COUNTY COUNCIL

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

Sussex County
DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

November 17, 2026

10:00 AM

Call to Order

Approval of Agenda

Approval of Minutes - October 27, 2026

Draft Minutes 10 27 26

Reading of Correspondence

Public Comments

Consent Agenda

1. **Use of Existing Wastewater Infrastructure Agreement, IUA 1294 Millrose, Millville Area**
   Consent Agenda IUA 1294 Millrose, Millville Area

Todd Lawson, County Administrator

1. **2027 Council Meeting Schedule and Holiday Schedule**
2. **Administrator's Report**

EQUAL HOUSING OPPORTUNITY

Gina Jennings, Director of Finance

1. **Discussion and Possible Introduction of an Ordinance entitled "AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 45, "ARCHITECTURAL ACCESSIBILITY," § 45-7, "BUILDING PERMIT REQUIREMENT," CHAPTER52, "BUILDING CONSTRUCTION," ARTICLE I, "STANDARDS AND REGULATIONS," § 52-7, "ENFORCEMENT OFFICIALS," CHAPTER 62, "FEES," ARTICLE III, "BUILDING FEES," § 62-8, "FILING OF APPLICATION; INSPECTION FEE" AND § 62-9, "NOTICE OF VIOLATION" AND CHAPTER 99, "SUBDIVISION OF LAND," ARTICLE II, "PLAN SUBMISSION PROCEDURE," § 99-8C., "SUBMISSION OF PRELIMINARY PLAT," BY REMOVING CERTAIN AUTHORITY FROM THE ASSESSMENT DIVISION AND DIRECTOR OF ASSESSMENT AND GRANTING SUCH AUTHORITY TO SUSSEX COUNTY, THE PLANNING AND ZONING DEPARTMENT OR DIRECTOR AND THE FINANCE DEPARTMENT, AS THE CASE MAY BE, AND REMOVING THE REQUIREMENT IN § 99-8C. THAT PROPERTY OWNERS WILL BE DETERMINED BY THE COUNTY ASSESSMENT OFFICE PROPERTY MAPS"**
   Ord Assessment Director

Karen Brewington, Director of Human Resources

1. **Fourth Quarter Employee Recognition Awards**

Andrew Harton, Director of Economic Development

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

   A. Builders Supply of Delmarva, Inc.
   Builders Supply of Delmarva, Inc. Lease Assignment

Mike Harmer, County Engineer

1. **Public Safety Complex Water Source Heat Pump Replacements, Project G27-01**

   A. Recommendation to Award
   Public Safety Complex WSHP Replacement- Recommendation to Award

Mark Parker, Assistant County Engineer

1. **Coastal Business Park, Water Storage Tank Modifications – Project A26-09**

   A. Change Order No. 1
   Coastal Business Park Water Tank Storage CO1

Old Business

1. **Change of Zone No. 2061 filed on behalf of Sandie, LLC**

   "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR C/Z 673 (ORDINANCE NO. 294) IN RELATION TO THE ADDITION AND USE OF RECREATIONAL AMENITIES FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.29 ACRES, MORE OR LESS" (property is lying on the south side of Plantations Boulevard, approximately 0.46 mile north of Cedar Grove Road [S.C.R. 283] and 0.14 mile west of Plantation Road [Route 1D & S.C.R. 275]) (911 Addresses: 18462, 18464 & 18466 Plantation Boulevard, Lewes) (Tax Map Parcel: 334-6.00-553.02) TO ANNOUNCE THE CLOSURE OF THE RECORD

   CZ2061

2. **Conditional Use No. 2616 filed on behalf of TPE DE SU519, LLC**

   "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SOLAR ARRAYS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 31.3 ACRES, MORE OR LESS" (parcel is lying on the west side of North Old State Road [S.C.R. 213] and the south side of Haflinger Road [S.C.R. 625], approximately 0.25 mile east of DuPont Boulevard [Rt. 113]) (911 Address: 9074 North Old State Road & 18126 Haflinger Road, Lincoln) (Tax Map Parcel: 230-12.00-22.00)

   CU2616

Grant Requests

1. **The Community Foundation of the Kiwanis Club of Coastal Delaware for their Kids Clothing & School Supply Drive**

   The Community Foundation of the Kiwanis Club of Coastal Delaware

2. **West Side New Beginnings, Inc. for their "Go for the Gold" program**

   West Side New Beginnings, Inc.

3. **Autism Delaware for their Snowflake Soiree event**

   Autism Delaware

Introduction of Proposed Zoning Ordinances

Ord Intros CZ2040 CZ2044

Council Members' Comments

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

Possible action on Executive Session Items

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on November 10, 2026 at 4:15 p.m. and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

The meeting will be streamed live at https://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.

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

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, OCTOBER 27, 2026

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 27, 2026, at 10:00 a.m., in Council Chambers, with the following present:

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

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

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

M 485 26 Approve Agenda **A Motion was made by Mr. McCarron, seconded by Mr. Rieley, to approve the Agenda, as presented.**

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

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

Minutes **The minutes from October 20, 2026, were approved by consensus.**

Corre-spondence **There was no correspondence.**

Public Comments **Public comments were heard.**

Ms. Adele Jones spoke about overdevelopment in Sussex County.

Mr. Todd Abrams spoke about issues that he is experiencing in the Maritima subdivision.

Mr. Michael Suit presented Mrs. Jennings with a plaque for appreciation for her work with the Sussex County Volunteer Firefighter's Association.

Ms. Lisa Rice spoke about SB23 and HB450.

Presentation **A presentation was given by James Adkins, Director, Carvel Research and Education Center providing Council an update on their programming.**

Comp Land **Representatives from McCormick Taylor provided an update on the**

Use Plan Update — **Comprehensive Land Use Plan. The phases of the plan were discussed further as well as the timeline. A discussion was held about the population numbers that are used to put the plan together.**

SB23 & HB450 — **Mr. Lawson and Mr. Robertson led a discussion related to the implementation of Senate Bill 23 & House Bill 450. The procedure requirements and objective standards that are required in SB23 were outlined.**

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

1. <u>Holiday and County Council Meeting Schedule</u>

County offices will be closed on Tuesday, November 3rd, for Election Day, and Thursday, November 5th, for Return Day.

The Sussex County Council will not meet on November 3rd. The next regularly scheduled Council meeting will be held on November 10th.

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

Wolfe Neck CO No. 4 — **Mike Harmer, County Engineer, presented change order no. 4 for Wolfe Neck RWF upgrade and expansion for Council's consideration.**

M 486 26 Approve CO No. 4/Wolfe Neck CO No. 4 — **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, be it moved that based upon the recommendation of the Sussex County Engineering Department, that change order no. 4 for contract S24-09, Wolfe Neck Regional WWF electrical service & switchgear replacement – electrical construction be approved in the amount of $24,910.74.**

Motion Adopted: 4 Yeas, 1 Absent

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

Admin Bldg Renovations — **Mike Harmer, County Engineer, presented additional services proposal for Administration Building renovations for Council's consideration.**

M 487 26 Approve Admin Bldg Renovations Additional Services — **A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum, be it moved that based upon the recommendation of the Sussex County Engineering Department, that County Council approve the DEDC, LLC, building systems modifications and renovations additional services proposal, in the amount of $43,300.00 for various renovations within the Administration building.**

Motion Adopted: 4 Yeas, 1 Absent

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

IB CO No IB-014 & IB-05

Mike Harmer, County Engineer, presented change order no. IB-014 and IB-005 for SCWRF treatment process upgrade no. 3 for Inland Bays Extension for Council's consideration.

M 488 26 Approve CO No IB-014 IB Extension

A Motion was made by Ms. Gruenebaum, seconded by Mr. McCarron, be it moved that based upon the recommendation of the Sussex County Engineering Department, that M.F. Rona's change order no. IB-014 for the Inland Bays phase 2 expansion project, be approved, in the amount of $2,811,800.00.

Motion Adopted: 4 Yeas, 1 Absent

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

M 489 26 Approve CO No IB-005 IB Extension

A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum, be it moved that based upon the recommendation of the Sussex County Engineering Department, that BW Electric, Inc.'s change order no. IB-005 for the Inland Bays phase 2 project, be approved in the amount of $1,350,420.79.

Motion Adopted: 4 Yeas, 1 Absent

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

Sugar Maple Farms Closeout

Mark Parker, Assistant County Engineer, presented a project closeout for Sugar Maple Farms Road improvements for Council's consideration.

M 490 26 Approve Sugar Maple Farms Closeout

A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, be it moved that based upon the recommendation of the Sussex County Engineering Department, that contract T25-40, Sugar Maple Farm Road Improvements, be accepted for closeout with substantial completion be granted on December 24, 2025, and as part of project closeout change order no. 1 be approved resulting in a net decrease in contract price of $17,474.99.

Motion Adopted: 4 Yeas, 1 Absent

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

Mr. Hudson, Yea

Proposed Ordinance/ Joy Beach Phase 2

Paul Mauser, Assistant County Engineer presented a Proposed Ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO $4,892,000 OF A GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH THE JOY BEACH PHASE 2 SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH".

Mr. Mauser provided an overview of the project.

Proposed Ordinance Introduction

Mr. Rieley introduced an Ordinance entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO $4,892,000 OF A GENERAL OBLIGATION BOND OF SUSSEX COUNTY IN CONNECTION WITH THE JOY BEACH PHASE 2 SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH".

SC Pole Bldg CO No 1

Paul Mauser, Assistant County Engineer, presented change order no. 1 for Sussex County Pole Buildings for Council's consideration.

M 491 26 Approve CO No 1/SC Pole Buildings

A Motion was made by Mr. Rieley, seconded by Mr. McCarron, be it moved that based upon the recommendation of the Sussex County Engineering Department, that change order no. 1 for contact G25-08, Sussex County pole buildings, be approved, increasing the contract by $40,398.00.

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

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

Slaughter Beach Amend No. 4

Paul Mauser, Assistant County Engineer, presented amendment no. 4 for Slaughter Beach sewer extension construction administration and inspection for Council's consideration.

M 492 26 Approve Slaughter Beach Amend No. 4

A Motion was made by Mr. McCarron, seconded by Mr. Rieley, be it moved that based upon the recommendation of the Sussex County Engineering Department, that amendment no. 4 to the 2024 miscellaneous engineering base agreement with Davis, Bowen & Friedel, Inc., be approved in the amount not to exceed $926,010.00 for construction administration and inspection services associated with the Slaughter Beach sewer expansion and North Ellendale diversion projects.

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

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

Mr. Hudson, Yea

Grant Request — **Mrs. Jennings presented a grant request for Council's consideration.**

M 493 26 Town of Georgetown — **A Motion was made by Mr. Rieley, seconded by Mr. Hudson to give $3,000 ($1,500 from Mr. Rieley's Councilmanic Grant Account and $ 1,500 from Mr. Hudson's Councilmanic Grant Account) to the Town of Georgetown for their Mayor's reception on Return Day.**

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

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

Ord Intro — **There were no Proposed Ordinance for Introduction.**

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

M 494 26 Go Into Executive Session — **At 12:26 p.m., a Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum to go into Executive Session for the purpose of discussing matters related to land acquisition.**

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

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

Executive Session — **At 12:33 p.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room to discuss matters relating to land acquisition. The Executive Session ended at 1:21 p.m.**

M 495 26 Reconvene — **A Motion was made by Mr. Rieley, seconded by Mr. McCarron to reconvene.**

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

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

E/S Action — **There were no matters related to Executive Session matters.**

Public Hearing/ Briarstone Annexation — **A Public Hearing was held for the Briarstone Annexation into the Sussex County Unified Sanitary Sewer District, Western Sussex (Greenwood Area).**

Into SCUSSD

John Ashman, Director of Utility Planning & Design Review, presented the annexation request. Mr. Ashman reported that the Engineering Department received a request from Pennoni Associates on behalf of their client, Greenwood Developers LLC. The project submitted a letter of no objection from the Town of Greenwood for the parcel to be annexed. The project will be responsible for system connection charges based on the rate at the time of connection. To date, there has been no correspondence received in support or opposition to this annexation.

There were no public comments.

The Public Hearing and public record were closed.

M 496 26 Adopt Resolution No. R 011 26/ Briarstone Annexation into SCUSSD

A Motion was made by Mr. McCarron, seconded by Mr. Rieley to Adopt Resolution No. R 011 26 entitled "A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) TO INCLUDE ONE PARCEL 530-10.00-45.00 ON THE EAST SIDE OF SUSSEX HIGHWAY. THE PARCEL IS LOCATED IN THE NORTHWEST FORK HUNDRED, SUSSEX COUNTY, DELAWARE, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE".

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

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

Rules

Mr. Moore read the rules of procedure for zoning matters.

Public Hearing/ CU2616

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 SOLAR ARRAYS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 31.3 ACRES, MORE OR LESS" (parcel is lying on the west side of North Old State Road [S.C.R. 213] and the south side of Haflinger Road [S.C.R. 625], approximately 0.25 mile east of DuPont Boulevard [Rt. 113]) (911 Address: 9074 North Old State Road & 18126 Haflinger Road, Lincoln) (Tax Map Parcel: 230-12.00-22.00) filed on behalf of TPE DE SU519, LLC.

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

The Planning & Zoning Commission held a Public Hearing on the application on October 14, 2026. On October 14, 2026, the Commission deferred action on the application for further consideration. Once a recommendation is received, it will be forwarded to the County Council for consideration.

Public Hearing/ CU2616 (continued)

The Council found that Mr. Michael Riemann, Principal and Civil Engineer with Becker Morgan Group, Inc. spoke on behalf of the Applicant, TPE DE SU519, LLC; that also present were Mr. Abe Bennett, Project Developer with Turning Point Energy, and Mr. Edward (Ted) Hastings, PMP with Becker Morgan Group, Inc. Mr. Riemann requested to submit into the record, additional information regarding Turning Point Energy, the benefits of solar, and a Glare Study, rather than regurgitate information the Council had heard numerous times.

