported the modified approach. However, this amount is not within budget of the City's financing arrangements previously approved. The City will pay for this change order directly out of City funds. County Council approved Change Order No. 15 on January 11, 2022, subject to direct payment by the City. Since then, it was determined that the pipe support configuration for the replacement of oxidation ditch influent piping at the City's WTP required additional supports and RFP-056 was issued. Michael F. Ronca & Sons, Inc. proposed to perform the expanded repair scope for \$8,992.49. County Council approved Change Order No. 17 to M.F. Ronca & Sons in the amount of \$8,992.49 on January 25, 2022.

GHD's design scope included a separate task for the hydraulic transient analysis of the South Coastal effluent force under various pumping scenarios.

After County approval of the findings, GHD issued RFP-052 for replacing air valves on the effluent force main and installing additional air valves at new locations. This work scope was not known at time of base bid and hence not included. On January 11, 2022, County Council issued Change Order No. 16 to M.F. Ronca & Sons in the amount of \$88,132.23.

The South Coastal RWF's return sludge pumping station has three (3) pumps, two of which have been upgraded. The third unit recently experienced a failure, and the Environmental Services requested replacement of the pump and piping to be integrated in the project as per RFP-053. Michael F. Ronca & Sons, Inc. proposed Change Order No. 18 in the amount of \$31,101.61, which Council approved on January 25, 2022.

Under RFP-053 the Environmental Services staff requested replacement of two (2) compromised pumps and rail systems in the existing filtrate return pump station in the filter building. Under RFP-057 the City staff requested new fiberglass baffles and a guide bracket assembly to replace the original wooden baffle assembly located in the flow splitter box. M.F. Ronca & Sons proposed to complete the work for \$90,081.84 and \$8,132.66 respectively which Council approved on February 8, 2022, via Change Order 19.

The City requested M.F. Ronca & Sons' assistance in the installation of a lintel above the screen chute complete with control joints limiting vertical cracking. Ronca proposed to complete this work for \$7,426.59.

Starting in 2021, Environmental Services started experiencing more frequent malfunctions and alarm call outs with the influent screens at the Inland Bays RWF. In addition, a reduction in screen bar opening from ¼-inch to 3/16-inch opening will help the facilities sludge accumulation. The units were commissioned in the fall of 2010 and normally have a 15-year service life. The Engineering Department requested the assistance of Michael F. Ronca & Sons, Inc. and their investigation revealed that a full replacement could be accomplished for \$253,417.58, which was only 10% more expensive than a full rebuilt. Therefore, County Council approved Change Order No. 20 in the aggregate amount of \$260,844.17 on March 8, 2022 for the replacement in kind of two screens at Inland Bays and the masonry work at the City's plant.

The South Coastal facility requires alkalinity adjustments. In the past caustic soda was used however with the upgrade project the approach was switched to magnesium hydroxide. The as bid design included an innovative low energy consumption type Enviromix gas mixing system with a performance guarantee which was not met at start up. Therefore, the design approach was switched to a traditional impeller type mixing system. Michael F. Ronca & Sons, priced the modification including the full contract credits relating to the original Enviromix system and on March 29, County Council approved Change Order No. 21 in the aggregate amount of \$45,989.72.

The FY2022 Environmental Services budget included roof repairs of the South Coastal administration building and conversion of an existing pole building to an electrical panel shop. M. F. Ronca & Sons already has subcontractors in their scope of work who perform this

type of work. They priced the building modification and selectively investigated the roof conditions. The roof dating to the original construction needs full replacement and has areas of compromised decking. Due to market volatility, long lead times and anticipated incremental increases in roofing material (membrane & tapered insulation) costs, pricing includes a material escalation allowance.

Upon delivery of roofing materials final costs will be incorporated in a corrective change order reflecting actual material increases. Roof decking replacement will be performed at a unit cost of \$25.00 per SF incorporated into the corrective change order. On May 10, 2022, Council approved Change Order No. 22 in the aggregate amount of \$306,692.52 for pole building enclosure and admin building roof replacement followed by a later corrective change order adjusting unit costs and material pricing.

Environmental Services initiated RFP-067 for painting of the original 1970s mechanical building pump room and M. F. Ronca & Sons proposed to perform the work for \$7,893.90. On June 7, 2022, Council approved Change Order No. 23 in the amount of \$7,893.90.

Environmental Services initiated RFPs-072 & 073. The first deals with a new isolation valve on the existing 8-inch equalization return line in the Mechanical Building Pump Room. The second one modifies the PLC control logic in motor circuit protection of the new turbo blowers and the human machine interfaces graphic displays. On August 23, 2022, Council approved Change Order No. 24 to M.F. Ronca & Sons in the aggregate amount of \$12,829.83.

The headworks at the SCRWF are covered and the ventilated air treated for odors. The contract included unit pricing repair items for the headworks. The damage discovered during the rehabilitation work in the headworks and grit tanks indicated corrosion way above the anticipated levels. Therefore, the Engineering Department initiated RFP-071 for improvements to the headworks ventilation. After value engineering by M. F. Ronca & Sons they proposed to perform the work for \$126,590.76. On October 11, 2022, Council approved Change Order No. 25, significantly extending the asset life of the headworks in the amount of \$126,590.76.

Upon condition exploration of the City's main system pump station on State Street, GHD formulated an initial repair scope and subsequently issued RFP-075 for the repairs. This station also carries the County's Henlopen Acres Sewer District Area flows, and the County participates in the repair effort. With the urgency of the repair evident, the City requested inclusion in the project. M. F. Ronca & Sons, Inc. proposed to perform the modified repair scope for \$2,270,000.00. GHD, the City Engineer and the County Engineer supported the modified approach. On December 6, 2022, Council approved Change Order No. 26 to Michael F. Ronca & Sons, Inc. to perform the expanded State Street Pump Station repair scope for \$2,270,000.00. The City will pay for this change order directly out of City funds with separate invoice by contractor. In addition, with concurrence of the City, County Council granted Substantial Project Completion for the Rehoboth Beach WTP Capital Improvement Program, Phase 2 as of November 14, 2022.

In January of 2023, GHD conducted a factory acceptance test of the new turbo blower system controls. The test revealed that modifications to the PLC and HMI programs were necessary. All parties agreed that the quantity of the desired modifications would trigger RFP-079. M. F. Ronca & Sons, Inc. proposed to perform the additional scope for \$4,412.55.

The original bid contained a unit cost for grit removal from the sludge holding lagoons. For Lagoon B a hydraulic removal was considered but due to the quantity of grit a mechanical removal was analyzed. It would result in the destruction of the 20-years+ old liner. However, despite the replacement cost of the liner in the amount of \$84,375.17 the overall approach proved to be more cost effective and resulted in a new liner. On March 21, 2023 Council concurred and approved M. F. Ronca & Sons, Inc.'s Change Order No. 27 in the aggregate amount of \$88,787.72.

The project includes a new aeration basin and the associated above ground air supply piping. The air supplied by the turbo blowers is compressed and heats up in the process. Therefore, the piping has to balance the expansion and contraction via a specialized support system. GHD conducts routine construction phase QC inspections. During the last one in April, GHD identified opportunities to further reduce pipe stress and increase service life summarized in the attached RFP-081. The additional made to order components were administratively authorized after review of preliminary pricing to maintain the project schedule. On June 6, 2023, Council approved M. F. Ronca & Sons, Inc.'s Change Order No. 28 in the amount of \$108,583.52.

During the start-up of the upgraded mechanical plant pump station a one-time pressure transient was experienced. In an abundance of caution GHD recommended under RFP-088 to replace the gauge with a pressure transmitter in the same location. M. F. Ronca & Sons, Inc. proposes to install the modified tap and piping for \$1,656.00.

The original project bid included a complex winch system moving biosolids containers back and forth under the belt press shoots to allow for uniform loading. Staff has been operating the regional biosolids system for two years and found the occasional moving of the containers to be unproblematic. This allows for the elimination of the winch system under RFP-088. M. F. Ronca & Sons, Inc. proposes a credit of (-\$282,145.60).

On July 18, 2023, Council approved Change Order No. 29 for M. F. Ronca & Sons, Inc. in the aggregate credit amount of (-\$280,489.60).

Environmental Services initiated RFPs-096 & 098. The first creates a hydraulic bypass for each of the two effluent filter banks allowing part of the filtration system to stay in operation during maintenance. The second one deals with the replacement of the compromised 40-year-old LTS Digester Building roof. M. F. Ronca & Sons proposes to accomplish the tasks for \$68,284.99 and \$24,675.00 respectively.

The original bid contains a walkway from the mechanical building to the equalization tanks. It was in part supported by the original parapet wall. When the wall cap was removed it was

determined that the wall was completely compromised and had to be rebuilt. M. F. Ronca & Sons is proposing to complete this task for \$71,547.30.

The original bid only contained trench hot mix restoration resulting in a patchwork of pavement conditions as depicted on the attachment. The Engineering Department requested the contractor to provide an alternate road reclamation based base course proposal combined with a site wide 2-inch hot mix overlay. M. F. Ronca & Sons agreed to limit the mark up on the cost delta only and is proposing to complete this task for \$149,674.16.

On September 12, 2023, Council approved Change Order No. 30 in the aggregate amount of \$314,181.45.

The original bid contained a \$315.00 per ton unit cost for grit removal & disposal from the existing aeration basins. The bid quantity was based on pictures provided by Environmental Services, but the actual quantity is close to three times the estimate. Therefore, the Engineering Department and M. F. Ronca developed an alternate on-site grit storage approach which as a side benefit provides for new aeration diffusers in the existing tanks at a \$219.61 per ton unit price. On September 12, 2023 Council's concurred with the modified unit cost pricing of item C-6 Grit Removal.

The FY24 environmental services budget contains \$75k funding for the repair of the existing influent screen. The quotation for the parts alone amounted to >\$30K, once the labor and crane services were added the repair far exceeded 50% of the new screen offered by M. F. Ronca & Sons at \$89,762.10. A replacement screen will match the new one provided under the project and will represent the better asset value over the service life.

The project includes a full rebuild of the existing four-cell Effluent Filter No. 2. The project included removing the sand from cell one and stockpiling it while using sand from cell two to refill cell one and so on. Once the filter cells were drained it became apparent that approximately 40% of the sand had been lost in the backwash process over the last twelve years. M.F. Ronca & Sons proposed to utilize the County's bagged sand on site in combination with additional manufacturer supplied sand and complete the process in one step rather than four. The contractor can streamline the labor, speed up the process and agreed not to mark up the supplemental sand. M.F. Ronca & Sons offer of \$142,745.34 includes hauling costs but landfill fees will be paid directly by the County at the discounted rate.

The County requested HVAC equipment and control replacements under RFPs 093 & 095 for three of the original 1970s smaller buildings. All of the units have been repaired before and are not fully functional. M.F. Ronca & Sons proposes to perform the replacements and mechanical tie-ins for \$56,155.84.

On October 17, 2023, Council approved Change Order No. 31 in the aggregate amount of \$288,663.28.

Upon the request of Environmental Services Ronca priced out additional switches (i) two (2) Hydraulic Oil Pressure Switches for the belt filter press per RFP-110 (ii) four (4) Blower Inlet Isolation Valve Limit Switches per RFP-111 and (iii) two (2) Conveyor Pull Cord emergency shut off switches. On February 6, 2024, Council approved Change Order No. 32 to M.F. Ronca & Sons in the aggregate amount of \$16,608.23.

The South Coastal project essentially duplicates the almost twenty-year-old gravity filter arrangement. All the actuated control valves in the process are pneumatic due to the high moisture environment which is not conducive to electrical actuation. The Environmental Services team brought to the Department's attention that the pneumatic control system is nearing the end of its service life which was confirmed by GHD the County's consultants. Therefore, they solicited a proposal from M.F. Ronca & Sons under RFP-112 for the in-kind replacement. On February 20, 2024, Council approved M.F. Ronca & Sons' Change order No. 33 in the amount of \$62,212.29

A nuisance alarm issue from an e-stop arose during the operation of the new sludge conveyor. Due to differing software versions, Serpentix the manufacturer was 'unable to remotely connect to its control panel in the sludge building triggering a return site visit to add a delay timer to the alarm and programming changes to the control system. M. F. Ronca & Sons proposed to address the issue at a cost of \$5,750.00.

In October of 2023 GHD issued RFP-105 affecting the as bid headworks odor covers. Changes in channel geometry arising from the extensive concrete repair work completed under a previous change order require sections of the odor control covers upstream and downstream and the manual bar screen, and over the screened effluent channel to be replaced. M. F. Ronca & Sons proposed to address the issue at a cost of \$46,943.00.

In the spring of 2024 GHD issued RFP-115 modifying the compressed air piping. EnviroMix, the manufacturer provided two regulators for the compressed air system, intended to be placed at each of the receiver tanks. EnviroMix wanted to set a lower value for maximum allowable compressed air pressure than that stated in the specifications. Despite an attempt to manage both regulators through carefully selected settings, nuisance alarms continue to plague operations. Therefore, a piping change was requested moving the regulators in more stable locations. M. F. Ronca & Sons proposed to address the issue at a cost of \$ 3,124.09.

In the fall of 2023, the sludge dewatering operations resumed. However, a temporary forcemain had to be laid allowing decant and dewatering filtrate to be returned to the Mechanical Building pump station when peak flows exceeded the capacity of the existing primary force main and recycle systems. Under RFP-116 GHD asked the contractor to replace this temporary line with a permanent force main. M. F. Ronca & Sons proposed to address the issue at a cost of \$ 26,166.34.

In addition, Michael F. Ronca & Sons, Inc.'s submitted a no cost contract time extension request of Three Hundred Eighty Two (382) Calendar Days, thereby extending the current substantial completion date to from September 13, 2023 to September 30, 2024, and final

completion date from December 14, 2023 to December 30, 2024. The Department reviewed the back-up documentation and concurred with the requested number of days.

On June 4, 2024, Council approved Change Order No. 34 in the aggregate amount of \$81,983.43 as well as the revised completion dates.

Later on, in June, unit 1 of the two clarifier drives at the Inland Bays RWF failed. With an emergency repair it was made temporarily operational. The permanent replacement of unit 1 with a new identical unit, refurbishment, and reinstallation of refurbished drive for unit 2 was covered under RFP-117a. M.F. Ronca & Sons performed two similar repairs at the Inland Bays RWF under Changer Order 20 for the influent screens and under a direct purchase order for the dryer unit bearing maintenance. On July 16, 2024, Council approved Change Order No. 35 in the amount of \$121,235.07.

The multi prime construction team of M.F. Ronca & Sons, Inc. and BW Electric, Inc. have successfully and effectively executed the highly complex South Coastal RWF Treatment Process Upgrade No.2. In addition, they both already worked on a couple of critical capital components at the Inland Bays RWF. The Engineering Department and GHD met with them on two occasions to discuss a staged project implementation for the Inland Bays RWF Phase 2 Project. Both contractors have committed to the approach providing constructability input during the design modification process and pricing of the subsequent series of change orders to bring the most critical elements online in sequential order and on July 16, 2024, Council concurred in a staged construction implementation process under a series of change orders based on critical path implementation. The first one ready for two-stage pricing is the clarifier component under RFP-IB-001&002. The first stage is the cost associated with procuring the precast concrete and the equipment, the second stage will consist of the full assembly and tie-in of the two (2) new clarifiers. With no funds yet expended under Change Order 35 for the Inland Bays existing clarifier refurbishment the Engineering Department is proposing to incorporate it into the Change Order IB-001. Therefore, the Engineering Department recommends approval of Change Order IB-001 in the amount of \$3,471,541.57 including monies previously allocated under Change Order No. 35.

The South Coastal project has reached substantial completion with all scope items completed and only punch list issues remaining. We compiled a unit cost quantity adjustment change order for both the South Coastal and the City of Rehoboth Beach portion of the project. The numbers are \$1,048,615.73 and \$190,933.32 respectively. In South Coastal's case the source of the overruns is almost entirely (>90%) related to the removal of the accumulated grit in the various tanks (EQ, aeration and sludge holding) and the concrete rehabilitation of the headworks. In summary, the Engineering Department recommends granting substantial completion of M.F. Ronca & Sons, Inc.'s contract and issuing the associated balancing change orders 36.1 & 36.2.

Electrical Construction Project C19-17; awarded on December 17, 2019, to BW Electric, Inc.

On February 4, 2020, Council awarded Change Order No.1 in the credit amount of (\$759,374.80) mostly for changes to the conduit materials. A second credit change order was approved on March 10, 2020, in the amount of (\$6,800.00) for ductbank modifications.

On April 7, 2020, Council approved Change Order No.3 in the not to exceed amount of \$235,637.33 for DP&L requested changes to the utility power service entrance location at the RBWTP.

On May 12, 2020, Council authorized Change Order No.4 in the amount of \$11,350.00 for reconstruction of the original electrical equipment in South Coastal's sludge handling building electrical room.

On July 28, 2020, Council approved Change Order No.5 in the combined amount of \$37,830.00 for the removal of an existing electrical handhole and duct bank and the modification of the duct bank between the DP&L utility switching pedestal and the transformer.

On September 22, 2020, Council approved Change Order No.6 in the amount of \$16,550.00 for the change of the sewer service for the return sludge building No. 2 from a gravity drain to a pumped approach.

On September 22, 2020, Council approved Change Order No. 7 in the not to exceed amount of \$307,300.00 for the City's oxidation ditch complete electrical equipment replacement. This change order had an allowance for sensor replacements which proved too low and required an increase of \$6,582.80. Council approved the modification to Change Order No. 7 on November 10, 2020.

On November 10, 2020, Council approved Change Order No. 8 in the aggregate amount of \$2,249.00 covering RFP-027, RFP-028, RFP-029 & RFP-030. GHD has concluded that RFP-029 can be rescinded in its entirety. Therefore, the scope of work in the Sludge Building reverts to the Drawings, as modified by Change Order No. 4 associated with RFP-016. However, on December 15, 2020, Council approved the modification reducing Change Order No. 8 by \$9,040.00 for a modified net total credit of (\$6,791.00).

On February 9, 2021, Council approved Change Order No. 9 in the aggregate amount of \$30,554.00 covering RFPs-032 & 033. The first RFP provided upsized control panels, conduit and conductors associated with the two (2) Jet Mixing Pump VFDs while the second dealt with a modified temporary electrical feeder arrangement and a redirection of the medium voltage loop.

On August 10, 2021, Council approved Change Order No. 10 in the aggregate amount of \$7,320.00 covering RFP- 035 for waterproofed convenience receptacles at the return sludge building's pump room and RPP-040 for additional site lighting in the area of the generator and blower buildings.

On October 12, 2021, Council approved Change Order No. 11 in the aggregate amount of \$47,328.70 covering the City's initiated RFPs-042 & 44. The first one replaces the deteriorated pull box at building B-10 with a stainless steel one and the second one addresses modifications to the garage feeder.

Also on October 12, 2021, Council approved Change Order No. 12 in the amount of \$4,779.38 covering RFP-045 for modification to the aeration basin lighting out of operational safety concerns.

On January 11, 2022, County Council issued Change Order No. 13 in the aggregate amount of \$20,018.56 for City initiated RFPs -043 & 049. The first one relates to the electrical control requirements for a booster pump in Building T-1. The second one addresses rewiring of the two (2) level sensors and dissolved oxygen probes at the oxidation ditches.

Also On January 11, 2022, County Council issued Change Order No. 14 in the credit amount of (\$6,485.87) for the elimination of four valve actuators.

The City's lighting in the headworks building and the panelboard in the chemical building are compromised by corrosion and City staff requested replacement as per RFP-050. The County Environmental Services and IT staff reanalyzed the facility's fiber optic cabling needs and requested inner duct modifications under RFP-059. BW Electric proposed to make the changes for \$12,018.72 and \$16,100.70 respectively and on February 8, 2022, Council issued Change Order No. 15 in the aggregate amount of \$28,119.42.

On March 29, 2022, County Council issued Change Order No. 16 in the aggregate amount of \$52,003.13 for the DP&L metering modifications at the City's plant and dedicated VFD cabinet ventilation.

The following RFPs were requested by Environmental Services:

1. RFP-064 for float-controlled effluent pump backup control panel in the event of a failure in the digital pump control system or level transmitter in the amount of \$29,895.13.
2. RFP-065 for the demolition and replacement of the original 1970s lighting in the Headworks Pump Room, Headworks Grit Dewatering Room, Mechanical Building Pump Room, and outdoor wallpacks around perimeter of Mechanical Building in the amount of \$80,099.11.
3. RFP-066 for additional circuits and conduits associated with a conveyor warning alarm in the Cake Storage Building, and for separation of 120 VAC circuits from 24 VDC circuits originating in Cake Storage Building in the amount of \$3,090.30.

4. RFP-068 for the electrical work associated with replacing the compressed gas mixing system with a mechanical mixing system in the amount of \$83,738.84. This is the companion change order to Michael F. Ronca & Sons' Change Order No. 21 for the mechanical work.
5. RFP-069 for a change in the existing 6-way DB-5A allowing for the MH-47 to be eliminated at a credit of (\$7,500.00).

On May 10, 2022, Council approved BW Electric, Inc.'s Change Order No. 17 in the aggregate amount of \$189,323.38.

The pumps and rail systems in the existing filtrate return pump station were upgraded under Change Order No. 18 by M. F. Ronca & Sons. RFP-060 covers the electrical and control upgrades associated with that station. This work was not part of the original plant upgrade scope. BW Electric, Inc. proposed to complete the work for \$92,713.82. In order to address operator safety and access cameras, as well as network access points, proposals were requested at aeration tanks 5-8 requiring a series of additional conduits and pull boxes. BW Electric, Inc. proposed to complete the work for \$50,362.91. On June 7, 2022, Council approved Change Order No. 18 to BW Electric, Inc in the aggregate amount of \$143,076.73.

Provide a credit proposal to remove the Off-Site Manufacturer Course Training specified in the construction documents. This will be conducted as part of the startup process resulting in a credit of \$17,758.13. On October 11, 2022, Council approved Change Order No. 19 in the amount of \$17,758.13.

On October 11, 2022, Council approved M. F. Ronca & Sons' Change Order No. 25 for the SCRWF for improvements to the headworks ventilation. GHD issued the companion RFP-077 for the odor control electrical modifications. In response BW Electric, Inc. proposed to complete the work for \$19,401.62.

GHD also issued companion RFP-076 for the electrical components associated with City's State Street pump station repair scope. In response BW Electric, Inc. proposed to complete the work for \$462,938.82. The City has concurred in the issuance and again will pay for this change order directly out of city funds with separate invoice by the electrical contractor.

On December 6, 2022, Council approved Change Orders No. 20 in the amount of \$19,401.62 & 21 in the amount of \$462,938.82 to BW Electric, Inc. for the headworks ventilation and the expanded State Street Pump Station electrical repair scope. The latter paid for by the City via direct reimbursements to the contractor.

BW Electric, Inc. submitted RFI-102 questioning the absence of a neutral bonding conductor in the electrical feeder 5A. GHD investigated the information request and concluded that the least costly solution to achieve the NEC required bonding was to add a conductor. Since this was an omission in the original documents, all of GHD's work associated with this item was not billed. On March 21, 2023 Council concurred and approved BW Electric's Change Order No. 22 in the amount of \$33,342.10.

The following RFPs were requested by Environmental Services:

1. RFP-082 deals with now required generator building feeder replacement since the “spare” shown on record drawings turned out to be already occupied. BW Electric proposes to complete the task for \$4,736.24.
2. RFP-083 for the shop feeder conductor replacements required due County’s equipment changes. BW Electric proposes to complete the task at no cost.
3. RFP-084 covers the complete replacement of original 1970s lagoon sludge lighting system. It is largely inoperative, and the poles and fixtures are heavily corroded. BW Electric proposes to complete the task for \$86,480.73.
4. RFP-085 for the welder receptacles upgrades. BW Electric proposes to complete the task at no cost.
5. RFP-087 for the electrical components and signal wiring associated with the pressure sensor in the mechanical pump station. This is the electrical companion scope to Michael F. Ronca & Sons’ RFP-088 for the mechanical work. BW Electric proposes to complete the task for \$10,340.23.

On July 18, 2023, Council approved Change Order No. 23 for BW Electric, Inc. in the aggregate amount of \$101,557.20.

BW Electric priced RFP-089 for the electrical credit associated with the winch system elimination at (\$10,134.30). In addition, an electrical safety issue at the SC administration building was identified under RFP-091. It required removing the existing PLC cabinet located in the Administration Building’s electrical room, and replacing it with a new PCS cabinet, PCS-AB in its place. BW Electric has now priced RFP-091 at \$68,103.21. The last RFP-092 was associated with HVAC related issues in the Sodium Hypochlorite Building electrical room replacing it with a new power circuit and DS for a heat pump as well as providing new outdoor receptacle and associated power circuit. BW Electric has priced RFP-092 at \$8,554.77. The General Contractor is still pricing the mechanical components under RFP-093.

On August 1, 2023, Council approved BW Electric, Inc.’s Change Order No. 24 in the aggregate amount of \$66,523.68.

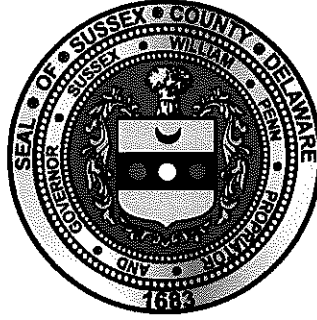
The County requested HVAC equipment and control replacements under RFPs 093 & 095 for three of the original 1970s smaller buildings. All the units have been repaired before and are not fully functional. On October 10, 2023 Council approved M.F. Ronca & Sons’ proposal to perform the replacements and mechanical as part of Change Order No. 31. RFP-094 addresses the electrical side of these HVAC improvements. On December 5, 2023, Council approved BW Electric, Inc.’s Change Order No. 25 in the aggregate amount of \$17,939.03.

The Environmental Services staff requested a new exterior a freestanding EMR for the sludge building between the overhead doors. Council approved BW Electric, Inc.’s Change Order No. 26 in the amount of \$9,636.87 on February 6, 2024.

Under M.F. Ronca & Sons' Change order No. 33 Council approved the pneumatic control system replacement for the existing filter which was at the end of its service. Therefore, GHD issued RFP-114 to BW Electric, Inc. for five (5) new equipment cabinet power circuits, four (4) existing pole mounted light fixtures circuits and various receptacles all mounted on Effluent Filter No. 2. On June 4, 2024, Council approved BW Electric, Inc's Change Order No. 27 in the aggregate amount of \$20,137.99.

- e. Mobile Belt Filter Press; awarded on January 7, 2020, Council to Kershner Environmental Technologies. The unit is currently stationed at South Coastal in anticipation of the aeration basin transfer.
- f. DP&L direct expenses; on February 4, 2020, Council approved the electric utility service relocation contract with the utility.
- g. The Rehoboth Beach WTP was built on a municipal landfill and Council approved a stand-alone competitive purchase order to Melvin L. Joseph Construction Company, Inc. for material hauling & screening on July 14, 2020.

The updated expenses associated with the South Coastal WRF Treatment Process Upgrade No.3 & Rehoboth Beach WTP Capital Improvement Program; Phase 2 are summarized in the attached spreadsheet.



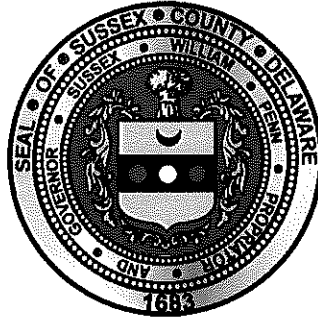
**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – General Construction**
2. Sussex County Project No. C19-11
3. Change Order No. 36.1
4. Date Change Order Initiated - 12/4/24
5.
 - a. Original Contract Sum \$39,526,400.00
 - b. Net Change by Previous Change Orders \$6,634,266.26
 - c. Contract Sum Prior to Change Order \$46,160,666.26
 - d. Requested Change \$ 1,048,615.73
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$47,209,281.99
6. Contact Person: Hans Medlarz, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

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



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – General Construction**
2. Sussex County Project No. C19-11
3. Change Order No. 36.2
4. Date Change Order Initiated - 12/4/24
5.
 - a. Original Contract Sum \$39,526,400.00
 - b. Net Change by Previous Change Orders \$7,682,881.99
 - c. Contract Sum Prior to Change Order \$47,209,281.99
 - d. Requested Change \$ 190,933.32
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$47,400,215.31
6. Contact Person: Hans Medlarz, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

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

- 6. Factors Affecting Time of Completion
- 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:


Unit price adjustments for the Rehoboth portion of the project.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes No

E. APPROVALS

1. M.F. Ronca & Sons, Inc., Contractor



Signature 12/5/2024
Date

David A. Ronca, CEO & General Manager

Representative's Name in Block Letters

2. Sussex County Engineer




Signature 12/5/2024
Date

3. Sussex County Council President

Signature Date



Request for Proposal

Project	Inland Bays RWF Expansion		
Owner	Sussex County		
Contract No.	C19-11: General Construction	GHD Project no.	12645844
Contractor is requested to provide a Change Proposal for the following proposed modifications to the Work. This request alone neither directs nor approves any change to the Work nor any adjustments to the Contract Price or Contract Times. Contractor's proposal shall be submitted to Engineer for review and shall adhere to all requirements of the Contract Documents. If found acceptable to Owner and Engineer, Contractor's Change Proposal will be incorporated into the Work via Change Order.			
RFP No.	IB-001-GC		
RFP Subject	Secondary Clarifier Nos. 3 and 4		
Issued By	S. Clark 	Date	December 3, 2024

Description of Proposed Changes

General Construction for Secondary Clarifier Nos. 3 and 4 generally arranged as shown in the WRA Expansion drawings (Drawing Nos. M06.01 and M06.02), and including:

1. Precast, post-tensioned concrete clarifiers in accordance with Sections 03310 and 03430:
 - a. Dimensions to match the existing Secondary Clarifier Nos. 1 and 2 (Phase 1 Drawing Nos. S01.01 and S04.02 provided for reference) and.
 - i. Internal diameter: 85'-0"
 - ii. Top of wall elevation: EL 38.20
 - iii. Top of slab elevation at side wall: EL 22.20
 - iv. Floor slope: 12H:1V
 - v. Inner level slab diameter: 6'-2"
 - vi. Inner level slab elevation (approximate): EL 18.92
 - vii. Effluent launder type: Inboard
 - viii. Effluent launder channel width: 2'-6"
 - ix. Effluent launder channel elevation: EL 34.00
 - x. Top of effluent launder wall elevation: EL 35.95
 - xi. Effluent box plan dimensions: 5'-0" x 5'-0"
 - xii. Include a 2" ledge at the center of the tank compliment the 2" grout topping to be applied by the Contractor. Contractor to coordinate with clarifier equipment manufacturer and precast, post-tensioned concrete tank manufacturer.
 - b. The clarifiers shall be provided with the following wall pipes:
 - i. 24" Clarifier Effluent: Located at center of effluent chamber with INV EL 23.20, approximately 90 degrees west of plan north. Wall pipe shall be FLGxWSxPE in accordance with Detail 2 on Drawing No. SC-M6004 (wall pipe only – connected pipes not included in this RFP), with the flange located on the exterior face of the effluent chamber wall.

- ii. 6" Scum Drain: Located at INV EL 30.50, and approximately as follows (to suit connections to wet well structure). Wall pipe shall be FLGxWSxFLG in accordance with Detail 1 on Drawing No. SC-M6004:
 - A. Secondary Clarifier No. 3: 8.6 degrees east of plan north
 - B. Secondary Clarifier No. 4: 8.6 degrees east of plan south
 - c. The precast, post-tensioned concrete tank manufacturer shall note that the clarifiers will have process piping connections under and to the tank slabs as follows. Contractor to install prior to base slab construction.
 - i. 24" Clarifier Influent: Pipe opening located at center of inner level slab
 - ii. 10" RAS: Pipe opening located at inner level slab. Center of pipe shall be 2'-8" from center of 24" Influent connection, unless adjustment is required to suit the clarifier equipment.
2. Clarifier equipment in accordance with Section 11335 except as varied herein:
- a. Performance requirements
 - i. Basis of hydraulic design per clarifier (these apply in lieu of Section 11335-1.04-B):

Flow (MGD)	Peak	Max Month
Wastewater	3.6 mgd	1.3 mgd
Return Sludge	2.0 mgd	1.7 mgd
Total	5.6 mgd	3.0 mgd

- ii. Solids loading rates per clarifier (these apply in lieu of Section 11335-1.04-D-1/2):
 - A. Peak solids loading rate: 28.8 lb/day/sf
 - B. Design max month solids loading rate: 15.4 lb/day/sf
- b. Design Criteria (these apply in lieu of Section 11335-2.03-A):
 - i. Number of tanks: 2
 - ii. Type of tank: Circular, center feed
 - iii. Tank inside diameter: 85 feet
 - iv. Tank top of wall elevation: EL 38.20
 - v. Weir elevation: EL 36.20
 - vi. Floor elevation at base of side wall: EL 22.20
 - vii. Minimum influent feed well diameter: 22 feet
 - viii. Minimum influent feed well submerged depth: 4.5 feet
 - ix. Minimum energy dissipating inlet (EDI) diameter: 8 feet
 - x. Minimum energy dissipating inlet (EDI) submerged depth: 2.5 feet
 - xi. Minimum influent center column diameter and wall thickness: 24" x 3/8" thick
 - xii. Floor slope: 12H:1V
 - xiii. Sludge removal mechanism type: Spiral rake blade
 - xiv. Drive type: Constant speed
 - xv. Minimum 20-year AGMA torque rating (continuous, normal operations): 19,000 ft-lbs
 - xvi. Minimum motor 100% torque: 42,000 ft-lbs
 - xvii. Rotational direction: Clockwise
 - xviii. Maximum rotation speed: 0.045 rpm
- c. Feed Well (amend Section 11335.2.03-D as follows):
 - i. Locate top of feed well at EL 36.75.