Mr. Riemann stated that the site was located near Lincoln along Haflinger Road and North Old State Road; that the property consisted of approximately 31 acres; that the current zoning was Agricultural Residential (AR-1); that the existing use was for agriculture and residential; that the proposed use was for a community solar facility; that the total fenced area was approximately 20 acres; that access was located from Haflinger Road; that the inverters were centrally located, as required by Code; that based on feedback and discussion with property owners, an inverter was shifted to the west; that the access was provided by an approximately 20 foot wide graveled road; that all the facilities that currently existed on the site would be removed from the parcel; that they proposed a 30 foot wide landscape buffer around the entire perimeter of the property, which would be consistent with the Code and past imposed conditions; that there was not a 30 foot wide landscape buffer proposed for the location of the access road; that they proposed 70% evergreen trees and 30% deciduous, which was reversed from the landscape ratio requested in the past; that they felt their proposed landscape mixture would provide a more effective screening approach as compared to some past applications; that the fence around the property would have mesh on it; that they have requested a five year time frame requirement on the mesh, so that once the trees had matured, the mesh could be removed; that a previously imposed condition, which they had previously agreed to, was that the trees would have to be above the fence; that within five years, the trees should be taller than the fence; that they had proposed enhanced landscaping along one portion of the property, which would include all of the same landscaping, but would add an additional 15 large shrubs per 100 linear feet, as a result of feedback provided by one adjacent neighbor; that the proposed fence would be a knot wire fence, which was designed in a way to allow small animals to continue to migrate across the property; that they chose a mesh with a slight opening; that the mesh would still visibly block, but will allow more wind to flow through it; that they changed up the tie design to a metal tie system versus the previous plastic tie system; that the ground cover would include a pollinator mix, which had become very standard with solar projects; that the landscaping would be installed at approximately six feet in height, which was a typical installation height; that the landscape would continue to grow over time; that the goal was to ultimately screen the arrays; that they had performed a Sound Analysis, which indicated that the project would produce no more than 40 decibels at the property line; that

Public Hearing/ CU2616 (continued)

40 decibels was equivalent to a running refrigerator; that the inverters run during the day, and would not run at night; that at the quietest part of the day, there would be no noise; that the facility would benefit local residential, business and municipal subscribers with lower power costs; that there would be no traffic increase; that there would one to two maintenance vehicles visiting the site per month; that the project would provide a renewable energy source, which would not create odor, dust, gas, smoke or fumes; that the project would create little to no noise from power inverters, being 40 decibels at the nearest property line; that there would be reduced stormwater runoff; that the pollinator mix would create a reduction in runoff from the agricultural operation currently existing on the site, with row crops; that the project would provide a 30 foot wide landscape buffer around the perimeter of the site; that perimeter fencing would be provided to secure the property in accordance with the Electrical Code; that there would be a decommissioning performed at the end of the project's life cycle; that there would be a Decommissioning Bond put in place to ensure for decommissioning of the project; that there was a community outreach meeting held on May 18, 2026; that currently, the Interconnection Study had been completed for the project; that the Interconnection Study notifies the Applicant of any upgrades in the electrical grid that may be required for the facility to connect; that requirements could look like poles being replaced or improved or improving gauge wiring; that when solar facilities come online, they essentially upgrade and harden the transmission grid, which is valuable; that they are currently proceeding through the process, and had paid 50% of the required interconnection cost, which was paid on June 8, 2026; that they are moving quickly through the process; that the facility is a public utility use under the Sussex County Zoning Code, meeting the purpose of a Conditional Use, as the project is of a public or semi-public character, being essential and desirable for the general convenience and welfare of County residents; that the proposed facility promoted Goal 7.9 of the Sussex County Comprehensive Plan, which encourages the use of renewable energy options, such as solar arrays; that the proposed use would not have any adverse impact on the neighboring and adjacent properties; that the project provided adequate landscape buffering and perimeter fencing, while adding additional landscape in certain areas, beyond what was required; that the facility would not result in any noticeable increase in traffic on adjacent and neighboring roadways; that there would not be any regular employees at the site, only periodic visitors for inspections and maintenance; that no significant noise, dust or odor would be produced; that the project was compliant with Ordinance No. 2920, regarding solar facilities relating to all applicable buffers and setbacks, and the Interconnection Study had been completed, and the status was significantly de-risked.

There were no public comments.

The Public Hearing was closed, and public record was left open to receive

the recommendation of the Planning & Zoning Commission.

M 497 26 Defer Action/ CU2616

A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum 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 SOLAR ARRAYS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 31.3 ACRES, MORE OR LESS".

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

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

Mr. McCarron excused himself to attend a meeting with the Milford School District with the Governor's staff regarding a path forward for a recent fire that occurred at an elementary school.

Public Hearing/ CZ2061

A Public Hearing was held on a Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR C/Z 673 (ORDINANCE NO. 294) IN RELATION TO THE ADDITION AND USE OF RECREATIONAL AMENITIES FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.29 ACRES, MORE OR LESS" (property is lying on the south side of Plantations Boulevard, approximately 0.46 mile north of Cedar Grove Road [S.C.R. 283] and 0.14 mile west of Plantation Road [Route 1D & S.C.R. 275]) (911 Addresses: 18462, 18464 & 18466 Plantation Boulevard, Lewes) (Tax Map Parcel: 334-6.00-553.02) filed on behalf of Sandie, LLC.

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

The Planning & Zoning Commission held a Public Hearing on the application on July 22, 2026. On August 19, 2026, the Commission recommended approval of the application for the 15 reasons and subject to the 20 recommended conditions of approval as outlined.

The Council found that Ms. Mackenzie Sindelar, Esq. with Fox Rothschild spoke on behalf of the Applicant, Sandie, LLC; that also present were Mr. Dave Marshall, member of Sandie, LLC and the owner and operator of Dave Marshall Tennis and Pickleball, Mr. Carlton Savage Civil Engineer with Scaled Engineering, Inc., Mr. Dennis James (D.J.) Hughes, II, P.E.,

Public Hearing/ CZ2061 (continued)

Traffic Engineer with For Sure Hughes LLC; and Ms. Kim Hoey Stevenson, Public Relations Professional with Hoey Communications Group; that other members of the team who were not present for the hearing included, Mr. Jeffrey Wolf, Architect with Jeffrey Wolf Architecture, and Ms. Amy Reese, Landscape Architect with Love Dirt, LLC.

Ms. Sindelar stated that she represented Sandie, LLC, the applicant and property owner, in connection with their Change of Zone application, in connection with the property designated as Tax Map Parcel No. 334-6.00-553.02; that the application sought an amendment to the Comprehensive Zoning Map of Sussex County from an MR-RPC (Medium Density Residential – Residential Planned Community) to an MR-RPC (Medium Density Residential – Residential Planned Community) for the purpose to allow for a recreational area, for public access, and to improve the site further with recreational facilities and amenities, such as an indoor (not outdoor) pickleball and racket courts, an outdoor pool, parking areas, and sidewalks to the recreational area; that this request would thereby amend the original approval for Change of Zone, C/Z 673, which was approved in August 1985; that this application involved a lot of history; that Sandie, LLC is the owner and the Applicant of the application; that Sandie, LLC owned the property in fee simple, having acquired the property in 2008, with Dave Marshall Properties, LLC; that later by a deed dated, December 16, 2010, Dave Marshall Properties, LLC conveyed its entire interest to Sandie, LLC; the Dave Marshall Tennis and Pickleball is the tenant of the property, and is a well-known, long-standing racquet sports facility operated by Dr. Marshall and his son, Jordan; that the club offers year-round indoor and outdoor play, featuring both, indoor hard courts and outdoor clay courts for tennis; that with Dr. Marshall's extensive experience coaching players on the Association of Tennis Professionals and the Women's Tennis Association Tours; that the club enjoys strong community interest support in Sussex County, as demonstrated by the overwhelming support for the application; that memberships were affordably priced, making them accessible to many residents of Sussex County; that Dr. Marshall had operated the recreational amenities since 1995; that the property itself encompasses approximately 4.29 acres, as confirmed by survey, and was situated on the south side of Plantation Boulevard, about 0.46 mile north of Cedar Grove Road (S.C.R. 283), and 0.14 mile west of Plantation Road (Rt. 1D) and Route 275; that the 911 addresses were 18462, 18464 and 18466 Plantation Boulevard, Lewes, Delaware, being Tax Map Parcel No. 334-6.00-553.02; that the property was zoned MR-RPC (Medium Density Residential – Residential Planned Community), falling into the Plantation's Residential Planned Community, which was established through Change of Zone No. 673, changing the zoning from MR to MR-RPC; that some of the adjacent properties are zoned the same; that there was also a mixture of residential, agricultural, commercial and business uses nearby; that the property was located within the Coastal Area, which was a designated Growth Area in Sussex County

Public Hearing/ CZ2061 (continued)

per the 2018 Comprehensive Plan; that the Comprehensive Plan indicates that the Coastal Area can accommodate development, provided that specific environmental concerns are addressed; that a range of housing types, including single-family homes, townhomes, and multi-family units are permitted; that additionally, retail and office uses are appropriate, although larger shopping centers should be positioned with access along arterial roads; that mixed-use developments are also encouraged; that medium to high density residential, ranging from four to 12 units to the acre were also considered to be suitable, provided that central sewer and water is provided, as well as near employment centers and along main roads; that the 2025 Delaware Strategies for State Policies and Spending Map identifies the property as being located predominantly within Investment Level 1, with a small portion being located within Investment Level 2; that site was surrounded by similarly designated properties; that Investment Level 1, reflected areas already developed in urban and suburban style, where infrastructure was present or readily available, and where future redevelopment or infill projects are encouraged by State policy; that on January 12, 2024, the prior clubhouse caught fire due to unknown causes, which resulted in a total loss; that at first they thought that they could simply get a building permit; that they learned that they needed a site plan review; that during the site plan review process, the Commission considered a letter from a community board representative and scheduled a public hearing; that her client agreed to go through this process; that the Commission recommended approval of the application subject to the conditions; that the Commission found that the site has long been used for tennis, clubhouse, pool, classes, meetings, gym by the residents and the public; that some revised conditions were presented; that that the original RPC application was approved on August 27, 1985, through Ordinance No. 294, which was contained within the record; that the Ordinance was very simplistic in nature, and was nothing like what Ordinances would be currently in terms of conditions; that it included the residential components, but it also included the recreational area, as well as the spray irrigation area; that the recreational area, Phase One Residential area, Expanded Residential area, and Spray Irrigation area were all a part of the original approval; that to the contrary, one might argue that the allocated space was actually undersized, given the total acreage of the RPC, which was approximately 154.59 acres; that the existing acreage allocated for the recreation area, therefore does comply with the RPC Code, and specifically §115-119.B, which specifies a standard of one acre per 100 dwelling units, with a total of 608 dwelling units, 376 in Plantations East, and 232 in Plantations West; that this standard allows for a recreation area of approximately 6.08 acres; that therefore, the recreation area, at approximately 4.29 acres, complied with the requirement; that Ms. Sindelar presented to the Council Google Earth aerial images from March 1992, which reflected the original recreational facilities, and a portion of the property record card; that the property card reflected that in the early 90s, two pools, storage buildings, and tennis were permitted by Building & Licensing at that time; that there were questions regarding the

Public Hearing/ CZ2061 (continued)

use and continued use; that for a long time, and since inception, the facilities had been used by others, not just the community residents; that the record contained a 1994 article announcing the hiring of a new general manager and tennis director; that an advertisement from 1995 described the area and the community as resort living; that indicated that it was not only the residential component, but also the recreational component; that historical records indicate that the use had existed, operated and was permitted since the mid-80s; that she presented an image from 2005 illustrating the recreational facilities that were available; that on the image one could see that there used to be two pools; that the larger, Olympic sized pool was retired, due to a crack in the liner, and the cost of replacement was cost prohibitive; that a picture from July 2010 showed what existed at the time, but also reflected a parking area that Dr. Marshall used to rent from the community; that there previously was a dispute regarding the use and rental of the parking lot, which ultimately escalated into litigation between the Applicant and the community; that there are six indoor courts used for pickleball and tennis and four outdoor tennis courts; that one of the outdoor courts is used for pickleball; that there is a gym, storage and restrooms; that currently, there are 45 parking spaces on the site with two ADA compliant spaces; that when entering the property, one could see the existing parking lot, some landscaping boulders with no parking signs; that they proposed to place additional signage to address some of the off-site parking issues; that the prior clubhouse was approximately 13,383 square feet; that the proposal included constructing a new building of approximately 9,984 square feet to serve indoor courts; that they are proposing a clubhouse about 3,399 square feet smaller than the previous clubhouse; that the proposed building would be designed to be more integrated into the property, as it will align more with the existing structures, rather than the previous clubhouse which extended closer to the property lines and the condominium units on the one side of the entrance; that the new plan reduced the footprint of the prior building, allowing it to blend more seamlessly with the surrounding improvements on the site; that the proposal features a pool and a proposed deck area, describing the disturbed area; that they had and were continuing to have discussions with the community about the size of the pool; that the proposal also contemplates an additional 62 regular parking spaces, and an additional four ADA compliant spaces, along with sidewalks, which will all be subject to final engineering; that from a financial perspective the proposed pool would be a total loss to Dr. Marshall and the business, however, he was offering the pool for good neighborly relations and considering that a pool had previously been present at the property; that it was his understanding that a vast majority of residents are excited about the prospect of the pool; that she presented the Council a conceptual design, and architectural rendering for the proposed build, which maintained earth toned colors, which were requested and proffered as a condition; that Dr. Marshall painted some other buildings on site forest green to blend in with existing vegetation, which had been requested by some members of the community; that the purpose of the MR Zoning District was to provide for medium

Public Hearing/ CZ2061 (continued)

density residential development in areas that were or were expected to become generally urban in character, where sanitary sewer and public water supplies would be available at the time of construction; that the recreational use would resemble typical uses and practices in residential communities and would be compatible with the area; that the use had existed since the communities inception, supported by governing documents of the community, and aerial images dating back to the early 90s, which publicly advertised the concept of resort and club life; that the building was proposed to be tucked tight with the rest of the existing improvements; that this would allow for double the existing parking spaces; that additional site data and parking calculations could be located on the plan for review; that the Applicant was the recipient of the Delaware Sports Tourism Investment Fund Grant Award in the amount of $1 Millon; that the grant operates as a match fund, meaning the Applicant's expenditure of up to a million dollars would then be matched by an amount equal of up to a million dollars; that access to the property was provided from Plantations Road, using certain internal streets of the Plantations in accordance with the Declaration of Cross Easement and Maintenance Agreement; that her client has paid, in connection with the use, over $100,000, despite the untrue statements suggesting there had been no contribution from her client to the maintenance of the streets; that the issue of access, use and maintenance fees, for those access ways were established by written recorded agreement and recorded easement plot, which had already been litigated and decided; that there had been requests for changes to the underlying agreement and related changes to the capital funds and maintenance fees, which her client was reviewing and currently considering; that her client was not looking to relitigate the issue, but was willing to consider amendments; that he has paid $150,000 to the community to maintain the current roadways; that he had offered to assist with repaving, and was willing to continue that conversation; that any outcome must be fair; that there needed to be accountability for the maintenance of the roadways, as it was not entirely evident what historical improvements had been made; that any consideration for the use of the easement should be proportional to the Applicant's use, and Ms. Sindelar requested to have Mr. Carlton Savage speak on the stormwater, to be followed by Mr. Hughes to discuss traffic for the project.

The Council found that Mr. Carlton Savage, Principal and Sr. Civil Engineer with Scaled Engineering, Inc., spoke on behalf of the application's stormwater management. Mr. Savage stated that they had already had conversations with the Soil Conservation District in Sussex County; that on September 29, 2025, they had a meeting to discuss what would be required for rebuilding the application; that based on that meeting, it was determined that that they would be a non-residential standard plan; that those requirements were listed; that some of those requirements are less than an acre of disturbance.

Mr. Dennis James (D.J.) Hughes, II, P.E., President and Sr. Traffic

Public Hearing/ CZ2061 (continued)

Engineer with For Sure Hughes, LLC spoke on behalf of the application's traffic impact. Mr. Hughes stated that as part of the application, a DelDOT Service Level Evaluation Request was required; that consistent with DelDOT and Sussex County's MOU (Memorandum of Understanding), DelDOT responded that the application would have a diminutive impact on local roadways, which equaled an increase of fewer than 50 trips per day; that previously the fire that destroyed a building that was larger by about 4,000 square feet; that the building they were proposing to rebuild was about 4,000 square feet less than the previous building; that the proposed pool and deck were basically replacing the previous improvement; that before the application was submitted, they had submitted their Site Plan to DelDOT; that DelDOT responded by providing a Letter of No Impact, where DelDOT stated there would not be any improvements associated with the application, and that no further review would be required by DelDOT; that a recreational community center included meeting rooms, social quarters, swimming pools, saunas, whirlpools, racquetball, handball, pickleball, tennis courts, indoor and outdoor facilities, exercise classes, and also could be open to public access, public use; that the previous use included Hot Yoga, Irish dance classes, Pilates, and Weight Watchers, as well as counseling, along with the existing pickleball and tennis courts; that the current application proposed to only have pickleball courts insides, with a pool and deck outside, which used to exist previously; that when one totaled up all the buildings, the previous facility, excluding the storage building, was 40,000 square feet, which totaled 1,153 trips per day, not just 1,153 cars per day; that this basically equated to 577 cars in and out each day; that the morning peak hour came out to 81 trips in and out; that the evening hour came out to 116 trips in and out; that the recreational community center covered all the previous and current proposed uses; that with replacing the building with a smaller building, it equaled about 1,055 trips per day, equating to just under 530 cars coming in and out; that the morning hour would equal 74 trips per day, and the evening hour would equal about 106 trips per day; that the supporting data and calculations came from the ITE (Institute of Transportation Engineers Trip Generation Manual); that there had been a lot of discussion regarding the pickleball tournaments, especially when people heard 500 players; that those 500 players would be over the course of three days; that at any one time, there would not be any more than about 40 to 50 players on the site; that parking was also an issue of concern; that there was 47 existing parking spaces, and 66 parking spaces were proposed; that parking would be more than doubling; that there would be 113 parking spaces on the site, including ADA combined parking spaces; that if the ITE stated, if one held a daily week or weekend tournament, sometime between Monday and Friday, it would generate 666 total trips, which would be like 334 cars entering and exiting; that during the morning it would be 33 trips; that in the afternoon it would be 75 trips; that on Saturdays those trips counts would go up; that the trip count for the previous use was 1,153, with the daily use actually being higher at 1,055 trips; that on Saturday there would be 898 ADT, equating to 499 acres in and out throughout the

Public Hearing/ CZ2061 (continued)

course of the day; that it would be spread throughout the course of the day; that 130 trips would be the highest hour; that there will be more parking and signage to let people know where parking is allowed; that traffic flow was one of the most stated concerns within the submitted comments; that they had discussed making a one-way entrance, and improving signage to ensure everyone knows how to get to and from the site; that the Site Plan would be required to go through Final Site Plan review; that there had been discussions regarding speed bumps; that he would recommend tables or humps, as they were more gradual; that gated access was already provided, which acted like a speed table.

Ms. Gruenebaum questioned the number of people that come to watch the matches and the traffic impact relating to the size of the building.

Ms. Sindelar spoke about the conditions that were given by the Planning Commission; that at the beginning of the meeting, Mr. Hutt provided her with a revised version of the conditions; that she is confident that they can come to terms; that they have not had an opportunity to read through what they received today; that they would like to leave the record open until November 13th to respond to the proposed conditions; that she highlighted a few conditions; that there is a conditions covering the existing and proposed use; that the pickleball court play, the applicant is looking to allow for outdoor pickleball court play; that the use currently occurs; that the applicant would like to allow for outdoor pickleball to be played as it is today; that the applicant is looking for a cost cap of no more than $300,000 for the swimming pool; that a reduced size has been proposed which will be worked through; that it is membership based; that a ten percent discount to residents will be offered by the applicant; that there were two conditions relating to traffic that were cleaned up and clarified; that flexibility for the screening was updated; that there is a pool speaker request that came from the fact that there used to be a poolside speaker; that it is understood that the community does not want it; that they can address that if the record is kept open; that there was a proffer by the applicant to put a cap on the number of tournaments related to pickleball; that the conditions are critical to the success of the project; that Dr. Marshall is committed to working with the community; that he has agreed to improve the appearance of the site; that this facility was always intended to be open to the public.

Ms. Kim Hoey-Stevenson spoke on behalf of the applicant; that this has been a case of miscommunication; that she lived in the Plantations in the 90s and people came in to take lessons, there was a driving range and evening pool parties; that she understands the concerns; that with the grant that was received, it states a tournament with 500 people; that she understands the worry about traffic; that currently, pickleball tournaments are happening with that many people; that they are spread out throughout many days so there are no more than 40-50 people there at a time; that are no bleachers; that this is a sport where aging people can continue to be active; that Mr. Marshall has been paying in for the road improvements;

Public Hearing/ CZ2061 (continued)

that he is offering to repave the area; that the swimming pool request is because people have asked for it; that there have been open houses to provide more information.

Public comments were heard.

Mr. David Hutt, Esq., with Morris James, LLP, spoke on behalf of the Plantations Condominium Association, Inc., as well as the Plantations Property Owners Association, Inc., being the two associations that govern the Plantations Residential Community within which the subject site currently lies.

Ms. Maria Francu spoke in favor of the application.

Mr. Don Hume spoke in favor of the application.

Mr. Paul Bach spoke in favor of the application.

Ms. Suzanne Feuerman spoke in favor of the application.

Ms. Audi Niman spoke in favor of the application.

Ms. Kathy Lewis spoke in favor of the application.

Ms. Kathy Aldridge spoke in favor of the application.

Ms. Melaine Perman spoke in favor of the application.

Ms. Jean Owens spoke in opposition of the application.

There were 8 people that spoke via telephone that spoke in support of the application.

The Public Hearing was closed.

M 498 26 Defer Action/ CZ2061

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley to defer action on a Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR C/Z 673 (ORDINANCE NO. 294) IN RELATION TO THE ADDITION AND USE OF RECREATIONAL AMENITIES FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.29 ACRES, MORE OR LESS" and to leave the public record open until November 13, 2026 until 4:30 p.m. with all comments submitted in writing to Planning & Zoning by the public and applicant and it be placed back on the November

17th agenda.

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

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

M 499 26 Adjourn **A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to adjourn at 4:13 p.m.**

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

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

Respectfully submitted,

Tracy N. Torbert
Clerk of the Council

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

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING & DESIGN REVIEW

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Sussex County
DELAWARE
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MIKE HARMER, P.E.
SUSSEX COUNTY ENGINEER

Memorandum

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

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

RE: ***Existing Wastewater Infrastructure Use Agreement***
Millrose IUA 1294
File: OM 9.01

DATE: November 17, 2026

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

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Foxlane Homes at Whites Neck, LLC** for **Millrose** 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, **Millrose** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said, **Foxlane Homes at Whites Neck, LLC** will contribute **$23,753.00** for the financial catch-up contribution of the existing infrastructure to serve **20.00** Equivalent Dwelling Units. Payment is required prior to receiving beneficial acceptance of the projects on-site collection system.

EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Millrose IUA 1294

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

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

FOXLANE HOMES AT WHITES NECK, LLC a limited liability corporation and developers of a project known as **Millrose**, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing several tracts of land identified as Tax Map parcels 134-12.00-1501.00 to 1515.00 & 16.00 to be known as **Millrose** ("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 **20.00** additional equivalent dwelling units to County's existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to a financial catch-up contribution in the net amount of **$23,753.00** for said existing facilities.

(3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.

(4) Payment of the contribution will be required prior to beneficial acceptance of the onsite collection system.

(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 **18422 Coastal Highway, Suite 206, Lewes Delaware 19958.**

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 FOXLANE HOMES AT WHITES NECK, LLC

By:_____ (Seal)
David L. Hart

11/4/26 (DATE)

WITNESS: _____

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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Sussex County
DELAWARE
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MEMORANDUM:

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

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

RE: ***Ordinance to change County Code to reflect Operational Changes in the Assessment Division and Planning & Zoning Department***

DATE: November 6, 2026

On Tuesday, November 17, I will ask Council's to introduce the attached ordinance updating the County Code to reflect operational changes. The Assessment Division is focused on reassessment, while the Planning & Zoning Department oversees the full building process, including building permits and building code. These changes improve efficiency and streamline processes. Some of the changes show the authority is held by the County government in general rather than a specific department or division.

Summary of Changes

- **Chapter 45, § 45-7 (Building permit requirements):** Transfers the responsibility to require the building permit certification from the Assessment Division to Sussex County government.
- **Chapter 52, § 52-7 (Enforcement officials):** Transfers the responsibility to enforce the building construction standards and regulations from the Director of Assessment to the Director of Planning and Zoning. The Building Official will likewise serve at the direction of the County Administrator and the Director of Planning & Zoning, rather than the Director of Assessment.
- **Chapter 62, § 62-8 (Filing of application; inspection fee):** Transfers the responsibility to receive building permit applications, prescribe the application forms, and collect inspection fees from the Assessment Division to Sussex County government as Sussex County sets the fees in the budget. The information required on the application will be determined by the Finance and Planning & Zoning Departments.
- **Chapter 62, § 62-9 (Notice of violation):** Transfers the responsibility to issue a notice of violation from the Assessment Division to Sussex County government as it is a violation of County Code.
- **Chapter 99, § 99-8C (Submission of preliminary plat):** Removes the reference stating that County property maps are housed in the Assessment Office.

Please contact me with any questions.

Attachments

AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 45, "ARCHITECTURAL ACCESSIBILITY," § 45-7, "BUILDING PERMIT REQUIREMENT," CHAPTER 52, "BUILDING CONSTRUCTION," ARTICLE I, "STANDARDS AND REGULATIONS," § 52-7, "ENFORCEMENT OFFICIALS," CHAPTER 62, "FEES," ARTICLE III, "BUILDING FEES," § 62-8, "FILING OF APPLICATION; INSPECTION FEE" AND § 62-9, "NOTICE OF VIOLATION" AND CHAPTER 99, "SUBDIVISION OF LAND," ARTICLE II, "PLAN SUBMISSION PROCEDURE," § 99-8C., "SUBMISSION OF PRELIMINARY PLAT," BY REMOVING CERTAIN AUTHORITY FROM THE ASSESSMENT DIVISION AND DIRECTOR OF ASSESSMENT AND GRANTING SUCH AUTHORITY TO SUSSEX COUNTY, THE PLANNING AND ZONING DEPARTMENT OR DIRECTOR AND THE FINANCE DEPARTMENT, AS THE CASE MAY BE, AND REMOVING THE REQUIREMENT IN § 99-8C. THAT PROPERTY OWNERS WILL BE DETERMINED BY THE COUNTY ASSESSMENT OFFICE PROPERTY MAPS.

WHEREAS, Sussex County Code, Chapter 45, § 45-7, sets forth building permit requirements which are determined by the Assessment Division; and

WHEREAS, Sussex County desires to transfer the authority under Sussex County Code, Chapter 45, § 45-7 from the Assessment Division to Sussex County; and

WHEREAS, Sussex County Code, Chapter 52, "Building Construction," Article I, "Standards and Regulations, § 52-7, "Enforcement Officials," authorizes the Director of Assessment to enforce the building construction standards and regulations and, along with the Sussex County Administrator, to appoint the Building Official; and

WHEREAS, Sussex County desires to transfer the authority Sussex County Code, § 52-7 from the Director of Assessment to the Director of Planning and Zoning; and

WHEREAS, Sussex County Code, Chapter 62, "Fees," Article III, "Building Fees," § 62-8, "Filing of application; inspection fee" and § 62-9, "Notice of violation" authorizes the Assessment Division to determine the application form and information required therefor; and

WHEREAS, Sussex County desires to transfer the authority for determining the application form from the Assessment Division to Sussex County, the information required therefor to the Finance Department and Planning and Zoning Department and the collection of all inspection fees to Sussex County; and

WHEREAS, Sussex County desires to transfer the authority to issue a notice of violation from the Assessment Division to Sussex County; and

WHEREAS, Chapter 99, "Subdivision of Land," Article II, "Plan Submission Procedure," § 99-8C., "Submission of preliminary plat," provides that '[p]roperty owners will be determined by the County Assessment Office property maps;" and

WHEREAS, Sussex County desires to remove the requirement that, "[p]roperty owners will be determined by the County Assessment Office property maps."

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. Sussex County Code, Chapter 45, "Architectural Accessibility," § 45-7, "Building permit requirement," is hereby amended by deleting the language in brackets and inserting the underlined and italicized language as follows:

§ 45-7 Building permit requirements.

When a building owner or representative applies for a building permit, [the Assessment Division] *Sussex County* will require, as a condition of granting a building permit, the execution of a certification acknowledging the following:

A. That the building owner is aware of the requirement for architectural accessibility in certain facilities.

B. That the building owner has received a copy of the American National Standard for Buildings and Facilities - Providing Accessibility and Usability by Physically Handicapped People, A117.1 (1986).

C. That the building owner certifies that the facility will be designed and constructed in accordance with these standards and the provisions of this chapter.

Section 2. Sussex County Code, Chapter 52, "Building Construction," Article I, "Standards and Regulations," § 52-7, "Enforcement officials," is hereby amended by deleting the language in brackets and inserting the underlined and italicized language as follows:

§ 52-7 Enforcement officials.

A. Enforcement of the code will be the responsibility of the [Director of Assessment]*Director of Planning and Zoning*.

B. The Sussex County Council may appoint a Building Official, who shall serve at the direction of the County Administrator and the Director of [Assessment]*Planning and Zoning*. The Building Official shall be appointed solely on the basis of his qualifications and past experience. His appointment shall continue during good behavior and satisfactory service.

Section 3. Sussex County Code, Chapter 62, "Fees," Article III, "Building Fees," § 62-8, "Filing of application; inspection fee," and § 62-9, "Notice of violation," are hereby amended by deleting the language in brackets and inserting the underlined and italicized language as follows:

§ 62-8 Filing of application; inspection fee.