- ii. Include four scissor blades in the space between the EDI and feed well to promote the passage of scum out of the feed well.
- iii. Refer to feed well plan on Drawing No. SC-M0502. Diameter shall be 22-ft.
- d. Sludge Removal Mechanism (amend Section 11335.2.03-G as follows):
 - i. Include a rotating drum assembly to match the configuration of the existing clarifiers at IBRWF.
- e. Access Bridge (amend Section 11335.2.03-I as follows):
 - i. Provide access bridge and guardrail to span both clarifiers and the space between the two clarifiers.
 - ii. Top of walkway elevation anticipated to be EL 39.83. Contractor to coordinate top of wall elevation for the Scum Pump Station No. 2 wet well structure to match top of grating elevation for the clarifier access bridge.
 - iii. Coordinate bearing and anchoring details with precast, post-tensioned concrete tank manufacturer.
 - iv. Launder access: Match the arrangement and removable ladders provided for Clarifier Nos. 3 and 4 at the South Coastal RWF, including:
 - A. Approximately 2'-8" wide locking swing gates on each side of bridge and at each clarifier to allow access to launder ladders.
 - B. At each of these four locations, aluminum ladder brackets to suit the removable ladders.
 - C. Provide a total of two removable aluminum access ladders.
 - v. Provide an opening in the guardrail for the access stair to be provided by the General Contractor. Opening width shall be 5'-0" at a location to be coordinated by Contractor. Contractor will provide guardrail from top of stairs to tie into clarifier equipment manufacturer's guardrail on access bridge.
 - vi. Provide an opening in the guardrail at the Scum Pump Station No. 2 wet well structure. Opening width shall be 10'-0" and located at the center of the span. Contractor will provide guardrail at the wet well structure, coordinated with clarifier equipment guardrail, and shall make connections to the clarifier equipment manufacturer's guardrail.
 - vii. Omit the conduit support system specified in Section 11335-2.03-I-7.
- 3. Brush cleaning system in accordance with Section 11336 and the details included on Drawing No. SC-M0502. Contractor to ensure that the area utilized by the brush cleaning system is kept free of obstructions around the entire periphery of the tank.
- 4. Density current baffles, scum baffles, and V-notch weirs in accordance with Section 11288 and the details included on Drawing No. SC-M0502.
 - a. Weir elevation (invert of V-notch): EL 36.20
 - b. Density current baffle elevation (bottom of baffle): EL 29.20
 - c. Scum baffles and associated support brackets shall be coordinated with brush cleaning system and clarifier equipment. Top of scum baffle to be at least 5" above invert of V-notches.
 - d. Coordinate density current baffle with clarifier equipment and scum piping. Refer to note 2 on Drawing No. SC-M0502.

Enclosures

- 1. Vendor Proposal: Precast, Post-tensioned, Concrete Tanks – Circular (Dutchland)
- 2. Vendor Proposal: Clarifier Equipment (Ovivo)
- 3. Vendor Proposal: Brush Cleaning System (Ford Hall)
- 4. Vendor Proposal: FRP Clarifier Accessories (Nefco)



TELEPHONE 610/759-5100
FACSIMILE 610/746-0974

CONTRACTORS

179 Mikron Road, Bethlehem, PA 18020

December 5, 2024

Mr. Steven Clark, P.E.
GHD
16701 Melford Boulevard, Suite 330
Bowie, MD 20715

Re: Sussex County
Inland Bays RWF Expansion
Proposed Change Order Request No. 554-01-001
Initial Equipment Procurement

Dear Mr. Clark:

Pursuant to GHD’s RFP-IB-001-GC, Michael F. Ronca & Sons, Inc. hereby proposes to furnish the Clarifier Equipment as identified in the RFP in addition to transfer of costs for SCRWF Treatment Process Upgrade No. 3 CO-35, for the Lump Sum Price of Three Million Four Hundred Seventy-One Thousand Five Hundred Forty-One Dollars and 57 Cents.....\$3,471,541.57.

Please note, this proposal is based on all information identified in GHD’s RFP IB-001-GC dated December 3, 2024 and as further clarified in the below “Scope of Work” and “Listing of Qualifications/Exclusions”.

Scope of Work:

- PCPT Clarifier Tankage
 - Furnish and erection of 2 EA 85’ Dia PCPT Clarifier Tanks in accordance Design Parameter’s Identified in RFP-IB-001-GC.
 - PCOR is based on scope and costs Identified in Dutchland’s Budgetary Proposal dated September 3, 2024 and is subject to adjustment based on Dutchland’s final pricing.
 - PCOR does not include the \$49,600.00 sales tax adder in Dutchland’s Proposal which should not apply in the State of Delaware.
- Clarifier Equipment
 - Furnish only 2 EA 85’ Dia Clarifier Equipment Assemblies, in Accordance Design Parameter’s Identified in RFP-IB-001-GC.
 - PCOR is based on scope Identified in Ovivo’s Proposal dated November 21, 2024 and pricing identified in Sherwood Logan November 26, 2024 email to Steven Clark.
- FRP DCBs & Scum Baffles
 - Furnish only FRP Density Current Baffles & FRP Scum Baffle required for 2 EA 85’ Dia Clarifiers in Accordance Design Parameter’s Identified in RFP-IB-001-GC.
 - PCOR is based on scope Identified in NEFCO’s Proposal dated November 26, 2024.

December 5, 2024
Mr. Steven Clark, PE
Page Two

- Clarifier Brush Cleaning Assemblies
 - Furnish and installation of 4 EA Brush Cleaning Assemblies for 4 EA 85' Dia Clarifier Tanks (2 EA Existing – 2 EA New) in accordance Design Parameter's Identified in RFP-IB-001-GC.
 - PCOR is based on scope and costs Identified in Weir-Wolf's Proposal dated November 15, 2024.
- Transfer of Costs for SCRWF Treatment Process Upgrade No. 3 CO-35
 - Pursuant to Sussex County's request this PCOR includes transfer of costs from previously issued CO-35 for the SCRWF Treatment Process Upgrade No. 3 Project.

Listing of Qualifications/Exclusions:

- This PCOR is limited to procurement of the equipment and services identified above and does not include any other related project costs, including but not limited to mobilization, labor, equipment, ancillary materials, etc. required for construction and installation of the equipment and performance of the balance of the work.

Thank you for the opportunity to provide this proposal, should you have any questions concerning the same, or require additional information, please do not hesitate to contact me.

Regards,

Scott Wachinski

Project Manager

cc: HO File 554-01
Hans M. Medlarz, P.E. – Sussex Co.
David A. Ronca – M.F. Ronca

B U D G E T A R Y P R O P O S A L

September 3, 2024

GHD Group
16701 Melford Blvd., Suite 330
Bowie, MD 20715

ATTN: Vince Casella

**RE: Inland Bays Regional Wastewater Facility – Sussex County, DE
Two (2) Precast Post-Tensioned Concrete Clarifier Tanks**

Dutchland LLC manufactures various precast structures including, but not limited to, post-tensioned circular and rectangular concrete tanks to be used for potable water, wastewater storage, and wastewater treatment. We are pleased to offer the following proposal.

Proposal #E18092-1

Scope of Work Description:

Design, manufacture, deliver, and install the two (2) Clarifier Structures. Tanks are to be installed onto a stone sub-base installed by others. All site work, site access, dewatering, and mechanical installation to be provided by others. Pricing is based on all tank structures being installed concurrently with continuous site access.

Design Assumptions and Standards:

1. Tank subgrade assumed to have an adequate soil bearing capacity and settlement values to support these structures with no ground or flood water conditions.
2. Tank structures are designed to Dutchland Standard Specifications based on ACI 350-06 Code including requirements for Post-Tensioned Tanks.

Tank Description (Applies to Both Tanks):

- Base Outside Diameter: 89'-0"
- Tank Inside Diameter: 85'-0"
- Tank Wall Height: 16'-0"
- Maximum Water Level: 14'-0"
- Total Volume to Maximum Water Level: 640,900 Gallons

Inclusions:

1. Cast-in-place reinforced concrete base slab consisting of a 16" thickness sloping to a center pier/sump.
2. 12-mil polyethylene vapor barrier membrane between the sub-base stone and base slab.
3. Precast post-tensioned concrete circular tank walls with a 9" minimum thickness.
 - a. Interior precast concrete effluent trough.
 - b. Precast concrete corbels to support the effluent trough.
 - c. Precast post-tensioned concrete effluent drop box walls with 10" minimum thickness.
4. Minimum compressive strength of cast-in-place concrete shall be 4,500-PSI at 28-days.
5. Minimum compressive strength of precast concrete shall be 6,000-PSI at 28-days.
6. All reinforcement to be standard, non-epoxy coated.

7. Furnish and install base and wall joint sealant per Dutchland design standards.
8. All labor, material, and equipment necessary to pour the bases and erect the tank structures.
9. Provide shop drawings and calculations signed and sealed by a licensed Professional Engineer in the State of Delaware for Dutchland’s scope of work.
10. Two-year limited structural warranty. *This is a corporate guarantee and not covered by any bonds or insurance policies.*
11. Prevailing wages for all onsite work.

Two (2) Clarifier Tanks Combined Total \$1,947,000.00
Add Sales Tax Two (2) Clarifier Tanks Combined Total\$49,600.00

Exclusions:

1. All site work related to access, excavation, excavation maintenance, shoring, sub-base preparation, dewatering, crane pads, delivery truck roads and pads, concrete delivery wash out areas/holes, and backfill of tank site.
 2. Survey and layout work other than precast layout.
 3. Dumpsters, sanitary stations, and any other temporary facilities.
 4. Water, other than drinking water for employees of Dutchland.
 5. Swept-in grout and effluent launder slope grout, and any fill concrete.
 6. All cast-in materials and pipe penetrations.
 7. All interior and exterior equipment and piping.
 8. All testing including sub-grade testing, concrete strength break testing, and tank leak testing.
 9. All miscellaneous metal items including, but not limited to, access stairs, ladders, permanent and temporary handrail, permanent and temporary safety barricades, and grating and grating support.
 10. Interior and exterior coatings, if required.
 11. Union labor or the inclusion of Project Labor Agreements.
 12. All costs associated with wintertime/cold weather construction.
 13. Installing any item that Dutchland did not supply.
 14. All bonds including, but not limited to, performance and payment bonds, state and local highway bonds, and road bonds.
 15. Costs to repair road damage caused by concrete trucks, tractor-trailer delivery trucks, and cranes.
 16. Permits, easements, and right-of-way agreements.
- No items other than those mentioned in the above scope are included.
 - Dutchland will install only that which Dutchland supplies.
 - Proposal is based on prevailing wage rates and Dutchland standard wages.
 - Due to the ongoing pandemic and changing supply chain, Dutchland cannot provide a fixed price proposal for any extended duration. Pricing is subject to change pending review of market conditions at time of Contract.

Thank you for allowing Dutchland LLC to be a part of this project.

Sincerely,



Annmarie Hyrb
Business Development & Outside Sales Manager
 Dutchland LLC

cc: Jason North, Chesapeake Environmental Equipment



PROPOSAL

BID DATE: NOVEMBER 22, 2024

INLAND BAYS RWF TREATMENT PLANT CITY OF MILSBORO, DE

PREPARED FOR

GHD associates

AREA REPRESENTATIVE

Sherwood Logan and associates
John Logan
jlogan@sherwoodlogan.com

NOTES

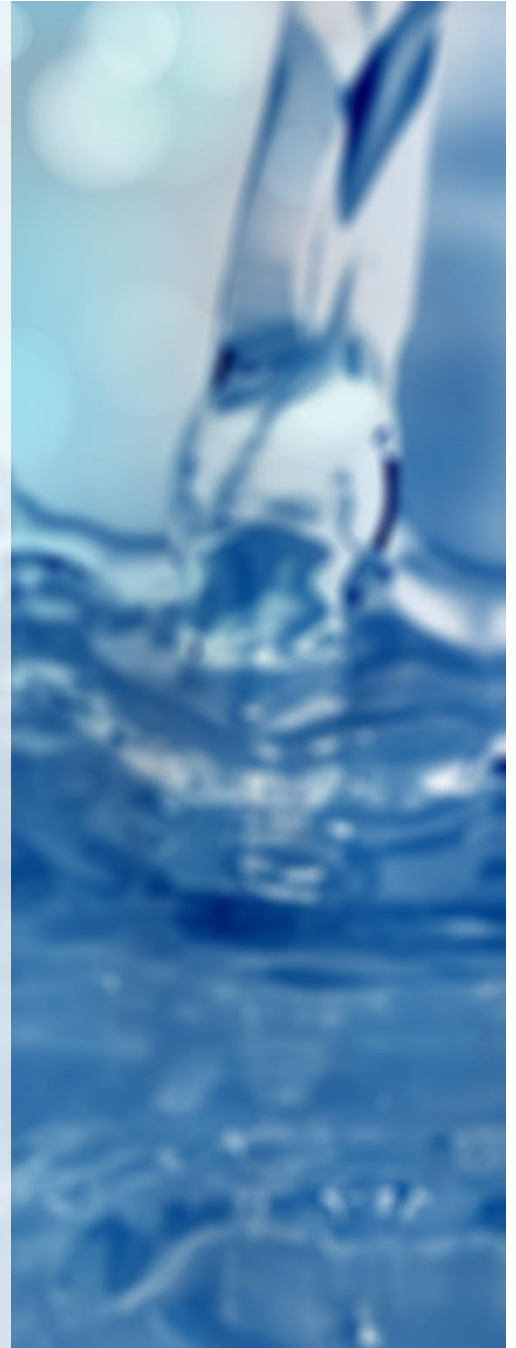
Preliminary proposal.

Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.

PREPARED BY

Cedric Sirantoine
Phone (801) 931-3000
Fax (801) 931-3080
cedric.sirantoine@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



DATE: November 21, 2024

TO: name of plant

BID DATE: November 22, 2024

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

Sherwood-Logan and Associates
2140 Renard Court
Annapolis, MD 21401

Attention: John Logan
Telephone: 410-841-6810
Email: jlogan@sherwoodlogan.com

BID PRICING

This proposal is valid for 30 days. Bid Pricing Expiration Date: December 22, 2024.

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	11335	85' Secondary clarifiers	*	\$ _____

DELIVERY

*Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **twenty-six (26) weeks** after receipt of approved submittals from Purchaser.

The following may be used to assist in scheduling, however the timeframes listed above prevail in the event of a conflict.

MILESTONE	CLARIFIER EQUIPMENT DATES
Bid Due Date	11/22/2024
Received PO from Customer (no LOIs or contingent POs)	12/22/2024
Ovivo Acknowledges Conforming PO or Executed Contract*	1/12/2025
Engineering Submittal by Ovivo**	3/9/2025
Submittal Approval by Purchaser	4/6/2025
Fabrication Complete & Begin Shipment	10/5/2025

*If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the date shown. This is, however, the date by which an executed contract must be in place to maintain price validity and schedule delivery. Ovivo's required terms are included in this proposal.

**Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance from the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

ITEM I - SECONDARY CLARIFIER, TYPE C4D-FTS - SPECIFICATION 11335 and amendment

Ovivo (formerly EIMCO Water Technologies) proposes to supply two (2) Ovivo type C4D-FTS clarifier mechanisms suitable for installation in a new 85' diameter concrete tank. The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications.

ITEMS INCLUDED PER CLARIFIER:

- Complete Ovivo C40HT drive assembly, with:
 - 40" pitch diameter main gear.
 - 45" diameter ball bearing with liner strips.
 - Cast iron turntable.
 - Gear motor, chain and sprocket.
 - Cast aluminum drive control.
 - Shear pin

Drive unit is completely factory assembled, calibrated, tested and finish painted.
AGMA Continuous torque: 19,000 ft-lbs, Alarm at 16,150 ft-lbs, cut-out at 19,000 ft-lbs, shear pin at 24,700 ft-lbs.
- Beam bridge extending from the tank wall to the center operating platform in HDG steel, with 3'-6" wide walkway and 1-1/2" aluminum serrated I-bar grating.
- Platform around the drive, 9'-6" square for 3' clearance around the drive, with HDG steel frame and 1-1/2" aluminum serrated I-bar grating.
- Aluminum handrail around platform and walkway, 1-1/2" diameter 2-rail with 4" toe channel, sub-assembled system. Locking safety gates and launder access aluminum ladders on each of the walkway.
- Interconnecting walkway between the two clarifiers with handrail.
- Cage, square box truss design, steel.
- Rake arms, two (2) full radius square box truss design with spiral blades, all in steel and 304 sst squeegees.
- Rotating sludge collection drum
- Center column 24" diameter x 3/8" plate, flanged with (4) influent ports, in steel.
- Feedwell 22' diameter x 5'-0" deep x 3/16" steel plate, with supports from cage.
- Energy Dissipating Inlet (EDI) 8' diameter x 3'-0" deep x 3/16" steel plate, with scoop openings
- Two (2) full radius scum skimmers with full radius scum trough and flush valve.
- Anchor bolts, 316 Stainless Steel.
- Assembly fasteners, 316 Stainless Steel.
- Operation and Maintenance manuals.
- Service as noted in the "Field Service" section of this proposal.
- See "Surface Preparation and Paint" section of this proposal.
- Freight, FCA factory, freight allowed to jobsite.
- Spare parts as specified.
- Calculations : design analyses, drive Calculations, head loss Calculations, PE Seal.
- One (1) year warranty.

ITEMS NOT INCLUDED (But not limited to the following):

- FRP weirs, baffles, Density current baffles.

- Ford Hall brush system.
- Field welding. Minimal field welding will be necessary.
- Anchor templates and grout shield. We provide bolt circle dimensions for the center column and anchor positions.
- Demolition or erection services.
- Finish painting.
- Lamp posts.
- VFD controller.
- Lubricants.
- Electrical controls or control panels, push button stations, alarms, starters, mounting plates or brackets, conduit, wiring, mounting channels, photocells, etc.....
- Stairways, access walkways, interconnecting walkways, gratings, etc., outside tank.
- Handrail around tank.
- Scum piping below or flexible connector to scum box stub nozzle.
- Dissimilar metals protection (bituminous paint or isolation tape) for aluminum handrail and grating mounted to steel walkway members. Mastic/sealant/packing is also by others.
- Tank, platform or feedwell covers of any kind.
- See general items listed hereafter.
- Any field measurements required for provision of this equipment.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM	34,000 LBS.
APPROXIMATE WEIGHT OF THE HEAVIEST SINGLE COMPONENT	6,100 LBS.

FIELD SERVICE PER CLARIFIER:

Our proposal includes the service of a qualified service engineer for the following:

- Five (5) Days / Three (3) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment. Static torque testing is included in these services.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT:

- Ovivo's drive unit will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Tnemec N69F and one (1) top coat of Tnemec Endura-shield 73. Gearmotors are coated by the manufacturer.
- Non-submerged steel will be HDG after fabrication per ASTM A123.
- Submerged steel will receive a surface preparation of SSPC-SP-10 and will be coated with one coat of primer Tnemec series N69, 3-5 MDFT

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation

costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Type Muni
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent to Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready to Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo’s Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser’s customer (the “Owner”), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser’s receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo’s Credit Department.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Cedric Sirantoine
Tel. #: 801-931-3000
Email: amy.harrison@ovivowater.com
cedric.sirantoine@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

Very truly yours,

Ovivo USA, LLC

Attachment(s):

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal: PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) the costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to

receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appellable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

28. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

29. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

31. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.



Date: November 26, 2024
To: Michael F. Ronca and Sons, Inc.
Project: Inland Bays WWTP Improvements (Rev.3)
Location: Sussex County, DE

NEFCO™ Systems is pleased to submit this scope of supply for this project:

1. FRP Scum Baffle Panels for Two (2) 85' Dia. Clarifiers No. 3 & 4

Two (2) sets, each set includes 21 isophthalic polyester FRP scum baffle panels 3/8" x 15" x 11'-9", FRP scum baffle splice plates, 3/8"-thick FRP angled scum baffle brackets (**gusseted lower bracket and angled upper bracket**), and all the required 316 stainless-steel anchors and fasteners for a complete installation. FRP color is green.

2. FRP Density Current Baffle for Two (2) 85' Dia. Clarifiers No. 3 & 4

Two (2) sets, each Density Current Baffle set will consist of 35 baffle modules that combine the baffle panel, baffle bracket, vents and mounting and stiffening flanges in an integrally molded unit. Each baffle module is 1/4" thick x 51" wide x 8' long and mounts directly to the tank wall. **Each baffle panel extends about 44" (recommended) into the tank.** The integral bracket holds the baffle at a 30° angle from the horizontal, which has been proven the most effective in diverting rising solids back into the main volume of the tank. Mounting holes are factory drilled and sealed. The baffle is delivered with all the 316 stainless-steel fasteners required for a complete installation. FRP color is black.

Exclusions: Caulk, sealants, assembly, installation, spare parts, and field services are not included. If field services are required, please add \$2,800.00 per trip and \$1,000 per day after day 1 and NEFCO will verify the products have been installed correctly per approved drawings. If adhesive anchors are supplied, adhesive, applicators, and special tools are not included.

Delivery: Submittals provided 4-8 weeks after receiving the purchase order. The submittal lead time assumes all required information has been provided. Materials provided 7-14 weeks after drawing approval. Delays in approvals may cause longer lead times. If signed and sealed calculations by P.E. are required, they will be provided upon approval of final design and will require an additional 2-4 weeks to produce.

Pricing as follows:

Item 1: \$63,150.00

Item 2: \$81,000.00

The price for this material includes freight to the jobsite. The price does not include installation or any applicable fees or taxes. Payment terms are 20% upon receipt of drawings/submittals, 80% upon shipment net thirty (30) days from invoice date.

This proposal will remain valid for a period of thirty (30) days from the bid date. Price is valid for delivery on or before June 30, 2025. Our other conditions of sale are attached.

Thank you for considering our products for this application.

Sincerely,

NEFCO Systems

A handwritten signature in black ink, appearing to read "Chris Truszkowski".

Chris Truszkowski
Sales Manager

Cc: Geiger Pump & Equipment Co.

NEFCO Systems

STANDARD TERMS & CONDITIONS

GOODS: The nature and description of the Goods being purchased shall be consistent with and restricted to the scope issued by the seller on February 11, 2023.

TAXES: No local taxes are included in the purchase price. Any applicable sales and/or use taxes or similar levies that may be imposed by the State, Province and/or other municipal entities shall be remitted by the Buyer directly to the appropriate authority.

CHANGES: Changes to order may be provided such changes are agreed to in writing by and between the Seller and Buyer. If any such change results in an increase or decrease in cost or the time required for performance of this transaction, an equitable adjustment shall be made to the contract price and/or delivery schedule.

TERMS OF MANUFACTURE: NEFCO will release the project to production when the following milestones have been met:

- Copies of the fully executed Purchase Order have been exchanged.
- The NEFCO submittal package has been approved by all required parties (buyer, engineer, owner, etc.)
- NEFCO has received a "Release to Production" notice from the contractor.

INVOICES: Invoices are issued on the date of shipment or notification of readiness to ship. Orders may be split-shipped and invoiced proportionately.

TERMS OF PAYMENT:

- 20% Upon Receipt of Drawings/Submittals
- 80% Upon Shipment, Net 30
- Holdbacks or retention are not permitted.
- Foreign funds require wire transfer payments.

BACKCHARGES: Under no circumstances will back charges be accepted without written authorization by Seller.

PRICE ESCALATION: If a purchase order is not received by NEFCO prior to the proposed valid period, prices and shipping dates are subject to review and adjustment by NEFCO. Due to the unpredictability of material, shipping, and labor prices across North America, NEFCO shall not assume responsibility for such possible escalations and impacts to schedule beyond the proposed valid period. This includes but is not limited to increases in FRP, metals, shipping, and labor prices. NEFCO may increase or decrease the price of its proposal or require payment adjustment in the form of a change order due to any labor and material price increase/decrease that exceeds 5% per annum of the price of the specific labor or material in place on the date of NEFCO's proposal or when product fabrication utilizing labor or materials does not commence as agreed primarily to actions of parties other than NEFCO. Any labor and material price increase/decrease shall be based on an industry-standard pricing measure or index for that labor or material that accurately represents the market increase or, NEFCO's reasonable discretion; actual increases incurred by NEFCO The resulting cost and schedule impact shall be disclosed to the buyer prior to fabrication.

CANCELLATION: In the event of cancellation of all or part of any order, cancellation charges may apply. Engineering charges equal to fifteen percent (15%) of the purchase price shall be due if the order is cancelled prior to release for production. Once production begins, the full purchase price shall be due in full as all materials are custom-made.

SHIPMENT: Goods shall be delivered to the jobsite in closed trucks. FOB Destination. No storage fees are included.

INSPECTION: Buyer shall make necessary inspection of delivered Goods and notify Seller in writing within thirty (30) days of delivery to the jobsite of any missing or damaged parts.

WARRANTY: The standard manufacturer's warranty on defective materials or workmanship will apply to all Goods sold unless otherwise stated in this quotation. Items may be repaired or replaced at the Seller's discretion. The warranty applies only if the items are installed, operated, and maintained in accordance with Seller's recommendations. On request of Seller, the part claimed to be defective will be returned, transportation prepaid to the factory (as designated by the Seller), for inspection. The seller is not responsible for any costs incurred as a result of product failure.

SERVICES: Unless specifically stated to the contrary, no on-site services included. If field services are required, please add \$2,400.00 per trip and \$800 per day after day 1 and NEFCO will verify the products have been installed correctly per approved drawings.

DISPUTE RESOLUTION: Any dispute, claim or controversy arising out of or relating to this Agreement shall be determined by arbitration in Seller's jurisdiction.

ERRORS AND OMISSIONS STATEMENT: Errors or omissions made in connection with this quote, or any transaction hereunder shall not relieve either party (Buyer/Seller) from any liability which would have attached had such delay, error or omission not occurred, provided always that such error or omission is rectified as soon as possible after discovery.

WEIR-WOLF automated cleaning system PO Box 2110 Richmond KY 40476 859-624-1077	Friday, November 15, 2024	Project: <u>Inland Bays WRF c/o Sussex Co. DE</u>
---	---------------------------	---

Model:	SBSWL001 ASA BA Dual Arm #3&4 New in one Mobilization & Replace #1&2 in two separate Mobilizations									
Surfaces:	Inner Baffle	Outer Baffle	Inner Weir	Outer Weir	Top Spillway	Angle Spillway	Vertical Spillway	Inner Launder Wall	Bottom Launder	Outer Wall
	X	X	X	X	X	X	X	X	X	X
Materials	316 Stainless Steel				304 Stainless Steel					
Attachment Sleeve							X			
Mainframe							X			
Brush Arm							X			
Brush Holders					X					
Springs					X					
Effluent and Scum Box Ramps							X			
Brushes	Polypropylene (Red/Black)									
Shear Safety breakaway option for brush holder									INCLUDED	
Installation									INCLUDED	
Fully Installed - Turnkey Installation by FHC Certified Technicians. Includes tools, field installation, start-up testing, certification, and Training. up to Two (2) days per clarifier. Startup testing, certification and training must be completed during the Two (2) days per clarifier the FHC technician is onsite.									INCLUDED	
Includes all Spares per Specification Full Set of Each Brush for each Clarifier									INCLUDED	
Based on (3) Mobilizations (1,280 Miles Round Trip) for the total job.										
The Weir-Wolf equipment is covered by a five (5) years parts warranty and a one (1) year labor warranty (excluding brushes.)										

TWO (2) #3&4	CUSTOM DESIGNED WEIR-WOLF SYSTEMs \$24,420 Each	\$ 48,840
TWO (2) #1&2	CUSTOM DESIGNED WERI-WOLF SYSTEMs \$25,660 Each (1 Mob. Each)	\$ 51,320
Total	ALL FOUR	\$100,160

X indicates option included in quote.

The Weir-Wolf system requires "L-shaped" upper scum baffle brackets. Price assumes clarifier is completely free of obstructions around the entire periphery of the clarifier and is compatible with the Weir-Wolf system. If the system cannot be welded to the skimmer arm additional materials and fees will be assessed. Price does not include any taxes, licenses, nor fees (if applicable). Where sales taxes are applicable, it shall be paid directly to the state by the buyer. Our terms of payment are NET payable upon receipt of invoice. This quote will remain in effect for ninety (90) days. All Prices are in US Dollars.

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

(302) 855-7370 T

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Sussex County

DELAWARE
sussexcountype.gov

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Mike Harmer, P.E., County Engineer
Paul Mauser, P.E., Assistant County Engineer

DATE: December 10, 2024

RE: S23-11, Briarwood Estates Septic Elimination Project
Public Hearing

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.

Sussex County provided the requested presentation and in May 2019 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. The Engineering Department presented the polling results to County Council in October of 2020 requesting permission to post notices for a Public Hearing. 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.



Proposed Septic Elimination Project: The connection of the Briarwood Estates community to the County's sewer system will eliminate an estimated 1,200 pounds of Total Nitrogen (TN) per year from the Rehoboth Bay watershed. The County is able to utilize existing sewer infrastructure assets in the area and connect the proposed collection system to Pump Station 403 which will convey the wastewater to the Inland Bays Regional Wastewater Facility (IBRWF). The County will also utilize a 2nd discharge point which will be to the neighboring community (Hart's Landing). The wastewater from this 2nd discharge point to Hart's Landing is currently treated by Artesian Wastewater Management, Inc. (AWMI).

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. 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 #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.

Sussex County Engineering Recommendation for County Council: Based on a favorable Public Hearing at the December 10, 2024 Council Meeting, the Engineering Department recommends approval 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.

ORDINANCE NO. [_____]

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$4,631,363 OF GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH BRIARWOOD ESTATES PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the “County”) has “all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute” (the “Home Rule Power”);

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the Briarwood Estates Project, which will finance the installation of a central sanitary sewer system for the existing Briarwood Estates subdivision to serve 71 single family lots (68 improved). Briarwood Estates is located at the intersection of Tanglewood Drive and John J. Williams Highway (Rt. 24) adjacent to Love Creek. Two sewer connections are proposed in the Nearby Saddle Ridge and Hart’s Landing subdivisions (collectively, the “Project”);

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bond and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bond. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$4,631,363 (the “Bond”) to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project, with the expectation that up to \$3,200,000 of principal forgiveness will be applied in order to reduce the principal amount of the Bonds outstanding to \$1,431,363 upon Project completion.

The monies raised from the sale of the Bond (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bond and any interim financing during the construction period and for a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bond and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the

reimbursement of authorized costs previously expended by the County from other funds.

Section 2. Security for the Bond. The principal, interest and premium, if any, on the Bond may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bond shall contain a recital that they are issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of its validity and of the regularity of its issuance. The Bond are backed by the County's full faith and credit.

Section 3. Terms of the Bond. The Bond shall be sold at such prices and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bond shall bear interest at such rate or rates and shall mature in such amounts and at such times, but not exceeding thirty (30) years from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bond. The Bond may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bond will be sold to the State of Delaware Water Pollution Control Revolving Fund (acting by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency).

Section 5. Details of the Bond. The County Administrator is authorized to determine the details of the Bond including the following: the date or dates of the Bond; provisions for either serial or term Bond; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bond; the denominations and designations of the Bond; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bond; provisions for the replacement of lost, stolen, mutilated or destroyed Bond; and provisions for issuing uncertificated obligations and all procedures appropriate for the establishment of a system of issuing uncertificated debt. The Bond shall be executed by the manual or facsimile signature of the County Administrator, shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bond.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bond is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bond and to provide for its security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage.

The County Clerk is hereby directed to publish a notice of the adoption hereof in accordance with Section 7002(m)(2) of Title 9 of the Delaware Code, as amended.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. ____ ADOPTED ON THE _____ day of December, 2024.

SUSSEX COUNTY, DELAWARE

Tracy Torbert
Clerk of the Council

SYNOPSIS: This Ordinance provides for the issuance of up to \$4,631,363 of Sussex County General Obligation Bond in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of the Briarwood Estates Project, which will finance the installation of a central sanitary sewer system for the existing Briarwood Estates subdivision to serve 71 single family lots (68 improved). Briarwood Estates is located at the intersection of Tanglewood Drive and John J. Williams Highway (Rt. 24) adjacent to Love Creek. Two sewer connections are proposed in the Nearby Saddle Ridge and Hart’s Landing subdivisions (collectively, the “Project”).

ENGINEERING DEPARTMENT

MIKE HARMER, P.E.
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Sussex County

DELAWARE
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Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable John L. Rieley, Vice President
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable Mark G. Schaeffer

FROM: Mike Harmer, P.E., County Engineer
Paul Mauser, P.E., Assistant County Engineer

DATE: December 10, 2024

RE: S20-10, Winding Creek Village Water District
Public Hearing

Project Background Information: In September 2017, eligible voters in the optimized Winding Creek Village water district boundary approved the creation of the water district area in a referendum by a margin of 5 to 1. The referendum was based on a uniform service charge not tied to individual water meter readings consistent with the County's standard service approach. Design for the project was completed and the project competitively bid on April 30, 2024, without meters. Findings of a consideration to include water meters was presented to County Council on August 13, 2024. County Council considered the findings from the hearing and voted not to proceed with a referendum. As such, this project will not include water meters.

Delaware Drinking Water State Revolving Fund Loan: This project is receiving funding through the Drinking Water State Revolving Loan Fund (DWSRF). These requirements include Davis Bacon Wage Rate and State Wage Rate requirements as contained in the project specification. American Iron and Steel requirements apply to this project. All listed iron and steel products for the project must be produced in the United States. The County also applied for supplemental DWSRF funding, and the apparent low bidder agreed to hold the price until the supplemental funding offer was finalized. The supplemental funding was approved by the State's Water Infrastructure Advisory Council on September 18, 2024, allowing the project award to proceed.

Invitations to Bid were advertised in the local newspaper as well as available to view on the County website in early in 2024. In addition, the public bidding information was directly forwarded to several contractors. Nine (9) contractors attended the Pre-Bid meeting on March



27, 2024, and on April 30, 2024, eight (8) bids were received. The low bidder was Atlantic Contracting & Material Co. at \$4,042,722.00.

At the September 24, 2024 Council Meeting, the Engineering Department recommended award of the project to Atlantic Contracting & Material Co. in the amount of \$4,042,722.00 subject to concurrence with the Department of Health and Social Services (DHSS) and Council approved the recommendation.

On September 30, 2024, the County received the Binding Commitment Letter (BCL) from DNREC Environmental Finance and the County accepted the offer on that same day. The BCL identifies a loan amount of \$2,413,059 for a term of thirty (30) years. Upon completion of the project, up to \$1,663,059 of principal forgiveness will be applied and the remaining balance will be amortized over 30 years at 2.831% 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 \$2,413,059.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Winding Creek Village Water District project.