A. No person shall construct or commence construction of a building or place a manufactured home, either in whole or in part, without first filing with [the]Sussex County [Assessment Division] an application, in writing, for such construction or placement and obtaining a permit therefor. Such application shall be made on forms

prescribed by [the Assessment Division]*Sussex County* and shall contain such information as the [Assessment Division]*Finance and Planning and Zoning Departments* shall require. The application for permit shall also contain a site plan or sketch showing the location on the lot and a general description of the type of structure. Responsibility for a violation of this section shall rest upon the record title owner of the property at the time the construction was commenced or a manufactured home placed.

B. Inspection fee.

(1) In addition to the fees currently charged for the placement and installation of a manufactured home, [the Assessment Division]*Sussex County* shall also charge a fee for the inspection of foundation footers and tie downs to be paid at the time a placement permit is issued for a manufactured home as follows:

(a) An initial inspection fee shall entitle the owner to up to three inspections. The first inspection shall be of the footers, which must be passed before the foundation can be installed. The second inspection shall be of the tie downs, which must be passed before a certificate of occupancy is issued by the County. In the event the County does not approve the footers and/or tie downs on their first inspection, the [Assessment Division]*County* shall conduct a third inspection without the payment of an additional fee. However, if the required inspections have not resulted in the approval of the footers and tie downs after three inspections, an additional fee shall be charged for each additional inspection prior to the issuance of a certificate of occupancy and any such additional inspection beyond the first three shall be paid for prior to the issuance of the certificate of occupancy. All inspection fees shall be included in the schedule of fees adopted as part of the annual Sussex County budget.

(2) Effective date. The obligation of the County to perform the footer and tie down inspections and the obligation of the property owner to pay the inspection fee shall become effective on January 1, 2007.

§ 62-9 Notice of violation.

Violators of this article will be served a notice of violation by [the]Sussex County [Assessment Division]notifying them that they are in violation of said article.

Section 4. Sussex County Code, Chapter 99, "Subdivision of Land," Article II, "Plan Submission Procedure," § 99-8C., "Submission of preliminary plat," is hereby amended by deleting the language in brackets and inserting the underlined and italicized language as follows:

§ 99-8 Submission of preliminary plat.

***

C. Upon filing an application for a preliminary subdivision plat approval, the applicant shall provide a notarized list of property owners and addresses for all property owners within 200 feet of the proposed site for the subdivision. A notice shall be sent by the Commission staff to the adjoining owners that plans are available for public review in

the Planning and Zoning Office, and the date of the scheduled public hearings shall be noted.[Property owners will be determined by the County Assessment Office property maps.]

Section 5. Effective Date. This Ordinance shall become effective on _____.

Synopsis

This Ordinance amends the Sussex County Code, Chapters 45, 52, 62 and 99 by removing the authority of the Assessment Division and the Director of Assessment and transferring that authority to Sussex County, the Director of Planning and Zoning, the Planning and Zoning Department and the Finance Department as follows: (1) under Sussex County Code, Chapter 45, § 45-7, transfers the authority for building permit requirements from the Assessment Division to Sussex County; (2) under Sussex County Code, § 52-7, transfers the authority to enforce the building construction standards and regulations and, along with the Sussex County Administrator, to appoint the Building Official from the Director of Assessment to the Director of Planning and Zoning; (3) under Sussex County Code, § 62-9, transfers the authority for determining the application form from the Assessment Division to Sussex County, the information required therefor to the Finance Department and Planning and Zoning Department and the collection of all inspections fees to Sussex County; and (4) under Sussex County Code § 62-9, transfers the authority to issue a notice of violation from the Assessment Division to Sussex County. In addition, under Sussex County Code, § 99-8C. pertaining to the submission of a preliminary plat, removes the requirement that, "[p]roperty owners will be determined by the County Assessment Office property maps."

Deleted text is in brackets. Additional text is underlined and italicized.

Sussex County

Memorandum

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

FROM: Andrew Harton
Economic Development

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

DATE: November 12, 2026

On the agenda Tuesday ~ the following Lease Assignment will be presented for approval in the Delaware Coastal Business Park:

- MICHAEL D. RHODES & ETHAN M. RHODES (BUILDERS SUPPLY OF DELMARVA, INC.) ~ with a principal office located at 21528 Baltimore Avenue, Georgetown, DE 19947.

  Due to the passing of Michael D. Rhodes, a Lease Assignment has been requested to transfer Michael's interest in the lease to his son and co-owner, Ethan M. Rhodes. The Assignment is by and among Ethan M. Rhodes, Personal Representative of the Estate of Michael David Rhodes a/k/a Michael D. Rhodes, (the "Assignor"), Ethan M. Rhodes, Successor Trustee of The Rhodes Living Trust, dated June 14, 2022 (the "Assignee"), Ethan M. Rhodes, individually, ("Ethan") and Sussex County, Delaware (the "County" or "Lessor").

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

THIS ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT AND CONSENT OF SUSSEX COUNTY, DELAWARE THERETO (the "Assignment"), is made this ___date of _____, 2026, by and among Ethan M. Rhodes, Personal Representative of the Estate of Michael David Rhodes a/k/a Michael D. Rhodes, (the "Assignor"), Ethan M. Rhodes, Successor Trustee of The Rhodes Living Trust, dated June 14, 2022, (the "Assignee"), Ethan M. Rhodes, individually, ("Ethan") and Sussex County, Delaware, a county and political subdivision of the State of Delaware (the "County" or "Lessor"):

W I T N E S S E T H:

WHEREAS, the County, Michael Rhodes ("Michael"), and Ethan (Michael and Ethan collectively "Tenant") entered into an Agreement of Lease dated April 13, 2021 (the "Lease") whereby Tenant leased approximately 3.1 acres located in the Delaware Coastal Business Park (f/k/a Sussex County Industrial Park) from the County (the "Leased Property"), which Leased Property is known as Lot No. 21, and further identified as Tax Map Parcel No. 135-20.00-75.00;

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

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

WHEREAS, on or about November 13, 2024, Michael passed away;

WHEREAS, Ethan was named the Personal Representative of the Estate of Michael David Rhodes a/k/a Michael D. Rhodes;

WHEREAS, pursuant to Michael's estate planning, his interest in the Lease passed to Assignee;

WHEREAS, the Assignor and Ethan wish to assign the interest formerly held by Michael and now held by the Assignor in the Lease to the Assignee, and have requested that the County provide its written consent to such assignment as required by the Lease; and

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

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

1. Recitals: The above recitals are restated and incorporated herein by reference.

2. Conditions. In order for this Assignment to be effective, the Assignor must not be then in breach of any of the terms and conditions of the Lease.

3. Assignment of Lease. Provided the condition set forth in Paragraph 2 is met, the Assignor hereby assigns, sets over, and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the Lease.

4. Assumption of Lease. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease arising from and after the date hereof. As a result of this Assignment, Ethan Rhodes, individually, and Ethan M. Rhodes, Successor Trustee of The Rhodes Living Trust, dated June 14, 2022, shall be considered collectively as the Tenant under the Lease.

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

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

As to Assignee:

The Rhodes Living Trust, dated June 14, 2022
c/o Ethan Rhodes, Successor Trustee
21528 Baltimore Avenue
Georgetown, DE 19947
Ethan@bsdshowroom.com

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

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

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

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

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

ASSIGNOR:

ESTATE OF MICHAEL DAVID RHODES
A/K/A MICHAEL D. RHODES

_____ _____(SEAL)
Witness: Name: Ethan M. Rhodes
Title: Personal Representative

ASSIGNEE:

THE RHODES LIVING TRUST U/T/A 6/14/22

_____ _____(SEAL)
Witness: Name: Ethan Rhodes
Title: Successor Trustee

TENANT:

_____ _____(SEAL)
Witness: Ethan M. Rhodes

SUSEX COUNTY CONSENT HERETO:

By: _____[Seal]
Name:
Title

_____
Witness

APPROVED AS TO FORM:

_____[Seal]
J. Everett Moore, Jr., County Attorney

Date: _____

EXHIBIT A

Lease

Document # 20210000047738 BK: 5517 PG: 19
On 7/27/2021 at 2:40:03 PM
RECORDER OF DEEDS Scott Dailey
Sussex County
Consideration: $0.00
Doc Surcharge Paid

Prepared By: Moore & Rutt, P.A.
Return To: 2021
Bill Pfaff, Economic Development Director
2 The Circle, Georgetown, DE
Tax Map: 135-20.00-75.00-21

COMMERCIAL LEASE AGREEMENT
(30-Year Lease)

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this 13 day of April, 2021 (the "Effective Date"), by and between SUSSEX COUNTY, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947("Lessor"), and MICHAEL D. RHODES & ETHAN M. RHODES, with an address of 21528 Baltimore Avenue, Georgetown, Delaware 19947, (collectively "Lessee"), and it recites and provides as follows.

RECITALS

WHEREAS, on November 1, 2004, Landlord and Tenant entered into a certain Lease Agreement, as later amended by a First Amendment dated January 15, 2008, (hereinafter referred to as "the Lease"), at the Sussex County Industrial Air Park, Lot No. 21, Georgetown, Delaware 19947, and further identified as Tax Map Parcel No. 135-20.00-75.00 (hereinafter referred to as "the Subject Property");

WHEREAS, Landlord and Lessee desire to amend the Lease and replace it with this Lease Agreement.

WITNESSETH:

That the parties of this Lease, intending to be legally bound, hereby covenant and agree as follows:

1. **PREMISES**: Lessor leases to Lessee and Lessee accepts, as Lessee, the premises to a suitable Lessee for business purposes, described as follows:

   A portion of the tract of land identified on as Sussex County Tax Parcel No. 135-20.00-75.00, located on Baltimore Avenue in the Delaware Coastal Business Park, Georgetown, Delaware, being approximately 3.1 acres of land, more or less, and more particularly described as Lot 21 on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises" or "premises"). Lessee acknowledges that Lessor reserves the right to change the parcel numbers and street names located in the Delaware Coastal Business Park during the term of this Lease.

2. **TERM**: The initial term of this Lease shall be thirty (30) years and two (2) months which shall commence at 10:00 o'clock A.M. on November 1, 2004 ("the Commencement Date") and shall terminate at 11:59 o'clock P.M. on December 31, 2034, unless sooner terminated as provided in this Lease.

3. **RENT**:

a. **RENT**. Lessee covenants and agrees to pay Lessor annual rent in the amounts as set forth herein.

(1) From November 1, 2004 to October 31, 2009, annual rent shall be $400.00 per acre.

(2) From November 1, 2009 to October 31, 2014, annual rent shall be $600.00 per acre.

(3) From November 1, 2014 to October 31, 2019, annual rent shall be $800.00 per acre.

(4) From November 1, 2019 to October 31, 2024, annual rent shall be $1,000.00 per acre.

(5) From November 1, 2024 to October 31, 2029, annual rent shall be $1,200.00 per acre.

(6) From November 1, 2029 to December 31, 2034, annual rent shall be $1,400.00 per acre.

b. **RENT AFTER DECEMBER 31, 2020**. For the term from January 1, 2021 to December 31, 2034, and for any renewal period referred to in paragraph 5 herein, Lessee shall pay rent annually in one (1) lump sum payment, payments of which shall be due and payable upon the commencement of the Lease term. If the Lease term commences after January 1, the annual rent shall be prorated on a per diem basis for the remainder of the initial year and payment for the remainder of the initial year shall be due upon execution of the Lease. All payments thereafter shall be due and payable annually on the 1st day of January each year for the remainder of the Lease term and any renewal thereof without demand and without setoff or deduction. All other costs due hereunder shall be considered additional rent ("Additional Rent") which shall be due and payable as hereinafter set forth.

c. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and

Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

d. **PAYMENT PROVISIONS**: All payments should be made to Sussex County Council, Sussex County Treasury Office, P.O. Box 601, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Lessor.

4. **Intentionally Omitted**:

5. **RENEWAL OF LEASE**:

a. Provided Lessee is not otherwise in default of the Lease, Lessee shall have the option to renew this Lease on the same terms expressed herein for four (4) additional five (5) year terms. If Lessee intends to exercise its option to renew this Lease for an additional five (5) year term, Lessee shall provide Lessor with a minimum of one hundred eighty (180) days' written notice prior to the expiration of the Lease or renewal period, as the case may be. Upon Lessor's receipt of such notice from Lessee, except as otherwise provided herein, the provisions of this rental agreement shall be deemed to have been accepted and agreed to by Lessor, and the terms of the Lease shall remain in full force and effect. In the event Lessee does not provide Lessor with the required notice in a timely manner, unless Lessor and Lessee agree in writing to renew the Lease without modifications or amendments prior to the expiration of the Lease, the Lease shall terminate upon expiration of the Lease. If Lessee fails to exercise the option, at the end of the initial Lease term, or any further extensions or renewals thereof, the land subject to this Lease and all improvements thereon shall revert to Lessor, or its successors or assigns.

b. Upon Lessee's exercise of any renewal option, Lessor shall conduct a market rent analysis to establish the rental value of acreage in the Delaware Coastal Business Park ("the New Market Base Rent"). If Lessor has otherwise conducted a market rent analysis in the Delaware Coastal Business Park within five (5) years of Lessee's exercise of the renewal option, Lessor may use the results of said analysis to establish the New Market Base Rent instead of conducting a new market rent analysis. Upon receipt of the market rent analysis, Lessor shall provide a copy of the same to Lessee and the value of acreage in the Delaware Coastal Business Park as determined by said analysis shall be the rent payable per acre by Lessee for the renewal term. In no event shall the rent for the renewal term be lower than the rent payable during the last year of the prior lease term. Upon receipt of the market rent analysis from Lessor, Lessee may opt to forego the renewal option and otherwise terminate the lease at the end of the then current lease term provided Lessee notifies Lessor in writing within thirty (30) days of Lessor's submission of the market rent analysis. If Lessee does not elect to terminate the lease as provided in this Paragraph, it is understood

and agreed that the renewal option has been exercised and that the per acre rent for the renewal term shall be based on the New Market Base Rent as determined by the market rent analysis outlined in this Paragraph 5.

c. Within thirty (30) days after Lessor gives Lessee notice of the adjusted rent and Lessee does not object to the same as provided above, then Lessee will pay the adjusted rent retroactive to the first month of the then current five (5) year lease period. The adjusted rent will be the yearly rent for the balance of the then current five (5) year lease period. Lessor will give Lessee written notice indicating how the adjusted rent amount was computed.

d. If Lessee objects to the analysis as provided in Paragraph 5(b) above, then Lessee shall be free to engage its own commercial appraiser, having no less than five (5) years' fulltime commercial appraisal experience in the State of Delaware and an MAI designation to perform at Lessee's expense, the land rental analysis. The appraiser shall have a certified general license by the Delaware Council on Real Estate Appraisers or, if the appraiser is an out-of-state appraiser, the appraiser shall have a temporary license or certificate issued by the Delaware Council on Real Estate Appraisers. The Lessee's appraiser shall provide its written analysis to Lessor within forty-five (45) days of engagement by the Lessee but no less than sixty (60) days from the date of Lessee's objection to the analysis as provided in Section 5(b) above. If the Lessor accepts the Lessee's appraiser's analysis, then it shall constitute the accepted adjustment. If the Lessor objects to the Lessee's appraiser's analysis within thirty (30) days of its receipt of the same and Lessee's appraiser's analysis is within twenty percent (20%) of the Lessor's appraiser's analysis, the results of both appraisals shall be averaged to determine the New Market Base Rent. If the Lessor objects to the Lessee's appraiser's analysis within thirty (30) days of its receipt of the same and the Lessee's appraiser's analysis differs from the Lessor's appraiser's analysis by greater than twenty percent (20%), then Lessor and Lessee agree that their respective appraisers shall mutually select a third appraiser who must meet the qualifications of an appraiser as set forth in this paragraph. If the Lessor's appraiser and the Lessee's appraiser are unable to agree upon the third appraiser, the Lessor shall appoint a third appraiser. The third appraiser shall review the results of both appraisals conducted by the Lessor's appraiser and the Lessee's appraiser and may request a hearing at which both the Lessor's appraiser and the Lessee's appraiser shall provide such additional information and clarification regarding their studies as the third appraiser may request. The third appraiser shall make a final determination of the land rental value based upon the data contained in the two (2) appraisals and any additional information provided by Lessor's appraiser and Lessee's appraiser provided that the third appraiser shall have the right to gather, analyze, and consider additional data as the third appraiser deems appropriate. The decision of the third appraiser regarding the land rental value shall constitute the accepted adjustment. All fees and expenses associated with the work of the third appraiser shall be paid equally by the

Lessor and the Lessee. During any period of disagreement between Lessor and Lessee regarding the rent adjustment, Lessee shall be responsible for the payment of the adjusted rent as recommended by Lessor's appraiser. Once the disagreement is resolved, any difference between the rent paid and the accepted adjustment shall be refunded or credited to Lessee (as appropriate).

6. **EASEMENTS, RESTRICTIONS AND CONDITIONS; RULES AND REGULATIONS**: This Lease is subject to easements, restrictions and conditions which are of record, or generally applicable to the immediate neighborhood, or may be observed by inspection of the premises. The Lessee shall be responsible for obtaining a title search should the Lessee so desire to verify all such easements, conditions and regulations. Lessee further acknowledges that its use of the Leased Premises is subject to Lessor's Rules and Regulations, which may be reasonably amended from time to time at Lessor's discretion, a copy of which is attached hereto as Exhibit B and are incorporated herein by reference. Failure to comply with the any easements, restrictions, conditions or Rules and Regulations shall constitute a material breach of the terms of this Lease.

7. **USE**:

a. Lessee shall have the right to utilize the Leased Premises and any improvements to be located thereon for activities such as one or more of the following: building materials supply business or any other use which may be consented to by Lessor, which consent may be granted or withheld in Lessor's sole discretion.

b. The use of the Leased Premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction.

c. It is specifically agreed that this Lease Agreement is non-exclusive. Lessor reserves the right to lease other real property at the Delaware Coastal Business Park or the Delaware Coastal Airport for identical or similar uses

d. Lessee further agrees not to make any unlawful, improper or offensive use of the Leased Premises or to make any use thereof contrary to any law or ordinance now or hereafter enacted or to make any use thereof which endangers any person or property, threatens the insurability of the Leased Premises, or otherwise constitutes a nuisance (in Lessor sole judgment). Further, Lessee agrees to operate its business within the guidelines, requirements and regulations of all government and regulatory agencies as these apply to Lessee's business and use. Any notices of the Lessee's failure to fully comply, or notices that the Lessee's business violates any regulations or standards contained in the regulations of any agency, shall constitute a material breach of this Lease if not cured within permitted time frames set

forth in this Lease.

e. Lessee agrees to promptly open its business and use and occupy the Leased Premises continuously and uninterruptedly in a commercially reasonable manner throughout the term of this Lease and to be open for business during reasonable business hours.

f. Lessee agrees to operate the Leased Premises for the purposes set forth above during the entire term of this Lease in a prudent, efficient manner and reflecting the standards of a commercially appropriate business based on the permitted uses.

g. Lessee may not (i) abandon or vacate the Leased Property without giving notice to the County; (ii) disfigure or deface the Leased Property or permit any waste, nuisance or unlawful use on or about the Leased Property; (iii) use the Leased Property without a Certificate of Occupancy; or (iv) violate any municipal, county, state or federal law, rule, regulation or order.

8. **ADDITIONAL RENT - PAYMENTS, COMMON AREA MAINTENANCE, TAXES AND INSURANCE**.

a. **Payments.** In the event any installment of rent, additional rent, or any sum due Lessor under the Lease, is not received in full within ten (10) days from the due date, then Lessee shall pay to Lessor a late administration fee equal to five percent (5%) of such overdue amount. Further, any rent, additional rent, or other sum past due and owed to the Lessor by the Lessee under this Lease shall be subject to interest at the rate of eighteen percent (18%) per annum. Any check returned to the Lessor for any sum due to Lessor under the Lease, shall be subject to an additional late fee of ten percent (10%) and an administrative fee of the greater of One Hundred Dollars ($100.00) or the Lessor's standard administrative fees for similar leases in the Delaware Coastal Business Park. Acceptance of late rent shall in no way prejudice, waive, modify, or alter any of the rights or remedies which the Lessor may have under this Lease.

b. **Taxes**. Lessor will pay all general real estate taxes, if any, which may be levied or assessed by any lawful authority against the real property only on the Leased Premises. Lessee agrees to pay any and all taxes and assessments levied or assessed against the improvements Lessee constructs on the Leased Premises and all equipment installed therein. Lessee shall make payments directly to the taxing authority when due.

c. **Maintenance** Lessee shall be responsible for operating, repairing, and maintaining the building, facilities and all grounds of the Leased Premises (hereinafter "Maintenance"). Maintenance of Leased Premises shall be an all-inclusive term which encompasses, among other things, snow and ice

removal of all parking areas and drive aisles, lawn mowing, landscaping, debris and refuse removal from the grounds, etc. If Lessee fails to meet its obligations under this Paragraph, Lessor may perform the necessary work and charge Lessee for the same, which charge shall be deemed as Additional Rent due within thirty (30) days of Lessee's receipt of written notice from Lessor. Lessor shall be responsible for ground maintenance, including lawn mowing and snow and ice removal, along Baltimore Avenue up to the edge of the Leased Premises. Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Lessee shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond six (6) inches in height. Snow removal from access road to Lessee's building shall be the sole responsibility of Lessee

d. **Insurance**. During the term of this Lease, Lessee shall be required to procure and maintain (i) one or more policies insuring the Leased Premises against loss or damage resulting from fire and other casualties of the kind covered by fire and extended coverage insurance policies in such amount Lessor deems sufficient and may include business interruption insurance favoring Lessor and (ii) commercial liability insurance in such amount deemed sufficient by Lessor. Lessee shall be responsible for insuring its inventory, furniture, trade fixtures, equipment, and other personal property located in the Leased Premises. During the term of this Lease, Lessee agrees to carry standard form "All Risks" property insurance on the building wherein the Leased Premises are situated for full replacement thereof.

e. **Intentionally Omitted**.

9. **TRANSFER TAX**: This transaction is exempt from realty transfer tax.

10. **UTILITIES**: Lessor shall be responsible for extending electric, potable water, sewer and fire suppression facilities to the edge of the Leased Premises. Lessee shall be solely responsible for all permanent utility installation on and from edge of the Leased Premises. Lessee shall pay all one-time charges, for on and/or off-site improvements levied by utility providers including but not limited to: connection fees, tap-in fees, impact fees, hookup fees and deposits, for electricity, potable water, fire suppression, sewer, internet access, telephone and fire alarm land lines, etc. Lessee shall also pay for any and all recurring charges for utility services used or consumed at the Leased Premises during Lessee's use or occupancy thereof.

11. **IMPROVEMENTS**:

a. **Condition of Leased Premises**. Subject to Lessor's responsibilities referred to herein, Lessee accepts the Leased Premises in "as is" condition and acknowledges that the Leased Premises are suitable for Lessee's

intended use.

b. **Intentionally Omitted.**

c. **Lessee`s Work**. Lessee agrees to complete in a first-class, workmanlike manner, and at its sole cost and expense, all of Lessee's Work described in Exhibit C. Lessee agrees not to commence any of Lessee's Work until Lessor has approved the Lessee's plans and layout. Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Any work performed by Lessee shall be completed in a good and workman like manner using new construction materials, and Lessee shall obtain all permits required for any such work.

d. **Stormwater Management**. Lessee shall meet all stormwater and water quality requirements, rules, laws, regulations, statutes, and ordinances, as may be amended from time-to-time by an authority having jurisdiction over the same, pertaining to the Leased Premises either by use of on-site facilities constructed at Lessee's sole expense or through use of existing facilities within the Delaware Coastal Business Park subject to Lessor's prior written approval which may be withheld in Lessor's sole discretion.

e. **Construction, Repair, Maintenance and Alteration of Improvements**. The Leased Premises are being leased with no improvements thereon. Lessee acknowledges that all improvements shall be constructed, repaired, maintained and altered at Lessee's sole cost and expense, and that Lessee shall maintain any and all improvements on the Leased Premises in good condition and repair during the lease term. Any improvements or structure of any kind Lessee constructs on the Leased Premises, and any repairs, maintenance and alterations thereto, shall be in compliance with all restrictions, conditions, ordinances, laws, regulations, Rules and Regulations, including Lessee's application for and receipt of all required permits and approvals prior to commencement of any work. All improvements, fixtures, and equipment shall remain Lessee's property except as otherwise stated herein. Lessee shall provide Lessor with a copy of all Certificates of Occupancy and Releases of Liens.

12. **LIENS:**

a. **No Authority to Encumber**. Lessee has no authority whatsoever to encumber the Leased Premises or any improvements located thereon.

b. **Mechanic's Liens**. Lessee shall not permit and shall immediately remove any mechanic's liens placed against the Leased Premises which may have resulted from any work performed on Lessee's behalf. Permitting a

Mechanic's Lien to be placed against the Leased Premises or the Delaware Coastal Business Park shall be a material default. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Lessee shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary, and in the form attached hereto as Exhibit D, wherein the public is advised that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to Lessee at the Leased Premises or against Lessor as the owner thereof, in addition to all remedies at law, Lessee shall: (a) pay to Lessor the greater of a fine of $50.00 per day or the Lessor's standard fine for similar violations in similar leases in the Delaware Coastal Business Park for every day that any such Mechanic's Lien remains shall be due, and (b) within ninety (90) days after written notice from Lessor thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. Lessee will indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Lessee shall pay any damages and any judgment entered thereon and save harmless and indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle Lessor to resort to remedies as are provided herein in the case of any default of this Lease Agreement, in addition to such as are permitted by law.

c. **Liens**. Any liens placed on property owned by Lessee which are located on the Leased Premises must first be approved by Lessor and Lessor shall have the right, in Lessor's sole discretion, to grant or withhold consent. Lessee shall hold Lessor harmless and without risk with respect to any lien placed on Lessee's equipment or personal property within or about the Leased Premises. Prior to the expiration or earlier termination of this Lease, Lessee shall promptly remove any and all liens including any against any of Lessee's property or equipment, or with advanced written notice to Lessor, remove any such property or equipment from the Leased Premises. Lessor shall assume no risk or responsibility for any lien remaining on the Leased Premises or Lessee's equipment or property and Lessee shall indemnify Lessor from any liability whatsoever. This paragraph shall apply to any work performed by Lessee on or in the Leased Premises during the

entire Term of this Lease and any renewal hereof.

d. **Statutory Lien**. Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Lessor has such a lien to the extent provided by statute or otherwise. Lessor may, at Lessor's sole discretion, subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the construction of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the Leased Premises. Lessee shall furnish the Lessor with copies of all such security instruments.

13. **INSURANCE**:

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

b. **Waiver of Subrogation** - To the fullest extent permitted by law, Lessee waives any right of recovery from Lessor, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to Lessee's property located on the Leased Premises (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease Agreement. To the fullest extent permitted by law, Lessee's property insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income and extra expense insurance policies maintained by Lessee. Any deductible amount(s) selected by Lessee shall be the sole responsibility of Lessee.

c. **Commercial General Liability Insurance** - Lessee shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from Lessee's occupancy of the Leased Premises or operations incidental thereto, with the combined single limit of $1,000,000.00 per occurrence and a general aggregate limit of $2,000,000.00. This insurance

shall name Lessor and its appointed and elected officials, employees, agents and volunteers as insureds on a primary and non-contributory basis, with respect to liability arising out of or in connection with Lessee's occupancy of the Leased Premises or operations incidental thereto under this Lease Agreement. A copy of the additional insured endorsement(s) that evidence the required additional insured status must accompany any certificate of insurance provided to Lessor. To the fullest extent permitted by law, Lessee's commercial general liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any commercial general liability insurance policies maintained by Lessee. Lessor shall maintain, at its sole expense, commercial general liability insurance covering the Delaware Coastal Business Park, including all common areas, on a full replacement cost basis, together with such other types of insurance coverage as are customarily maintained by owners of comparable use properties in the area in which the Leased Premises is located and such other insurance coverage as Lessor may elect in its reasonable discretion to carry.

d. **Workers' Compensation & Employers' Liability** - Lessee shall secure and maintain, at its own expense, workers' compensation insurance and employers' liability insurance. The workers' compensation insurance must satisfy Lessee's workers' compensation obligation to its employees in Delaware under State or Federal law. Employers' liability insurance must be secured with minimum limits of $100,000.00 for bodily injury by accident, $100,000.00 each employee for bodily injury by disease, and a $500,000.00 policy limit for bodily injury disease. To the fullest extent permitted by law, Lessee's workers' compensation and employers' liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any workers' compensation and employers' liability insurance policies maintained by Lessee.

e. **Business Auto Liability Insurance** - Lessee shall secure and maintain, at its own expense business auto liability insurance with a minimum combined single limit of $1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the maintenance, use or operation of any auto and contractual liability protection for bodily injury and property damage claims assumed under this Lease Agreement.

f. **Umbrella Excess Liability or Excess Liability Insurance** – Lessee shall secure and maintain, at its own expense, umbrella excess liability or excess liability insurance with minimum limits of $4,000,000 combined single limit - each occurrence and $4,000,000 combined single limit – aggregates. This insurance shall include the insurance specified in Paragraphs 14(c), 14(d) (Employers' Liability Insurance only) and 14(e) as underlying insurance. This

insurance shall follow form with the coverage provisions, including who is an insured, required for underlying insurance.

g. **Pollution Liability Insurance** – Lessee shall secure and maintain, at its own expense, pollution liability insurance that insures claims for pollution and remediation legal liability arising out of or in connection with the Lessee's occupancy of the Leased Premises. The minimum limits of liability for this insurance are $1,000,000 each pollution condition and $1,000,000 annual aggregate. This insurance shall name Lessor, and its appointed and elected officials, employees, agents, and volunteers as additional insureds on a primary and non-contributory basis. The endorsement(s) evidencing the required additional insured status must be submitted in conjunction with certificates of insurance furnished to Lessor. Lessee must continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after termination of this Agreement.

h. **Evidence of Insurance / Insurers** - Lessee shall furnish certificates of insurance, acceptable to Lessor, to the Manager, Airport and Business Park Operations, Sussex County, Delaware evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Lessor. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Lessor. Therefore, a copy of the endorsements to the required policies that confirm additional insured status and the insurer is obligated to send notice to Lessor as required herein, must accompany all certificates of insurance. Liability policies required herein (other than pollution liability) may not be written on a "claims made" basis without the prior written approval of Lessor. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Lessee or to furnish satisfactory evidence of insurance, premiums paid by Lessor shall be recoverable by Lessor from Lessee, together with interest thereon, as additional rent promptly upon being billed therefore.