Sussex County Engineering Recommendation for County Council: Based on a favorable Public Hearing at the December 10, 2024 Council Meeting, the Engineering Department recommends approval of up to \$2,413,059.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Winding Creek Village Water District project.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$2,413,059 OF GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH INCREASED COSTS ASSOCIATED WITH THE WINDING CREEK VILLAGE WATER DISTRICT PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the “County”) has “all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute” (the “Home Rule Power”);

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the Winding Creek Village Water District Project, consisting of the (a) installation of a water main from the existing Tidewater Utilities Meadows Pump District to a master meter at the entrance to the Winding Creek Village Subdivision (the “Subdivision”), and (b) construction of a distribution system throughout the Subdivision, along with the installation of relevant valves and fire hydrants (collectively, the “Project”);

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bond and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9;

WHEREAS, pursuant to Ordinance No. 2650 adopted on April 30, 2019, the County authorized the issuance of its General Obligation Bond in the maximum principal amount of up to \$2,000,000 for the Project;

WHEREAS, the County previously issued its General Obligation Bond (Winding Creek Village Water District Project), Series 2019A-SRF in the maximum aggregate principal amount of up to \$2,000,000 (the “2019A Bond”) on May 17, 2019 to secure a loan from the Delaware Drinking Water State Revolving Fund (acting by and through the Delaware Department of Health and Social Services) (“DHSS”) to fund the Project;

WHEREAS, the County requires additional funding due to increases costs for the Project and desires to accept a supplemental loan in the amount of \$2,413,059 from DHSS to fund the increased costs of the Project; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the increased costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bond. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$2,413,059 (the “Bond”) to finance or reimburse the County for a portion of the increased cost of the design, construction and equipping of the Project, with the expectation that up to \$1,663,059 of principal forgiveness will be applied to the Bond, resulting in a total forgiveness of \$2,663,059 with respect to the 2019A Bond and the Bond to reduce the combined principal amount of the 2019A Bond and the Bond outstanding to \$1,750,000 upon Project completion.

The monies raised from the sale of the Bond (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bond and any interim financing during the construction period and for a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bond and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the reimbursement of authorized costs previously expended by the County from other funds.

Section 2. Security for the Bond. The principal, interest and premium, if any, on the Bond may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bond shall contain a recital that it is issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of its validity and of the regularity of its issuance. While the Bond is backed by the County’s full faith and credit, it is expected that the debt service will be paid from revenues of the Subdivision.

Section 3. Terms of the Bond. The Bond shall be sold at such price and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bond shall bear interest at such rate and shall mature in such amount and at such times, but not exceeding thirty (30) years from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bond. The Bond may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bond will be sold to the DHSS (or any successor agency).

Section 5. Details of the Bond. The County Administrator is authorized to determine the details of the Bond including the following: the date or dates of the Bond; provisions for either serial or term bond; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bond; the denomination and designation of the Bond; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bond; provisions for the replacement of lost, stolen, mutilated or destroyed Bond; and provisions for issuing uncertificated obligations and all procedures

appropriate for the establishment of a system of issuing uncertificated debt. The Bond shall be executed by the manual or facsimile signature of the County Administrator, shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bond.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bond is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bond and to provide for its security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage.

The County Clerk is hereby directed to publish a notice of the adoption hereof in accordance with Section 7002(m)(2) of Title 9 of the Delaware Code, as amended.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. ____ ADOPTED ON THE _____ day of December, 2024.

SUSSEX COUNTY, DELAWARE

Tracy N. Torbert
Clerk of the Council

SYNOPSIS: This Ordinance provides for the issuance of up to \$2,413,059 of Sussex County General Obligation Bond – Supplemental in order to finance or reimburse the County for a portion of the increased costs for the design, construction and equipping of the Winding Creek Village Water District Project, consisting of the (a) installation of a water main from the existing Tidewater Utilities Meadows Pump District to a master meter at the entrance to the Winding Creek Village Subdivision (the “Subdivision”), and (b) construction of a distribution system throughout the Subdivision, along with the installation of relevant valves and fire hydrants (collectively, the “Project”), with the expectation that up to \$1,663,059 of principal forgiveness will be applied to the Bond, resulting in a total forgiveness of \$2,663,059 with respect to the 2019A Bond and the Bond to reduce the combined principal amount of the 2019A Bond and the Bond outstanding to \$1,750,000 upon Project completion.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 103, ARTICLE VI (“LODGING TAX”) OF THE CODE OF SUSSEX COUNTY TO INCLUDE THE IMPOSITION OF A LODGING TAX OF THREE PERCENT (3%) OF THE RENT FOR SHORT-TERM RENTALS IN THE UNINCORPORATED AREAS OF SUSSEX COUNTY IN ACCORDANCE WITH 9 DEL. C. § 8112(c) AND 30 DEL. C. § 6201.

1 WHEREAS, House Substitute No. 2 for House Bill No. 168 as amended
2 by House Amendment No. 1 and entitled, “An Act to Amend Titles 9 and 30 of
3 the Delaware Code Relating to Lodging Tax” (“HB 168”) was enacted by the
4 Delaware General Assembly on June 27, 2024, and signed into law by Governor
5 John Carney on October 2, 2024; and
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7 WHEREAS, HB 168, in part, amended Title 30, Part V to create a new
8 Chapter 62, entitled “Short-Term Rental Lodging Tax”, which imposed a lodging
9 tax on short-term rentals located in the State of Delaware; and
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11 WHEREAS, HB 168 also amended 9 *Del. C.* § 8112(c) to authorize
12 Sussex County to impose, by ordinance, a local lodging tax of no more than
13 three percent (3%) of the rent, in addition to the tax imposed by the State, for
14 short-term rentals as defined in 30 *Del. C.* § 6201, that are located within the
15 unincorporated areas of Sussex County; and
16

17 WHEREAS, in accordance with 9 *Del. C.* § 8112(c), it is the intent of the
18 Sussex County Council to impose and collect a three percent (3%) lodging tax on
19 short-term rentals in the unincorporated areas of Sussex County in a manner
20 similar to the State.
21

22 NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:
23

24 Section 1. Chapter 103, Article VI (“Lodging Tax”), § 103-39 of the Code
25 of Sussex County is hereby amended by inserting the underlined and italicized
26 language and deleting the bracketed language as follows:
27

28 “Article VI Lodging Tax
29

30 § 103-39 Definitions.
31

32 The definitions in 30 *Del. C.* § 6101 (Lodging Tax Definitions) and 30 *Del.*
33 *C. § 6201 (Short-Term Rental Lodging Tax)* are hereby incorporated by
34 reference.
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36 Section 2. Chapter 103, Article VI (“Lodging Tax”), §§ 103-40A. and B. of
37 the Code of Sussex County are hereby amended by inserting the underlined and
38 italicized language and deleting the bracketed language as follows:

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§ 139-40 Levy of Tax; Exemption; Collection; Payment

- A. A tax is hereby levied at the rate of three percent (3%) of the rent upon every occupancy of a room or rooms in a hotel, motel, [or] tourist home or short-term rental within unincorporated sections of Sussex County. Such tax shall be in addition to the lodging tax imposed by the State pursuant to 30 *Del. C.* §§ 6102 and 6202.

- B. [No lodging tax pursuant to this Article shall be imposed for reservations or contracts paid in full prior to January 1, 2020.]The lodging tax on short-term rentals only applies to short-term rental agreements entered into on or after January 1, 2025.

Section 3. Effective Date. This Ordinance shall become effective January 1, 2025.

Synopsis

In accordance with 9 *Del. C.* § 8112(c), this Ordinance amends Sussex County Code, Chapter 103, Article VI (“Lodging Tax”) §§ 103-39 and 103-40A. and B. to impose a local lodging tax of three percent (3%) of the rent for short-term rentals (as defined in 30 *Del. C.* § 6201) that are located in the unincorporated areas of Sussex County. Such tax shall be in addition to the lodging tax imposed by the State pursuant to 30 *Del. C.* §§ 6102 and 6202. The lodging tax on short-term rentals only applies to short-term rental agreements entered into on or after January 1, 2025.

All new text is underlined and italicized. All deleted text is in brackets.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

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

CC: Everett Moore, County Attorney

Date: December 9, 2024

RE: County Council Report for Ordinance 24-05 Relating to Chapter 99 of the Code of Sussex County (Design Criteria for Subdivisions)

On October 15, 2024, the County Council introduced an Ordinance to consider the potential amendment of Chapter 99 of the Code of Sussex County in relation to the design criteria for subdivisions.

The Planning & Zoning Commission held a Public Hearing on the Ordinance at its meeting of November 13, 2024. At the meeting of December 4, 2024, the Planning & Zoning Commission recommended the adoption of the Ordinance, for the six reasons as outlined within the motion, and subject to the recommended changes, as outlined within the motion (copied below).

Below is a copy of the minutes of the November 13, 2024, and the December 3, 2024, Planning & Zoning Commission meetings.

Minutes of the November 13, 2024, Planning & Zoning Commission Meeting

Ord. 24-05 Chapter 99

AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE II, SECTIONS 99-9, "PUBLIC HEARING ON PRELIMINARY PLAT APPROVAL OR DISAPPROVAL" OF THE CODE OF SUSSEX COUNTY REGARDING DESIGN CRITERIA FOR ALL SUBDIVISIONS.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the Ordinance as it was introduced to Sussex County Council on October 15th, 2024, and five written comments which were included in the paperless packet.



The Commission found that Mr. Vince Robertson, Esq. spoke on behalf of the Ordinance. Mr. Robertson stated that the initiative derived from prior Comprehensive Plans; that the current County Council adopted the most recent Comprehensive Plan; that there was discussion regarding the implementation of the Comprehensive Plan; that there had been previous presentations to the current County Council regarding Development Design ideas; that there were five broad categories decided on in March 2023; that the categories consisted of Superior Design, Subdivision Standards, Forest Preservation and site work; that these categories were ultimately boiled down at a joint workshop with the Planning Commission and County Council in September 2023; that it was modified to include the Perimeter Buffer work that the Commission did and the Subdivision Standards, which is essentially the criteria of Chapter 99-9 C; that this was a subject that County Council felt strongly about; that they have addressed Resource Buffers and Perimeter Buffers; that currently in Chapter 99-9C there are 17 items of criteria to be considered; that over the past few years there has been question as to what it means to consider something; that at times, the Commission receives very explanatory responses to the criteria; that other times the Commission receives a response that the Applicant will consider the criteria; that he questioned, what does it mean to consider; that there has been talk for some time about changing the criteria considerations, by clarifying them and making the criteria requirements rather than considerations; that an applicant will now have to satisfy the criteria, not just consider the criteria; that the Ordinance does not propose a re-write the Chapter, rather only a modification; that previously stated, the approval of a subdivision shall include consideration of the following; that now the Ordinance proposes for the approval of a preliminary plat, the applicant shall provide the following criteria are satisfied, and manner in which each one is satisfied through the design of the preliminary plat; that the Ordinance proposes that the burden be placed on the applicant to make a record that the project has satisfied all areas of criteria; that the first item of criteria is the integration of the proposed subdivision into the existing terrain and surrounding landscape; that this Ordinance proposes that the applicant is required to show that the proposed subdivision is integrated into the existing terrain and surrounding landscape; that it simply makes the previous consideration a requirement; that the second item of criteria is minimal use of wetlands and floodplains; that this criteria is also addressed with the recently adopted Resource Buffer requirements; that the new Ordinance now proposes that the applicant must comply with the Resource Buffer requirements; that the next item of criteria is preservation of natural and historical features; that the Ordinance has added to this criteria, as a result of the work performed that was related to the perimeter buffer conversations; that natural and historical features are preserved and forest fragmentation is minimized; that in addition, a forest assessment shall be conducted with a Forest Assessment Report to be included with the preliminary plat; that if woodlands or mature forest that contain high habitat value are found, these areas shall be conserved to the maximum extent possible; that they chose to use the term “Forest Assessment” and “Forest Assessment Report”, as those terms are used in the Perimeter Buffer Ordinance; that the next item of criteria makes the consideration of the open space and scenic view consideration a requirement; that the consideration of the minimization of tree, vegetation and soil removal, has now been reworded to be a requirement; that the same has been done with the screening of objectional features from neighboring properties and roadways, which was reworded from a consideration to a requirement; that the next criteria is that supply of potable water to future residents for the proposed subdivision is safe and adequate for their use; that this criteria is already being complied with, by the submission of a Willing & Able to Serve letter; that the next criteria addresses the provision for safe sewage disposal; that the means and methods of sewage disposal are adequately addressed for the proposed subdivision; that this will be provided by a private provider, DNREC or Sussex County Sewer; that the next item of criteria addresses minimization of erosion and sedimentation; that it has been paired down to say that erosion and sedimentation is minimized and the methods and minimization are adequately identified; that the Ordinance is now requiring how the

applicant will achieve this; that the next item is not necessarily in Chapter 99-9C, which relates to groundwater levels; that changes to groundwater levels are required to be minor; that groundwater recharge is maximized as a result of the proposed subdivision, and that the methods of both are adequately identified; that this criteria is currently in Code, but is worded differently; that; that this Ordinance adds the requirement that there will not be increased rates of runoff or increased risk of flooding onto adjoining properties from the design and construction of the proposed subdivision; that the methods used to achieve those criteria are adequately identified; that he felt it is a benefit to the applicant, to the public, and to the Commission; that the questions regarding runoff are asked all the time; that this will require the applicant to answer those questions affirmatively; that the current Code already addresses the impact on property values; that the new Ordinance revised the wording to say that area property values will not be adversely affected; that the preservation and conservation of farm lands are addressed; that the new Ordinance has revised the wording a bit by stating that any active farmland adjacent to the proposed subdivision is adequately preserved through the design and construction of the proposed subdivision; that in many cases there are separation requirements from Agricultural Preservation areas; that if there is active farmland, the applicant must show how they are protecting and preserving that area; that the criteria relating to the impact on schools, public buildings and community facilities has now been revised to say that the applicant must consult with the local school district where the subdivision will be located; that currently Sussex County sends letters to the local school districts, whenever there is a land use application; that this provides notice on the front end, and will provide the opportunity for comment and bus stop locations; that the next criteria comes from the Memorandum of Understanding with DelDOT; that previously the Chapter stated that the effect on area roadways and public transportation must be considered; that it has now been changed to say the subdivision is either within an established Transportation Improvement District (TID) or the subdivision endeavors to maintain the current DelDOT level of service on all adjacent roads and intersections; that after the subdivision is completed and in now event will allow the level of service to degrade below a Level of Service D; that the new Ordinance will require the applicant to show that the proposed subdivision is compatible with area land uses, that there will not be any adverse impact on area waterways; that there will be safe and efficient vehicular and pedestrian movement within the site and to and from adjacent developed properties; that the new Ordinance adds the phrase regarding interconnectivity; and the Ordinance is not a complete re-write, only revised to make the previous consideration into requirements.

The Commission found that there were six present who wished to speak in relation to the proposed Ordinance.

The Commission found that Mr. Ring Lardner, P.E. with Davis, Bowen & Fridel, Inc. provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Jon Horner, Esq. on behalf of the Homebuilders Association of Delaware provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Rich Borasso spoke on behalf of the Sussex Preservation Coalition and provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Steven Sinclair spoke on behalf of the Sussex Preservation Coalition and provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Kenneth M. Usab, P.E. with Morris & Ritchie Associates provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. David Hutt, Esq. with Morris James, LLP, provided neutral comments and suggestions for the proposed Ordinance.

Mr. Robertson stated there has been some conversation regarding Forest Assessments and Forest Assessment Reports; that these terms are already defined within the Code, and the Code states that the reports are to be prepared and certified by a licensed landscape architect, certified arborist, or licensed forester, or a forester designated by Society of American Foresters as a certified forester.

Upon there being no further questions Chairman Wheatley closed the public hearing.

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

In relation to Ord. 24-05 Chapter 99. Motion by Ms. Wingate to defer action for further consideration, seconded by Mr. Mears and carried unanimously. Motion carried 5-0.

Minutes of the December 4, 2024, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since November 13, 2024.

Mr. Mears requested that Mr. Robertson read the motion on his behalf.

Mr. Mears moved the Commission to recommend approval of Ord. 24-05 relating to Chapter 99 of the Sussex County Subdivision Code for the following reasons and based upon the public record, but subject to several suggested amendments:

1. Section 99-9C currently contains 17 items that must be “considered” as part of a subdivision review. As currently worded, this does not give clear guidance to the County since there is no clear requirement about what it means to “consider” each item. This amendment is designed to provide more clarity and place the burden upon applicants to specifically show how each of the items has been meaningfully addressed in a subdivision site plan.
2. This revision has been discussed both formally and informally by Commissioners for some time and this Ordinance improves, clarifies and updates the existing requirements.
3. Many of the 17 items have become redundant due to other Code changes. For example, several of them have been overcome by the newer Perimeter Buffer requirements and Resource and Resource Buffering requirements. Through the proposed amendments, these items will be eliminated since they are covered more specifically elsewhere in the County Code.
4. These revisions will require Applicants to more specifically show how a subdivision plan has accommodated the items as part of the public record. This will provide greater information to not only the County in evaluating a particular subdivision, but also the public during the application and public hearing process.
5. By increasing the importance of the items in Section 99-9C of the Subdivision Code, it is anticipated that the subdivision designs presented to Sussex County for approval will be improved.

6. As stated in the introductory paragraphs of the proposed Ordinance, this Ordinance is in accordance with several of the Goals, Objectives and Strategies of the 2019 Sussex County Comprehensive Plan.
7. This recommendation is subject to the following suggested amendments to the Ordinance:
 - A. At Line 47 and 48, replace the word “satisfied” with “incorporated and addressed in the plat” in the first instance, and “incorporated and addressed” in the second instance. There were concerns stated that some of the items in Section 99-9C are too general to be clearly “satisfied”, so a requirement showing where and how they are addressed in a plat more clearly achieves the intended purpose of this ordinance amendment.
 - B. At Line 60, insert “and vegetation and soil removal” after the words “forest fragmentation”. This adds the need to address the minimization of vegetation and soil removal in an appropriate location with other similar criteria. In this same Item at Line 61, replace the term “included” with “shall be provided with” regarding the forest assessment, since the forest assessment is a separate document from the preliminary plat.
 - C. At Lines 68 through 70, delete this Item #5 in its entirety since it is incorporated into #3 with the changes referenced above in Item B of this motion. Renumber the rest of the items in Section 99-9C accordingly.
 - D. At Lines 72 through 74, delete this Item #6 in its entirety since the screening of objectionable features is already addressed through the County’s recent update to the perimeter buffer requirements. Renumber the rest of the items in Section 99-9C accordingly.
 - E. At Line 93, insert the word “anticipated” so that it states that the anticipated methods of dealing with groundwater levels and recharge are provided. This eliminates the requirement that these measures must be fully designed prior to the approval of a subdivision, which is not feasible in every instance.
 - F. At Lines 93 and 94, again regarding groundwater and stormwater, delete the words “there will not be increased rates of runoff or increased risk of flooding onto adjoining properties” and replace it with “adjacent properties will not be adversely affected by flooding or runoff”. This more accurately reflects the legal requirements for handling stormwater.
 - G. At Line 104, add the phrase “or tree farming” so that tree farming is clearly included in the reference to active farmland.
 - H. At Line 109, replace the phrase “consulted with” with the word “notified”.
 - I. At Lines 125 through 126, delete this Item 18 in its entirety regarding the effect of the subdivision on area waterways since this is already addressed through the recently enacted Resource and Resource Buffer requirements. Renumber the rest of the items in Section 99-9C accordingly.
 - J. At Line 129, insert the phrase “where appropriate” after the phrase “with interconnectivity” so that interconnectivity is always considered as part of a subdivision’s design and possible approval.

Motion by Mr. Mears, seconded by Mr. Collins and carried unanimously to recommend approval of Ord. 24-05 Chapter 99 for the reasons and the conditions stated in the motion. Motion carried 4 -0.

Vote by roll call: Mr. Mears – yea, Mr. Collins – yea, Mr. Butler – yea, Chairman Wheatley – yea

31 WHEREAS, it has been determined that this Ordinance promotes and protects the
32 health, safety, convenience, orderly growth and welfare of the inhabitants of Sussex
33 County.

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

35
36 **Section 1. The Code of Sussex County, Chapter 99, Article II, §99-9 “Public**
37 **hearing on preliminary plat approval or disapproval” is hereby amended by**
38 **deleting the language in brackets and by inserting the italicized and underlined**
39 **language in Subsection 99-9.C thereof as follows:**

40
41 **§ 99-9 Public hearing on preliminary plat approval or disapproval.**

42
43 . . .

44
45 C. In addition to the other provisions contained within this article, [**the approval**
46 **of a subdivision shall include consideration of the following**] *an Applicant for*
47 *approval of a preliminary plat shall provide that the following criteria are satisfied*
48 *and the manner in which each one is satisfied through the design of the preliminary*
49 *plat:*

50
51 (1) [**Integration of the proposed subdivision into existing terrain and surrounding**
52 **landscape**] *That the proposed subdivision is integrated into existing terrain and*
53 *surrounding landscape.*

54
55 (2) [**Minimal use of wetlands and floodplains.**] *That all resources and resource*
56 *buffers are protected in accordance with Chapters 99 and 115 herein and that*
57 *floodplains are minimally used.*

58
59 (3) [**Preservation of natural and historical features.**] *That natural and historic*
60 *features are preserved and forest fragmentation is minimized. In addition, a forest*
61 *assessment shall be conducted with a forest assessment report included with the*
62 *preliminary plat. If woodlands or mature forests that contain high habitat value are*
63 *found, these areas shall be conserved to the maximum extent possible.*

64
65 (4) [**Preservation of open space and scenic views.**] *That open space and scenic views*
66 *are preserved.*

67

68 (5) [Minimization of tree, vegetation and soil removal and grade changes.] That the
69 design of the proposed subdivision, including the stormwater management and
70 drainage design minimizes the removal of trees, vegetation and soil.

71
72 (6) [Screening of objectionable features from neighboring properties and roadways.]
73 That objectionable features are screened from neighboring properties and
74 roadways.

75
76 (7) [Provision for water supply.] That the supply of potable water to future residents
77 of the proposed subdivision is safe and adequate for their use.

78
79 (8) [Provision for sewage disposal.] That the means and method of sewage disposal
80 are adequately addressed for the proposed subdivision.

81
82 (9) [Prevention of pollution of surface and groundwater.] That the proposed
83 subdivision will not pollute surface water or groundwater.

84
85 (10)[Minimization of erosion and sedimentation, minimization of changes in
86 groundwater levels, minimization of increased rates of runoff, minimization of
87 potential for flooding and design of drainage so that groundwater recharge is
88 maximized.] That erosion and sedimentation is minimized, and the methods of
89 minimization are adequately identified.

90
91 (11) That changes to the groundwater levels will be minimized and that
92 groundwater recharge is maximized as a result of the proposed subdivision and that
93 the methods of both are adequately identified. In addition, that there will not be
94 increased rates of runoff or increased risk of flooding onto adjoining properties from
95 the design and construction of the proposed subdivision, and the methods used to
96 achieve these criteria are adequately identified.

97
98 [(11)Provision for safe vehicular and pedestrian movement within the site and to
99 adjacent ways.]

100
101 (12) [Effect on area property values.] That area property values will not be
102 adversely affected.

103
104 (13)[Preservation and conservation of farmland.] That any active farmland adjacent
105 to the proposed subdivision is adequately preserved through the design and
106 construction of the proposed subdivision.

107
108 (14)[Effect on schools, public buildings and community facilities.] That the
109 Applicant has consulted with the local school district where the proposed
110 subdivision will be located.

111
112 (15) That public buildings and community facilities will not be adversely affected
113 by the proposed subdivision.

114
115 (1[5]6) [Effect on area roadways and public transportation.] That the subdivision is
116 either within an established Transportation Improvement District or the subdivision
117 endeavors to maintain the current Delaware Department of Transportation Level of
118 Service on all adjacent roads and intersections after the subdivision is completed
119 and in no event will allow the Level of Service to degrade below a Level of Service
120 D.

121
122 (1[6]7)[Compatibility with other area land uses.] That the proposed subdivision will
123 be compatible with other area land uses.

124
125 (1[7]8)Effect on area waterways. That the proposed subdivision will not adversely
126 affect area waterways.

127
128 (19) That there will be safe and efficient vehicular and pedestrian movement within
129 the site and to and from adjacent developed properties with interconnectivity.

130

131 **Section 2. Effective Date.**

132 This ordinance shall become effective upon its adoption by Sussex County Council.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

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

CC: Everett Moore, County Attorney

Date: December 9, 2024

RE: County Council Report for Ordinance 24-06 Relating to Chapter 99 and Chapter 115 of the Code of Sussex County (Open Space)

On October 15, 2024, the County Council introduced an Ordinance to consider the potential amendment of Chapters 99 and 115 of the Code of Sussex County in relation to the requirements for open space provision.

The Planning & Zoning Commission held a Public Hearing on the Ordinance at its meeting of November 13, 2024. At the meeting of December 4, 2024, the Planning & Zoning Commission recommended the adoption of the Ordinance, for the five reasons as outlined within the motion, and subject to the recommended changes, as outlined within the motion (copied below).

Below is a copy of the minutes of the November 13, 2024, and the December 4, 2024 Planning & Zoning Commission meetings.

Minutes of the November 13, 2024, Planning & Zoning Commission Meeting

Ord. 24-06 Open Space

AN ORDINANCE TO AMEND CHAPTER 99, ARTICLES I, III & IV, SECTIONS 99-5 "DEFINITIONS", 99-21, "PUBLIC SITES AND OPEN SPACES", §99-23 "PRELIMINARY PLAT REQUIREMENTS" AND CHAPTER 115, ARTICLES I & XXVIII, SECTION 115-4 "DEFINITIONS AND WORD USAGE" AND §115-220 "PRELIMINARY SITE PLAN REQUIREMENTS" OF THE CODE OF SUSSEX COUNTY REGARDING OPEN SPACE.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the



The Commission found that Director Jamie Whitehouse spoke on behalf of Ord. 24-06 regarding Open Space.

Mr. Whitehouse stated that the topic of open space, the joint Planning and Zoning Commission-County Council Development Design Initiative Workshop that was held on September 21st, 2023; that this this was one of the items identified in that joint workshop; that it's an 8-page ordinance, open space is actually defined in two places, and much of the length of the current ordinance is to address that in both places; that what the ordinance seeks to do, primarily, is to change the definition of open space; that he highlighted to summarize Lines 55-83 some of the main changes; that the first section lists the uses that are included in the definition of open space; that play areas still continue to be included in the definition of open space, but playgrounds and tot lots are not included in the definition of open space, and that specifically because the difference between play areas and playgrounds and tot lots is that they're improved, they have buildings and structures which reduces their openness; that its contrary to the very goal of what open space is; that this section also seeks to do is change references, previous references or existing references to tidal and non-tidal wetlands and renames them to resources, which aligns with the resource buffer ordinances and the changes in definitions in code that have already been adopted by County Council; that it removes sidewalks from the definition and removes spray irrigation areas; that the next section lines 86 to 105 lists the uses that are not included in the definition of open space; that it expands the list of uses that are not included and now explicitly excluded will be clubhouses, community buildings, recreational facilities including swimming pools, game courts, top lots, playgrounds, pavilions and other similar facilities such as patios and impervious recreational community facilities that are now specifically excluded; that with the previous definition that the focus and intent is on physical man-made improvements and structures that by definition are not open; that also excluded final lines 104 to 105 in the proposed revisions are medians, boulevards, parking islands and other often narrow and unusable strips of land that are being excluded; that we've seen cases and examples where large areas of thin, narrow strips of land are included in the open space definition, and cumulatively that can be a large area of land that's not significantly usable; that there are 99 subdivisions that have been through the Planning and Zoning Commission and various states have approval of implementation and we have Brentwood and we have a states of Bridgewater and Tower Hill and North Star and that is an application that is currently pending, but it has a subdivision element that we wanted to look at due to its size; that if you look at the table, we plotted the open space in acres and then we looked at the percentage of the overall site that open space acreage reflects; then what we calculated, went into the drawings and measured the amenity area within those subdivisions and we subtracted it from the total amount; that if you look at Brentwood the total number of acres, there's over 100 acres of open space in that development representing approximately 60.1% of open space of the overall site; that the amenity came up as 2.17 acres which we subtracted, down to 98.45 acres and it reduced the overall percentage from 69% to 67.7%; that we wanted to replicate this across other subdivisions because there's a drop in open space associated with the changing the definition but, it was not mathematically significant; that another example was a development on Robinsonville Road formally known as Coal Lakes, chosen because of its size; that it has 77.90 acres of open space representing 50% of the site, we looked at the amenities and calculated all the area and amenities, including sports courts, a dog park, a trail system, amenities, clubhouse, and pool, and totaled all of it, as 3.302 acres, which would, if that was not counted in the definition of

open space, that would reduce it down to 74. 618 acres, which overall reduced the open space percentage from 50% down to 48.98%, which we wanted to show was not significant mathematically and it wouldn't put the development below the minimum requirement as outlined in the subdivision code; that the ordinance in Lines 220 to 221 for multifamily and townhouse developments, the ordinance adds greater precision as to how open space is to be calculated, and historically, the Commission has seen site plans where the footprint of a multifamily building is shown and then for the purposes of open space, then for calculation of open space, it's as if you step out of the back door of a townhouse and then you're in open space, which is not how open space is practically experienced by those living in the dwellings; that the ordinance seeks to do is add greater precision and it removes the land area, within an area that's 40 feet from the front, 10 feet from the side and 10 feet from the rear of any multifamily or townhouse, it specifies that there is a rectangular area around that.

Mr. Robertson indicated that the intent was making multifamily dwellings consistent with single family dwellings; that if there was a subdivision, the person's 7500 square foot lot would not count towards open space, but if it's treated as a condominium, a multifamily, there's no lot so the open space runs right up to the footprint of the building, so we just wanted to have an apples to apples open space calculation, and noted that the numbers were essentially just same setback numbers that you get on a lot size.

The Commission found that four people were present who wished to speak in relation to the proposed Ordinance.

The Commission found that Mr. Steven Sinclair spoke on behalf of the Sussex Preservation Coalition and provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Ring Lardner, P.E. with Davis, Bowen & Fridel, Inc. provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Jon Horner, Esq. on behalf of the Homebuilders Association of Delaware provided neutral comments and suggestions for the proposed Ordinance.

The Commission found that Mr. Kenneth M. Usab, P.E. with Morris & Ritchie Associates provided neutral comments and suggestions for the proposed Ordinance.

Upon there being no further questions Chairman Wheatley closed the public hearing.

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

In relation to Ord. 24-06 Open Space. Motion by Ms. Wingate to defer action for further consideration, seconded by Mr. Collins and carried unanimously. Motion carried 5-0.

Minutes of the December 4, 2024, Planning & Zoning Commission Meeting

The Commission discussed this Ordinance which has been deferred since November 13, 2024.

Mr. Mears requested that Mr. Robertson read the motion on his behalf.

Mr. Mears moved the Commission to recommend approval of Ord. 24-06 (Open Space) based upon the record made during the public hearing and subject to the following suggested revisions:

1. The need to update the open space definitions and requirements contained in Chapters 99 and 115 of the Sussex County Code was directed through the current Comprehensive Plan's Goals, Objectives and Strategies and it was also promoted in prior County Comprehensive Plans. This revision is also one of County Council's stated and prioritized legislative updates as a result of the current Plan's directives.
2. This is not a rewrite of the County's Open Space requirements. Instead, it is an effort to clarify and improve the current requirements. The definition of "Open Space" states that it should be "land in a predominantly undeveloped or natural state". The amendment takes into account the fact that certain structural amenities such as clubhouses and pools are no more "open" or in an "undeveloped or natural state" than the dwellings in the development. Therefore, they should not logically be considered "open space" and calculated as such.
3. This revision also takes some of the guesswork out of what is to be considered "open space". For instance, it provides that any pond shall be considered open space, whether or not it has a "demonstrated recreational value" as was previously required.
4. The revision also tightens the method of calculating open space as that term is contemplated in its definition by eliminating the inclusion of medians, parking islands or other slivers of land that are not in an undeveloped natural state or in furtherance of the stated goals of having open space in a development.
5. As stated during the public hearing, these amendments will result in an improved open space design and calculation within residential developments. The land used as open space will not just be "whatever is left over" after the roadways, stormwater management and housing units are designed.
6. This recommendation is subject to the following amendments to the introduced ordinance:
 - a. At Lines 50 and 51 and Lines 180 and 181 for both Chapter 99 and Chapter 115, the words "and undisturbed" should be inserted after the word "natural" so that this phrase in the definition of "Open Space" now states that it is intended to "maintain land in a predominantly undeveloped or natural and undisturbed state...."
 - b. At Lines 66 and 67 and Lines 196 and 197, return the language to what currently exists regarding Resource Buffers and perimeter buffers since this was just recently updated through the Perimeter Buffer Ordinance and not reflected in the introduced Ordinance.
 - c. At Lines 104 and 105 and at Lines 237 and 238 for both Chapter 99 and Chapter 115 regarding the exclusion of medians, boulevards, parking islands and similar structures, add "unless these areas are planted with trees no further than 30 feet from one another that have a minimum height of six feet above ground when planted and will obtain a minimum height of ten feet when fully grown."
 - d. Based upon testimony during the hearing that areas of land smaller than 21,780 can have an open space benefit for active or passive recreation, at Line 144 and 244, decrease the minimum open space area from 21,780 square feet to 10,000 square feet.
 - e. Finally, to maximize the ability to construct affordable housing through the County's codified programs, developments including Moderately Priced Housing Units and Affordably Priced Rental Units under Chapter 72 of the Sussex County Code should

be excluded from certain open space calculations for multifamily dwellings in Chapter 115. Therefore, insert the phrase “With the exception of Moderately Priced Housing Units and Affordably Priced Rental Units under Chapter 72 herein or projects that will be truly “affordable” as part of an official HUD, DSHA, USDA or similarly recognized housing program,” at the beginning of Line 220 regarding the exclusion of the area around a multifamily dwelling from the open space calculation. Also, and for the same reason, insert “(with the exception of Moderately Priced Housing Units and Affordably Priced Rental Units under Chapter 72 herein or projects that will be truly “affordable” as part of an official HUD, DSHA, USDA or similarly recognized housing program)” at Line 240 after the phrase “residential land development”.

Motion by Mr. Mears, seconded by Mr. Collins and carried unanimously to recommend approval of Ord. 24-06 Open Space for the reasons and the conditions stated in the motion. Motion carried 4 -0.

Vote by roll call: Mr. Mears – yea, Mr. Collins – yea, Mr. Butler – yea, Chairman Wheatley – yea

1 **AN ORDINANCE TO AMEND CHAPTER 99, ARTICLES I, III & IV,**
2 **SECTIONS 99-5 “DEFINITIONS”, 99-21, “PUBLIC SITES AND OPEN**
3 **SPACES”, §99-23 “PRELIMINARY PLAT REQUIREMENTS” AND**
4 **CHAPTER 115, ARTICLES I & XXVIII, SECTION 115-4 “DEFINITIONS**
5 **AND WORD USAGE” AND §115-220 “PRELIMINARY SITE PLAN**
6 **REQUIREMENTS” OF THE CODE OF SUSSEX COUNTY REGARDING**
7 **OPEN SPACE.**

8 WHEREAS, Pursuant to the provisions of Title 9, Chapters 68 and 69 of the
9 Delaware Code, the Sussex County Government has the power and authority to
10 regulate the use of land; and

11 WHEREAS, Pursuant to Chapters 99 and 115 of the Code of Sussex County, the
12 Sussex County Government has undertaken to regulate the use of land; and

13 WHEREAS, there are currently inconsistencies and ambiguities within the
14 definition of “Open Space” in Chapters 99 and 115 of the Code of Sussex County
15 including the inclusion of recreational facilities in open space calculations while
16 excluding building footprints from the calculation; and

17
18 WHEREAS, the 2019 Sussex County Comprehensive Plan and its Future Land Use
19 Element contemplates the revision of the Subdivision Code through amendments
20 such as this, including Objective 4.3.2 (“Promote new development that incorporates
21 usable open space and mitigates for the protection or replacement of environmental
22 resources in subdivision design”), Strategy 4.3.2.3 (“Strengthen County
23 development regulations to ensure that open space dedicated by developers contains
24 contiguous open space”) and Strategy 4.3.2.4 (“Revisit County Code to determine if
25 modifications are needed to open space requirements to promote less fragmentation
26 of open space”); and

27
28 WHEREAS, this ordinance has been drafted to address the current ambiguities in
29 the Code of Sussex County as well as the directives of the 2019 Sussex County
30 Comprehensive Plan; and

31
32 WHEREAS, it has been determined that this Ordinance promotes and protects the
33 health, safety, convenience, orderly growth and welfare of the inhabitants of Sussex
34 County.

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

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Section 1. The Code of Sussex County, Chapter 99, Article I, §99-5 “Definitions” is hereby amended by deleting the language in brackets and by inserting the italicized and underlined language as follows:

§ 99-5 Definitions.

For the purpose of this chapter, certain terms and words are hereby defined:

...

OPEN SPACE

Those land areas within all major residential subdivisions, residential planned communities or developments which have a purpose to provide active and/or passive recreational opportunities, maintain land in a predominantly undeveloped or natural state, including lands used for agricultural purposes, promote conservation, protect wildlife or serve as a buffer between residential and nonresidential areas and/or commercial and noncommercial areas.

(1) The following uses are permitted and the land area devoted to said uses will be included in the calculation of open space:

(a) *[Recreational facilities, including swimming pools, game courts, p]Play areas not including playgrounds, tot lots or other structures, walking paths, bike paths and multimodal paths that are not located on state road rights-of-way[, **provided that impervious cover does not exceed 15% of calculated open space area**].*

(b) Ponds [**which have a demonstrated recreational value**].

(c) *Resource [B]buffers, perimeter buffers and perimeter buffer protection areas and forested areas.*

(d) Areas protected by perpetual conservation easements.

(e) Areas providing scenic vistas, areas providing wildlife corridors.

[(f) Sidewalks not located within street rights-of-way.]

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[(g)] Areas designated as "safe zones" under the Source Water Protection Ordinance contained in Chapter 89.

[(h) Spray irrigation areas, not including areas occupied by rapid infiltration basins.]

[(i)g] [Tidal and nontidal wetlands]Resources.

[(j)h] Stormwater management facility area.

(2) The following uses are not permitted and the land area devoted to said uses will not be included in the calculation of open space:

(a) Land area included within designated lot lines.

(b) Building footprints.

(c) Predominantly impervious surfaces such as street rights-of-way, sidewalks within street rights-of-way, parking and/or loading areas.

(d) Utility facilities, including but not limited to, any building, plant, equipment for treatment or pumping, lagoons and rapid infiltration basins, for sewer, water, gas, and/or electric utilities.

(f) Clubhouses, community buildings, recreational facilities, including swimming pools, game courts, tot lots and playgrounds, pavilions, community patios, sidewalks and other impervious recreational or community facilities.

(g) Medians, boulevards, parking islands or areas between the pavement or curb and sidewalk within a right of way.

(3) Any reference in this chapter to "open space" shall be subject to and governed by this definition.

112 **Section 2. The Code of Sussex County, Chapter 99, Article III, §99-21 “Public**
113 **Sites and Open Spaces” is hereby amended by deleting the language in brackets**
114 **and by inserting the italicized and underlined language as follows:**

115
116

117 **§ 99-21 Public sites and open spaces.**

118

119 A. Where the proposed subdivision includes lands proposed for use as parks,
120 playgrounds, playfields, public landings or school sites in the Comprehensive Plan,
121 the subdivider shall indicate the location of such lands on the subdivision plat and
122 shall reserve the right of purchase of such lands by the appropriate jurisdiction for
123 the time period specified herein. If the reserved lands are not purchased by the
124 appropriate jurisdiction within the specified time limit, the subdivider shall be free
125 to market such lands for an alternate purpose as specified on the approved
126 subdivision plat.

127

128 B. Park, playground and playfield areas may be required to be reserved for a period
129 of two years from the date of recording the subdivision, and school sites shall be
130 reserved for four years from such date.

131

132 C. Where deemed essential by the Commission upon consideration of the type of
133 development proposed in the subdivision, the subdivider may be required to dedicate
134 other areas or sites of a character, extent or location suitable to meet the needs of
135 such development. In lieu of dedication, such additional areas may be reserved for
136 the common use of all property owners in the proposed subdivision through deed
137 restrictions or agreements approved by the Commission, which restrictions or
138 agreements may include a right of enforcement by the County Council.

139

140 D. For residential subdivisions and other residential land development, the following
141 table shall [serve as a guide for determining] *establish* the minimum percentage of
142 the total site which shall be set aside for park and open space uses; *in achieving the*
143 *minimum percentage of open space, isolated areas of open space that are not*
144 *directly connected to contiguous open space and that are smaller than 21,780 square*
145 *feet in size shall not be counted:*

146

Gross Density (dwelling units per acre)	Minimum Percentage of Open Space
2 to 5	10

Gross Density (dwelling units per acre)	Minimum Percentage of Open Space
6 to 10	15
Over 10	25 or more

147

148

149 **Section 3. The Code of Sussex County, Chapter 99, Article IV, §99-23**
 150 **“Preliminary Plat Requirements” is hereby amended by deleting the language**
 151 **in brackets and by inserting the italicized and underlined language as follows:**

152

153 **§ 99-23 Information to be shown.**

154 The preliminary plat shall be drawn in a clear and legible manner and shall show the
 155 following information:

156

157 S. **[The designation of all areas proposed as open space.]** *The locations,*
 158 *dimensions and purposes of all open space areas. The legend or plot notes must*
 159 *show a breakdown of acreages, both gross and net, of open space, the percentage of*
 160 *impervious cover area, the percentage of open space to total gross acreage and the*
 161 *total acreage of proposed streets, roads, parking lots, alleys and ways used for*
 162 *vehicle access and multimodal paths located within state rights-of-way.*

163

164 **Section 4. The Code of Sussex County, Chapter 155, Article I, §115-4**
 165 **“Definitions and Word usage” is hereby amended by deleting the language in**
 166 **brackets and by inserting the italicized and underlined language as follows:**

167

168 **§ 115-4 Definitions and word usage.**

169 . . .

170

171 B.
 172 General definitions. For the purpose of this chapter, certain terms and words are
 173 hereby defined as follows:

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OPEN SPACE

Those land areas within all major residential subdivisions, residential planned communities or developments which have a purpose to provide active and/or passive recreational opportunities, maintain land in a predominantly undeveloped or natural state, including lands used for agricultural purposes, promote conservation, protect wildlife or serve as a buffer between residential and nonresidential areas and/or commercial and noncommercial areas.

(1) The following uses are permitted and the land area devoted to said uses will be included in the calculation of open space:

- (a) *[Recreational facilities, including swimming pools, game courts, p]Play areas not including playgrounds, tot lots or other structures, walking paths, bike paths and multimodal paths that are not located on state road rights-of-way[, provided that impervious cover does not exceed 15% of calculated open space area].*
- (b) Ponds *[which have a demonstrated recreational value]*.
- (c) *Resource [B]buffers, perimeter buffers and perimeter buffer protection areas and forested areas.*
- (d) Areas protected by perpetual conservation easements.
- (e) Areas providing scenic vistas, areas providing wildlife corridors.
- [(f) Sidewalks not located within street rights-of-way.]*
- [(g)] Areas designated as "safe zones" under the Source Water Protection Ordinance contained in Chapter 89.*
- [(h) Spray irrigation areas, not including areas occupied by rapid infiltration basins.]*
- [(i)g] [Tidal and nontidal wetlands]Resources.*
- [(j)h] Stormwater management facility area.*

214
215 (2) The following uses are not permitted and the land area devoted to said uses will
216 not be included in the calculation of open space:

217
218 (a) Land area included within designated lot lines.

219
220 (b) Land area included within an area within 40 feet from the front, 10 feet
221 from the side and 10 feet from the rear of any multifamily or townhouse
222 dwelling.

223
224 ([b]c) Building footprints.

225
226 ([c]d) Predominantly impervious surfaces such as street rights-of-way,
227 sidewalks within street rights-of-way, parking and/or loading areas.

228
229 ([d]e) Utility facilities, including but not limited to, any building, plant,
230 equipment for treatment or pumping, lagoons and rapid infiltration basins, for
231 sewer, water, gas, and/or electric utilities.

232
233 (f) Clubhouses, community buildings, recreational facilities, including
234 swimming pools, game courts, tot lots and playgrounds, pavilions, community
235 patio, sidewalks and other impervious recreational or community facilities.

236
237 (g) Medians, boulevards, parking islands or areas between the pavement or
238 curb and sidewalk within a right of way.

239
240 (3) For residential subdivisions and other residential land development, the
241 following table shall establish the minimum percentage of the total site which shall
242 be set aside for park and open space uses; in achieving the minimum percentage of
243 open space, isolated areas of open space that are not directly connected to
244 contiguous open space and that are smaller than 21,780 square feet in size shall not
245 be counted:

246

<u>Gross Density</u> <u>(dwelling units per acre)</u>	<u>Minimum Percentage of Open Space</u>
<u>2 to 5</u>	<u>10</u>
<u>6 to 10</u>	<u>15</u>
<u>Over 10</u>	<u>25 or more</u>

247 ([3]4) Any reference in this chapter to "open space" shall be subject to and governed
248 by this definition.

249

250 **Section 5. The Code of Sussex County, Chapter 115, Article XXVIII, §115-220**
251 **“Preliminary Site Plan Requirements” is hereby amended by deleting the**
252 **language in brackets and by inserting the italicized and underlined language**
253 **as follows:**

254

255 **§ 115-220 Preliminary site plan requirements.**

256 A. The preliminary site plan shall show the North point, scale and date.

257 B. The preliminary site plan shall show the following:

258 . . .

259

260 (15) [~~The designation of all areas proposed as open space.~~] *The locations,*
261 *dimensions and purposes of all open space areas. The legend or plot notes must*
262 *show a breakdown of acreages, both gross and net, of open space, the percentage of*
263 *impervious cover area, the percentage of open space to total gross acreage and the*
264 *total acreage of proposed streets, roads, parking lots, alleys and ways used for*
265 *vehicle access and multimodal paths located within state rights-of-way.*

266

267 **Section 6. Effective Date.**

268 This ordinance shall become effective _____.

269

270

271

11/12.
Yes, wait
Green.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Saturday, November 9, 2024 1:15 PM
To: Casey Hall
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	Southern Delaware Therapeutic and Recreational Horseback Riding Inc. ✓
Project Name	Equine Program for Veterans
Federal Tax ID	52-2047294 ✓
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 Mission of Southern Delaware Therapeutic Riding (SDTR) is to improve the physical and emotional wellbeing of children and adults living with disabilities through equine assisted services in a supportive environment for riders and their families.
Address	17170 Harbeson Road
City	Milton
State	Delaware

Zip Code	19968
Contact Person	Jo Allegro-Smith
Contact Title	Executive Director
Contact Phone Number	302-643-2966
Contact Email Address	jallegrosmith@sdtrhr.com
Total Funding Request	\$5,000

Has your organization received other grant funds from Sussex County Government in the last year? Yes

If YES, how much was received in the last 12 months? 3480

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? 37

Program Category (choose all that apply) Health and Human Services

Primary Beneficiary Category Disability & Special Needs

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 225

Scope Southern Delaware Therapeutic Riding (SDTR) provides equine-assisted services for children and adults with physical and developmental disabilities. Our program provides activities with horses that contribute to emotional wellbeing, physical health, and that create opportunities for positive social engagement. SDTR has worked diligently to enhance its capacity to expand services throughout Sussex County. We have set an organizational goal to expand our service capacity and increase the number of participants served to 225 by year-end 2025. To support this goal, we are introducing a new program to bring the benefits of equine-assisted activities to Veterans.

SDTR has served as a host site for the Wounded Warrior program, Operation SEAs the Day for several years. As a result of our involvement with that initiative, we have been working on plans to expand our services to Veterans. SDTR is committed to serving Veterans to improve their health and quality of life. In January 2025, we will be launching an 8-week equine program specifically for Veterans. Participants will experience an increased sense of well-being, improve their communication skills by partnering with a horse, and participate in a community that offers positive encouragement. There will be three 8-week sessions offered annually, and there will be no cost for Veterans to participate in the program.

Financial support provided by Sussex County Council will be used to launch this program to directly benefit local Veterans.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	6,500.00
Description	Personnel Costs
Amount	9,300.00
Description	Operating Costs
Amount	2,500.00
Description	Program Promotion
Amount	1,200.00
Description	Administration
Amount	500.00
TOTAL EXPENDITURES	13,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-7,000.00
Name of Organization	Southern Delaware Therapeutic Riding
Applicant/Authorized Official	Jo Allegro-Smith
Date	11/09/2024
Affidavit Acknowledgement	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.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Monday, October 21, 2024 6:54 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization

Tether Foundation ✓

Project Name

Camp Abilities Delaware Winter Camp

Federal Tax ID

84-3603778 ✓

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 Tether Foundation supports Camp Abilities Delaware (CADE) which is an educational sports camp for children ages 8-17 who are blind or have low vision located in northern Delaware. The mission of Camp Abilities Delaware is to empower children with visual impairments to be physically active, improve their overall health and wellness, encourage them to make food choices that support an active lifestyle, and develop their self-advocacy and self-determination skills through sport and physical activity.

Address

424 Roseanna Ave

City	Wilmington
State	DE
Zip Code	19803
Contact Person	Shawn M Musgrove
Contact Title	Board of Director
Contact Phone Number	3022450978
Contact Email Address	brailletcher@comcast.net

Total Funding Request

5,000

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?

30

**Program Category
(choose all that
apply)**

Educational

**Primary Beneficiary
Category**

Disability & Special Needs

**Approximately the
total number of
Sussex County
Beneficiaries served,
or expected to be
served, annually by
this program**

10

Scope

Camp Abilities Delaware (CADE) is an educational sports camp for children ages 7-17, from across Delaware and neighboring communities of MD, PA, and NJ, who are blind or have low vision. CADE is an overnight camp experience that introduces children to a variety of sports, including cross-country running, field events, golf, blind soccer, team building, lacrosse, beep baseball, rugby, football, field hockey, and aquatics.

Camp has been in existence since 2015, when we began as three, one-day programs throughout Delaware. We grew to a week-long day camp serving 30 children before the COVID-19 pandemic. During the pandemic, we provided adapted equipment and virtual programming to children throughout Delaware for two summers. Since 2022, we have transitioned to an in-person, overnight camp and continue to regrow our numbers. With the change to overnight programming, we are able to serve children from all areas of Delaware as well as Maryland, New Jersey, and Pennsylvania. We advertise to potential athletes through local divisions for the visually impaired, commissions for the blind, and blind sport organizations. We also attend community events that support families of children with disabilities to recruit athletes and share information about blind sport.

The purpose of camp is to empower children to be physically active, improve their overall health and wellness,

encourage them to make food choices that support an active lifestyle and develop their confidence and self-esteem through sport and physical activity. CADE offers two sessions: a week-long summer camp located at the University of Delaware in Newark and a weekend-long winter camp located at the University of Delaware Virden Center, in Lewes. Both programs are free of charge in order to provide services to the broadest range of participants (a small deposit is requested at registration, but returned to families upon arrival). Camp is entirely funded by grants and private donations. Since children receive 1:1 instruction throughout camp, costs of the program include room and board for sufficient staffing in addition to costs per child. One-on-one coaching allows for appropriate modifications to sport, as well as increased safety and empowerment opportunities.. Disability sport settings have the potential to develop a sense of community in disability identity, something many children with low-incidence disabilities lack. Camp Abilities Delaware is often the first time children meet other people with the same visual impairment as them. CADE strives to create a sense of pride in blind identity that can then be carried over to the rest of life. At the end of the camp program, we provide all families with an assessment of their child's performance in sports, independence, and social skills throughout the week of camp. This includes "present level of performance" (PLP) statements (a required item on IEPs in schools) about each sport and what equipment the child uses to be successful, as well as a narrative about the child's independence and social skills throughout camp. These letters are given to families to both measure athlete improvement and success and to support families in advocating for their children to receive appropriate services in schools. Camp also serves as an educational training program for college students studying physical education, PT, OT, and special education, so university students can learn to better serve their blind and visually impaired students in the future. The CADE head coaching staff is made up of a mixture of qualified educational and healthcare professionals, as well as blind athletes. Our head staff includes professionals from the following fields: Teachers for the Visually Impaired, Orientation and Mobility

Specialists, Occupational Therapists, Physical Therapists, Certified Personal Trainers, Nurses, Certified Adapted Physical Educators, and Certified Water Safety Instructors. Many of those professions provide health services in various forms to our population throughout the camp experience through wellness sessions, social skills sessions, and mental wellness sessions.

Camp Abilities Delaware is an overnight program. Living together creates a sense of community at camp, and encourages athletes to practice independence and self-determination skills in a safe environment away from home. An overnight program also allows both athletes and coaches who are not local or do not have reliable transportation to participate in camp. Based on our growing enrollment, our winter camp located in Lewes De, will cost \$14,642.00 in February 2025. We are requesting this grant amount in order to continue promoting the independent living and self-determination skills that living away from home teaches our athletes.

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

500.00

Description

Insurance

Amount

490.00

Description

Housing and Facilities

Amount

6,032.00

Description

Meals

Amount

2,500.00

Description

Salary

Amount	3,200.00
Description	Background Checks
Amount	420.00
Description	Equipment and Supplies
Amount	1,000.00
Description	Clothing
Amount	1,000.00
TOTAL EXPENDITURES	14,642.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-14,142.00
Name of Organization	Tether Foundation
Applicant/Authorized Official	Shawn M Musgrove
Date	10/21/2024
Affidavit Acknowledgement	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.

Casey Hall

From: Shawn Musgrove <brailletcher@comcast.net>
Sent: Thursday, October 31, 2024 3:08 PM
To: Casey Hall
Subject: RE: Form submission from: Council Grant Form

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Hi Casey,

Thank you for reaching out! We support students throughout the entire state of Delaware. There are 8 students from Sussex County (1 Cape Henlopen School District, 5 Indian River School District, and 2 Laurel School District). Unfortunately, I do not have permission to share names. Also, our winter camp is located in Lewes Delaware at the Virden Center in February. Please let me know if there is any other demographic data you need.

Shawn

On 10/30/2024 10:47 AM EDT Casey Hall <casey.hall@sussexcountyde.gov> wrote:

Good morning.

After review of your request, it seems that the Tether Foundation supports northern Delaware students. Do you have a list of the Sussex County beneficiaries?

Thank you,

Casey Hall

Casey Hall, Administrative Secretary

Sussex County Government

P.O. Box 589 | 2 The Circle | Georgetown, DE 19947

Tel: 302.855.7741 Fax: 302.855.7749

Yes email 11/13
Schaeffer.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Sunday, November 10, 2024 12:31 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization	Sussex County Rotary Can-Do Playground, Inc. ✓
Project Name	Can-Do Playground at Hudson Park
Federal Tax ID	93-4940907 ✓
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 mission of Sussex Rotary Can-Do Playground, Inc. is to create and operate a truly inclusive playground where children — and their families — of all abilities can play and learn together in a safe, fun and welcoming environment.
Address	P.O. Box 91
City	Lewes
State	DE
Zip Code	19958

Contact Person	Pete Booker
Contact Title	President
Contact Phone Number	(302) 740-3220
Contact Email Address	peteb81151@gmail.com
Total Funding Request	\$5,000
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?	.6
Program Category (choose all that apply)	Health and Human Services
Primary Beneficiary Category	Disability & Special Needs

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

8000

Scope

The Can-Do Playground at Stephen P. Hudson Park is the fourth facility of its type built by Rotary nonprofits in Delaware since 2007. It is a specially developed space in which every child, regardless of ability, will be able to learn and develop while playing alone or interactively. Sussex County Delaware does not have a facility that is specifically developed with the entire space accessible to families with physical or developmental barriers. Yet, there are more than 8,000 children living with one or more significant physical, cognitive and/or developmental disabilities in Delaware according to the latest statistics compiled by the Cornell University Institute on Employment and Disability (2018). More recently, an analysis of Sussex County public and charter school enrollment reveals that at the end of the 2022-2023 school year, almost 2,600 students needed special education assistance for the wide range of disabilities and special needs challenges of which we are all aware, and that number does not include private school and home school ed student and those in special intensive ongoing care.

The project is led by Sussex County Rotarians, leaders of the six clubs located in the county that are joined in a dedicated organization to complete this project. The Can-Do Playground will be located at the new Stephen P. Hudson Park on the Lewes Georgetown Highway (Rt 9) at Cool Spring Road in central Sussex County that is being developed by our partners, The Sussex County Land Trust. The park will be a trail head on the Lewes Georgetown Trail. The playground will occupy about one acre of the park. is designed and will be purpose-built to provide “therapeutic fun”. It will be centrally located in the county and easy to get to from anywhere. Parking will be plentiful and ingress and egress broad and welcoming. Once there, families will find

that the design of the equipment and space of the Can-Do Playground multiply the positive effects of play in meeting the special needs of these children in a special way.

The playground will feature four primary play areas connected by pathways with seating, shade structures and a pavilion: a 2-to-5-year-old Play Area, a 5-to-12-year-old Play Area, a Sensory Play Area designed for children on the autism spectrum and those who can benefit from more intense sensory stimulation, a Swing Area with "standard" swings and other swings with special seating, assistive swings and low-risk swings.

Before all layouts for each play area are finalized, we are convening all stakeholders for "Values and Outcomes" and "Dreaming and Design" sessions in which we will seek input from stakeholders of all sorts: special needs children, school leaders, community organizations, parents and other concerned individuals.

The total project cost of the playground is \$860,000, which includes development, construction and seed funding for an ongoing endowment. Fundraising began in December 2023 and about \$148,000 has been raised so far. In addition to this grant, we applied for \$450,000 in grant funding and we are raising funds from Rotary clubs and Rotarians and other individuals and organizations. We are protecting project completion within 12-18 months.

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

148,000.00

Description

CONSTRUCTION AND SITE DEVELOPMENT

Amount

783,300.00

Description	FUNDRAISING
Amount	3,600.00
Description	MARKETING AND OUTREACH
Amount	12,500.00
Description	ADMINISTRATION
Amount	17,000.00
Description	ENDOWMENT FOR FUTURE NEEDS
Amount	50,000.00
TOTAL EXPENDITURES	866,400.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-718,400.00
Name of Organization	Sussex County Rotary Can-Do PLayerground, Inc.
Applicant/Authorized Official	Julian (Pete) Booker
Date	11/10/2024
Affidavit Acknowledgement	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.

Yes email 11/13
Schaeffer.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Monday, November 11, 2024 9:55 AM
To: Casey Hall
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 Children's Beach House, Inc. ✓

Project Name Out of School Time Support

Federal Tax ID 51-0070966 ✓

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 mission of Children's Beach House is to improve the lives of children, youth, families, and communities by helping them to identify, understand, and utilize their own strengths, talents, and resources.

Our Margaret H. Rollins Child Development Center provides children with speech and language delays a language-rich environment alongside their typically developing peers, where they all learn skills necessary for success in kindergarten and elementary school.

Our Youth Development Program helps children, youth,

families, and communities build safe, supportive environments and long-term relationships that provide the opportunities, resources and confidence to develop their natural skills and talents.

Address 1800 Bay Ave
City Lewes
State DE
Zip Code 19958
Contact Person Barry Goodinson

Contact Title Grants Manager

Contact Phone Number 7036064948

Contact Email Address bgoodinson@cbhinc.org

Total Funding Request \$5,000

Has your organization received other grant funds from Sussex County Government in the last year? Yes

If YES, how much was received in the last 12 months? 5000

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)

Educational

Primary Beneficiary Category

Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

280

Scope

Funds are being requested to support out-of-school-time care and support for children in grades 1-5 at H. O. Brittingham Elementary School and Milton Elementary School. The program will consist of after-school programming from 4PM to 6PM, five days/week during the school year and summer day camp from 8AM to noon, five days/week for five weeks during the summer. Each school-based program will serve 140 children for a total of 280 children. Both schools are Title I schools. Title I schools are schools that receive federal funds to help students from low-income families meet challenging academic standards. Title I schools are eligible if at least 40% of their students come from low-income families.

The Children's Beach House out-of-school-hours program is rooted in Positive Youth Development (PYD) theory, emphasizing the strengths and potential of every child. CBH believes in creating environments that foster healthy relationships, build essential life skills, and empower youth to take active roles in their own growth. By nurturing their

inherent abilities, providing meaningful opportunities, and encouraging personal responsibility, the aim is to support children in becoming resilient, confident, and engaged members of their communities.

Out-of-school-hours programs play a crucial role in PYD by providing safe, supportive spaces where children can grow beyond the classroom. The program offers structured activities that promote social, emotional, and academic growth, helping youth build critical life skills, develop positive relationships, and explore new interests.

After-School Program Schedule

Monday through Thursday, the program includes a mix of academic enrichment and social-emotional enrichment activities. On those days, after settling in, washing hands, and enjoying a healthy snack, the children engage in 50 minutes of academic enrichment activities. The students then move to grade-level locations where five district-identified staff provide tutoring to students who need intensive support in small groups while other children will work independently. Those students make use of school-provided personal iPads or academic enrichment options tied to their grade-specific curricula, including grade-level worksheets, coloring sheets, and quiet games (e.g., chess or Uno). These activities work to improve academic performance, help children learn how to make constructive use of time, increase their commitment to learning, and facilitate meaningful interactions between and among children and tutors.

Following 50 minutes of academic enrichment activities, the children move on to 45 minutes of social/emotional enrichment. Unlike the academic enrichment activities, which are organized by grade level, social-emotional activities are organized around interests and activities. Each month, children commit to various clubs, which are designed in partnership with teachers and students. The clubs include theater (performances/acting, set design, costumes, etc.), book-related arts and crafts, gross motor activities, quiet games (chess, etc.), and specialty clubs developed by teachers and students.

The assets and outcomes these activities are designed to realize include empowerment, responsibility, positive identity, positive values, planning and decision making, sense of purpose, commitment to learning, relationship building, and meaningful interactions.

The final 15 minutes of the day focus on wrapping up the day and preparing for departure. The children clean up their activity areas, transition into common space, and participate in large group activities while they await pick-up and bus departure. The assets and outcomes this period develops are relationship building, meaningful interactions, and constructive use of time.

On Fridays, the after-school program focuses exclusively on social-emotional enrichment and is designed and facilitated by CBH team of AmeriCorps service members and partnering community organizations (such as Milton Arts Guild, Milton Theatre, Milton Historical Society). Community partners provide two 45-minute sessions for students on two Fridays each month following this schedule:

- o 3:45 – 4:15 Snack
- o 4:15 – 5:00
 - ♣ Group 1 with community partner
 - ♣ Group 2 large group motor – indoor/outdoor play
- o 5:00 – 5:45
 - ♣ Group 2 with community partner
 - ♣ Group 1 large group motor – indoor/outdoor play
- o 5:45 – 6:00
 - ♣ Clean up, pick up, buses depart

On the third Friday of the month, we focus on large group team-building activities.

On the fourth Friday of the month, we host showcases to highlight and celebrate the progress made by each club over the previous month. Opportunities may include:

- ♣ Student presentations
- ♣ Music and theater performances

- ♣ Debates and decision making
- ♣ Artwork presentations
- ♣ Bulletin boards

Assets and outcomes these activities are designed to develop are positive values, positive identity, commitment to learning, and opportunities for parent engagement.

The summer day camp will include similar activities. Emphasis will be on recreational and social/emotional activities, including trips to CBH Lewes facility to use the pool, canoes, boats, beach, and low ropes course. There will also be academic support to mitigate against summer learning loss.

Nutritious snacks (and lunch for the day camp) will be provided by CBH's culinary team.

We know this approach works. For the past 20 years, the Positive Youth Development philosophy has guided CBH's highly effective Youth Development Program, which works with children, ages 7 – 18, with speech and language delays and who come from under-resourced homes. By focusing on what is right with children who have been labeled and who are often alienated at school and in their communities, we have helped them gain awareness of their skills and talents and have awakened levels of confidence that help them thrive. By connecting them with supportive friends and positive adult role models, we have helped them understand that they matter, provided networks of support, and given them the resources they need to resist risky behaviors. Since the program started in 2004, ALL children enrolled in the program have graduated high school and have moved successfully on to college, trade school, military service, and careers.

60% of CBH's out-of-school-hours program is funded through a Purchase of Care (POC) contract with the State of Delaware Department of Education. POC funds are student-specific and are awarded only to purchase care for children living in poverty. We are seeking funds to allow CBH to

provide scholarships to children whose families do not qualify for POC funding but are low and moderate income.

Religious Components

n/a

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

492,246.00

Description

Salaries

Amount

418,100.00

Description

Benefits

Amount

43,170.00

Description

Bus Transportation

Amount

188,000.00

Description

Supplies

Amount

15,680.00

Description

Filed Trips

Amount

9,885.00

Description

Parent & Family Engagement

Amount

8,900.00

TOTAL EXPENDITURES

683,735.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -191,489.00

Name of Organization Children's Beach House, Inc.

**Applicant/Authorized
Official** Barry Goodinson

Date 11/11/2024

**Affidavit
Acknowledgement** 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.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Wednesday, November 20, 2024 3:14 PM
To: Casey Hall
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	Shaffer Family Foundation LLC.
Project Name	4th Annual Rally For Our First Responders
Federal Tax ID	51-0400365
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	To Raise Money for Our First Responders throughout the Sate of DE. All of our Beneficiaries are 501c3s.
Address	35973 Goshawk Court
City	Lewes
State	DE
Zip Code	19958
Contact Person	Kyle Shaffer

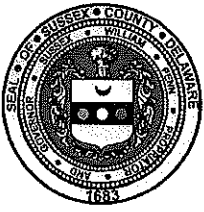
Contact Title	Founder/President
Contact Phone Number	302-233-2076
Contact Email Address	kyle@shafferfoundation.com
Total Funding Request	5,000
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are 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?	.05
Program Category (choose all that apply)	Educational
Primary Beneficiary Category	Other

Beneficiary Category Other	First Responders
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	15
Scope	<p>Each of the following Beneficiaries have specific needs:</p> <ul style="list-style-type: none"> Lewes Fire Department Rehoboth Beach Volunteer Fire Department Georgetown Fire Department Milton Fire Department Indian River Fire Department Georgetown EMS Fit 4 Duty Foundation Southern Delaware Unity Team, Crime Stoppers Delaware Police Chiefs' Foundation Community Engagement Unit Delaware State Police Honor Guard Association The Delaware State Troopers Association Benevolent Fund Beebe Medical Foundation Camp Barns
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	0.00
Description	Stage
Amount	2,500.00

Description	Sound System
Amount	3,000.00
Description	Bands
Amount	2,000.00
Description	Printing
Amount	650.00
Description	Banners/signs
Amount	3,700.00
Description	Rally Merchandise
Amount	3,808.00
Description	Event Insurance
Amount	1,000.00
Description	Rent for Hudson Fields
Amount	500.00
TOTAL EXPENDITURES	17,158.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-17,158.00
Name of Organization	Shaffer Foudation LLC.
Applicant/Authorized Official	Kyle Shaffer

Date	11/20/2024
Affidavit Acknowledgement	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.



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

Schaeffer

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **CAMP Rehoboth**
PROJECT NAME: **Health & Wellness in the Community**
FEDERAL TAX ID: **51-0331962** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: **CAMP Rehoboth is an LGBTQ+ community center dedicated to Creating A More Positive (CAMP) environment that is inclusive of all sexual orientations and gender identities in Southern Delaware and beyond. CAMP Rehoboth seeks to promote cooperation, well-being, and understanding among all people as it continues working to build a safer community with room for all. We envision Delaware communities where all LGBTQ+ people thrive. Through our work, it is our hope that we will be "the heart of the community."**

ADDRESS: **37 Baltimore Avenue**
Rehoboth Beach DE 19971
(CITY) (STATE) (ZIP)

CONTACT PERSON: **Kim Leisey**
TITLE: **Executive Director**
PHONE: **302-227-5620** EMAIL: **kim@camprehoboth.com**

TOTAL FUNDING REQUEST: \$5,000

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

If YES, how much was received in the last 12 months?

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent?

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input checked="" type="checkbox"/> Other LGBTQ+ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

50

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

CAMP Rehoboth is requesting \$5,000 from Sussex County to purchase and install a projector and screen in our Atrium, which will enhance our ability to serve Sussex County residents with an expanded range of community programs. As the county's leading LGBTQ + community center, CAMP Rehoboth provides a welcoming space for people of all backgrounds to come together for educational programs, cultural events, and community-building activities. However, our current technology limits the types of events we can host, restricting our ability to fully engage the community.

The requested funding will enable CAMP Rehoboth to host seminars, workshops, community meetings, theater productions, and cultural performances that provide valuable opportunities for learning and connection. The new equipment will also support movie nights featuring queer filmmakers, directors, and actors, offering unique access to LGBTQ+ stories and perspectives that foster understanding and dialogue.

This project will require a total of \$12,493 to complete, and in addition to the \$5,000 requested from Sussex County, we will seek support from other donors or foundations to raise the remaining \$7,493.