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

14. **ENTRY BY LESSOR AND AGENTS**. At any and all reasonable times during the term of this Lease, Lessor and Lessor's duly authorized agent or agents shall have the right to enter the Leased Premises for the following purposes:

    a. To inspect the Leased Premises in the event of an emergency; and

b. To effect Lessee's compliance with any rule or regulation adopted by Lessor, or to effect Lessee's compliance with any restriction, covenant, law, ordinance, order or regulation of Lessor, including, but not limited to, the existence and validity of permits or other approvals for any work or activity being performed on the Leased Premises.

Lessor shall provide Lessee with at least twenty-four (24) hours advance written notice prior to entering the premises unless such notice has been waived by Lessee. Lessor will use its best efforts to inspect the premises at a time and in a manner that minimizes any interference with Lessee's business operations being conducted on the premises.

15. **LESSEE TO INDEMNIFY LESSOR**. Lessee hereby releases Lessor from any and all liability and shall hold Lessor harmless, defend and indemnify Lessor for any and all liability, claims, causes of action, damage and loss or any kind whatsoever, including but not limited to attorneys' fees and costs, for injuries sustained by any person or persons in, upon or about the Leased Premises (including death) or injuries to property (real or personal), unless the basis for the cause of action solely relates to the willful or negligent actions of the Lessor, its employees and agents. For purposes of this provision, "Lessor" shall include its appointed and elected officials, employees, agents, and volunteers.

16. **EXPIRATION OF LEASE TERM**.

a. Unless this Lease is renewed pursuant to Paragraph 5 hereof, at the expiration of the Lease term, Lessee shall peaceably surrender and yield to Lessor, its successors or assigns, the Leased Premises, ordinary wear and tear excepted; provided, however, that Lessee shall be responsible for any damage to the Leased Premises not covered by Lessor's insurance if such damage is caused by fire or other casualty resulting from the negligence, accidental conduct or tortuous conduct of Lessee or Lessee's employees, licensees or invitees.

b. Lessee may not allow any liens to be placed against any of Lessee's equipment or improvements remaining in, about or upon the Leased Premises. Lessee agrees to defend and hold Lessor harmless against any claim, liability or loss that may result for any reason from any lien. Lessor shall have the absolute right to dispose, remove or to retain any equipment not removed from the Leased Premises at the termination or expiration of the Lease, surrender or abandonment of the Leased Premises and shall not be bound or subject to any risk, cost or liability from liens Lessee has permitted to be attached thereto. At the termination of this Lease, the improvements erected on the Leased Premises and any fixtures which are a part thereof, shall remain a part to the Leased Premises and shall be the property of the Lessor. Any trade fixtures which were installed on the Leased Premises by Lessee and which are removable without substantial

damage to the improvements shall remain the property of the Lessee, provided that Lessee shall promptly repair any damage to the improvements on the Leased Premises caused by their removal and that Lessee is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Lessor shall have a lien thereon to secure itself on account of its claims.

c. If the Lessee shall default in surrendering the Leased Premises upon the expiration or earlier termination of this Lease, the Lessee shall be deemed to be "Holding Over" without Lessor' consent and Lessee shall be liable to Lessor for all costs, losses, claims or liabilities (including attorneys' fees) that Lessor may incur as a result of Lessee's failure to surrender the Leased Premises.

17. **QUIET ENJOYMENT**. Lessor covenants and agrees that, so long as Lessee shall not be in default under any of the terms and conditions of this Lease, Lessee shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation from Lessor, or any person or persons claiming under Lessor wherein Lessor shall have previous knowledge of any actions.

18. **SIGNS**. Prior to installation, Lessee shall submit sign proposals to Lessor for Lessor's approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install. Electronic Messaging Centers shall be prohibited. Any sign, device, fixture or other attachment permitted to be installed by Lessee hereunder, shall be installed by Lessee at its own expense and in accordance with the Rules and Regulations attached hereto, all governmental rules, regulations, ordinances, laws and requirements and Lessee shall obtain any and all required permits. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment. Lessee shall keep its sign lighted at such reasonable times as Lessor may require under its Rules and Regulations, or as may be required by ordinance, law or regulation of any governing authority. Lessee shall maintain its sign and keep it in good repair during the term of this Lease. Upon the expiration or earlier termination of this Lease or Lessor's right to possession of the Leased Premises in accordance with this Lease, Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Leased Premises affected by the installation or removal of the signage to the condition satisfactory to Lessor.

19. **DEFAULT**.

a. **Events of Default**. The occurrence of one or more of the following events shall constitute an event of default (each being referred to as an "Event of Default") pursuant to the terms of this Lease:

i. Lessee fails to pay when due any and all monies due hereunder,

including, but not limited to Rent, Additional Rent, and/or any other sums due Lessor by Lessee, and such failure continues after Lessor gives Lessee thirty (30) days written notice; or

ii. Failure by Lessee to secure required insurance pursuant to Paragraph 13 of this Lease, or to cause renewals to be written and policies or copies thereof to be delivered to Lessor at least ten (10) days before the respective expiration thereof; or

iii. The failure of Lessee to comply with or to observe any other terms, provisions or conditions of this Lease performable by Lessee to Lessor's satisfaction, including, but not limited to, compliance with the Rules and Regulations, maintenance, removal, repairs and replacements, and such failure continues after Lessor gives Lessee written notice that Lessee has thirty (30) days to cure the default. If such default cannot reasonably be cured within the thirty (30) day period, Lessee shall be permitted such additional time as is needed to cure the same so long as Lessee has notified Lessor and Lessee has commenced its actions to cure within such thirty (30) day period and such cure thereafter is continuously and diligently undertaken and pursued by Lessee (or its mortgagee) and prosecuted to completion, but in no event longer than ninety (90) days, unless the cure involves repairing or correcting any structural issues where the cure time frame shall be a commercially reasonable time frame;

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

v. Failure by Lessee to abide by any laws, statutes, rules, or regulations relating to the Leased Premises or the Delaware Coastal Airport and Delaware Coastal Business Park and continuing for a period of thirty (30) days after notice by mail is given to Lessee that the violation referred to in such notice has not been corrected;

vi. Lessee shall abandon the Leased Premises or suffer the Leased Premises to become vacant or deserted;

vii. Lessee shall remove or caused to be removed from the Leased Premises Lessee's fixtures, machines, or equipment without Lessor's prior written consent; or

viii. Failure by Lessee to cure immediately after receipt of notice from Lessor, any hazardous condition which Lessee has created in violation of law or this Lease.

b. **Lessor's Remedies**. In the event of Lessee has an Event of Default that has not been cured within the permitted time periods, the Lessor shall have all of the rights and remedies permitted by law, in equity, by statute and otherwise, including, without limitation, the following:

i. **Terminate Lease**. Lessor may terminate this Lease, in which event, Lessee shall remove all personal property from the Leased Premises within sixty (60) days after termination. If Lessee fails to timely remove said personal property, Lessee will be deemed to have abandoned the property, and title for which shall revert to Lessor, and at Lessor's option, Lessor may remove the property. Lessee agrees to pay Lessor the cost of removing the personal property.

ii. **Enter and Cure Default**. If Lessee defaults in the performance of any of its obligations under the provisions of this Lease and if such default shall continue beyond the time periods set forth herein for curing such default, then Lessor may, at its option, enter upon the Leased Premises without terminating this Lease and without being liable to prosecution or for any claim of damages, and do whatever Lessee is obligated to do under the terms of this Lease or otherwise cure any default by removal (including removal of the Improvements), repair or replacement, and cure any such default on behalf of Lessee, and any sums expended by Lessor in the performance of any such obligation of Lessee shall be repaid as Additional Rent, by Lessee to Lessor immediately upon demand, together with interest thereon, at the interest rate of eighteen percent (18%) per annum beginning from the date any such expense was incurred by Lessor. In the event that Lessor determines, in Lessor's reasonable judgment, that it is in best interest of the Lessor for Lessor to complete or perform any of Lessee's obligations under this Lease, Lessor reserves the right to complete or perform any such obligation at Lessee's cost and liability, no written notice being required. This shall not be permitted until the expiration of the time frames in Paragraph 19(a) above.

iii. **Surrender of Premises**. Upon termination of this Lease for any reason

or upon termination of Lessee's right of possession, as provided above, Lessee shall promptly surrender possession to Lessor and vacate the Leased Premises, and Lessor may re-enter the Leased Premises without further notice to Lessee and repossess the Leased Premises by force, summary of proceedings, ejectment or otherwise. Lessor may also dispossess or remove Lessee and all other persons and property from the Leased Premises, and Lessor shall have, hold and enjoy the Leased Premises and the right to receive all rental income therefrom.

iv. **Re-letting**. At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor may re-let the Leased Premises, or any part thereof, in the name of Lessor or otherwise for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of the Lease) and on such conditions (which may include concession or free rent) as Lessor, in its sole and absolute discretion, may determine, and Lessor may collect and receive the rental therefrom. Lessor shall in no way be responsible or liable to Lessee for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any rent due upon such re-letting, and Lessee's liability shall not be affected or diminished in any respect by such failure. In the event Lessor re-lets the Leased Premises at a rental higher than that due from Lessee under the provisions hereof, Lessee shall not be entitled to share in any excess. Lessor, at its option, may make such alterations, repairs and changes to the Leased Premises as Lessor, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Leased Premises, and the making of such alterations, repairs and changes shall not operate or be construed to release Lessee from liability.

c. **Lessee's Obligation**. The expiration of Lessee's right to possession of the Leased Premises shall not relieve Lessee of its liabilities hereunder, and the obligations created under this Lease shall survive any such expiration. In the event of such expiration, whether or not the Leased Premises or any part thereof shall have been re- let, Lessee shall pay to Lessor all Rent and Additional Rent required to be paid by Lessee up to the time of such expiration; and thereafter, Lessee, until the end of the term of this Lease, shall be liable to Lessor and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default(s), the equivalent of the amount of the Rent and Additional Rent which would be payable under this Lease by Lessee if Lessee were still in possession less the net proceeds of any re-letting effected pursuant to the provisions of Section (d) of this paragraph after deducting all of Lessor's expenses in connection with such re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration and repair costs and expenses of preparation for such re-letting.

d. **Current Damages**. Lessee shall pay such current damages ("Deficiency")

to Lessor in a timely manner when due under the terms of this Lease, and Lessor shall be entitled to recover from Lessee each Deficiency as such Deficiency shall arise. At any time after the expiration of Lessee's possessory right to the Leased Premises, Lessor, at its option, may demand as and for liquidated and agreed final damages for Lessee's default(s), and Lessee shall pay to Lessor an amount equal to the difference between the Rent and Additional Rent payable hereunder for the unexpired portion of the Lease Term and then fair and reasonable rental value of the Leased Premises for the same period. Lessee shall also pay to Lessor all of Lessor's expenses incurred in connection with any re-letting including, without limitation, all repossession costs, brokerage commissions, legal expenses of preparation for re-letting. If the Leased Premises or any part thereof is re-let by Lessor for the unexpired term of this Lease Agreement or any part thereof, the amount of rent payable upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the Leased Premises re-let. Nothing herein contained shall limit or prejudice the right of Lessor to prove and obtain as damages, by reason of any default by Lessee, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are to be proved.

e. **Deficiency**. Any suit brought to collect the amount of the deficiency for any month shall not prejudice the right of Lessor to collect the deficiency for any subsequent month by a similar action.

f. **Lessor's Right**. Any action taken by Lessor under this Paragraph shall not operate as a waiver of any right Lessor would otherwise have against Lessee for breach of this Lease, and Lessee shall remain liable to Lessor for any damages suffered by reason of Lessee's default or breach of this Lease. Lessor shall also be entitled to enjoin any breach or threatened breach by Lessee of any of the covenants and conditions of this Lease; and in the event of such breach, Lessor shall have all rights and remedies allowed at law and equity by statute or otherwise. Any and all remedies provided for herein are considered cumulative and not exclusive.

g. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY LAW, IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS ON ANY MATTERS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE AGREEMENT, THE RELATIONSHIP OF LESSOR AND LESSEE, AND/OR LESSEE'S USE OF, OR OCCUPANCY OF, THE LEASED PREMISES AND ANY CLAIM OR INJURY OR DAMAGES RELATING THERETO. IN ANY EVICTION PROCEEDING ARISING OUT OF A DEFAULT BY LESSEE, LESSOR AND LESSEE CONSENT TO AN EXPEDITED OR SUMMARY PROCEEDING TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW.

20. **EMINENT DOMAIN**. The Lessor agrees not to take the Leased Premises by Eminent Domain or similar vehicle to remove the Lessee from the Leased Premises.

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

22. **PARTIAL CONDEMNATION**: If after commencement of this Lease Agreement only a part of the demised premises shall be taken or condemned, Lessor shall be entitled to any award made with respect to the land and any improvements existing on the Leased Premises at the commencement of this Lease and Lessee shall be entitled to any award made for any improvements made by Lessee which are condemned. In the event such condemnation shall leave a portion of the demised premises which in Lessee's sole judgment is usable by Lessee, the Lease Agreement shall remain in full force and effect, but the rents herein reserved to Lessor shall be adjusted so that Lessee shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire Leased Premises. If a portion of the Leased Premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to Lessor and the rental hereunder shall not be abated. Provided however, that Lessee shall have the right to terminate this Lease Agreement if in its sole judgment the premises have been rendered unsuitable for its purpose.