CAMP Rehoboth is committed to ensuring our space remains accessible and welcoming to all, and we appreciate your consideration in helping us expand our programming and reach.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

Not Applicable

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Scope of work includes installation of 1ea 139" wide electric projection screen.	
Installation of 1 ea 7,000 lumen laser projector from a wall mount.	
Installation of 1 ea HD video switcher in equipment rack.	
Installation of 1 ea HDMI input plate on stage and 1 ea HDMI plate in the rear of the room.	
Installation total includes delivery, set up and training.	
	\$ 12,493.00
TOTAL EXPENDITURES	\$ 12,493.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 12,493.00

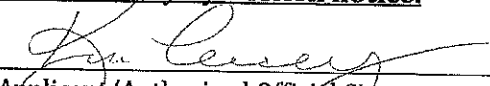
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the **CAMP Rehoboth** agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.


SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**


Applicant/Authorized Official Signature

November 13, 2024

Date


Witness Signature

November 13, 2024

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

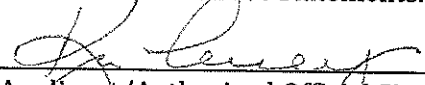
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

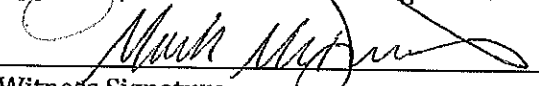
Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official Signature



Witness Signature

Executive Director

Title

11/13/2024

Date

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Friday, November 15, 2024 2:05 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization Sussex County Land Trust

Project Name Dogfish Dash Sponsorship

Federal Tax ID 043611220

Non-Profit Yes

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

Organization's Mission Land Conservation

Address P.O. Box 372

City Lewes

State DE

Zip Code 19958

Contact Person Mark Chura

Contact Title	Executive Director
Contact Phone Number	302-542-3305
Contact Email Address	mark@chura-assc.com
Total Funding Request	4000.00
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	500.00
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)	Other
Program Category Other	Land Conservation

Primary Beneficiary Category	Other
Beneficiary Category Other	Open Space
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	50000
Scope	Mark Schaeffer approved a request for sponsorship for the Dogfish Dash in the amount of \$4,000.00. He asked me to submit the grant request in order to receive the funds for the sponsorship.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	500.00
TOTAL EXPENDITURES	0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	500.00
Name of Organization	Sussex County Land Trust
Applicant/Authorized Official	Heidi JA Gilmore, Esq.
Date	11/15/2024

**Affidavit
Acknowledgement**

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.



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

Yes. 11/19
Vincent.

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Town of Laurel / Independence Day Committee

PROJECT NAME: Laurel Annual 4th of July Fireworks Display

FEDERAL TAX ID: 51-6000168 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION:

Offer the annual 4th of July Fireworks Display to our residents and residents from surrounding towns as away to celebrate our freedoms and independence and as a thank you to all those that served to provide us with those freedoms.

ADDRESS: 201 Mechanic Street

Laurel Delaware 19956
(CITY) (STATE) (ZIP)

CONTACT PERSON: Jamie Smith

TITLE: Town Manager

PHONE: 302-875-2277 EMAIL: laurel.tm@comcast.net

TOTAL FUNDING REQUEST: \$5,000.00

** Requesting Same amount as prior years **

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

If YES, how much was received in the last 12 months? 1500

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 6%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input checked="" type="checkbox"/> Other <u>Community</u> | <input type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input checked="" type="checkbox"/> Other <u>Community</u> | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

8,000

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The Town of Laurel will be hosting their 31st Annual Independence Day Celebration in 2025. Festivities will include a parade, vendors, a car show, and a firework display. The firework show has brought thousands of people to the Laurel area for the past 30 years.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	\$15,050 (2024's Total ^{Raised})
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Total Firework Cost	\$20,000.00
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00


SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Laurel Independence Day Organization agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official Signature

11-15-24

Date



Witness Signature

11-15-24

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.


For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.


Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official Signature



Witness Signature



Title

11-15-24

Date



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

Green

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **SLSUGHTER NECK COMMUNITY ACTION ORGANIZATION**

PROJECT NAME: **SENIOR CENTER, YOUTH & CHILDREN**

FEDERAL TAX ID: **51 010-9444** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The slaughter Neck Community Action Organization's mission is to create a positive environment for the Slaughter Neck Community & enhance programs that will help our seniors, youth & children, to grow & enjoy the services provided to *them*

ADDRESS: **22942 Slaughter Neck Rd**

Lincoln **De** **19960**
(CITY) (STATE) (ZIP)

CONTACT PERSON: **Roslyn D. Harris**

TITLE:

PHONE: **302-260-443** EMAIL: **rorz1948@Aol.com**

TOTAL FUNDING REQUEST: **5000** *g.Harr.*

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

If YES, how much was received in the last 12 months? **\$2,000.00**

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent?

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

Fair Housing Infrastructure ¹	<input checked="" type="checkbox"/> Health and Human Services <input type="checkbox"/> Other _____	Cultural <input checked="" type="checkbox"/> Educational
---	---	---

BENEFICIARY CATEGORY

<input checked="" type="checkbox"/> Disability & Special Needs <input checked="" type="checkbox"/> Elderly Persons <input checked="" type="checkbox"/> Minority	Victims of Domestic Violence <input checked="" type="checkbox"/> Low to Moderate Income ² Other	Homeless Youth
---	--	-------------------

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:
1,300

SECTION 3: PROGRAM SCOPE

A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

THE FUNDS WILL BE USED TO ENHANCE THE SENIOR CENTER HALL. WE NEED TO REPLACE TABLES & CHAIRS. THE FUNITURE IS OLD NEED TO BE UPDATED. WE APPRECIATE WHATEVER YOU CAN DO FOR THE SLAUGHTER NECK COMMUNITY ACTION ORGANIZATION.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	52,000.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Personel	25,000.00
Insurance Electric, Gas,	5,600.00
Utitlies	5,500.00
Telephone	4,200.00
Security /Insprctions	1,700.00
Supplies, Food, Ink,	10, 500.00
Trash/ Grass	3,150.00
Repairs	3,000.00
TOTAL EXPENDITURES	\$ 0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

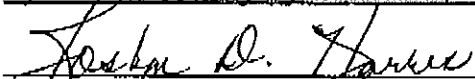
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the **3,000.00** agrees that:
(Name of Organization)


- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**


 Applicant/Authorized Official Signature

November 8, 2024
 Date


 Witness Signature

November 8, 2024
 Date

Completed application can be submitted by:

Email: casey.hall@sussexcountyde.gov

Mail: Sussex County Government
 Attention: Casey Hall
 PO Box 589
 Georgetown, DE 19947

**SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING**

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Joshua D. Harris
Applicant/Authorized Official Signature

Margaret Jeff
Witness Signature

DIRECTOR

Title

11/5/24

Date

Casey Hall

From: Woodbridge Raiders AYF <woodbridgeayf@gmail.com>
Sent: Wednesday, November 13, 2024 8:47 AM
To: Casey Hall
Subject: Re: 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.

\$5,000 is what was requested and you can fill that out it's ok . Any idea on what amount is approved ?
Any amount is appreciated

On Wed, Nov 13, 2024 at 8:45 AM Casey Hall <casey.hall@sussexcountyde.gov> wrote:

I received the updated application. Thank you! However, the amount requested is missing. I can add this information to the application if you could just email me the amount your organization is asking for.

Thank you!

Casey Hall

Casey Hall, Administrative Secretary

Sussex County Government

P.O. Box 589 | [2 The Circle](#) | [Georgetown, DE 19947](#)

Tel: 302.855.7741 Fax: 302.855.7749

From: Woodbridge Raiders AYF <woodbridgeayf@gmail.com>
Sent: Tuesday, November 12, 2024 8:03 AM
To: Casey Hall <casey.hall@sussexcountyde.gov>
Subject: Re: 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.

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Monday, November 18, 2024 7:09 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization NEW COVERDALE OUTREACH MISSION INC ✓

Project Name THANKSGIVING PROJECT

Federal Tax ID 31-1695369 ✓

Non-Profit Yes

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

Organization's Mission TO PASS OUT WHOLE TURKEYS AND GROUNDED DEER MEAT TO THE UNDER PRIVILEGED FAMILIES.

Address 22215 COVERDALE RD

City SEAFORD

State DE

Zip Code 19973

Contact Person DIANE LOFLAND

Contact Phone Number	302-629-3036
Contact Email Address	Cutiepie14k@gmail.com
Total Funding Request	3,500
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	1100
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?	90
Program Category (choose all that apply)	Health and Human Services
Primary Beneficiary Category	Low to Moderate Income
Approximately the total number of Sussex County	150

**Beneficiaries served,
or expected to be
served, annually by
this program**

Scope

MY ASSIGNED PROJECT IS TOWARD THE BELOW POVERTY FAMILIES IN SUSSEX COUNTY LIKE COVERDALE AND NEIGHBORING COMMUNITIES, FOOD HAS BECOME MORE DIARY NEED EACH YEAR . WE AT NCOM WERE ABLE TO PASS OUT FREE BUTTERBALL TURKEYS AND GROUNDED DEER MEAT.

**Religious
Components**

NO ONE IS REFUSED BECAUSE OF RELIGION , NOR IS RELIGION DISCUSSED OR TAUGHT DURING THE EVENT.

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

0.00

Description

ELECTRIC

Amount

7,200.00

Description

BUILDING INSURANCE

Amount

4,000.00

Description

BOX TRUCK GAS

Amount

300.00

Description

PURCHASE OF TURKEYS AND CLOTHING

Amount

2,000.00

Description

TELEPHONE

Amount	1,200.00
TOTAL EXPENDITURES	14,700.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-14,700.00
Name of Organization	NEW COVERDALE OUTREACH MISSION
Applicant/Authorized Official	REV DIANE LOFLAND
Date	11/18/2024
Affidavit Acknowledgement	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.

Vincent.
HUDSON.

Casey Hall

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Saturday, November 23, 2024 8:21 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization Kim and Evans Family Foundation, Inc ✓

Project Name Paint the Town Red- an Evening of Celebration and Dance

Federal Tax ID 82-3857830 ✓

Non-Profit Yes

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

Organization's Mission To better the lives of disadvantaged people and animals in Sussex County, DE and beyond.

Address 29255 Laughing Gull Court

City Millsboro

State DE

Zip Code 19966

Contact Person Dr. Joseph Kim

Contact Title President
Contact Phone Number 443-614-7454
Contact Email Address kimandevansff@gmail.com

Total Funding Request

1200.00

Has your organization received other grant funds from Sussex County Government in the last year?

Yes

If YES, how much was received in the last 12 months?

500.00

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?

5

Program Category (choose all that apply)

Health and Human Services

Primary Beneficiary Category

Low to Moderate Income

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

100

Scope

Dear Council,

I would like to extend my warmest greetings to you on behalf of my charitable foundation, the Kim & Evans Family Foundation. It is with great pleasure that I invite you to join us for our final dance- Paint the Town Red- An Evening of *Celebration and Dance. This elegant affair presented by the Kim & Evans Family Foundation will be held at Heritage *Shores in Bridgeville, Delaware on Saturday, February 1st, 2025, from 6 to 10 pm.

The proceeds from this event will go toward several local projects including the Harry C. Anthony Jr., MD Scholarship Fund and the TidalHealth Nanticoke Patient Assistance Fund. The charitable programs directly impact our community in Western Sussex County, improving the quality of care and providing vital resources to those in need.

Tickets for this occasion are priced at \$150 per person and include admission, dinner, assorted beverages including beer and wine, a silent auction, and an evening filled with dance and celebration. Sponsorships are also available.

Seating is assigned so please let us know who you want to sit with at your table.

Attire is formal. Wear your red and don't forget your dancing shoes!

Please consider joining us for this remarkable evening to support our incredible community.

Thank you for your remarkable generosity and unwavering support!

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 10,000.00

Description Food

Amount 13,600.00

Description Alcohol

Amount 2,400.00

Description Rental

Amount 1,200.00

Description Management Fee

Amount 3,440.00

Description We hope to profit from event

Amount 15,000.00

TOTAL EXPENDITURES 35,640.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION -25,640.00

Name of Organization Kim and Evans Family Foundation

Applicant/Authorized Official Joseph H. Kim, DO

Date 11/23/2024

Affidavit Acknowledgement 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.

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
 <notifications@d3forms.com>
Sent: Saturday, November 23, 2024 12:39 PM
To: Casey Hall
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 Community Resource Center, Inc. ✓

Project Name Safe Harbor Day Shelter for the Homeless

Federal Tax ID 46-2948959 ✓

Non-Profit Yes

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

Organization's Mission With dignity and respect the Community Resource Center helps individuals and families get to the next step of their journey toward self-sufficiency and stability.

Address 37510 Oyster House Road

City Rehoboth Beach

State DE

Zip Code 19971

Contact Person Nancy Alexander
Contact Title Director
Contact Phone Number 3027274572
Contact Email Address nalexander@rehobothcommunitycenter.org

Total Funding Request

\$7,500

Has your organization received other grant funds from Sussex County Government in the last year?

Yes

If YES, how much was received in the last 12 months?

2280

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)

Health and Human Services

Primary Beneficiary Category

Homeless

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

70

Scope

The CRC's Safe Haven program provides daytime shelter for homeless men and women 7 days a week from December through March from 7:30 a.m. to 5 p.m., and Monday through Friday for the remaining months of the year. The program is under the supervision of the Program Manager who is a licensed social worker. Approximately 25-30 homeless men and women use the shelter each day of the winter session. While at the shelter, staff help clients connect with services including physical and mental health screening, job counseling, and connections to housing. Partner organizations include Nurses and Neighbors, Brandywine Mental Health Counseling, the Delaware Department of Labor, and other organizations. Over the course of time, clients have been helped by staff with signing up for Medicare and Medicaid, finding jobs, obtaining housing and cell phones, and receiving mental health counseling.

The Community Resource Center's Safe Haven shelter also provides meals, beverages, laundry, showers, and toiletries including toothbrushes, toothpaste, deodorant and shampoo, and feminine hygiene products. Disposable plates, food, bowls and cups, flatware, cleaning supplies, napkins, shampoo, body wash, laundry detergent, etc. are required for the entire year. The program The CRC also keeps a supply of underwear, belts, socks and sweatpants and shirts, as well as hats and gloves. All of these services require staff to administer. The CRC hires additional staff during the winter months.

- ✦ Beginning in December of 2024, the CRC is expanding the program by four weeks. Therefore, the CRC is requesting \$7,500 for the expanded 2024-25 winter session.

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 50,000.00

Description Operating Expenses

Amount 6,842.00

Description Personnel

Amount 51,022.00

TOTAL EXPENDITURES 57,864.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION -7,864.00

Name of Organization Community Resource Center

Applicant/Authorized Official Nancy Alexander

Date 11/23/2024

Affidavit Acknowledgement 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.

Yes. Vincent
Verbal.

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE
<notifications@d3forms.com>
Sent: Monday, December 2, 2024 3:48 AM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization Eastern Shore AFRAM Festival Inc

Project Name AFRAM FESTIVAL and Dr King Celebration (1/20/25)

Federal Tax ID 05-0595124

Non-Profit Yes

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

Organization's Mission It's AFRAM ✨ FESTIVAL time ...

This family-friendly festival will reunite for the 28th Year!!! It will takes place in a new location Ross Station Center on Saturday, August 9th, 2025, from 8am until 6pm in Seaford, in Sussex County, Delaware.

Vendor spaces are being reserved now. They are categorized by Food, Non-food, and Non-Profit.

The Eastern Shore AFRAM Festival, Inc is viewed as source of sales and networking opportunities for a wide variety of small business owners, organizations, and vendors of African, Pan-African and Afro-centric cultural products. Non-Profit Organizations are able to expand their outreach to a diverse community at a special rate. Even at standard rates, booth spaces are very affordable.

Each year this FREE outdoor African American multicultural festival attracts thousands of visitors to enjoy, and experience live music, cultural foods, exhibits and special presentations from across the diaspora. The festival morning begins with the Self Expression Auto ClubCar Show, Traditional African Drumming and Dancing, live bands, performers, and DJ's presenting Jazz, Blues, Motown, R& B, Latin, Reggae and Calypso.

Please note the Festival will be located next to the Seaford Library and near the Seaford Jay's Nest. Our 28th Edition will be hosted at the Ross Mansion a historic landmark of the Seaford Historical Society.

The Eastern Shore AFRAM Festival is sponsored by OUTLOUD, LLC, Cornerstone Community Center and the Eastern Shore AFRAM Festival, Inc. led by AFRAM Executive Director Pat A. Jones.

Event information and links to the festival Facebook and intagra page are posted .

Eastern Shore AFRAM Festival, Inc. is a 501 c 3 corporation.

For additional information, contact:

Pat. A. Jones, Executive Director

Eastern Shore AFRAM Festival, Inc.

P.O. Box 1741

Seaford, DE 19973

Email: councilwomanpj@comcast.net

Facebook:

Easternshoreafram

(302) 228-5636

Address	P..O. Box 1741
City	Seaford
State	De
Zip Code	19973
Contact Person	Pat A Jones
Contact Title	Executive Director
Contact Phone Number	302-228-5636
Contact Email Address	councilwomanpj@comcast.net
Total Funding Request	2,000.00

Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	1500
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?	10
Program Category (choose all that apply)	Cultural Educational
Primary Beneficiary Category	Minority
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	2000
Scope	Each year this FREE outdoor African American multicultural festival attracts thousands of visitors to enjoy, and experience live music, cultural foods, exhibits and special presentations from across the diaspora. The festival morning begins with the Self Expression Auto ClubCar

	Show, Traditional African Drumming and Dancing, live bands, performers, and DJ's presenting Jazz, Blues, Motown, R& B, Latin, Reggae and Calypso.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	13,000.00
Description	Set up operation supplies cost
Amount	4,000.00
Description	Entertainment
Amount	6,000.00
Description	Cultural products services
Amount	5,000.00
TOTAL EXPENDITURES	15,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-2,000.00
Name of Organization	AFRAM FESTIVAL
Applicant/Authorized Official	Pat A Jones
Date	12/02/2024
Affidavit Acknowledgement	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.

Casey Hall

yes. 12/2
Vincent.

From: notifications@d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Thursday, November 21, 2024 12:57 PM
To: Casey Hall
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization	Seaford Historical Society ✓
Project Name	Millstones/Grinding Stones signage
Federal Tax ID	501(c)3 510200225 ✓ email attached.
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	To preserve, protect, and present local history
Address	203 High Street
City	Seaford
State	Delaware
Zip Code	19973
Contact Person	Bonnie B. Van Tine

Contact Title member of Ed. Dept. of Seaford Historical Society

Contact Phone Number 302-629-2594

Contact Email Address kbvantine@comcast.net

Total Funding Request \$800

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) Educational

Primary Beneficiary Category Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program

900

Scope

About 3 years ago, 2 millstones were donated by Chick Allen to the SHS and moved in front of the granary on the Gov. Ross Plantation. These millstones were used in a gristmill in Newark, MD owned by the Allen family. Since Gov. Ross was once part owner of a gristmill only a couple of miles from his farm, these millstones help tell the story of farming and processing grains in Sussex County. School tour students (about 800 every spring) and visitors to the Ross Plantation were curious about these large, unusual, concrete looking objects with grooves and why they are by the granary. Signage was needed, so the Education Dept. researched and had the sign created to match 6 other professional signs on display on the plantation grounds.

Religious Components

NA

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

400.00

Description

Fossil Industries, Inc.

Amount

884.00

Description

Moore Farms Construction, Inc.

Amount

231.00

Description	K.L. Vincent Welding Service
Amount	95.00
Description	Seaford Machine Works; constructed & donated post & cover
Amount	300.00
Description	Local artists: drew diagrams to include in the sign--donated
Amount	100.00
TOTAL EXPENDITURES	1,610.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-1,210.00
Name of Organization	Seaford Historical Society
Applicant/Authorized Official	Bonnie B. Van Tine
Date	11/21/2024
Affidavit Acknowledgement	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.

Casey Hall

From: Bonnie Van Tine <kbvantine@comcast.net>
Sent: Tuesday, November 26, 2024 10:35 AM
To: Casey Hall
Subject: Re: 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.

Here it is: 51-0200225. Thanks again for your understanding and patience. I really appreciate your help. Obviously, this was my first time requesting a grant from the Sussex County Council. Bonnie Van Tine

Sent from my iPhone

On Nov 26, 2024, at 9:13 AM, Casey Hall <casey.hall@sussexcountyde.gov> wrote:

Wonderful, whenever you have it just let me know and we will process.

Casey Hall

Casey Hall, Administrative Secretary
Sussex County Government
P.O. Box 589 | 2 The Circle | Georgetown, DE 19947
Tel: 302.855.7741 Fax: 302.855.7749

From: Karlton Van Tine <kbvantine@comcast.net>
Sent: Monday, November 25, 2024 10:56 PM
To: Casey Hall <casey.hall@sussexcountyde.gov>
Subject: RE: 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.

Dear Ms Hall,
I have been trying to find out the TID for the Seaford Historical Society, but our Office Manager has not been available until tomorrow (Tues.). I do have a number that a member Googled, but I want to make sure it is correct. I appreciate your patience.
Bonnie Van Tine

On 11/22/2024 8:01 AM EST Casey Hall <casey.hall@sussexcountyde.gov> wrote:

Your federal tax number, the number designated to your organization by the IRS.



Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

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

CC: Everett Moore, County Attorney

Date: December 5, 2024

RE: County Council Report for C/U 2457 filed on behalf of JBM Petroleum Service, LLC

The Planning and Zoning Department received an application (C/U 2457 filed on behalf of JBM Petroleum Service, LLC) for a small business to service gas stations, to be located in an AR-1 Agricultural Residential Zoning District at Tax Parcel 230-6.00-20.02. The property is located at 8913 Clendaniel Pond Road, Lincoln. The parcel size is 1.29 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on November 13, 2024. At the meeting of November 13, 2024, the Planning & Zoning Commission recommended approval of the application for the 6 reasons stated and subject to the 10 recommended conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of November 13, 2024.

Minutes of the November 13, 2024, Planning & Zoning Commission Meeting

C/U 2457 JBM Petroleum Service, LLC

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL BUSINESS TO SERVICE GAS STATIONS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.29 ACRES, MORE OR LESS. The property is lying on the northeast side of Clendaniel Pond Road (Rt. 38) approximately 0.50 mile southeast of Greentop Road (S.C.R. 225). 911 Address: 8913 Clendaniel Pond Road, Lincoln. Tax Parcel: 230-6.00-20.02.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the Staff Analysis document, a copy of the applicant conceptual site plan, a copy of the DelDOT SLER, a copy



of written comments received from the Sussex County Engineering Department Utility Planning Division and zero comments.

Mr. Dean Vincent, President of JBM Petroleum Service, LLC, spoke on behalf of himself that they have been in business for 12 years and have about 10 employees that build and service gas stations and fuel tanks, fuel pumps, and generators; that at their current property they store parts for the employees to come pick up before heading out for the day; that there is no fuel stored on the property and their employees take the vehicles home so there isn't any vehicle storage being done; that their hours of operation are 7:30 AM-4:00 PM, but have 24hr service calls also; that they would like to have sign; that they live on the property and have the storage in the pole building next door to their home.

Upon there being no further questions Chairman Wheatley closed the public hearing.

Mr. Robertson read the motion at the request of Mr. Butler.

Mr. Butler moved the Commission to recommend approval of C/U 2457 JBM PETROLEUM SERVICE, LLC for a small business to service gas stations based on the record made during the public hearing and for the following reasons:

1. The property is located on a parcel of land that is also occupied by the owner of the Applicant company. The Applicant proposes a small business that constructs and services other businesses that use petroleum products. Most of this activity occurs off-site at the location where the construction or servicing happens. This will basically be the office for this business, with some limited on-site, inside storage.
2. The site is located within the Low Density Area according to the Sussex County Comprehensive Plan. This low-impact type of use is appropriate within this Area.
3. The property is zoned AR-1 Agricultural Residential. The use of the property for this limited, low-intensity business is generally consistent with the underlying agricultural zoning of the property.
4. The use will not adversely affect area roadways or neighboring properties.
5. This company provides a service to a wide variety of current and future Sussex County businesses, and it has a public or semi-public character that will benefit the residents and businesses of Sussex County.
6. There was no opposition to this application.
7. This recommendation is subject to the following conditions:
 - A. This use shall be limited to a business that performs off-site service work for gas stations and other businesses that use petroleum. It shall occur within the existing dwelling and the pole building that is located on the site.
 - B. No manufacturing shall occur on the site.
 - C. One lighted sign, not to exceed 32 square feet per side, shall be permitted.
 - D. The hours of operation shall be limited to 7:00 am through 7:00 pm, Monday through Saturday. There shall not be any Sunday hours. The Applicant shall be able to operate beyond these hours on an as-needed basis for limited emergency situations.
 - E. The applicant shall comply with all DelDOT requirements, including any entrance or roadway improvements.
 - F. There shall not be any outside storage of materials.

- G. Since this property also includes the Applicant’s residence, the Final Site Plan shall clearly show the area where this business will be located on the property.
- H. The Final Site Plan shall clearly show all areas for vehicle and equipment storage and parking, and these areas shall be clearly marked on the site itself. There shall not be any parking within the property’s setbacks.
- I. Failure to comply with any of these conditions may be grounds for termination of the Conditional Use approval.
- J. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Mr. Butler, seconded by Ms. Wingate and carried unanimously to recommend approval of C/U 2457 JBM Petroleum Service, LLC for the reasons and the conditions stated in the motion. Motion carried 5 -0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

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JAMIE WHITEHOUSE
DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: November 13, 2024

County Council Public Hearing Date: December 10, 2024

Application: C/U 2457 JBM Petroleum Service, LLC

Applicant: JBM Petroleum Service, LLC
C/O Dean Vincent
8913 Clendaniel Pond Rd
Lincoln, DE 19960

Owner: Dean Vincent
8913 Clendaniel Pond Rd
Lincoln, DE 19960

Site Location: The site is located on the northeast side of Clendaniel Road (Rt. 38) approximately 0.50 mile southeast of Greentop Road (S.C.R. 225)

Current Zoning: Agricultural Residential (AR-1) District

Proposed Use: A small business to service gas stations

Comprehensive Land Use Plan Reference: Low Density

Councilmanic District: District 2 – Ms. Cindy Green

School District: Milford School District

Fire District: District 75 – Ellendale Fire District

Sewer: On Site Septic

Water: On Site Well

Site Area: 1.29 acres +/-

Tax Map ID.: 230-6.00-20.02



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
jamie.whitehouse@sussexcountype.gov



Sussex County

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Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Christin Scott, Planner II
CC: Mr. Vince Robertson, Assistant County Attorney, and applicant
Date: November 4, 2024
RE: Staff Analysis for C/U 2457 JBM Petroleum Service, LLC

This memo is to provide background and analysis for the Planning Commission to consider as a part of application C/U 2457 JBM Petroleum Service, LLC to be reviewed during the November 13th, 2024, 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: 230-6.00-20.02

Proposal: The request is for Tax Parcel 230-6.00-20.02 to allow for a small business to service gas stations. The property is lying on the northeast side of Clendaniel Road (Rt. 38) approximately 0.50-mile southeast of Greentop Road (S.C.R. 225).

Comprehensive Plan Analysis: The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has land use designation of “Low Density.” The properties to the north, south, east, and west all have a land use designation of “Low Density” with properties to the southwest, along Greentop Road, having a land use designation of “Existing Development Area.”

As outlined within the 2018 Sussex County Comprehensive Plan, Low Density Areas are areas zoned Agricultural Residential (AR-1). The Plan notes that retail and office use in Low Density Areas should be focused on providing “convenience goods and services to nearby residents” as well as indicating that the commercial uses “should be limited in their location, size, and hours of operation.” (Sussex County Comprehensive Plan, 4-19) The Plan notes that these policy guidelines are provided to “maintain the rural landscape” in Low Density Areas (Sussex County Comprehensive Plan, 4-18).

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



(AR-1) District. A few parcels farther southwest of the site are zoned General Residential (GR) Zoning District.

Site Considerations:

- **Density:** N/A
- **Open Space Provisions:** N/A
- **Agricultural Areas:** There are agricultural uses in the vicinity of this property.
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** N/A
- **Forested Areas:** The property is located within the vicinity of forested areas.
- **Wetlands Buffers/Waterways:** N/A
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The site is not located in a Wellhead Protection Area and is located within an area of “Fair” Groundwater Recharge Potential.

Based on this analysis, a Conditional Use for a small business to service gas stations could be considered as being consistent with the land use, area zoning and surrounding uses.

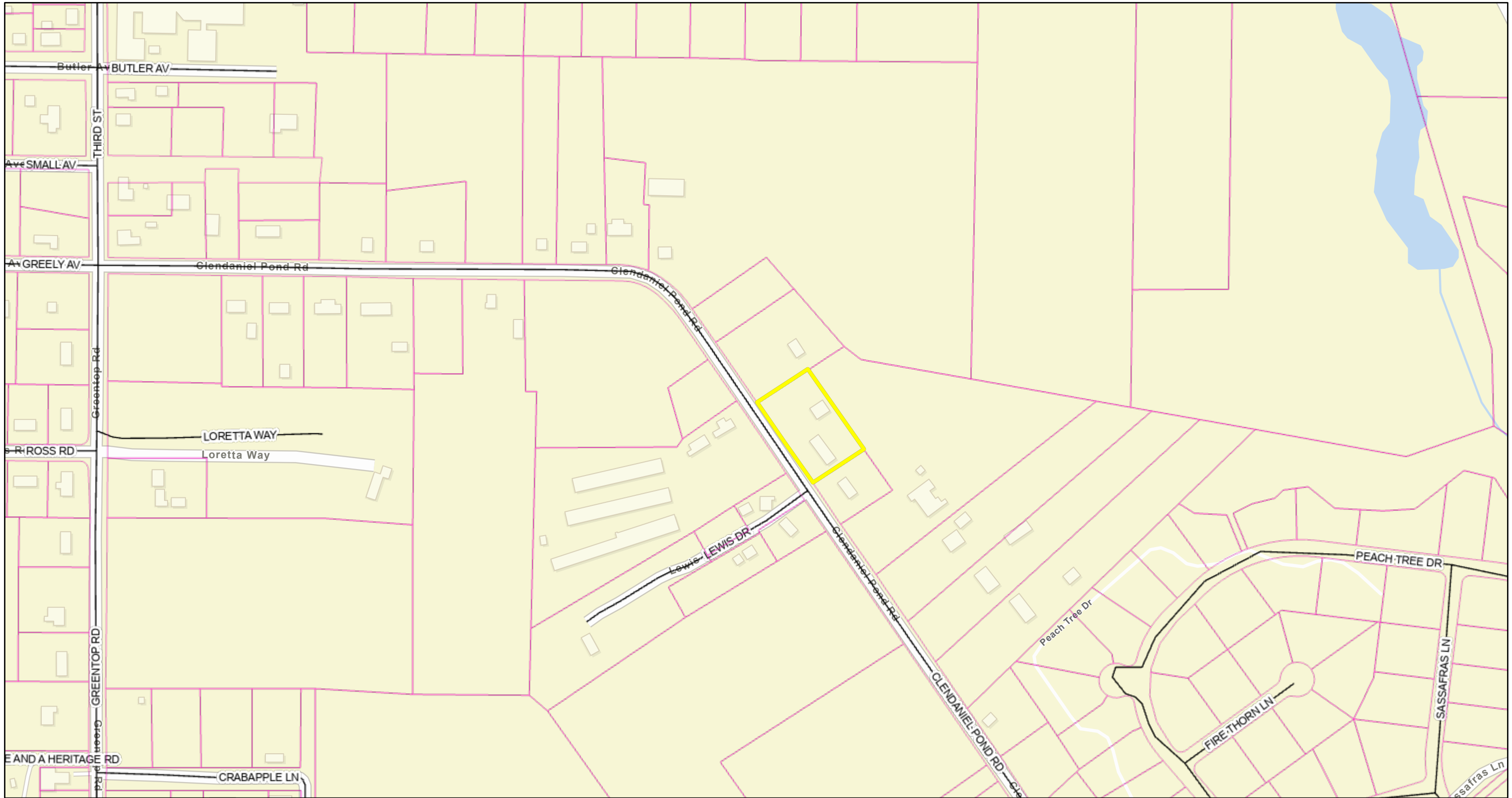
Existing Change of Zones within the Vicinity of the Subject Property:

Since 2011, there have been nine (9) Conditional Use applications within a one (1) mile radius of the application site. A data table has been provided below.






Conditional Use Number	Tax Parcel #	APPLICANT	911 Address or Road Name	Proposed Use	CC Decision Date	CC Decision	Ordinance Number
1880	230-12.00-36.00	Ellendale Vol. Fire Dept., Inc.	N Old State Rd & Greely Ave & Lofland Dr	fire company substation	1/4/2011	Approved	2174
1892	330-15.13-12.01	Revocable Trust of Donald F. Claycomb	Johnson Rd	Investment/Insurance Office	6/7/2011	Approved	2198
2032	330-14.16-5.03	Guillermo Vasquez t/a F & N	18578 Sherman Ave	Construction company office, equipment parking and shop/yard	12/8/2015	Denied	
2056	330-15.00-20.01	Raynol E. Garcia	7411 Marshall St, Lincoln	office, storage of vehicles and	10/4/2016	Approved	2466

				equipment and repair equipment			
2144	230-5.20-55.00	William Caldwell	18576 Greely Ave.	tree company operation	10/30/2018	Approved	2611
2146	330-15.00-10.00	Jose Carrillo	19008 Speed St. Lincoln	indoor/outdoor or soccer facility	11/13/2018	Approved	2614
2205	230-6.00-1.02	Frank Passwaters	8870 Railroad Ave	auto-motorcycle repair	2/18/2020	Approved	2707
2328	230-13.00-121.00	Sunrise Solar	Clendaniel Pond Rd	Solar Aray Field	1/10/2023	Approved	2898
2347	230-12.00-39.00	TPE DE SU94, LLC	N Old State Rd	Community Solar Facility	6/20/2023	Approved	2933

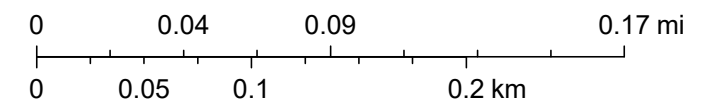
Sussex County



October 9, 2024

-  Override 1
-  Override 1
-  Tax Parcels
-  Streets
-  County Boundaries

1:4,514



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Sussex County



October 9, 2024

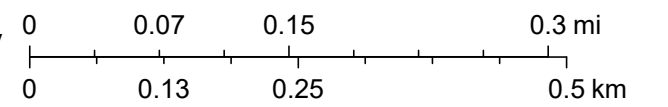
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- layer43
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- polygonLayer
- Override 1
- Override 2
- Zoning
- Agricultural Residential - AR-1

- Medium Residential - MR
- General Residential - GR
- Light Industrial - LI-2
- B-1: Neighborhood Business
- Tax Parcels

- Streets
- County Boundaries
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery

- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata








Sussex County Government, Maxar

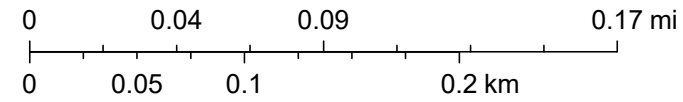
Sussex County



October 9, 2024

-  Override 1
-  Override 1
-  Tax Parcels
-  Streets
-  County Boundaries

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Introduced: 9/17/24

Council District 2: Mrs. Green
Tax I.D. No.: 230-6.00-20.02
911 Address: 8913 Clendaniel Road, Lincoln

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SMALL BUSINESS TO SERVICE GAS STATIONS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.29 ACRES, MORE OR LESS

WHEREAS, on the 23rd day of June 2023, a Conditional Use Application, denominated Conditional Use No. 2457 was filed on behalf of Dean Vincent JBM Petroleum Services, LLC; and

WHEREAS, on the ____ day of _____ 2024, 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. 2457 be _____; and

WHEREAS, on the ____ day of _____ 2024, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2457 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcels of land, lying and being situate in Cedar Creek Hundred, Sussex County, Delaware, and lying on the northeast side of Clendaniel Road (Rt. 38) approximately 0.50 mile southeast of Greentop Road (S.C.R. 225), and being more particularly described in the attached legal description prepared by Walter G. Feindt, P.A., said parcel containing 1.29 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.