23. **SUBORDINATION.**

a. This Lease shall be subject and subordinate to and may be assigned as security for, any present and future mortgage or deed of trust on or of the Leased Premises and all renewals, modifications, extensions, consolidations or replacements thereof. If requested, Lessee agrees to execute written documents evidencing the subordination of this Lease to, and its assignment as additional security for any mortgage or deed of trust. If Lessor requires Lessee to execute a Subordination Agreement, preparation of the Subordination Agreement shall be Lessor's sole cost and expense.

b. In addition, upon request of any mortgagee of the Leased Premises, Lessee will execute and enter into an attornment and non-disturbance agreement with such mortgagee wherein Lessee will agree that, in the event that such mortgage is foreclosed, Lessee will attorn to the mortgagee or other owner of the Property as Lessee's Lessor and the mortgagee or other owner of the Property will, provided Lessee is not in default under the terms of this Lease, recognize the rights of Lessee under the provisions of this Lease and will not disturb the possession of Lessee hereunder.

24. **PROPERTY RIGHTS RESERVED**: This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which Lessor acquired the Leased Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Lease of said lands from Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by Lessor pertaining to the Delaware Coastal Airport and the Delaware Coastal Business Park. This Lease is expressly subordinate to the terms and conditions of any grant agreement between Sussex County and the Federal Aviation Administration.

25. **ASSIGNMENT AND SUBLETTING**. Lessee shall not have the right to assign this Lease Agreement or sublet the Leased Premises unless the written consent of Lessor is acquired, which consent may be granted or withheld in Lessor's sole discretion Lessee shall not assign or sublet the Leased Premises for a use other than as specified in Paragraph 7 above and shall provide Lessor with at least thirty (30) days' prior written notice of any desired assignment or subletting. All assignments and subletting shall require Lessor's prior review and written approval, which Lessor may withhold or grant in its sole discretion. Unless otherwise agreed, such assignment or subletting shall in no way relieve Lessee of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. Such assignee or Sub-Lessee shall in writing assume all of the obligations to be performed by Lessee hereunder. Lessee agrees to pay for any attorney's fees incurred by Lessor resulting from any sublease or assignment. Lessor reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.

26. **WAIVER**. Waiver by Lessor of any right or remedy available to it in the event of any default hereunder or any breach by Lessee of the terms and conditions of this Lease shall not constitute a waiver of any succeeding default of the same or other terms and conditions of this Lease.

27. **TRANSFER OF LESSOR'S INTEREST**. Lessor shall be entitled to sell, transfer or otherwise convey its interest in the Leased Premises, and any such sale, transfer or conveyance shall operate to relieve Lessor of any of its obligations and responsibilities hereunder, provided that the purchaser or other transferee of such

interest shall expressly assume and agree to perform Lessor's obligations and responsibilities to Lessee hereunder.

28. **RISK OF LOSS FOR IMPROVEMENTS AND PERSONAL PROPERTY**. Lessee agrees that all improvements and personal property located in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for any damage to or loss of such improvements and personal property arising from any acts of negligence nor shall Lessor be liable for any damage to or loss of Lessee's personal property resulting from fire or other casualty, from the leaking of the roof or from the bursting, leaking or overflowing of water and sewer pipes or from malfunctions of the heating, plumbing or electrical systems, or from any other cause whatsoever, except if said damage or loss is caused by the acts or negligence of Lessor or its agents, servants, employees, etc.

29. **APPLICATION OF PAYMENTS**. Lessor shall have the right in its sole discretion to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to Lessor regardless of the instructions of Lessee as to the application of any such payment. The acceptance by Lessor of any rental payment by anyone other than Lessee shall not be deemed to constitute an approval of any assignment of this Lease by Lessee.

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

31. **NOTICES**. All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight delivery service with all charges pre-paid and sent to the address as follows:

If intended for Lessor:

Sussex County Administrator
Sussex County Administration
Building 2 The Circle
P.O. Box 589
Georgetown, DE
19947

With a copy to:

J. Everett Moore, Jr.,
Esquire
Moore & Rutt, P.A.

122 W. Market Street
P.O. Box 554
Georgetown, DE
19947

If intended for Lessee:

Michael Rhodes & Ethan Rhodes
21528 Baltimore Avenue
Georgetown, DE 19947

Either party shall be entitled to change the person or address to which notices shall be given hereunder by giving notice to the other party in accordance with the provisions set forth herein.

32. **NO PARTNERSHIP**. The relationship created by this Lease is that of Lessor and Lessee, and nothing in this Lease shall be construed to make Lessor and Lessee partners. Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or the Leased Premises liable therefore.

33. **PRONOUNS**. All pronouns and any variations thereof used in this Lease shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the Lessor or Lessee be more than one person, these provisions shall be taken to bind and apply to them jointly and severally, or if a corporation, then to its successors and assigns.

34. **COUNTERPARTS; ELECTRONIC SIGNATURES**. This Lease may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.

35. **BINDING EFFECT**. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

36. **PARAGRAPH HEADINGS**. Paragraph headings relating to the contents of particular paragraphs have been inserted for the convenience of reference only and shall not be construed as parts of the particular paragraphs to which they refer.

37. **GOVERNING LAW**. This Lease shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles, and with venue lying in Sussex County. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Lessor-Lessee Code 25 Del. C., § 5101 et seq.

38. **ENTIRE AGREEMENT**. This Lease constitutes the entire agreement between the parties, and it supersedes any and all prior understandings or commitments

concerning the subject matter of this Lease. This Lease shall not be modified or amended except by a written instrument executed by both Lessor and Lessee.

39. **PARTIAL INVALIDITY**. If any provision of this Lease or the application thereof shall to any extent be held invalid, then the remainder of this Lease or the application of such provision other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

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

41. **EXHAUST AND ODORS**. Lessee shall, at its sole cost and expense, install and maintain adequate equipment for the Leased Premises so as to keep any and all unreasonable odors from entering the Common Areas or other Lessees' premises. Lessee shall not cause or permit any unreasonable odors to emanate from the Leased Premises. In the event Lessor notifies Lessee in writing that unreasonable odors are emanating from the Leased Premises, Lessee shall within five (5) days after such notice from Lessor, commence to install, at is sole cost and expense, any necessary control devices or procedures to eliminate such odors and shall complete such installation as expeditiously as possible proceeding in a good faith manner. In the event that Lessee fails to stop unreasonable odors from emanating from the Leased Premises, Lessor may proceed to cure the odor problem at Lessor's discretion and recover all costs and expenses from Lessee.

42. **CONSTRUCTION; FREELY NEGOTIATED.** Lessee and Lessor acknowledge that they have had their respective counsel review this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Lease. Lessor and Lessee agree that this Lease has been freely negotiated by both parties.

43. **LESSEE WARRANTY**. Lessee represents and warrants that Lessee has full power and authority to enter into this Lease, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

44. **LESSOR'S RIGHT OF OFFSET**. Notwithstanding anything contained in this Lease to the contrary, Lessor shall have the absolute right to retain and use any of Lessee's funds or monies in Lessor's possession, no matter what the source of the funds or monies may be, and use any such funds or monies to off-set any payments or outstanding sums owed to Lessor.

45. **HAZARDOUS MATERIALS**. Lessee shall not permit any hazardous materials to be used or stored in the Leased Premises, unless used or stored in full compliance

with any State or Federal regulations and shall hold Lessor harmless from any liability and expense from same in accordance with paragraph 15 hereof. Lessee shall comply with all Federal and State regulations related to the handling or disposal of any materials or byproducts regulated by State or Federal rules, laws or regulations.

46. **TIME OF THE ESSENCE**: Time shall be of the essence for the performance of all terms of this Lease

47. **JOINT AND SEVERAL LIABILITY**: If the Lessee is more than one person or entity, the obligation created by this Lease is intended to be a joint and several obligation of the undersigned.

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

49. **AIRPORT PROTECTION**:

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

b. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Title 14, Code of Federal Regulations, Part 77.

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

50. **COMPLIANCE WITH LAWS**: Lessee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and

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

51. **ECONOMIC NONDISCRIMINATION.** To the extent Lessee engages in any aeronautical activity for furnishing services to the public at the Delaware Coastal Airport, Lessee shall:

a. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

b. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

52. **NON-DISCRIMINATION:**

a. Lessee for its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Lessor and Lessee have caused this lease agreement to be duly executed, the respective date(s) set forth below.

DATED: April 13, 2021

LESSOR

Michael H. Vincent, President
Sussex County Council

By:

Attest:

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 13th day of April, A. D. 2021, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

Barbara L. Albright

NOTARY PUBLIC
Barbara L. Albright

Print Name of Notary Public

My Commission Expires: 7/21/22

BARBARA L. ALBRIGHT
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on July 21, 2022

LESSEE:

Lessee

Witness

Michael D. Rhodes

DATED: July 22, 2021

Witness

Ethan M. Rhodes

DATED: July 22, 2021

STATE OF PA :

: ss.

COUNTY OF Berks :

BE IT REMEMBERED, that on this 22 day of July, A.D. 202_, personally came before me, a Notary Public for the State and County aforesaid, Michael D. Rhodes, a party to this indenture, known to me personally to be such and acknowledged this indenture to be their act and deed, and that the signature thereto is in their own proper handwriting.

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

Commonwealth of Pennsylvania - Notary Seal
JUNE MARIE SNELL - Notary Public
Berks County
My Commission Expires March 20, 2025
Commission Number 1269830

Notary Public

June Marie Snell

Print Name of Notary Public

My commission expires: 3/20/2025

~~~~~~~

BE IT REMEMBERED, that on this 26th day of July, A.D. 2021, personally came before me, a Notary Public for the State and County aforesaid, Ethan M. Rhodes, a party to this indenture, known to me personally to be such and acknowledged this indenture to be their act and deed, and that the signature thereto is in their own proper handwriting.

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

JENNA PAIGE MUMFORD
MY COMM. EXPIRES
NOTARY
PUBLIC
12-21-2022
STATE OF DELAWARE

Notary Public

Jenna Paige Mumford

Print Name of Notary Public

My commission expires: 12-21-2022
~~~~~~~

EXHIBIT A

LEGAL DESCRIPTION, CONCEPT PLAN AND FINAL SITE PLAN

BK 03200 PG 150

bsd builders supply of delmarva, inc.

(302) 855-0919
107 Depot Street
Georgetown, Delaware 19947

To: Steve Masten

Regarding: Property located at Sussex County Industrial Park - Lot 21

Builders Supply of Delmarva is and has been a family run business since founded in 1986 by Michael Rhodes. BSD is now operated by his son, Ethan M. Rhodes. BSD now conducts our business on the property of 107 Depot Street, Georgetown, DE. We are known in our industry as a Millwork Company. We supply building materials to many builders, contractors, developers and home owners here in our local area. We supply our customers with the following:

- Millwork
- Windows
- Doors
- Siding
- Kitchens
- Interior Trim Package
- Hardwood Flooring
- Other related activities

We are looking to move out to the Industrial Park to expand our business. We have out grown our current location and we are very excited about possibly moving to the Industrail Park.

RECORDER OF DEEDS
JOHN F. BRADY
05 SEP 14 AM 9:40
SUSSEX COUNTY
DOC. SURCHARGE PAID

Thank you for the Consideration,

Ethan M. Rhodes

Ethan M. Rhodes

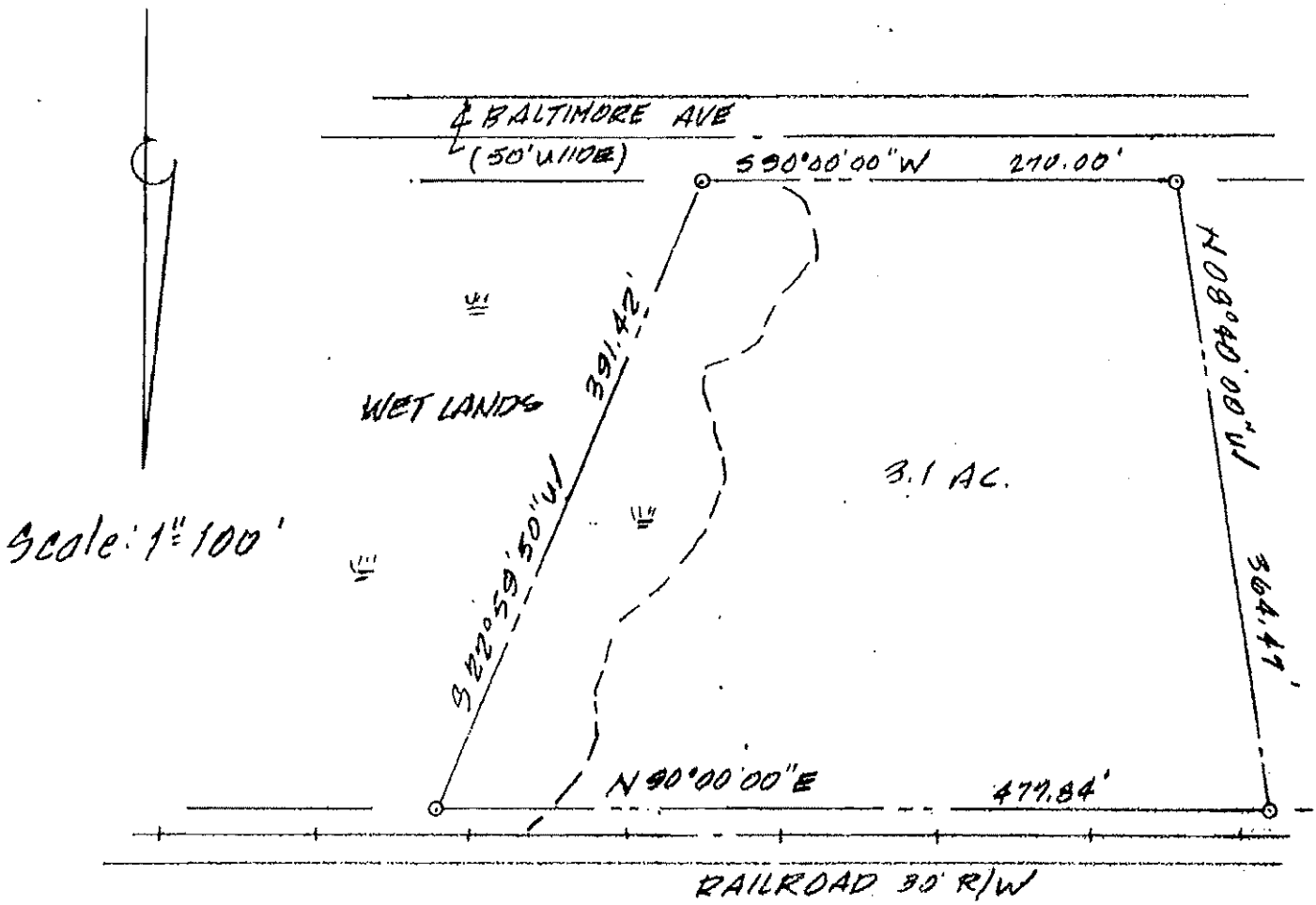
Received
SEP 15 2005
ASSESSMENT DIVISION
OF SUSSEX CTY

PEACHTREE

ANDERSEN WINDOW AW CENTER

APPENDIX A

3200 -149



Lot 21
SUSSEX COUNTY INDUSTRIAL PARK
Prepared for
BUILDERS SUPPLY OF DELMARVA

"THIS PLATTED AREA IS NOT WITHIN THE JURISDICTION OF THE COUNTY PLANNING AND ZONING COMMISSION 9/14/05 SA."