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
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pandz@sussexcountyde.gov



Sussex County

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Memorandum

To: Sussex County Council
The Honorable Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

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

CC: Everett Moore, County Attorney

Date: December 5, 2024

RE: County Council Report for C/U 2490 filed on behalf of Mason Hayes

The Planning and Zoning Department received an application (C/U 2490 filed on behalf of Mason Hayes) for a multi-family dwelling units (5 units), to be located in a GR General Residential Zoning District at Tax Parcel 334-19.08-164.00. The property is located at 20455 Lincoln Street, Rehoboth Beach. The parcel size is 0.45 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on October 23, 2024. At the meeting of November 13, 2024, the Planning & Zoning Commission recommended approval of the application for the 12 reasons stated and subject to the 14 recommended conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of October 23, 2024, and November 13, 2024.

Minutes of the October 23, 2024, Planning & Zoning Commission Meeting

C/U 2490 Mason Hayes

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR MULTIFAMILY DWELLINGS (5 UNITS) TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.45 ACRES, MORE OR LESS. The property is lying on the northeast side of Lincoln Street, and the south side of Jefferson Street (Rt. 1B), at the intersection of Lincoln Street and Jefferson Street within the Rehoboth Manor subdivision. 911 Address: 20455 Lincoln Street, Rehoboth Beach. Tax Map No. 334-19.08-164.00.



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

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the applicant exhibits, a copy of the applicant conceptual site plan, a copy of the staff analysis, a copy of the DeIDOT SLER, a copy of a letter received from the Sussex County Engineering Department Utility Planning Division, and 8 written comments and an 18-page petition documents.

Mr. Hal Dukes, Esq., of Tunnel & Raysor, spoke on behalf of the applicant that this was an application to get a Conditional Use to allow for a 5-unit townhouse development; that the site is located across the street from the Rehoboth Beach construction and utility yard; that the request meets the Comprehensive Plan and neighborhood character for this area.

Ms. Anne Lynam, the applicant spoke on behalf of the application that there is a strong family history within the ownership; that her family has owned multiple properties and businesses in Rehoboth Beach for close to 100yrs and they are just trying to complete this project as her family has done in the past.

Mr. Richard Lynam, spoke on behalf of the application that the townhomes they are proposing will fit in with the neighboring properties as there is many different multi-unit homes surrounding them; that they reached out to neighbors and were able to acquire a 62-signature petition in favor of this development.

Mr. Mason Hayes, spoke on behalf of the applicant that he is the planned builder for the development and that there were several points he wanted to make clear for the record:

1. There will be ample parking with 15 planned spots.
2. They are meeting all building setbacks and will not require any variances.
3. The lot density is below the required, at 5 units on 19,409 square feet.
4. The landscaping that is proposed will help mitigate any disturbance to neighbors.
5. The plan has been redesigned so that there are no balconies on the neighbor's side.

Mr. Stephen Hodskins, spoke in opposition to the application that the integrity of the neighborhood West of this proposed development is all single family detached homes and it would set a new precedent for what people could do with a property that size; that this would create an influx of townhomes all up and down the canal.

Ms. Liza Hodskins, spoke in opposition to the application that the development does not fit in with the integrity of the neighborhood, that the storm water management is a concern as they already have flooding issues and the more land that is cleared for development, the more drainage issues that will arise; that this is a quiet neighborhood and by putting in more townhomes its going to be bringing more rentals and not long term residents that contribute to the neighborhood.

Ms. Esther Leburn, spoke in opposition to the application that she has lived next door to the property in question for 72yrs and does not want to see the character of the single family homes change to multi-family properties; that the increase in traffic will be a concern because all of these units will be rentals, which means people will be coming and going all the time.

Upon there being no further questions Chairman Wheatley closed the public hearing.

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

In relation to C/U 2490 Mason Hayes. Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Butler and carried unanimously. Motion carried 5-0.

Minutes of the November 13, 2024, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since October 23, 2024.

Mr. Collins moved the Commission to recommend approval of C/U 2490 Mason Hayes, for a 5-unit Multifamily residential development based upon the record made during the public hearing and for the following reasons:

1. The purpose of the GR zone is to provide for medium-density residential use, the property is contained within the Coastal area, with close proximity to Route 1 and several similar developments that have been approved and built in recent years.
2. The property is in an area with a more urban character, including a variety of single, multi-family, small and mid-sized businesses, commercial and office uses and higher-density residential development near Route 1 and close to this proposed development. This conditional use is consistent with other zoning and land uses in the area. Multi-family development is appropriate for this property.
3. The proposed use is consistent with the County's Comprehensive Land Use Plan. It is in the Coastal Area according to the Plan, which is a Growth Area. The Plan states that medium and higher densities can be appropriate where, like here, there are features such as central water and sewer and nearby commercial uses and employment centers. The Plan also states that a range of housing types should be permitted in the Coastal Area, including single-family homes, townhouses and multifamily units.
4. In this case the purpose of the development is to provide 5 Townhome style residences which is similar to developments in the area.
5. The development is consistent with the Goals set forth in Chapter 8 of the Sussex County Comprehensive Plan regarding Housing.
6. This project is located in an area where the use is consistent with the existing and planned infrastructure.
7. There are no wetlands located on the property.
8. DelDOT has stated that the proposed multi-family conditional use will have a "minor" impact upon local area roadways.
9. As part of the Final Site Plan approval process, the stormwater management design will be reviewed and approved by the Sussex Conservation District, ensuring that the drainage system will be adequately designed and constructed to protect adjoining developments.
10. The proposed multi-family conditional use meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.
11. There is no evidence that this project will adversely affect the neighboring properties, area roadways or community facilities.
12. This recommendation is subject to the following conditions:
 - A. There shall be no more than 5 units in the development.
 - B. All entrances, intersections, roadways and multimodal improvements required by DelDOT shall be completed by the applicant in accordance with DelDOT's determination.

- C. Central sewer shall be provided to the development by Sussex County. The developer shall comply with all requirements and specifications of the Sussex County Engineering Department.
- D. The development shall be served by a central water system providing adequate drinking water and fire protection as required by applicable regulations.
- E. Stormwater management and erosion and sediment control shall be constructed in accordance with applicable State and County requirements, and the project shall utilize Best Management Practices to construct and maintain these fixtures. The Final Site Plan shall contain the approval of the Sussex Conservation District.
- F. Road naming and addressing shall be subject to the review and approval of the Sussex County Geographical Information Office.
- G. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00a.m. through 6:00p.m., Monday through Friday and between 7:00 am and 2:00 pm on Saturdays from September 15 until May 15 of each year. No Sunday hours are permitted. A 24-inch by 36-inch “NOTICE” sign confirming these hours in English and Spanish shall be prominently displayed at the site entrance during construction.
- H. A 10-foot-wide forested buffer shall be installed along the eastern and southern sides of the development. This buffer area shall comply with the planning requirements for such a buffer as contained in Section 99-5 of the Sussex County Code.
- I. Balconies and outdoor patios shall be designed such that they do not overlook neighboring residences.
- J. The Final Site Plan shall include a landscape plan for the development showing the proposed tree and shrub landscape design, including the buffer areas. The landscape plan shall include the “Limits of Disturbance” within the site and these “Limits of Disturbance” shall be clearly marked on the site itself.
- K. All lighting on the site shall not exceed 18 feet in height and it shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.
- L. The trash receptacles shall be standard residential roll-out containers for each of the 5 units. They shall be stored in enclosed areas on the site.
- M. The Final Site Plan shall include a Grading Plan for the site. No building permits shall be issued until an individual lot grading plan has been supplied to and approved by Sussex County. No certificate of occupancy shall be issued until a grading certificate is submitted to the Building Code Department demonstrating general conformity with the individual site grading plan.
- N. The developer and then the condominium association or similar type of unified control shall be responsible for the perpetual maintenance of the project’s stormwater management facilities, erosion and sedimentation control facilities, roadways and other common areas.
- O. The Final Site Plan shall depict or note these conditions of approval, and it shall be subject to the review and approval of the Sussex Planning & Zoning Commission.

Motion by Mr. Collins, seconded by Mr. Mears and carried unanimously to recommend approval of C/U 2490 Mason Hayes for the reasons and the conditions stated in the motion. Motion carried 5 -0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

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JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: October 23, 2024

County Council Public Hearing Date: December 10, 2024

Application: CU 2490 Mason Hayes

Applicant: Mason Hayes
788 Kings Hwy
Lewes, DE 19958

Owner: Anne Lynam
14 Lake Avenue
Rehoboth Beach, DE 19971

Site Location: 20455 Lincoln Street, Rehoboth Beach

Site Location: Located on the northeast side of Lincoln Street, and the south side of Jefferson Street within the Rehoboth Manor subdivision.

Current Zoning: General Residential (GR) Zoning District

Proposed Use: Multi-family (5 Units)

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: District 3 - Mr. Schaeffer

School District: Cape Henlopen School District

Fire District: Rehoboth Beach Fire Co.

Sewer: Sussex County

Water: Sussex County

Site Area: 0.445-acre(s) +/-

Tax Map ID.: 334-19.08-164.00



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
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jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Ms. Ann Lepore, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: October 23rd, 2024
RE: Staff Analysis for C/U 2490 Mason Hayes

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2490 Mason Hayes to be reviewed during the October 23rd, 2024, 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: 334-19.08-164.00

Proposal: The request is for a Conditional Use for Tax Parcel 334-19.08-164.00 to allow for a Multi-Family (5 units). The property is lying on the northeast side of Lincoln Street, and the south side of Jefferson Street (Rt. 1B), within the Rehoboth Manor subdivision. The Parcel consists of 0.45 acre +/-.

Zoning: The Parcel is zoned General Residential (GR) District. The adjacent Parcels to the south, west and east (on the opposite side of Lincoln Street of the subject Parcel) are also zoned General Residential (GR) District and the parcels to the northwest (on the opposite side of Jefferson Street (Rt. 1B) of the subject parcel) are zoned General Commercial (C-1).

Future Land Use Map Designation w/in Comprehensive Plan: The subject property is located within the “Coastal Area” as outlined in the Sussex County’s 2018 Comprehensive Plan.

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 and thoughtful development. The Future Land Use Map in the Plan indicates that the subject property has a Growth Area Future Land Use designation of “Coastal Area.” All surrounding Parcels to the north, south, east and west contain a Growth Area Future Land Use designation of “Coastal Area.”

As outlined in the 2018 Sussex County Comprehensive Plan Update, “Coastal Areas” are “considered Growth Areas, the County encourages only appropriate forms of concentrated new development in these areas, especially when environmental features are in play” (2018 Sussex County Comprehensive Plan, 4-9). Furthermore, the Plan notes that “Coastal Areas” are “areas



that can accommodate development provided special environmental concerns are addressed.” and that “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).

Further Site Considerations:

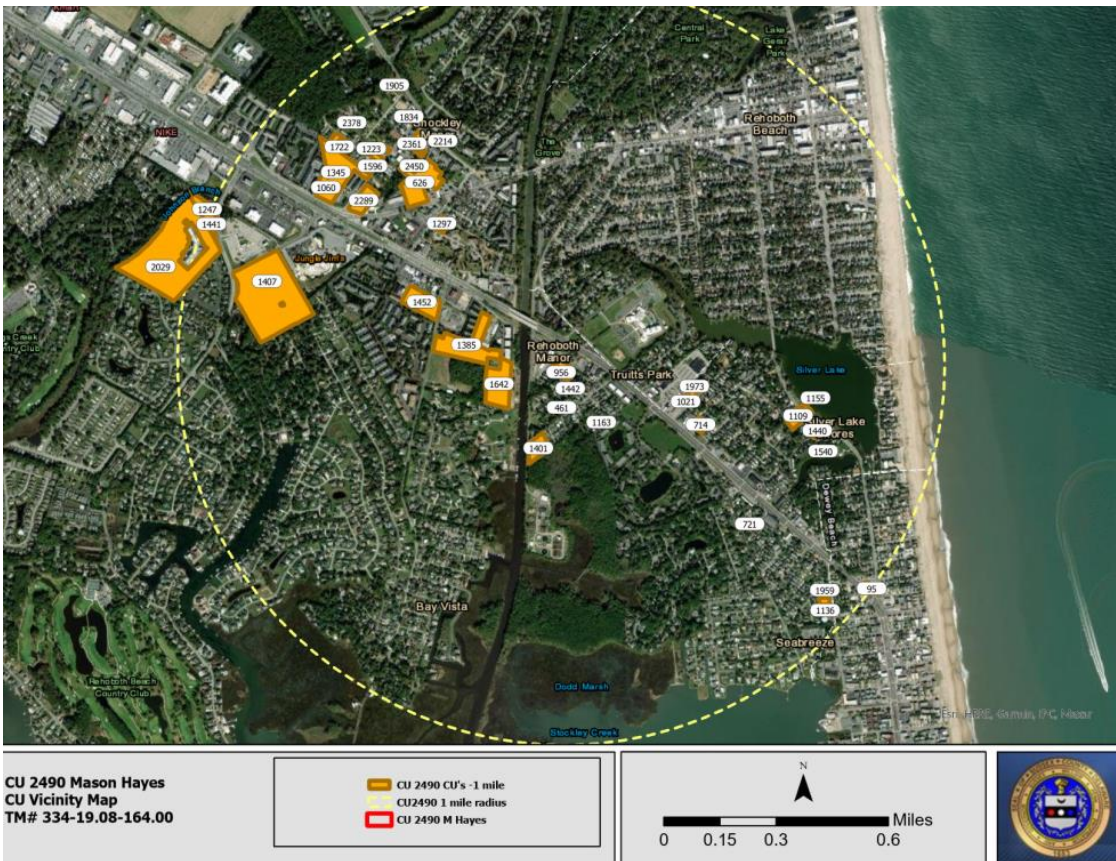
- **Density:** 11
- **Open Space Provisions:** N/A
- **Agricultural Areas:** N/A
- **Interconnectivity:** N/A
- **Transportation Improvement District (TID):** N/A
- **Forested Areas:** N/A
- **Wetlands Buffers/Waterways:** No wetlands are located on the property, however the property is in the vicinity of the Rehoboth Canal
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The site is not located in a Wellhead Protection Area.

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

Existing Conditional Uses within the Vicinity of the Subject Site: A Data Table and Supplemental Maps have been supplied which provide further background regarding the approval status of Applications in the area, including the location of all other Conditional Use Applications that are less than 1 mile distance from the subject site.

Since 1970, there have been 43 Conditional Use Applications within a 1-mile radius of the Application Site.

CU #	APPLICANT	Proposed Use	CC Decision Dat	CC Decision	Ordinance Number
95	Rehoboth By the Sea Realty	meeting place/assembly hall	10/24/1972	Approved	N/A
280	King Solomon Lodge	private club		Withdrawn	N/A
461	Hayward W Robinson	ticket booth, apartment & related faci	3/14/1978	Approved	N/A
626	Chicken Pot, Inc.	Flea Market	4/18/1981	Approved	N/A
714	Harold E. Dukes, Jr. & Others	multi-family	3/29/1983	Approved	N/A
721	Harvey H. & Joan M. Ryan	multi-family	5/3/1983	Approved	N/A
844	James W. Tello	multi-family	2/4/1986	Denied	N/A
956	Richard C. Miller	multi-family	1/29/1991	Denied	N/A
1021	Beebe Medical Center, Inc.	60 or Older activities Center	10/13/1992	Approved	860
1060	Gulf Stream Design Group	cinema & ice skating rink	12/14/1993	Approved	944
1070	West Side New Beginnings, Inc.	private club/community activity cente	4/12/1994	Approved	961
1109	Ronald T. Moore	7 Unit Multi-family Dwelling	7/11/1995	Denied	N/A
1136	Nicholas DelCampo & Mary Zimmerman	multi-family	11/14/1995	Approved	1064
1155	Lake Ventures, LLC	multi-family	6/11/1996	Approved	1093
1163	James J. Doney & Jeffrey Mohr	multi-family	10/1/1996	Approved	1106
1223	West Side New Beginnings	Private Club & Community Activity Cer	2/10/1998	Approved	1213
1247	Kings Creek Associates	16 Unit Multi-family Dwelling	7/21/1998	Approved	1251
1297	J. David Lynam	outdoor retail sales	8/10/1999	Denied	
1332	Fred & Sarah Decusatis	multi-family	5/2/2000	Approved	1372
1345	Glenwood Aviation L.L.C.	helistop/heliport	8/3/2000	Withdrawn	
1385	Bayside Development Group Inc.	multi-family	5/15/2001	Approved	1457
1401	Randy Burton	multi-family	7/31/2001	Approved	1482
1407	Marsh Harbor L.L.C.	multi-family	10/9/2001	Approved	1493
1440	Carol Emmert	multi-family	3/12/2002	Approved	1524
1441	Curtis Ricketts	multi-family	3/12/2002	Approved	1525
1442	Jayant Goyle	multi-family	2/19/2002	Withdrawn	N/A
1452	Lutheran Church of Our Savior	pre-school	5/14/2002	Approved	1543
1540	James R. Gibson	multi-family	8/3/2004	Denied	N/A
1596	Carole A. Levitsky & Sara Tammany	office bldg	11/9/2004	Approved	1725
1642	Sunrise Ventures L.L.C.	multi-family	3/28/2006	Approved	1835
1722	West Rehoboth Community Land Trust	Multi-Family Dwelling	1/30/2007	Approved	1891
1834	Richard F. Lynman	storage of umbrella stands	10/5/2010	Approved	2150
1905	West Rehoboth Community Land Trust	Multi-Family Duplex	1/3/2012	Denied	N/A
1959	Kenneth A. Simpler	Multi-family Dwelling Structure		Withdrawn	N/A
1973	Sandhill Homes LLC	Multi-family Dwelling Structure		Withdrawn	N/A
2029	Truitt Homestead, LLC	29 Multi-family dwellings	11/17/2015	Approved	2426
2042	Beachfire Brewing	Microbrewery	6/7/2016	Approved	2451
2214	Anthony Crivella & Harold Dukes Jr.	operate a food truck for a period exce	8/25/2020	Approved	2734
2289	Leah Beach	Outdoor Special Events	9/14/2021	Approved	2801
2361	Beachfire Brewing Company, LLC	Food Truck	10/1/2024	Approved	
2378	Clifton Gibbs & Joseph Gibbs	4 Multifamily units (2 duplexes)		Pending	
2450	GGA Construction	Professional Office	10/1/2024	Approved	
2490	Mason Hayes	Multi-family		Pending	





CU 2490 – Mason Hayes – Aerial Map
TM#: 334-19.08-164.00



CU 2490 – Mason Hayes – Street Map

TM#: 334-19.08-164.00

Introduced: 10/1/24

**Council District 3: Mr. Schaeffer
Tax I.D. No.: 334-19.08-164.00
911 Address: 20455 Lincoln Street, Rehoboth Beach**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR MULTIFAMILY DWELLINGS (5 UNITS) TO BE LOCATED ON CERTAIN PARCELS OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.45 ACRES, MORE OR LESS

WHEREAS, on the 25th day of October 2023, a Conditional Use application, denominated Conditional Use No. 2490 was filed on behalf of Mason Hayes; and

WHEREAS, on the ____ day of _____ 2024, 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. 2490 be _____; and

WHEREAS, on the ____ day of _____ 2024, 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 VI, Subsections 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2490 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 Lewes & Rehoboth Hundred, Sussex County, Delaware, and lying on the east side of Lincoln Street, and the south side of Jefferson Street (Rt. 1B), at the intersection of Lincoln Street and Jefferson Street within the Rehoboth Manor subdivision, and being more particularly described in the attached legal description prepared by Hudson, Jones, Jaywork & Fisher, said parcel containing 0.45 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 Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

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

CC: Everett Moore, County Attorney

Date: December 5, 2024

RE: County Council Report for C/U 2545 filed on behalf of J. G. Townsend, Jr. & Co.

The Planning and Zoning Department received an application (C/U 2545 filed on behalf of J.G. Townsend, Jr. & Co.) for an amendment of Condition "H" and the amendment/deletion of Condition "R" contained within Conditional Use No. 2359 (Ordinance No. 2964) regarding the requirements for landscaping, and for the installation of gates on Stockley Boulevard between the Governors Community and the proposed cottages, to be located in an MR Medium Density Residential Zoning District at Tax Parcel 335-12.00-3.00. The property is located at 16673 Kings Highway, Lewes. The parcel size is 25.56 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on November 13, 2024. At the meeting of December 4, 2024, the Planning & Zoning Commission recommended deferred action on the application for further consideration. The Planning & Zoning Commission's recommendation will be reported to the County Council at a future meeting.

Below are the minutes from the Planning & Zoning Commission meetings of November 13, 2024, and December 4, 2024.

Minutes of the October 23, 2024, Planning & Zoning Commission Meeting

C/U 2545 J. G. Townsend Jr. & Co.

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR AN AMENDMENT OF CONDITION "H" AND THE AMENDMENT/DELETION OF CONDITION "R" CONTAINED WITHIN CONDITIONAL USE NO. 2359 (ORDINANCE NO. 2964) REGARDING THE REQUIREMENTS FOR LANDSCAPING, AND FOR THE INSTALLATION OF GATES



ON STOCKLEY BLVD BETWEEN THE GOVERNORS COMMUNITY AND THE PROPOSED COTTAGES, TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 25.56 ACRES, MORE OR LESS. The property is lying on the east side of Kings Highway (Rt. 9) and the south side of Gills Neck Road (S.C.R. 267) at the intersection of Kings Highway (Rt. 9) and Gills Neck Road (S.C.R. 267). 911 Address: 16673 Kings Highway, Lewes. Tax Parcel: 335-12.00-3.00 (p/o).

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the conditional use site plan, a copy of the applicants exhibit booklet, a copy of the presentations received from the applicants, a copy of the staff analysis, a copy of a letter received from the Sussex County Engineering Department Utility Planning Division, a copy of the DelDOT SLER and we have received 129 responses in opposition and two responses that were classified as neutral and in total there is a petition with total signatures with 369 signatures.

Mr. David Hutt, Esq., of Morris & James, spoke on behalf of the owner, J.G. Townsend Jr., & Co., and the applicant, Jack Lingo Asset Management, that this application is in relation to two specific conditions of Conditional Use #2359, Ordinance #2964; that the original application was heard on May 25, 2023, for a Conditional Use to put multifamily dwellings of 102 units on about 25 1/2 acres of land and on December 5, 2023 County Council adopted Ordinance #2964; that 2 conditions are the reason for this case, Condition "H" and Condition "R"; that Condition "H" regarding interconnectivity is the part of the original application, which references to portions of the Sussex County Comprehensive Plan and the importance of interconnectivity between parcels of land within subdivisions and this is consistent with Comprehensive Plan, Section 12.2.3, which directly encourages interconnectivity between parcels; that it's also consistent with strategies. 12.1.4.2 and 12.1.4.3, which states that the County should encourage interconnectivity between parcels and create multiple alternative methods for automobiles to reach a property; that the master plan reflected sound land use principles which puts the most intense activity, such as commercial or business activities and higher densities for residential uses closer to main roads; that the main roads that Sussex County and DelDOT refer to as arterials, major arterials and collector roads, and then the more distant one gets from those areas, the intensity and the density will generally speaking decrease; that when you have that type of sound land use planning and a singular owner it's an opportunity for the County to have master planning so that there can be things like shared stormwater management, pedestrian and vehicular interconnectivity; that when the master planning was done, the working assumption was that the intersection of Clay Rd. and Stokely Blvd., the road that extends from Kings Highway past the village center commercial and the village center cottages to the Governor's community, it was thought that that would be a signalized intersection; that DelDOT has decided that this would be a roundabout since the plan was developed, however it was always part of the plan to have that connection there; that at the May 2023 hearing, there was a rendering of the future village center commercial along that faces King's Highway, right behind that is the village center cottages, then behind that you can see an aerial image that includes the Governors Community; that this afternoon's application will be create a four way intersection on Kings Highway with Stokley Blvd. coming off directly across from Clay Rd., going past the future village Center commercial area, past the cottages and immediately to the entrance of the Governor's Community off of the future Stokely Blvd.; that Stokely Blvd. is intended to be a Blvd. with islands in the middle and the travel lanes on either side; that those travel lanes extend right to the property line and bisect the island and the travel ways; that the interconnectivity is the exact same interconnectivity that was shown on the Governor's site plan when that was presented in 2008

to the Planning Commission and County Council; that the same bisected road with an island in the middle extending to the property line and then ultimately out to an intersection with Clay Rd. is what has been shown on all site plans, record plans, and condominium declaration plans since this was laid out prior to 2008; that the discussions that occurred during the public hearings before the Planning Commission and County Council, the applicant asked Mr. Mumford at Davis, Bowen and Friedel to redesign that point of interconnection to address traffic calming measures; that in order to address the concern that people would travel off of Stokely Blvd. and accelerate through Stokely Blvd. past the village center commercial and cottages area and then into the Governor's Community; that Davis, Bowen and Freidel came up with a plan to have the connection point at the Governors Community townhomes and then to the village center cottages; that Stokely Blvd. would have the islands and the sides of the road on either side and pinch the roadway to be narrower and then the second addition to was to put in elevated crosswalks to calm traffic; that for reference, there are 323 record plots that relate to the Governor's Community, either record plans or condominium declarations, and 320 of them included the interconnectivity; that with respect to Section 9H, directly addressed in the Planning Commission's recommendation on this application it stated this interconnectivity has been part of the developer's master plan for this entire area and has been shown and approved by Sussex County at each stage of development; that along Gills Neck, Rd. the indication and evidence that once construction is completed, this interconnectivity must remain open to all vehicular traffic at all times without obstruction; that County Council adds obstructions to that condition as they ask for there to be a gate installed with card access; that the applicants request to the Planning Commission is to strike the language that County Council added to Condition "H" and then add language that states while the interconnection must remain open, to address the concerns about this becoming a shortcut where people will speed through these connected communities, the applicant shall install an elevated crosswalk as a traffic calming measure at the boundary line between the Governors Community and the cottage community; that Condition 9 R was added by County Council and is a landscape plan for the subdivisions frontage along Kings Highway and being consistent with the goals of the Lewes Scenic and Historic Byway Corridor Management Plan; that the only connection point that this application has with Kings Highway is the intersection of Clay Road and Stokely Blvd., and there wouldn't be any landscaping at that intersection to maintain consistent with the Lewes Scenic and Historic Byway Corridor Management Plan; that Mr. Mumford and the applicant met with The Byways Committee, the chairwoman Mary Roth, and she suggested that rather than delete the condition that the condition be modified so that it relates to the portion of the property that is on Gills Neck Rd. which is a part of the scenic byway around the City of Lewes; that that's the change to the conditions that are different than the requested changes that were filed with the initial application, that the references to Kings Highway are deleted and in their place Gills Neck Rd. has been inserted.

Mr. Collins asked if there were any other traffic calming measures that could be put in place other than just the elevated crosswalk.

Mr. Hutt stated that there would be the limited speed limits within the communities.

Mr. Mears stated that through all of the Comprehensive Plans one of the things that the County strives for is master planning and with the current Mater Plan Ordinance that is being worked on there is large parcels of property, whose master planning would include state maintained roads, wide boulevards that are part of that larger property that would connect the different residential uses and densities along with the commercial uses and office uses to the outside road infrastructure; that in this case, Mr. Hutt has talked about, this is one has been master planned since probably the 1990s; that we saw the applications come in one at a time, but there was a master plan that was showed informally to

the County throughout that process from day one and of course that was modified as the different plans occurred, but it always anticipated that there would be interconnectivity; that when this was approved last time with this condition Ms. Howie-Stevenson was very adamant that this remained in place because, the Senators language, said something like there should also be interconnectivity with the adjacent properties, but she anticipated that this might become an issue; that her intent was well known and would survive in perpetuity that the condition in its entirety was this project is interconnected with the adjacent commercial areas facing King's Highway, as well as the Governor's Community, which is itself interconnected with the Senators Community; that this interconnection is part of the larger plan for the residential development of Kings Highway and Gills Neck Rd.; that this interconnectivity is important and necessary for safe vehicular and pedestrian movement within the developments to provide a means of access to and from them; that this interconnection or interconnectivity has been part of the developers master plan for this entire area and it has been shown and approved by Sussex County at each stage of development along Gills Neck Rd.; that this was very clear language that was used in putting together this condition; that the other thing to consider is if this is going to go by the master planning of the County and then it completely undermines that initiative by doing a redesign after going through the full master plan.

Mr. Robertson stated that one of things that everyone is concerned with is the backup on Kings Highway and how this interconnectivity will move traffic off of Kings Highway sooner for these developments and make it easier for members of those communities to get in and out of them more efficiently.

Mr. John Wright, from Department of Public Safety, EMS Division, spoke in regards to the application that artificial barriers and roadways ultimately affect response times for EMS; that EMS look to meet an 8min response time and with a 12.2min response time in some of the lowest fire districts and with additional road barriers those times will be even slower.

Mr. Michael Wolfe, President of Governor's Condominium Association, spoke in opposition to the application that they want to discuss a siren activated gate arm; that they went through the community to find the best solution to this and this gate arm doesn't violate any rules, no laws, statutes or doesn't place a significant burden on the developer, rather, it's intended to protect the children, grandchildren, and adult residents in our neighborhoods; that The Planning and Zoning Staff Analysis dated November 4th, 2024 and posted in the record, fails to consider the safety of adjacent communities, in particular the Governor's Community and the amendment cites 2 reasons for requesting elimination of the gate; that providing card access to Governors residents would place a burden on the village center cottages, Property Owners Association, and property manager and such a burden could easily be mitigated either by modifying the shared services agreement between the two communities that's already in place for pond and open space management or by enabling the Governor's property management company to manage the gate resident system for control; that the second one is the installation of the gate goes against the spirit of interconnectivity as originally intended by the Kings Highway and Gills Neck master plan; that we maintain that interconnectivity must never take priority over safety; that no street connection was required for the Hawkeye Community and everyone keeps bringing up Kim Howie Stevenson and that's the community she lives in; that that was another JLAM project along Gills Neck Rd. clearly demonstrating that in Jay Lambs view the master plan, vehicle interconnectivity is an option, not a requirement; that the master plan sets forth design principles and strategies, advocates designs that are sensitive in their context, it does not mandate inner conductivity; that excessive traffic along Kings Highway and Gills Neck Rd. will continue to worsen with the influx of hundreds of new homes and associated vehicles; that shifting traffic through residential

neighborhoods fails to provide the kind of comprehensive solution needed to prioritize the safety of residents, and promotes alternate forms of transportation, including walking and cycling; that its Planning and Zoning and County Councils responsibility first and foremost to provide for the safety and welfare of the county residents under the law and within the framework of the Sussex County Comprehensive Plan; that many residents are concerned about the safety of their families and believe that eliminating the gate is a terrible idea; that JLAM indicates that they don't understand how to implement the card access requirement in their approval; that we have professionals in our community that are willing to work with them to develop the card access system; that they would consider removing the card access requirement as long as JLAM considers installing an emergency siren activated breakaway gate with a camera system so it can be monitored; that the community would also agree to oversee the management and maintenance of the gate arm; that the interconnectivity states its necessary for safe vehicular and pedestrian movement, but with the location of this gate if it is removed there is immediate danger to the people who utilize our clubhouse, pools, children's playgrounds and sports courts; that our community has written over 120 letters and submitted a petition with over 375 signatures explaining why eliminating the gate requirement would be dangerous to our residents.

Mr. Rick Hansen, of Collins Rd., spoke in opposition to the application that he was the former President of the HOA for Governor's during the transfer of the development from JLAM to Governor's; that the gates critical for the safety of Governors residents, Jay lambs, opposition gate management, that it doesn't need to be a FOB or a car, it can be a little decal on your car, which is a fairly common type thing, so that objection, in my opinion, is not a meritable objection; that the master plans changed numerous times for that development corridor interconnectivity; that it's an ideology that makes great sense, but it doesn't always take into consideration the well-being of the people that it impacts; that there are other areas that gates and barriers to enter are able to go as long as it can allow access, what's the real reason for Governors to be connected to the village center?; that Kings Highway is a traffic disaster and all it's going to do when Stokely Blvd. opens up, is it's going to be a cut through; that Clay's Rd. to Gills Neck when the ferries out, everybody's going to do a cut through because it's a perfect Blvd. 2 lanes each way; that the traffic circles aren't going to solve the traffic problem; that when one person hits the crosswalk button down by the high school, which during school hours is going to be continuous; that originally it was asked that JLAM during development, not open the connection except for bicycles, pedestrians and emergency vehicles and they refused; that it was said that the gate and interconnectivity was in the master plan; that sometimes maybe a master plan needs to be changed or modified; that when the residents of Governor's asked for an emergency gate only they refused, then we asked P&Z to support an emergency gate only and that was refused; that Governor's asked JLAM for a monument sign and traffic calming features to be added the entrance which they've added; that . I have emails between myself as president of the board and Nick Hammonds with the design layout that is actually there, because when we were asking for a gate he says you're not going to get a gate, so you have to do something to protect the kids; that was an idea of Governors presented to JLAM, not the opposite way; that JLAM states the interconnectivity is consistent with the master plan for the area; that the plan calls for interconnectivity between Senators, Governors and village center; that Senators doesn't want connectivity, they wanted a gate; that Hawkseye didn't want a gate to be connected to Senators, Governors doesn't want to be connected to the village center; that it's going to be people that don't live in the communities that want this cut through; that it's not the residents of the village center, they're going to have two exits, it's not Senators, they have two exits; that why should one developer be allowed to keep a plan that endangers the safety and quality of life of residents of a development they no longer control?; that does this gate impact the traffic counts or anything in the area and Anna Maria Fermato of DeDOT said that its

not finalized as of yet so she cannot give an answer; that the need for interconnectivity does not mean only vehicular traffic, but it can be multimodal or pedestrian traffic.

Mr. Lee Thompson, of Governors Community, spoke in opposition to the application that he is speaking in terms of a parent who has children in Cape Henlopen High School and when school starts and lets out traffic at that light is a problem; that there are times that a car can sit through several light cycles before being able to get through; that with that traffic backup, people will often drive the median to the light down Kings Highway and then turn onto Gills Neck Rd. and do a U-turn just to avoid sitting through the light even longer; that if there is an interconnected road that begins at Clay and Stokely then, those same people who want to avoid this traffic light are going to use this interconnection as a cut through.

Mr. Howard Berger, of Collins Rd., spoke in opposition to that Section 13.2.4 of the County Plan talks about the disadvantages of interconnectivity and the dangers from through traffic; that the plan should see that roads are designed as to eliminate any problems from the interconnectivity; that the only change that the developer is offering since County Council denied its proposal is the elevated walkway and some street narrowing; that nothing in the Staff Review or in the proposal effectively deals with the safety issue from through traffic.

Mr. Whitehouse stated for the record that the Comprehensive Plan has been quoted as the correct Section, but for the purpose of the minutes, there is no misinterpretation the final paragraph says “*that there are a few perceived disadvantages relating to increased interconnectivity, such as increasing through traffic on residential streets. However, there are ways to plan and design connected roads better to avoid or minimize through traffic impacts on residential streets. The focus needs to shift on encouraging. Subdivision design that can provide a balanced mix of residential seclusion and local connectivity while maintaining commercial viability of the subdivision.*”

RECESS

Ms. Laura Wolfe, of Governor’s Community, spoke in opposition to the application that they are a tight knit community and everyone looks out for each other; that if someone is speeding through the development or driving unsafely, then everyone will knock on each other’s doors and let them know to slow down; that if you allow the interconnectivity there no longer is that recourse ability of knowing who to approach; that Governor’s Community is full of pedestrian traffic and children and allowing this interconnectivity will just put all of them in danger.

Mr. Garrick Hughes, a member of the Board of Directors of the Governors HOA, spoke in opposition to the application because his concern is that with this increase in traffic on these roads are going to bring an increase in road repairs and at whose expense since they are private maintained roads.

Mr. Jeff Irwin, of Collins Rd., spoke in opposition to the application that the roundabouts are not built for large vehicles and even firetrucks will have a hard time navigating the turns around the roundabouts.

Mr. Scott Beagle, a Governor’s resident, spoke in opposition to the application that if you allow people to have access to the community then there is a possibility of them trying to utilize the amenities that they see as they pass through.

Mr. Toby Port, of Collins Rd., spoke in opposition to the application that when purchasing their home, it was listed as a private community, but with this interconnectivity from Stockley Rd. to Kings Highway it is now going to have a main public road running through the community; that people will take this cut through to avoid sitting through the traffic lights, which can be multiple cycles during busy times of the day or busy season.

Ms. Debbie Marie, of Temple Rd., spoke in opposition to the application that the biggest concern is that the residents of Governors will have to take on the cost of the maintenance of these roads of interconnectivity as they are classified as private roads and with that all of the increased cut-through traffic will put wear and tear on them.

Upon there being no further questions Chairman Wheatley closed the public hearing.

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

In relation to C/U 2545 J.G. Townsend Jr. & Co. Motion by Mr. Collins to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 5-0.

Minutes of the December 4, 2024, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since November 13, 2024.

In relation to C/U 2545 J.G. Townsend Jr., & Co. motion by Mr. Collins, to defer action for further consideration, seconded by Mr. Mears and carried unanimously. Motion carried 4-0.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



Sussex County

DELAWARE
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JAMIE WHITEHOUSE, AICP, MRTPI
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: November 13, 2024

Application: CU 2545 J. G. Townsend Jr. & Co.

Applicant: Jack Lingo Asset Management, LLC
246 Rehoboth Avenue
Rehoboth Beach, DE 19971

Owner: J. G. Townsend Jr. & Co.
P.O. Box 430
Georgetown, DE 19947

Site Location: Lying on the east side of Kings Highway (Rt. 9) and Gills Neck Road (S.C.R. 267) at the intersection of Kings Highway (Rt. 9) and Gills Neck Road (S.C.R. 267)

Current Zoning: Medium Residential (MR) Zoning District

Proposed Zoning: Medium Residential (MR) Zoning District

Proposed Use: 102 Multi-Family Units (Request to amend Condition “H” and amend/delete Condition “R” of CU 2359, Ord. No. 2964)

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: Mr. Schaeffer

School District: Cape Henlopen School District

Fire District: Lewes Fire Company

Sewer: Sussex County

Water: Tidewater Utilities

Site Area: 25.56 acre +/-

Tax Map ID: 335-12.00-3.00 (p/o)



JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Christin Scott, Planner II
CC: Mr. Vince Robertson, Assistant County Attorney, and applicant
Date: November 4, 2024
RE: Staff Analysis for C/U 2545 J.G. Townsend, Jr. & Co.

This memo is to provide background and analysis for the Planning Commission to consider as a part of application C/U 2545 J.G. Townsend, Jr. & Co. to be reviewed during the November 13th, 2024, 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: 335-12.00-3.00 (p/o)

Proposal: The request is for Tax Parcel 335-12.00-3.00 (p/o) to allow for an amendment of Condition “H” and the amendment/deletion of Condition “R” contained within Conditional Use No. 2359 (Ordinance No. 2964) regarding requirements for landscaping, and for the installation of gates on Stockley Boulevard between the Governors community and the proposed cottages. The property is lying on the east side of Kings Highway (Rt. 9) and Gills Neck Road (S.C.R. 267), at the intersection of Kings Highway (Rt. 9) and Gills Neck Road (S.C.R. 267). The parcel consists of 25.56 acres +/-.

Comprehensive Plan Analysis: The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the subject property has land use designation of “Coastal Area.” The properties to the north, south, east, and west all have a land use designation of “Coastal Area” with properties to the northwest, across Kings Highway, having a land use designation of “Commercial 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. A range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units. Retail and office uses are appropriate, but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-



use development should all be allowed. In doing so, careful mixtures of homes with light commercial, office and institutional uses can be appropriate to provide for convenient services and to allow people to work close to home. Major new industrial uses are not proposed in these areas. (Sussex County Comprehensive Plan, 4-15).

Zoning Information: The property is split zoned Agricultural Residential (AR-1) District and Neighborhood Business (B-1) Zoning District. The adjacent parcels to the east and west of the subject property are zoned Agricultural Residential (AR-1) District. The properties located to the northeast of the subject site, across Gills Neck Road, are zoned Medium Residential (MR-1) Zoning District. A few parcels south, north, and west of the site are zoned General Commercial (C-1), Medium Commercial (C-2), and Neighborhood Business (B-1) Zoning Districts.

Site Considerations:

- **Density:** 4.5 units/acre
- **Open Space Provisions:** 4.6 acres
- **Agricultural Areas:** There are agricultural uses in the vicinity of this property.
- **Interconnectivity:** Interconnectivity provided between the Village Center Cottages and neighboring development of Governors through Stockley Boulevard.
- **Transportation Improvement District (TID):** N/A
- **Forested Areas:** N/A
- **Wetlands Buffers/Waterways:** N/A
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The site is partially located in a Wellhead Protection Area

Based on this analysis, a Conditional Use for an amendment of Condition “H” and the amendment/deletion of Condition “R” contained within Conditional Use No. 2359 (Ordinance No. 2964) regarding requirements for landscaping, and for the installation of gates on Stockley Boulevard between the Governors community and the proposed cottages could be considered as being consistent with the land use, area zoning and surrounding uses.

Existing Change of Zones within the Vicinity of the Subject Property:

Since 2011, there have been thirty-one (31) Conditional Use applications within a one (1) mile radius of the application site. A data table has been provided below.

Conditional Use Number	Tax Parcel #	APPLICANT	911 Address or Road Name	Proposed Use	CC Decision Date	CC Decision
2352	334-6.00-504.02	CB Lewes, LLC	Coastal Tide - Tidal Way, Lewes	Multi-family (30 units)	6/14/2022	Approved

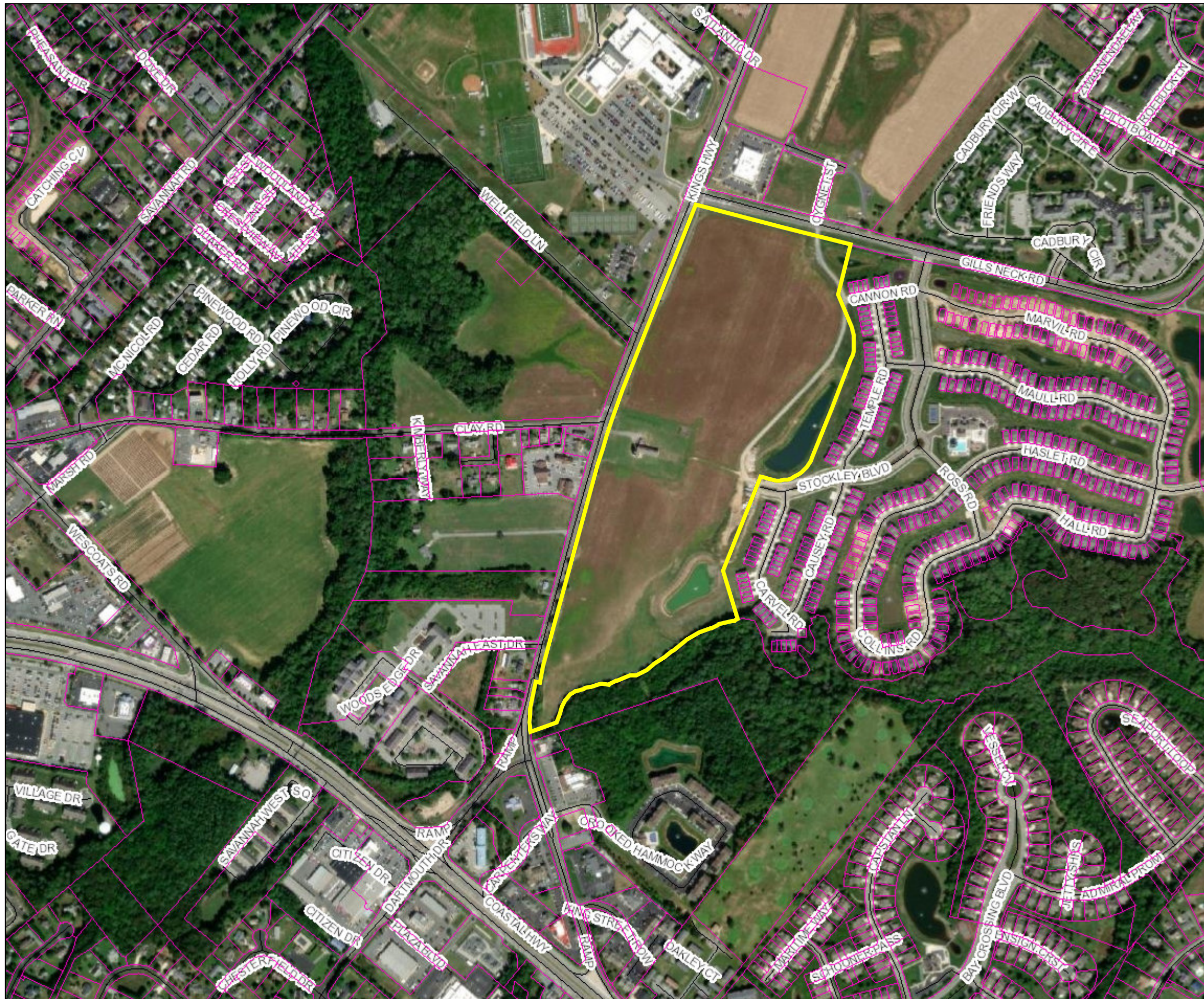
2334	335-8.00-37.00	Henlopen Properties, LLC	Kings Hwy & Gills Neck Rd	Multi-family	7/26/2022	Approved
2327	334-12.00-7.00	Howard L. Ritter & Sons, Inc.	33508 Ritter Lake Rd	Expansion of a non-conforming borrow pit	1/24/2023	Approved
2316	334-6.00-511.02	Lighthouse Construction, Inc.	17611 Shady Rd	Office Building	9/27/2022	Approved
2313	335-12.06-49.00	John Ford	1528 Savannah Rd	Realty Office	9/20/2022	Approved
2281	334-12.00-7.00	Susan Riter	Ritter Lake Dr	Borrow Pit	6/8/2021	Withdrawn
2264	335-8.18-15.00	Laudan Investments, LLC	1302 & 1305 Svannah Rd	General Office Use	11/16/2021	Approved
2262	334-6.00-686.00	Matthew Hete	34360 Postal Lane	Multi-family (4-units)	11/16/2021	Approved
2261	334-6.00-515.00	What Is Your Voice, Inc.	17583 Shady Road	Use Existing Garage for Office uses and one-story pole building for rental storage facilities (4 units) in connection w/ Applicant's non-profit corporation	9/14/2021	Approved
2252	334-12.00-2.00	Delaware Electric Co-Op	Cedar Grove Rd	Substation	7/13/2021	Approved
2237	334-12.00-55.01	Sam Warrington II	Postal Ln	Outside Boat & RV Storage	12/1/2020	Approved
2209	334-6.00-686.00	Matthew C. Hete	34360 Postal Ln	Multi-Family (14 Units)	7/28/2020	Denied
2169	335-12.06-1.00	Robert & Debora Reed	1525 Savannah Rd.	Multi-family	6/18/2019	Approved

2160	335-12.06-3.00	Procino, Wells, and Woodland, P.A.	1519 Savannah Rd.	Professional Office	3/19/2019	Approved
2159	335-8.18-28.00	Elisabeth Ann Burkhardt	1500 Savannah Rd.	professional office	1/15/2019	Approved
2137	335-12.06-50.00	John W. Ford	1530 Savannah Rd.	professional offices	7/31/2018	Approved
2136	335-8.18-4.00	Christine Degnon	1409 Savannah Rd.	medical offices	10/23/2018	Approved
2134	335-8.00-44.00	The Evergreen Companies, LLC (Admirals Chase)	16386 Gills Neck Rd.	multifamily	8/14/2018	Approved
2133	335-8.14-47.00	Dr. Laima Anthaney and Dr. Michael Cahoon	1200 Savannah Rd.	professional office	7/31/2018	Approved
2132	335-12.06-58.00	Dorothy Darley	33995 Clay Rd.	Hair Studio	7/31/2018	Approved
2116	335-8.18-2.00	William and Stacey Smith	1501 Savannah Rd.	professional offices	3/20/2018	Approved
2112	335-8.00-37.01	Mitchell Family Limited Partnership	SE corner of Kings Hwy. and Gills Neck Rd.	medical office and ancillary medical uses	3/20/2018	Approved
2109	335-8.14-49.00	Quakertown Wellness Center	1204 Savannah Rd.	Holistic Health Center with massage, acupuncture and chiropractor	1/9/2018	Approved

2106	334-6.00-511.00	MDI Investment Group, LLC (C/O Doug Compher)	17645 Shady Rd. & N/A	multi-family (52 townhouses)	3/20/2018	Approved
2074	335-12.06-1.00	Quail Valley 1525, LLC (Midway Fitness)	1523 Savannah Rd	Commercial use as a Therapy and Fitness Center	8/8/2017	Denied
2073	334-6.00-496.00	Delmarva Power & Light Co.	18200 Coastal Hwy., Lewes	Expansion to an existing electrical station	3/7/2017	Approved
2069	335-12.06-58.00	Rudolph Joseph Johnson	34001 Clay Rd	Workout Studio	4/25/2017	Approved
2064	335-12.05-4.00	R & K Partners	1537 Savannah Rd., Lewes	medical offices	3/7/2017	Approved
1974	335-12.06-7.00	Sara Kay I. Phillips	Route 9B (Savannah Road)	Hair Salon	1/14/2014	Approved
1912	335-8.18-30.00	Wm. A. Bell & Kathleen M. Sperl-Bell	Savannah Road	Professional Office	11/8/2011	Approved
1868	335-12.00-1.10	Old Towne Pointe, L.L.C.	N Village Main Blvd	pharmacy/community service	5/24/2011	Approved



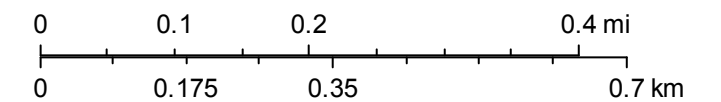
Sussex County



PIN:	335-12.00-3.00
Owner Name	JG TOWNSEND JR CO
Book	361
Mailing Address	PO BOX 430
City	GEORGETOWN
State	DE
Description	E/KINGS HWY
Description 2	S/GILLS NECK RD
Description 3	RESIDUAL LANDS
Land Code	

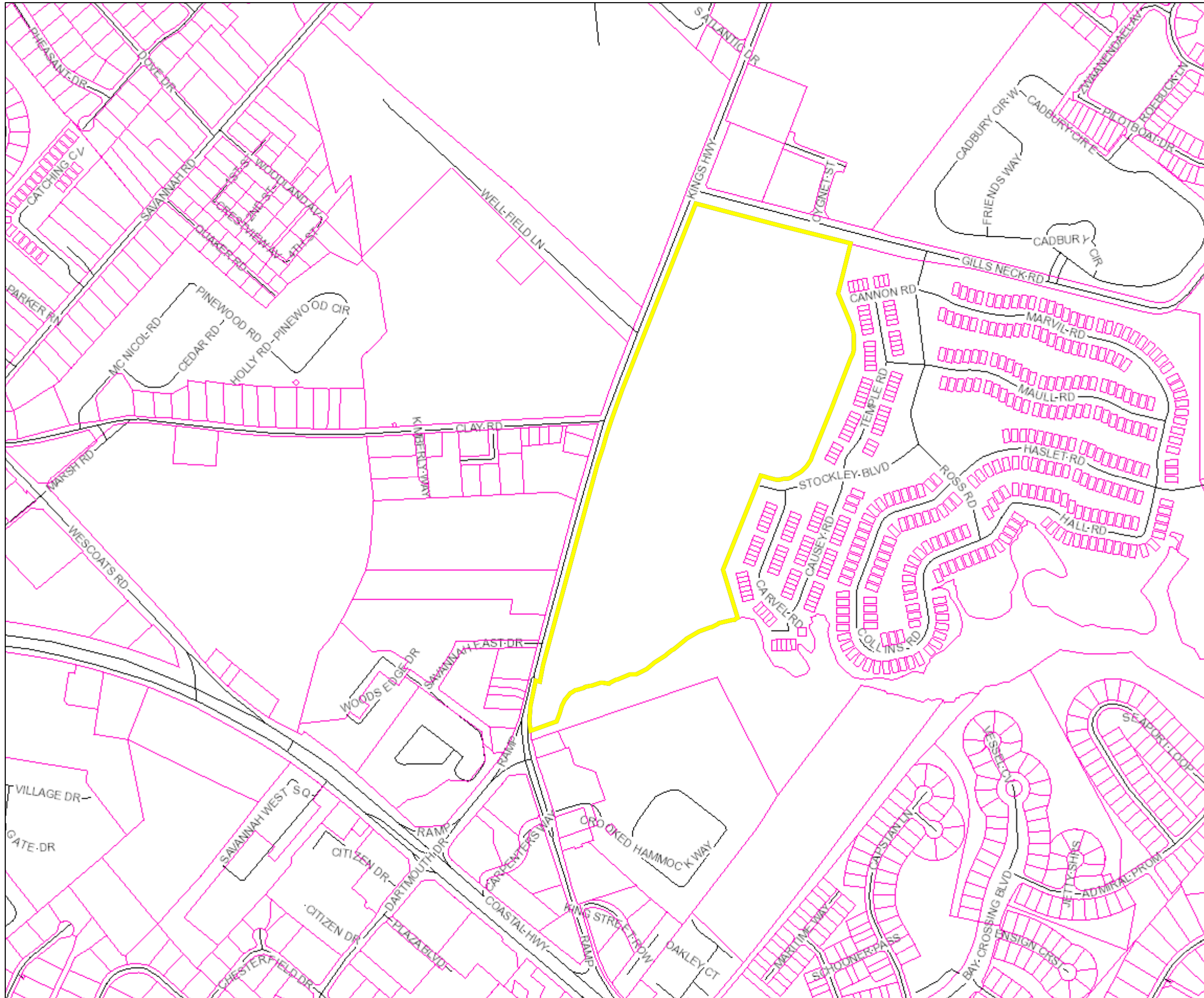
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- Streets
- County Boundaries

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Sussex County



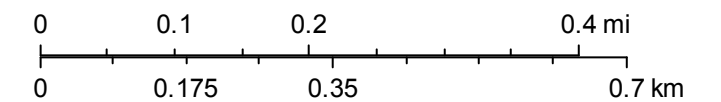
PIN:	335-12.00-3.00
Owner Name	JG TOWNSEND JR CO
Book	361
Mailing Address	PO BOX 430
City	GEORGETOWN
State	DE
Description	E/KINGS HWY
Description 2	S/GILLS NECK RD
Description 3	RESIDUAL LANDS
Land Code	

- polygonLayer**

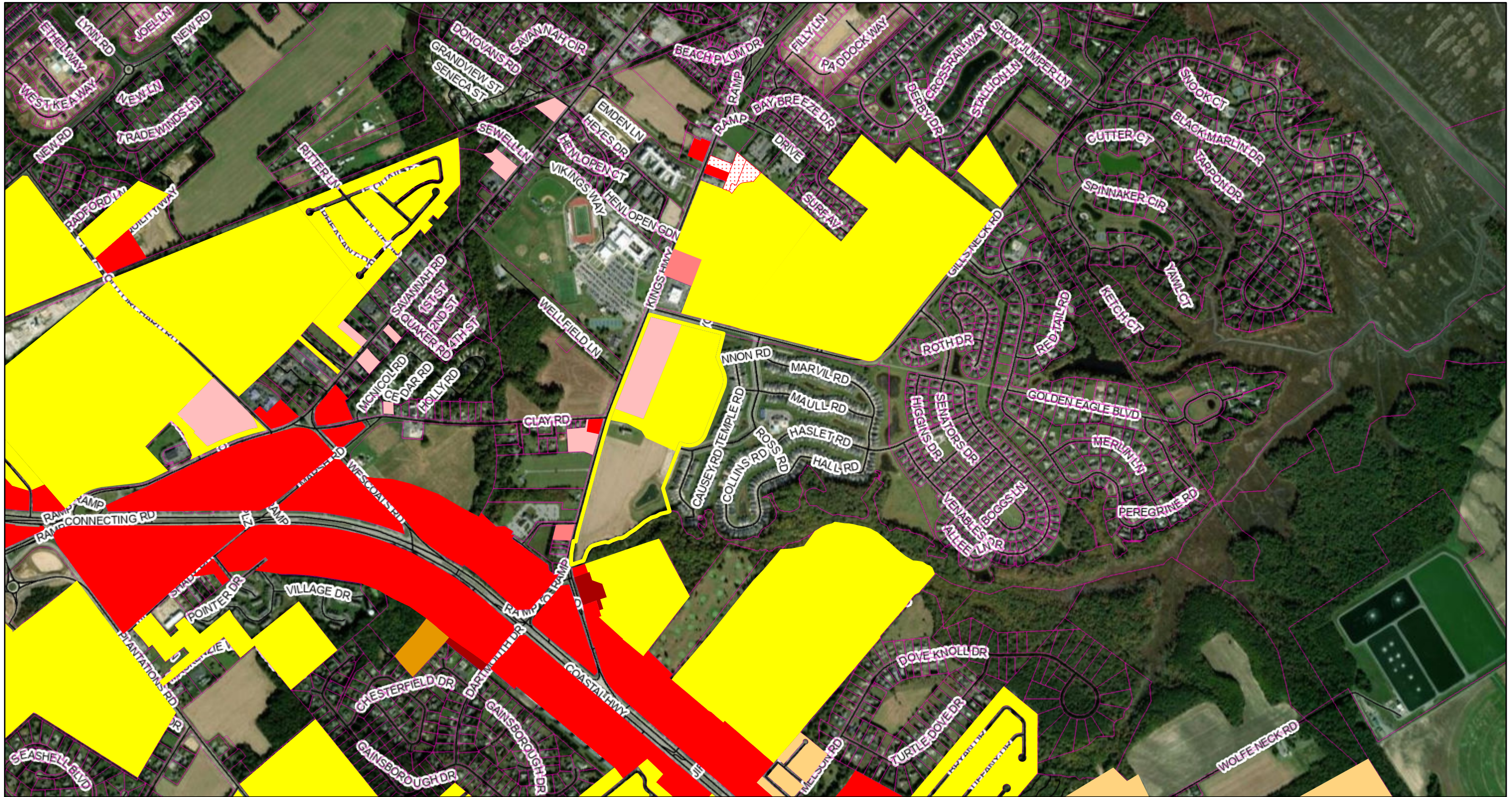
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- polygonLayer**

 - Override 1
- Tax Parcels
- Streets
- County Boundaries

1:9,028



Sussex County



October 9, 2024

1:18,056

layer43

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- Blue: Band_3
- polygonLayer
- Override 1

- Override 2
- Zoning
- Medium Residential - MR
- General Residential - GR
- High Density Residential - HR-2

- Commercial Residential - CR-1
- C1: General Commercial
- C2: Medium Commercial
- C3: Heavy Commercial
- B-1: Neighborhood Business

- Tax Parcels
- Streets
- County Boundaries
- World Imagery
- Low Resolution 15m Imagery

High Resolution 60cm Imagery 0 0.17 0.35 0.7 mi

High Resolution 30cm Imagery 0 0.28 0.55 1.1 km

Citations

4.8m Resolution Metadata

Sussex County Government, Maxar

Introduced: 8/13/24

Council District 3: Mr. Schaeffer
Tax I.D. No.: 335-12.00-3.00 (p/o)
911 Address: 16673 Kings Highway, Lewes

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR AN AMENDMENT OF CONDITION "H" AND THE AMENDMENT/DELETION OF CONDITION "R" CONTAINED WITHIN CONDITIONAL USE NO. 2359 (ORDINANCE NO. 2964) REGARDING THE REQUIREMENTS FOR LANDSCAPING, AND FOR THE INSTALLATION OF GATES ON STOCKLEY BLVD BETWEEN THE GOVERNORS COMMUNITY AND THE PROPOSED COTTAGES, TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 25.56 ACRES, MORE OR LESS

WHEREAS, on the 5th day of August 2024, a Conditional Use application, denominated Conditional Use No. 2545 was filed on behalf of J. G. Townsend Jr. & Co.; and

WHEREAS, on the ____ day of _____ 2024, 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. 2545 be _____; and

WHEREAS, on the ____ day of _____ 2024, 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. 2545 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 Lewes & Rehoboth Hundred, Sussex County, Delaware, and lying on the east side of Kings Highway (Rt. 9) and on the south side of Gills Neck Road (S.C.R. 267) at the intersection of Kings Highway (Rt. 9) and Gills Neck Road (S.C.R. 267) and being more particularly described in the attached legal description prepared by Davis, Bowen & Friedel, Inc., said parcel containing 25.56 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 Michael H. Vincent
The Honorable Cynthia C. Green
The Honorable Douglas B. Hudson
The Honorable John L. Rieley
The Honorable Mark G. Schaeffer

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

CC: Everett Moore, County Attorney

Date: December 5, 2024

RE: County Council Report for C/U 2543 filed on behalf of Toney Floyd & Charletta Speaks-Floyd

The Planning and Zoning Department received an application (C/U 2543 filed on behalf of Toney Floyd and Charletta Speaks-Floyd) for a commercial hauling, goods and materials delivery services, and driveway installation business, to be located in a GR General Residential Zoning District at Tax Parcel 234-29.00-274.02. The property is located at 32404 Hersel Davis Road, Millsboro. The parcel size is 2.31 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on October 23, 2024. At the meeting of November 13, 2024, the Planning & Zoning Commission recommended denial of the application for the 9 reasons stated within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of October 23, 2024, and November 13, 2024.

Minutes of the October 23, 2024, Planning & Zoning Commission Meeting

C/U 2543 Toney Floyd & Charletta Speaks-Floyd

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A COMMERCIAL HAULING, GOODS AND MATERIALS DELIVERY SERVICES, AND DRIVEWAY INSTALLATION BUSINESS TOGETHER WITH STORAGE OF VEHICLES, EQUIPMENT, AND MATERIALS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.31 ACRES MORE OR LESS.

The property is lying on the northeast side of Hersel Davis Road approximately 0.42-mile northeast of



Oak Orchard Road (Rt. 5). 911 Address: 32404 Hersel Davis Road, Millsboro. Tax Map Parcel: 234-29.00-274.02.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the applicant's exhibit booklet, which includes copies of DNREC inspection reports and photographs, along with a copy of the applicant's conceptual conditional use site plan, a copy of the staff analysis, a copy of the DelDOT SLER, a copy of a letter that has been received from the Sussex County Engineering Department Utility Planning Division and that the Planning & Zoning Department has received 128 written responses; a petition with 703 signatures and along with a separate letter received from the Peninsula Lakes Use Advisory Committee.

Ms. Mackenzie Peet, Esq., of Saul Ewing, spoke on behalf of the applicants that they are seeking a conditional use of land in a GR, General Residential district for commercial hauling of goods and material services and driveway installation business known as Tony Floyd Trucking LLC, together with storage of vehicles, equipment and materials to be located on a 1.08 acre portion of an approximately 2.31 acre lot; that Tony Floyd Trucking, LLC has been operating in the county since 1998 and Mr. Floyd runs the front of the house operations and Mrs. Speaks- Floyd handles all of the administrative aspects of the business; that the Floyd's previously applied for conditional use on this property in 2021, having Pole Buildings Unlimited construct a 46 by 60 by 16 feet pole building at a cost of approximately \$60,272; that they applied for a building permit and permit number 202103547 was issued on April 1st, 2021 by the county allowing the construction of the pole building; that following the completion of inspections, Sussex County issued a certificate of occupancy and compliance on January 13, 2022 and the Floyd's began operating their business on site under the assumption that no further approvals were needed; that the certificate stated, "This certifies that the structure premise described in application number 202103547 conforms to and complies with the requirements of Chapter 52, building code and Chapter 115 zoning code for Sussex County, Delaware, and may be occupied as of the date."; that the certificate confirms compliance with Chapter 115, the county Zoning code, which is obviously not the case because the conditional use was also required, which is not clear whatsoever from their certificate issued and the reason we're here today; that after the pole building was completed, the Floyds operated without issue until a violation was issued in 2023, following a public complaint and to address this violation, they filed an application on March 30, 2023 without legal counsel and worked with Planning and Zoning staff to complete that application; that the application only referenced storage of work equipment and trucks failing to mention that it also involves stockpiling materials; that the applicants attended the Planning and Zoning Commission hearing before this Commission on January 3, 2024, and soon after they engaged our firm for representation; that upon reviewing the application and its history, it was determined that they needed to withdraw the application to correct the noted deficiencies and address public concerns consequently; that On March 29, 2024, my office submitted a letter to Planning and Zoning requesting to withdraw CU 2436 and notifying them of the Floyd's intent to revise and reapply for the conditional use once plans were prepared by Vista Design and the DelDOT SLER was received, both essential for filing the amended application, the Floyd's submitted their current proposal on July 29, 2024; that according to the new application the plan is to subdivide this 2.3 acre piece into two, so one area will be designated for the conditional use area and the other area is earmarked for the development of the Floyd's future home; that the conditional use area is approximately 1.08 acres and has included provisions for screening along the Reynolds property and to plant additional vegetation along the wetlands boundary; that the conditional use is now set to be located between 478.75 feet and 581.97 feet away from nearby residents of Peninsula Lakes community; that the revised proposal eliminates any stockpiling activities altogether, there has been cleanup of this site and they've been removing the

stockpiles that were on the site as part of the DNREC compliance; that if the new conditions were approved that there would be no more tailgate related noise, as there would be no more dumping on site which means no slamming of tailgates and backup alarms which were a concern of the neighbors; that there's 2 reports and we also received another report from DNREC today confirming that the applicant has continued to bring the property into compliance and stabilize the area; that this holds historical significance, having been in the Floyd family for generations, it specifically operated historically as a farm, then it was taken out of production and has been surrounded by residential. Developments; that creates challenges, but the Floyds are committed to coexisting harmoniously with their neighbors and are focused on minimizing any negative impacts their business may have on their surrounding residential community; that the proposed use aligns with the vision by supporting both residential and commercial growth within Sussex County, specifically, the business will facilitate the transportation of materials that are critical for construction and development projects in the area, while also offering services such as driveway installation for residents and commercial property owners; that public water and sewer are available to the site and the property is located in Tier 1 and connections available nearby are Tidewaters and the provider access to the site will be from Hersel Davis Rd. which connects to Oak Orchard Road; that DelDOT reviewed the SLER and concluded that the proposed use would have a diminutive impact on the local roads; that Mr. Floyd employs only three to five workers at any given time, and most of them typically depart for job sites directly from their homes, meaning that trucks are not frequently coming and going from the site throughout the day; that on an average day, there would be only a few trips in the morning as trucks head out to job sites and then returning later in the evening.

Mr. Edward Launay, a professional wetland scientist, of Environmental Resource Insights, spoke on behalf of the application that he was retained by the Floyds to assist them with the DNREC drainage section and the soil erosion control section; that Mr. Floyd was stockpiling and moving gravel material back and forth, so there were some piles on the site; that the easterly boundary of the site there's a small intermittent stream that has seasonal flow and adjacent to that stream, there's a band of wooded wetlands; that myself and DNREC had the same opinion that number one was to implement a plan to: #1, consolidate and remove the piles, #2, regrade the land, #3, install a soil erosion set of control measures to prevent any erosion, and #4, stabilize the land that was really going to be inactive on the wetland side of where the soil erosion and control fencing was installed; that I did an analysis and determined that there was small encroachment well under a 10th of an acre of material that had clearing had been done and there was material that was in the wetlands; that I worked with Mr. Floyd to supervise that removal, which was consistently coordinated and inspected with DNREC, any encroachment in the wetlands; that there was super silt fence measures installed and all while Mr. Floyd was working to get the piles of material consolidated and removed; that then he came in and stabilized that area of disturbance with grassy vegetation and including a seed mix within the wetland area; that Vista Design came in and located the boundary of the entire wetland area and showed that the area in which is up for the Conditional Use is now well elevated with good soils; that the intention is to put the Floyd home on that area of land if this was to be approved.

Mr. Bruce Hall, P.E., of Vista Design, spoke on behalf of the application that he was the engineer working on the sediment and stormwater management for this project; that they were brought on to handle the DNREC Stormwater Management Plan; that the site is 2.31 acres and of that .34 acres are impervious; that the goal is to catch all of the impervious runoff in the two grass areas to prevent any downstream flood issues on the Emily's Gut.

Ms. Mackenzie Peet, Esq., stated that they submitted into record proposed specific conditions and a petition with 85 signatures on it; that the applicant met with the nearby residents, specifically the Peninsula Lakes Board, to present the offered conditions and receive any feedback, but none have been received as of yet; that the proposed use meets the purpose of the conditional use as outlined in the code given its public and semipublic character which serves the general convenience and welfare of the community; that the conditions set forth for the proposed use, reflect careful consideration of potential impacts on neighboring properties and the broader community; that the business will focus on commercial hauling goods and material delivery services and driveway installation on a 1.08 acre portion of the property, operating hours are limited to minimize disturbances with deliveries restricted to specific times during the week and no operations on Sunday; that measures will be implemented to manage materials and maintain cleanliness on site, including prohibitions on stockpiling and designated vehicle, trailer and equipment, and material storage areas; that the proposed parking and vehicle management plan adheres to the county's standards, ensuring efficient use of space while minimizing noise and safety concerns associated with vehicle operations; that there will be limitations on vehicle idling, maintenance activities and the handling of hazardous materials such as oil and to safeguard the environment and neighboring properties, security measures, including a well-designed lighting plan and visual screening through landscaping, further enhance the compatibility of the use with its surroundings; that by addressing these considerations through specific conditions, the proposed use aligns with the intent of the conditional use regulations; that the proposed Conditions from the applicant are as follows:

1. Hours of Operation will be 6:30 AM – 6:30 PM Monday through Friday and 8:00 AM – 3:00 PM on Saturdays and no Sunday hours.
2. No stockpiling of materials, except for the necessary operational needs for the driveway installation aspect of the business.
3. The storage area will be a stabilized surface, with all materials stored on-site in storage bins identified on the site plan.
4. Parking shall meet county requirements and on a stabilized surface and parked in a manner that facilitates stacking to prevent reversing and backup alarms.
5. No junked or inoperable or unregistered vehicles on site.
6. No vehicle idling for more than 15 minutes.
7. No maintenance of vehicles, trailers or equipment with the exception of limited repairs that can be conducted on-site. For example: battery replacement, tire changes, oil changes, air hose changes and minor trailer repairs for hitches.
8. No hazardous materials or fuel shall be stored on-site except for limited quantities for minor repairs and those that are stored will be disposed of properly.
9. A security lighting system will be installed and shall be shielded and downward screened so that it does not shine on neighboring properties.
10. A row of evergreens will be installed to provide visual screening between the site and the area where the residential home is proposed.
11. Any dumpsters associated with the use shall be screened from neighboring properties.
12. One lighted sign permitted.
13. The stormwater management system shall meet the requirements of the State and County.

The applicant has made significant investments in order to bring the property into compliance and wishes to work with all neighboring homeowners to coexist with each other.

Mr. Whitehouse stated for the record that the chronological order started with the our building permit for the pole building; that parcel 274 was subdivided on January 26, 2023, into Lot 1, Lot 2 and Lot 3; that prior to that subdivision there was a pole building that was originally part of parcel 274, which is the parent parcel; that a building permit was pulled on April 1, 2021, for an accessory pole building and the reference for that is building permit is 202103547 and this was given a certificate of occupancy on January 13, 2022; that the documents showed that it was applied for as an accessory structure to the dwelling that existed on the parcel and it was assessed and considered as an accessory structure; that the current parcel is now 274.01, 274.00 and 274.02 and that was recorded in the Recorder of Deeds on January 26, 2023: that the other question in relation to the chronological order is the only other date just to point out was this came through our Constable's Office and the applicant has been responsive and cooperated with our constables; that the date according to my records that it was first reported to our constables was the use commenced somewhere around July 27, 2023, and the county's first visit in response to a complaint was on August 1, 2023, and we did observe the business to be in operation, but as the applicant had indicated, they're going through a conditional use process which we are working with the applicant on that process.

Mr. Mears asked what equipment other than dump trucks will be on-site and if there will be a rock shaker?

Ms. Peet stated that there will be a wheel loader, a skid steer, a dirt roller and three trailers, but no rock shaker.

Ms. Wingate asked what materials will be associated with the driveway installation and will they be stored in containers?

Ms. Peet stated that the materials that will used are fill dirt, gravel and different types of stone all of which will be stored in five different bins.

Mr. Collins stated that the applicant has made many strides towards being a better neighbor, while still running a business and want to commend them for that, but the hours of operation should be looked at to be changed.

Ms. Peet stated that the issue with having later hours is that many of the companies that work with the applicant require the trucks to be on site at 7:00AM which means trucks need to depart from the property at 6:30AM; that she would need to discuss the possibility of changing those hours with her client if it was a amended set of conditions.

Mr. Collins stated that with the number of close neighbors that this site may be better for a business that is much less contentious and that this may not be the right location for the business.

Ms. Wingate asked if they could get clarification as to the timeline of the construction of the final phase of Peninsula Lakes.

Ms. Peet stated that the homes were built somewhere between 2022 and 2023, as the complaints came through during the fall of 2023, once the leaves fell between the properties.

Mr. Robertson asked if the trucks and traffic will all be using Herschel Davis Rd., which is a private easement and if so, do they have the right to use it for commercial purposes and who owns it?

Ms. Peet states that there was no easement agreement found when they ran a search, however an agreement will need to be established as there are several other uses off of it which will most likely need to develop some kind of agreement between all the beneficiaries of that road.

There was no one present who wanted to speak in favor of the applicant.

Chairman Wheatley asked for a show of hands from the Chambers of those who were in opposition to the application and that number was 117.

Mr. Bob Valihura, Esq., of Morton, Valihura & Zerbato, LLC, spoke on behalf of the Captains Grant Homeowners Association and a committee of homeowners from Peninsula Lakes, in opposition to the applicant that between both developments there are almost 550 homes and neither community support this application; that the biggest issue is that the applicant established a business in an area contrary to the existing zoning and without the proper approvals in an area where homes and residents already exist; that they've done nothing to fix that problem, but only fix the issues that were brought up by the violations from the State and County; that the business itself should not be located in this area and should be moved to another location; that the application was denied once before by the Commission and nothing has changed as of yet, in fact now the question is do they even have the right to utilize the easement leading to their property, because it is not listed on their application anywhere; that the applicant withdrew their previous application earlier in the year, but never stopped working from the site even though they had no active application; that the continued use of this property is adversely affecting the neighboring communities; that the current condition of the property does not promote health, safety and welfare for the area and mostly they have had the business in operation for three years now and they never followed with the zoning codes, so the homeowners are worried that what will change now.

Mr. Bob Verdugo, a resident of Peninsula Lakes, who represented over 700 Sussex County residents and residents in Peninsula Lakes that are all in opposition to this application; that the main concern is that this business is better fit for a Light Industrial District not an Agricultural Residential District or General Residential; that there's insufficient distance with regard to the noise and mitigation strategies between neighboring properties; that there is concern with wildlife preservation being negated and diminished as a result of the activity taking place on this property; that many of the residents did research prior to purchasing their homes and being it is a General Residential zoning there should be no light commercial business in their backyards; that based on photos taken a couple of months ago the business is operating with a skip loader, a bobcat, multiple trailers, seven dump trucks, a roller and a large container holding some type of liquid; that the concern is that the homes that border this property only have a small berm separating them now that the vegetation is dying off for the winter season and with that the amount of noise from the movement of materials is in abundance.

Mr. Charlie Carlton, a retired professional engineer spoke in opposition to the application that the Board of Directors was informed that the Applicant uses 20 two ton dump trucks and a four cubic yard skip loader; that the skip loader is used to fill the trucks with the material that they use for the driveway installation; that there's sand and rocks that have a density of about 1.35 tons per cubic yard; that each skip loader can handle about 5.4 tons, therefore you need 4 to 5 trips per skip loader to load one truck; that the skip loader has to go into their new 3 sided bin, back out, go over to the dump truck back up and keep doing that until they get the truck loaded; that is about a minimum of 8 to 10 backup alarms; that if they have 6 dump trucks and it's eight to 10 dumps per truck, its nearly 50

backup alarms; that each one of these skip loader alarms is over 100 decibels which is loud, but then there is the metal to metal from the skip loader hitting the dump truck; that this is a noisy operation and doesn't belong in a residential neighborhood.

Ms. Wingate asked if the trucks are coming in everyday and loading and unloading or are they going out and being filled at other locations.

Ms. Peet stated that not all of the trucks are being loaded and unloaded at the site every day as some employees go straight from their homes with trucks to off-site locations to load or unload; that under this new proposal, the amount of truck traffic has been diminished as to accommodate the surrounding properties and help address the noise issue.

Mrs. Dawn Russo, a resident of Peninsula Lakes, spoke in opposition to the application that the business's newly proposed site plan and mitigation strategies do not prevent the impact of a substantial amount of noise, dirt particulates, and engine pollution from negatively impacting multiple neighboring residential properties; that strong winds exist in our coastal area and they exacerbate the issue by blowing these materials onto Peninsula Lakes properties and into our homes.

Mrs. Dee Senkaku, a resident of Peninsula Lakes, spoke in opposition to the application that after purchasing her home several months ago she was stunned to hear the construction noises in her backyard from the applicant's business; that the backup alarms, slamming of dump trucks and the dumping of materials sounded as if there were construction sites surrounding her.

Mr. Michael Sherman, a licensed clinical social worker and organizational psychologist, and a resident of Peninsula Lakes, spoke in opposition to the application that trauma can affect people in different ways, such as being exposed to excessive noise and how that affects the mind, body, and spirit; that the commercial industry operating adjacent to an established residential neighborhood is absolutely and by professional opinion detrimental to the health and welfare of Sussex County residents; that for example, The State of Delaware established codified laws to protect our citizens, including Chapter Title 9, Chapter 68, section 6802, and I quote, "*For the purpose of promoting the health, safety, prosperity and general welfare of the county planning District*", also chapter 69, subchapter 11, section 6951, known as the quality of Life Act of 1988, and I quote again, "*the intent is to encourage the most appropriate use of land, water and resources consistent with the public interest. County government can preserve, promote and prove and improve the public health, safety, comfort and general welfare*"; that most residents of Peninsula Lakes moved there to enjoy retirement in peace and quiet harmony; that when environmental disturbances, such as excessive noise day in and day out, can cause or exacerbate existing psychological and physical health conditions; that after 90 days, the noise hasn't ceased, so we are still in the acute stress disorder phase because we have not had a pause in the exposure of the trauma on these residents.

Mr. Gary Weeks, a resident of Peninsula Lakes, spoke in opposition to the application that when he bought in to the subdivision it was not brought to the attention of residents that they would be living next to an industrial business and what is the County going to do to protect all of the people have moved into these subdivisions that the County has approved.

Mr. David Charles, a resident of Peninsula Lakes, spoke in opposition to the application that the applicants have indicated they will reduce the footprint of the area they intend to use, but that does not change the nature of their business; that in meeting with the Peninsula's Board of Directors, the applicant has indicated his wish to grow and expand his business by adding additional trucks; that if

approved, this would set a precedent and the applicants could then submit additional applications to expand their business as it grows, on acreage that they own or adjacent; that the residents of Peninsula Lakes have invested significantly in our properties and recognized that the undeveloped contingent properties could be built on in the future, but that the zoning was for undeveloped land is general residential, not commercial.

Mr. Mike Masciandaro, a resident of Oak Orchard, spoke in opposition to the application; that he asked how is it possible that the applicant can operate a business out of code and then play catch to bring everything into code while still being unapproved; that when building homes, there are codes that must be followed and work will be halted if not followed properly, but this business has been operating out of compliance and there is no stoppage; that the trucks coming in and out of the property is an all-day thing; that the roads are not equipped to handle fully loaded dump trucks and are there even DelDOT approvals for the roads.

Dr. Jeff Hilovsky, State Representative, District 4, spoke on behalf of the 1200 residents of Peninsula Lakes and Captains Grant, both of which are in his district, in opposition to the application that he has received emails from the residents that they feel they are not being heard and need the help of their government to let their views be known; that after speaking with the residents he can stand and say they are 100% in opposition to this conditional use and he supports them.

Mr. Tony Morgan, of Herschel Davis Rd., spoke in opposition to the application that he owns the three-acre parcel that's on Herschel Davis Rd; that Herschel Davis Rd. is actually not in the right place, it's half on Captain's Grant, and half on my property, so it ends up coming out to be a one lane road out onto Oak Orchard Rd.; that the road is not meant for large trucks as its currently only one lane and in order to correct the width of the road I will need to take part of my land in order to make two lanes; that having eight dump trucks ride down the dirt road with the dust, is going to adversely affect my four properties that I'm going to build; that it makes it difficult because I'm putting all this money out to sell a piece of property after I build a house they're going to have dump trucks riding on the dirt road; that I have to maintain that road and I'm in legal issues with people; that there's three lots and people here use my route, but they want me to put two lanes in and the two lanes is going to be off of my property; that nobody wants to help maintain the road so I have to go after them; that I need some assistance with that and I haven't even got that far yet.

Mr. Scott Bechtel, of Hartford Court in Captains Grant, spoke on behalf of the HOA in Captains Grant in opposition to the application that the HOA received a unanimous vote to send a letter of opposition for the Conditional Use; that he owns the property closest to the applicant and the truck traffic cannot be handled on Oak Orchard Rd.

Mr. Bob Valihura spoke on behalf of the Reynolds family that he represents them and they are under contract to sell their 65 acres of land and that contract has been deferred because of the decision that has to be made here; that they have indicated that this is causing them a significant amount of income loss due to the fact that a high end residential builder is not moving forward with their plan.

Upon there being no further questions Chairman Wheatley closed the public hearing.

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

In relation to C/U 2543 Toney Floyd & Charleta Speaks-Floyd. Motion by Mr. Mears to defer action for further consideration, seconded by Ms. Wingate and carried unanimously. Motion carried 5-0.

Minutes of the November 13, 2024, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since October 23, 2024.

Mr. Mears requested that Mr. Robertson read the motion on his behalf.

Mr. Mears moved the Commission to recommend a DENIAL of C/U 2543 TONEY & CHARLETTA FLOYD for the business of storing and hauling dirt and gravel along with the storage of work equipment and trucks based upon the record made during the public hearing and for the following reasons:

1. This is the second application for the same site, with the same applicant, based on the same sort of primary use. Conditional Use # 2436 had a public hearing earlier this year, with a recommendation for denial from the Planning & Zoning Commission based on 10 different reasons. Before the application was heard by County Council, the applicant withdrew the application to allow time to clean up the site and come forward with a more specific application for more limited uses on the site. Unfortunately, many of the concerns that existed at the first hearing remain in existence today, and for that reason it is recommended that County Council deny this application.
2. The Planning and Zoning Commission remains highly supportive of small businesses that are appropriately located. This is a new business that will create noise, odor, and dust. It was recently started in an area near other residential properties without the proper permits. This is neither the appropriate location, nor the appropriate circumstances, to grant the requested conditional use. While the Applicant stated that there are other conditional uses in the region, none are as intensive as this use, and they all are more appropriately located than this use.
3. This application is for a dirt storage and hauling business that uses heavy dump trucks and similar equipment on a 2.31-acre property in an area that includes undeveloped land and residential development, but no other nearby industrial businesses like this one. This is not an appropriate location for the Applicant's intensive use, with heavy equipment, large truck traffic, and the noise and other impacts of the use.
4. There was conflicting testimony about the roadway used for trucks and other vehicles associated with the proposed use, and the Applicant has the burden of showing that it has adequate legal access to the site as part of its presentation. It is unclear what private road is being used and photographic evidence and testimony is conflicting on this point. There is nothing in the record to show that the Applicant has the legal right to use either roadway for heavy trucking activities. While the Applicant may be able to clear this up during the hearing before County Council, this application should receive a recommendation for denial based upon this uncertainty about such an important aspect of the use.
5. There was substantial opposition to the Application from a large group of neighboring property owners with evidence showing and describing the current condition of the Property even after it was cleaned up following the prior hearing. There was photographic evidence and testimony that the noise associated with the use and environmental impacts from the use are significant. The impact of the proposed use is significant both visually and audibly. This is based upon information presented about the activity currently occurring on the site and it

is not speculation. Despite what was shown in the Applicant's exhibits, trees have also been clear-cut in the area between the proposed use and the neighboring properties eliminating the natural screening that previously existed.

6. There is evidence in the record that the existing activity on the property and the proposed use and the materials, equipment and vehicles associated with it, adversely affects the neighboring and adjacent properties.
7. The proposed conditional use does not promote the health, safety, and welfare of Sussex County and its residents.
8. The proposed use in this location does not satisfy the purpose of a conditional use under the Sussex County Zoning Code because it is not well-adjusted to its environment with full protection of the neighboring properties, and because the proposed use is not desirable in this location for the general convenience and welfare of Sussex County residents and businesses.
9. For all of these reasons, I move that the Commission recommend a denial of this Conditional Use. As the Commission stated previously, there is a need for the type of business performed by the Applicant in Sussex County. But it must occur at an appropriate location. For this reason, County Staff should again be directed to cooperate with the Applicants if they find a different, more suitable location for their business. If another, more suitable location is found by the Applicants, then any necessary applications should receive expedited scheduling.

Motion by Mr. Mears, seconded by Ms. Wingate and carried unanimously to recommend DENIAL of C/U 2543 Toney Floyd & Charletta Speakd-Floyd for the reasons and the conditions stated in the motion. Motion carried 5 -0.

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

PLANNING & ZONING COMMISSION

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



Sussex County

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JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: October 23, 2024

County Council Public Hearing Date: December 10, 2024

Application: C/U 2543 Toney & Charletta Floyd

Applicant: Toney & Charletta Floyd
32404 Hersel Davis Road
Millsboro DE 19966

Owner: Toney & Charletta Floyd
32404 Hersel Davis Road
Millsboro DE 19966

Site Location: Lying on the northeast side of Hersel Davis Road approximately (0.4) miles northeast of Oak Orchard Road (Route 5).

Current Zoning: General Residential (GR) Zoning District

Proposed Use: A business for storing & hauling of dirt and gravel and the storage of work equipment and six (6) trucks.

Comprehensive Land Use Plan Reference: Coastal Area

Councilmanic District: Mr. Hudson

School District: Indian River School District

Fire District: Indian River Fire Department

Sewer: N/A

Water: N/A

Site Area: 2.31 acres +/-

Tax Map ID: 234-29.00-274.02



PLANNING & ZONING COMMISSION

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PLANNING & ZONING DIRECTOR

Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Christin Scott, Planner II
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: October 15, 2024
RE: Staff Analysis for C/U 2543 Toney & Charletta Floyd

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application C/U 2543 Toney & Charletta Floyd to be reviewed during the October 23rd, 2024, 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: 234-29.00-274.02

Proposal: The request is for a Conditional Use for Tax Parcel 234-29.00-274.02 to allow for a commercial hauling, goods and materials delivery services, and driveway installation company together with storage of vehicles, equipment, and materials on a parcel lying on the northeast side of Hersel Davis Road approximately (0.4) miles northeast of Old Orchard Road (Route 5). The parcel is comprised of 2.31 acres +/-.

Zoning: The Parcel is zoned General Residential (GR) District. The adjacent parcels to the east of the subject property are zoned Medium Density Residential (MR) District and parcels to the north, west, and south are zoned General Residential (GR) 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 is designated as a Growth Area and has a land use designation of "Coastal Area." The properties surrounding the subject Parcel are also categorized as "Coastal Area."

As outlined in the 2018 Sussex County Comprehensive Plan, Coastal Areas are growth areas that the County encourages only the appropriate forms of concentrated new development, especially when environmental features are in play (2018 Sussex County Comprehensive Plan, 4-9). The



Coastal Area designation is intended to recognize the characteristics of both anticipated growth and ecologically important and sensitive characteristics (2018 Sussex County Comprehensive Plan, 4-15).

Further Site Considerations:

- **Density: N/A**
- **Open Space Provisions: N/A**
- **Agricultural Areas:** The site is within the vicinity of active agricultural lands.
- **Interconnectivity: N/A**
- **Transportation Improvement District (TID):** The parcels are not within the Henlopen Transportation Improvement District.
- **Forested Areas: N/A**
- **Wetlands Buffers/Waterways:** The site appears to contain a small area of wetlands along the eastern boundary shared with the Peninsula Lakes Subdivision (TM# 234-29.00-1837.00).
- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** The property is located within Flood Zones A along the eastern boundary of the Parcel along the shared boundary Peninsula Lakes Subdivision (TM# 234-29.00-1837.00). The Parcel is in an area of “Poor” Groundwater Recharge Potential.

Based on the analysis of the land use, surrounding zoning and uses, a Conditional Use Application to allow for a commercial hauling, goods and materials delivery services, and driveway installation company together with storage of vehicles, equipment, and materials, subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

Existing Conditional Uses within the Vicinity of the Subject Site: 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 Conditional Use Applications that are less than 1 mile distance from the subject site.

Conditional Use Applications

(Within a 1-mile radius of the subject site)

Application CU Number	Application Name	Zoning District	Proposed Use	CC Decision	CC Decision Date	Ordinance Number
2257	Indian River Volunteer Fire Co. Inc.	GR	Boat Storage & Overflow Parking	Approved	9/14/2021	2799
1305	Short's Marine, Inc.	AR-1	Boat Storage	Approved	10/12/1999	1343
677	Lawrence Mergenthaler	GR	Manufactured Home Park	Approved	4/27/1982	N/A
1417	Boys & Girls Club of Delaware, Inc.	AR-1	Recreation Facility for Children	Approved	10/16/2001	1494
615	Lawrence E. Mergenthaler	GR	Manufactured Home Park	Denied	N/A	N/A
858	John T. Satterfield & Pauline	AR-1	Public Water Utility	Approved	9/30/1986	380
2005	Indian River Vol. Fire Co., Inc.	GR	Boat Storage Facility	Approved	3/10/2015	2387
1458	Indian River Vol. Fire Co., Inc.	GR	Expand Fire Station	Approved	7/16/2002	1551
395	John Satterfield	GR	Boat Display, Sales & Services	Approved	2/1/1977	N/A
284	John Satterfield	GR	Water System	Approved	7/29/1975	N/A
537	Tunnell Properties	AR-1	Borrow Pit	Approved	7/3/1979	N/A
83	Manufactured Homes Inc	AR-1	Manufactured Home Park	Denied	11/21/1972	N/A

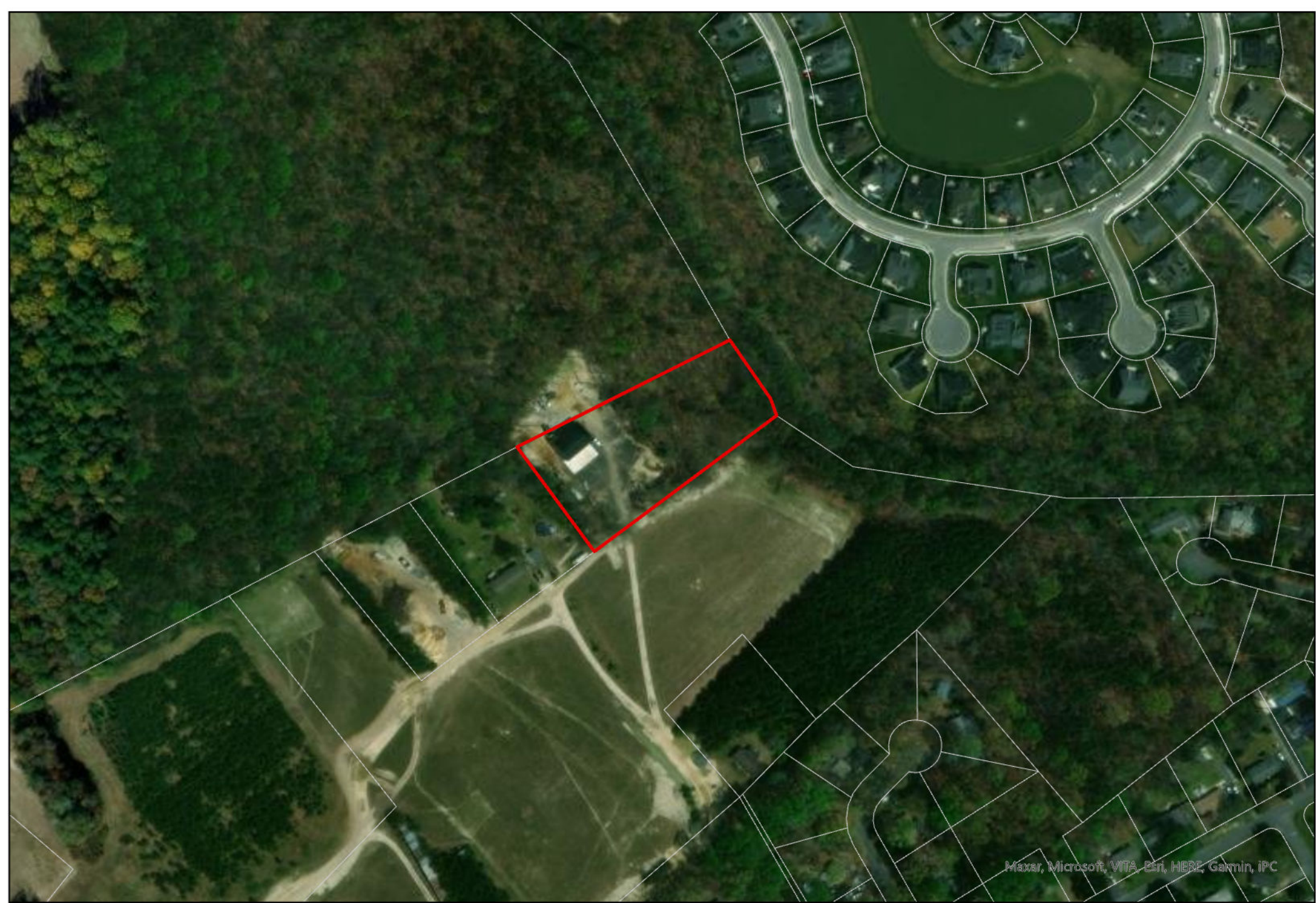
1761	Sharp Energy, Inc.	MR	Propane Storage Facility	Approved	10/2/2007	1937
636	Lawrence E. Mergenthaler	GR	Manufactured Home Park	Withdrawn	N/A	N/A
1035	Robert L. & Melissa S. Richardson	B-1	Flea Market W/Outdoor Sales	Withdrawn	N/A	N/A
1583	Tidewater Utilities, Inc.	MR	Elevated Water Tank with Logo	Approved	2/1/2005	1751
1575	American Legion Post 28	AR-1	Carnival & Circus Events	Approved	1/4/2005	1741
2148	Sussex Farms, LLC c/o Samuel Connors	AR-1	Ministorage With Caretaker Residence & Office	Approved	11/13/2018	2615
2045	Robert & Deborah Reed REMAX	B-1	142 Townhouses (Riverview Plaza)	Approved	5/3/2016	2447
1172	Charles G. & Patricia A. Wagner	AR-1	Retail Sales & Professional Offices	Approved	12/10/1996	1118
275	John Satterfield	GR	Water System	Withdrawn	N/A	N/A
790	Charles Koch T/A Penguina Ice Co.	AR-1	Ice Plant	Approved	5/1/1984	N/A



CU 2436 - Toney & Charletta Floyd Zoning Map


CU 2436 TMA#234-29.00-274.02
CU 2436 - CUs Within 1-Mile
 1-Mile


0 0.25 0.5 1 Miles



Maxar, Microsoft, VITA, Esri, HERE, Garmin, IPC

CU 2436 - Toney & Charletta Floyd
Aerial Map

 CU 2436
TM#234-29.00-274.02


 Feet
0 250 500 1,000

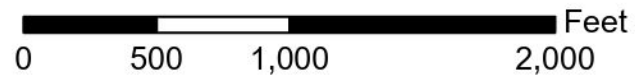




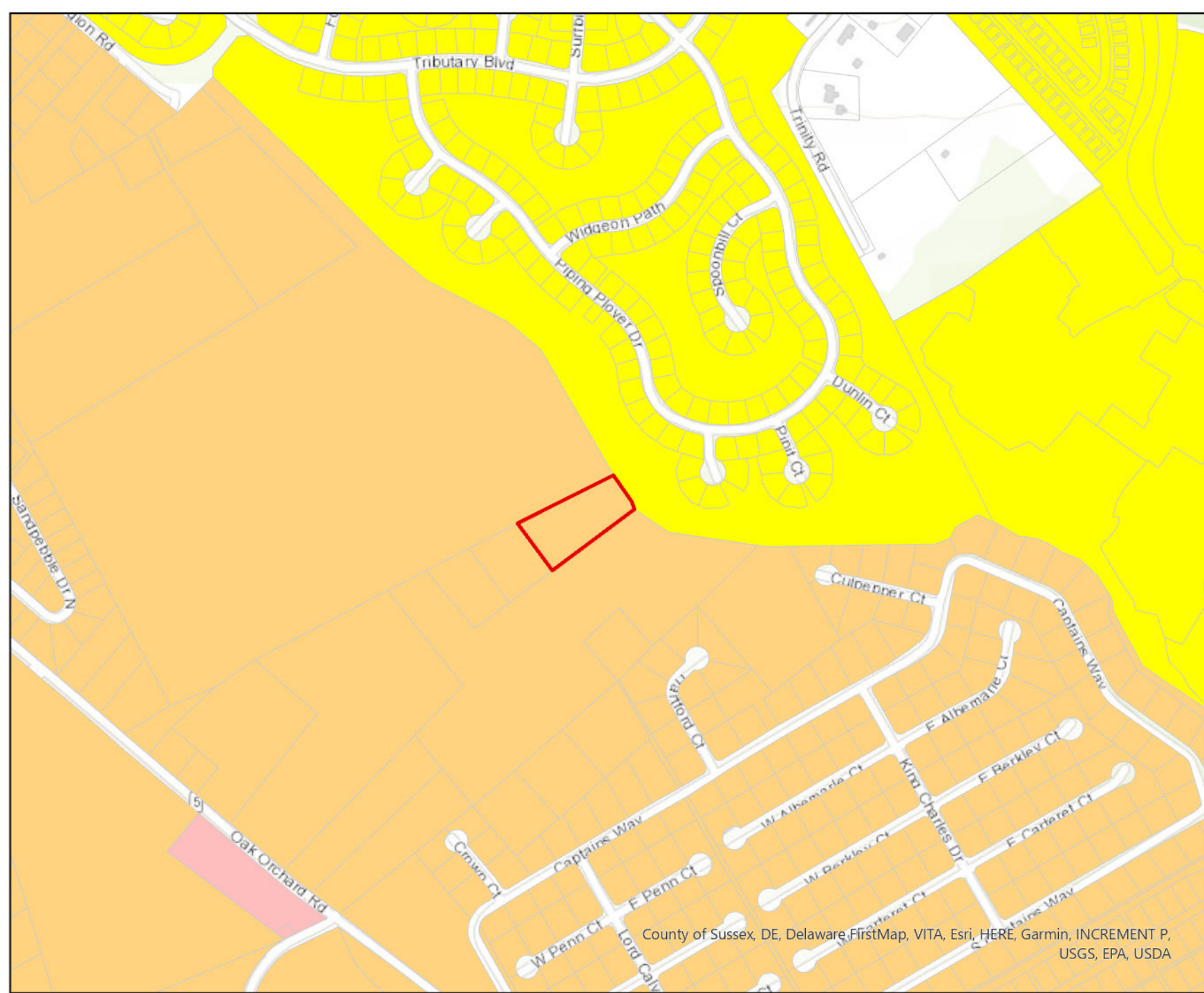
VITA, Delaware FirstMap, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

CU 2436 - Toney & Charletta Floyd
Streets Map

 CU 2436
TM#234-29.00-274.02




- ### Zoning
-  Agricultural Residential - AR-1
 -  Agricultural Residential - AR-2
 -  Medium Residential - MR
 -  General Residential - GR
 -  High Density Residential - HR-1
 -  High Density Residential - HR-2
 -  Vacation, Retire, Resident - VRP
 -  Neighborhood Business - B-1
 -  Neighborhood Business - B-2
 -  Business Research - B-3
 -  General Commercial - C-1
 -  General Commercial - C-2
 -  General Commercial - C-3
 -  General Commercial - C-4
 -  General Commercial - C-5
 -  Commercial Residential - CR-1
 -  Institutional - I-1
 -  Marine - M
 -  Limited Industrial - LI-1
 -  Light Industrial - LI-2
 -  Heavy Industrial - HI-1



County of Sussex, DE, Delaware FirstMap, VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

CU 2436 - Toney & Charletta Floyd
Zoning Map

 CU 2436
TM#234-29.00-274.02



Introduced: 10/1/24

**Council District 4: Mr. Hudson
Tax I.D. No.: 234-29.00-274.02
911 Address 32404 Hersel Davis Road, Millsboro**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR A COMMERCIAL HAULING, GOODS AND MATERIALS DELIVERY SERVICES, AND DRIVEWAY INSTALLATION BUSINESS TOGETHER WITH STORAGE OF VEHICLES, EQUIPMENT, AND MATERIALS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 2.31 ACRES MORE OR LESS

WHEREAS, on the 31ST day of July 2024, a conditional use application, denominated Conditional Use No. 2543 was filed on behalf of Toney Floyd & Charletta Speaks-Floyd; and

WHEREAS, on the ____ day of _____ 2024, 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. 2543 be _____; and

WHEREAS, on the ____ day of _____ 2024, 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 VI, Subsection 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2543 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcels of land lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying on the northeast side of Hersel Davis Road approximately 0.42-mile northeast of Oak Orchard Road (Rt. 5) and being more particularly described in the attached legal description prepared by Moore & Rutt, P.A. said parcels containing 2.31 ac., more or less.

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