3/29/04
CHARLES L. COFFMAN II , DE. P.L.S. #505

CHARLES L. COFFMAN II
LAND SURVEYING
P.O. BOX 1060 • BETHANY BEACH, DE 19930
302-537-1000

0403-18

EXHIBIT B

RULES AND REGULATIONS

The Rules and Regulations entitled, "Delaware Coastal Business Park Rules, Regulations and Restrictions," shall remain in effect for the duration of this Lease unless amended in a writing executed by both parties.

The Lessee agrees as follows:

Delaware
COASTAL
BUSINESS PARK

DELAWARE COASTAL BUSINESS PARK
RULES, REGULATIONS AND RESTRICTIONS

I. PURPOSE

The purpose of the Delaware Coastal Business Park shall be to provide locations for the development of light to moderate industrial manufacturing, warehousing, wholesale and limited research establishments which, because of their type and nature, would be compatible with or adjacent to residential areas while still providing attractive landscaping, and a better working environment. The emphasis will be on employment rather than warehouse space. Also, the purpose is to provide guidelines and performance standards, which will control and confine any offensive features (i.e., noise, vibration, heat, smoke, glare, dust, objectionable odors, toxic wastes or unsightly storage) to the confines of the premises and within enclosed buildings or within a visually enclosed space.

II. LAND USE CRITERIA

1. **Permitted uses. Permitted uses shall be as follows:**

   a. Manufacturing, assembling, converting, altering, finishing, cleaning, cooking, baking or any other type of manufacturing or industrial processing of any goods, materials, products, instruments, appliances and devices, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices and cafeterias for the exclusive use of in-house staff and employees.

   b. Research, design, testing and development laboratories.

   c. Printing, publishing, binding, packaging, storage and warehousing.

   d. Business, medical, professional or administrative offices.

   e. Municipal and public services and facilities, such as utility supply areas (i.e., water, sewer and electric), distribution facilities and substations.

   f. Heating, ventilating, cooling and refrigeration manufacturing.

   g. General light industrial, manufacturing, warehousing and storage uses, including enclosed storage of products, materials and vehicles, and including the following uses and any similar uses which are not likely to

create any more offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences than the minimum amount normally resulting from other uses listed, such listed uses being generally wholesale establishments, service industries and light industries that manufacture, process, assemble, store and distribute goods and materials and are, in general, dependent on raw materials refined elsewhere, and manufacture, compounding, processing, packaging or treatment, as specified, of the following products or similar products:

Agricultural, business, commercial or office uses permitted in any business or commercial district; and

Medical and dental equipment, drafting, optical and musical instruments, watches, clocks, toys, games and electrical or electronic apparatus.

h. Wholesale merchandising or storage warehouses, provided that such uses are not objectionable by reason of odor, dust, noise or similar factors.

i. Telephone central offices, provided that all storage of materials, all repair facilities and all housing of repair crews are within a completely enclosed area.

j. Data centers.

All uses must be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except that these items shall be shielded from public view by a landscaped screen that may include a fence or wall.

2. Prohibited Land Use:

a. No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the site or affecting any adjacent property:

(1) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;

(2) Smoke;

(3) Noxious, toxic or corrosive fumes or gases;

(4) Obnoxious odors;

(5) Dust, dirt, or fly ash; and

(6) Unusual fire or explosive hazards.

b. The operation and use of drilling for and removal of oil, gas, or other hydrocarbon substances on any property subject to these Covenants shall not be permitted without the prior written consent of Sussex County.

c. The following operations and uses are expressly prohibited on all property subject to these Covenants:

(1) Residences, including trailer courts.

(2) Manufacturing uses involving production of the following products from raw materials: asphalt, cement, charcoal and fuel briquettes; chemicals; aniline dyes, ammonia, carbide, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (both natural and manufactured) of an explosive nature, potash, petro chemical, pyroxylin, rayon yarn and hydrochloric, nitric, picric, phosphoric and sulfuric acids; coal, coke and tar products, including gas manufacturing, explosives, fertilizers, glue and size (animal); linoleum and oil cloth, matches, paint, varnishes and turpentine; rubber (natural and synthetic); and soaps, including fat rendering.

(3) Dumps, junkyards, automobile salvage and dismantling plants/yards, storage areas or operations for the storage or resale of used automobile or other machine parts.

(4) Operations involving slaughterhouses, stockyards or slag piles.

(5) Storage of explosives and bulk or wholesale storage of gasoline above ground.

(6) Quarries, stone crushers, screening plants and all associated uses.

(7) The following processes: refining, smelting and alloying of iron, tin, zinc and other metal or metal ores; refining petroleum products such as gasoline, kerosene, naphtha and lubricating oil; and reduction and processing of wood pulp and fiber, including paper mill operations.

(8) Drilling for the removal of any hydrocarbon substances.

(9) Fertilizer or Compost Facilities.

(10) Commercial Excavation of Building or Construction Materials.

(11) Distillation of Bones.

(12) Dumping, Disposal, Incineration, or Reduction of Garbage, Sewage, Offal, Dead Animals or Refuse.

(13) Animals of any kind including the Raising of Pets or Livestock or other animals.

3. No Immoral of Unlawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed and followed at all times.

III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

1. Building-to-Land Ratio:

The ratio of building coverage (building structure only) to the Site area will be subject to the review and approval of Sussex County.

2. Setbacks:

The placement of any structure or improvement and the distance to a property line on any Site will be subject to the review and approval of Sussex County.

3. Exceptions to Setback Limitations:

Any exception to a setback limitation, including Roof overhang, steps, walks, and access drives from the street, paving and associated curbing, and landscaping will be subject to the review and approval of Sussex County.

4. Off-Street Parking Areas:

Off-street parking will be subject to the review and approval of Sussex County and shall be in compliance with Sussex County Zoning Code, Article XXII. Off-Street Parking, §115-162, *et. seq.*

5. Off-Street Loading Areas:

Off-street loading will be subject to the review and approval of Sussex County and shall be in compliance with Sussex County Zoning Code, Article XXIII. Off-Street Loading, §115-167, *et. seq.*

IV. ARCHITECTURAL AND AESTHETIC STANDARDS

1. Landscaping and Limitations on Cutting Natural Growth:

a. Every site on which a building shall have been placed shall be landscaped according to plans approved by Sussex County as specified herein and maintained thereafter in a slightly and well-kept condition.

b. Any part or portion of the Site which is not used for buildings, other structures, loading or parking spaces and aisles, sidewalks are designated storage areas shall be planted with an all-season ground cover and shall be landscaped with trees and shrubs in accordance with an overall landscape plan and shall be in keeping with natural surroundings. A replacement program for non-surviving plants should be included.

c. The Site Lessee, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks and driveways crossing the required landscape area.

d. The Site Lessee, lessee or occupant shall provide hose bibs in the vicinity of the landscaped areas on improved properties.

e. Landscaping as approved by Sussex County shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.

f. The Lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. Should the Lessee or occupant of any Site fail to remedy and deficiency in the maintenance of the landscaping within twenty (20) days after written notification, Sussex County hereby expressly reserves the right, privilege and license and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Lessee.

g. The Site Lessee shall preserve as much of the natural growth on a Site as practically possible. Special care should be exercised during any construction so that existing trees are not damaged.

h. The plot plan must show a satisfactory method of irrigating all planted areas. This may be either by a permanent water system or by hose.

i. Building interior ceiling height must be a minimum of 20 ft., floor to outside walls.

2. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

a. Any building erected on a Site will be subject to the review and approval of Sussex County and shall conform to the following construction practices and meet the Sussex County Building Code in effect at the time.

(1) Exterior front and side walls must be finished on the exterior with the following:

(a) architectural masonry units, (excluding concrete block and cinder block);
(b) natural stone;
(c) precast concrete with prior approval by Sussex County;
(d) steel;
(e) aluminum;
(f) glass materials; or
(g) their equivalent as approved by Sussex County. Rear exterior walls may be block masonry as defined below.

Minimum standards shall require that thirty (30) percent of the front building exterior and any front lots abutting Park Avenue be approved masonry finish as defined above. Side building walls facing interior park roadways must also have a minimum of thirty (30) percent of approved masonry finish. A masonry block wall (i.e., concrete or cinder block) may be used for a rear building wall only, if the masonry block wall is appropriately pained and meets the approval of Sussex County. These requirements also apply to any accessory building other than temporary structures as defined in paragraph 2 below.

Finish building material shall be applied to all sides of a building, which are visible to the general public as well as from neighboring property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Any exception to the exterior construction standards, methods, or design shall be subject to the review and approval of Sussex County.

(2) Temporary Improvements – No temporary improvements of a temporary nature, including trailers, incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as

inconspicuously as possible and are removed immediately after completion of such construction.

3. Signs:

Plans and specifications for the construction, installation, or alterations of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Sussex County.

The following signs shall be permitted:

a. Those identifying the name of the person or firm occupying the Site subject to the following criteria:

(1) Signs shall be limited to one (1) per Site. Each sign may be lighted but shall not exceed thirty-two (32) square feet in size.

(2) Electronic Messaging Centers shall be prohibited.

(3) All signs mounted on a building must identify the primary company name only and shall not be an advertising vehicle. Generally, an identifying sign may be mounted on one wall except that, at the discretion of Sussex County, a smaller sign or logo may be permitted on another exposure.

(4) Logos: A logo for a single or multi-line sign, or a logo to be mounted separately, must be sized with the total sign area allowed.

(5) No logos or other signs may be mounted so as to project above the roofline of any facility nor can same be ground mounted under any circumstances.

(6) Prior to installation of a sign on any Site, Lessee shall submit sign proposals to Sussex County for its approval and consent as to the size, height, type, and location of any on premise sign Lessee seeks to install. Final approval will be based on reasonable architectural standards and overall balance as same applies to identification displays. It should also be understood that Sussex County must approve the manner in which the sign is constructed, lighted and mounted.

(7) All Lessees shall maintain its sign and keep it in good repair during the term of its Lease. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture or other attachment.

(8) Lessee shall keep its sign lighted at such reasonable times as Lessor may require under these Rules and Regulations, and as may be amended from time to time.

(9) Upon the expiration or termination of any Site Lease or the Site Lessee's right to possession of the Site, or the Site Lessee's vacation of the Site, Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Site affected by the installation or removal of the signage to the condition satisfactory to Sussex County.

4. Outdoor Storage:

a. Unless specifically approved by Sussex County in writing, no materials, supplies or equipment (including company owned or operated vehicles) including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or public street.

b. Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by Sussex County in writing, no materials, supplies or equipment shall be stored on the Property except inside a close building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets and property.

5. Maintenance Requirement, Refuse Collection, and Prohibition of Junk Storage:

a. Each Site Lessee, or occupant shall at all times keep his premises, buildings, improvements and appurtenance in a safe, clean, neat, and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Lessee shall provide for the removal of trash and rubbish from his premises. The Sites shall not be used for storage of any scrap materials without the prior written approval of Sussex County.

b. During construction, it shall be the responsibility of each Site Lessee to insure that the construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner.

6. Utilities Placement and Design:

Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the property:

a. Antennas: No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building whether attached to an improvement or otherwise, without the prior approval of Sussex County.

b. Utility Service: No lines, wires, or other devices for the communication of transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cable, constructed, placed and maintained underground or concealed in, under, or on buildings, or other improvements as approved by Sussex County, Site Lessee, provided electrical transformers may be permitted if properly screened and approved by the Sussex County. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approve improvements.

c. Mail Boxes: No mail or other delivery boxes shall be permitted on the Property unless approved by Sussex County.

d. Mechanical Equipment: All mechanical equipment, including roof mounted shall be enclosed or screened so as to be an integral part of the architectural design.

7. Repair of Buildings:

No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8. Compliance with Governmental Authorities:

Construction and alteration of all improvements shall be performed in accordance and comply with the requirements of all applicable governmental authorities.

V. IMPLEMENTATION

1. Architectural Review and Approval of Building Plans – Procedures:

Before applying for a building permit and commencing the construction or alteration of all buildings, enclosures, fences, loading areas, parking facilities, or any other structures or permanent improvements ("improvements") on or to any Site, the Lessee of any Site shall first submit plans and specifications and landscape plans to Sussex County for its written approval, as hereinafter provided.

No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to these Covenants until plans and specifications showing plot layout an all-exterior elevations, with materials and colors therefore and structural design, signs, and

landscaping, shall have been submitted to and approved in writing by Sussex County, and a copy of such plans and specifications prepared by the signature of the Lessee of the Site or his authorized Agent specifying for which part of such plans and specifications approval is sought.

Approval shall be based, among other things, on adequacy of Site dimensions, storm drain considerations, conformity and harmony of external design with neighboring sites, relation of topography, grade and finished ground elevation of the Site being improved to neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.

Sussex County shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which Sussex County, in its sole discretion, may deem in the best interests of the Industrial Park and the Lessees or prospective lessees of other sites therein.

If Sussex County fails either to approve or disapprove such building and site plans and specification within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that Sussex County has disapproved said plans and specifications.

Neither Sussex County nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Sussex County for approval agrees, by submission of such plans, and every Lessee of any said Property agrees, by acquiring a leasehold interest therein, that the Lessee will not bring any action or suit against Sussex County to recover such damages. In case of conflict between plan review and the Covenants herein contained, these Covenants shall govern the rights and obligations of the parties.

Building must be constructed in accordance with the plans as approved by Sussex County. Any modification to the approved plans, during construction, which affects the intent of these Covenants, must be approved by Sussex County before the modification to the building is constructed. Lesser shall give written notice of completion of improvements to Sussex County upon completion of said improvements.

2. Enforcement:

Said Covenants shall be jointly and severally enforceable by Sussex County and its successors and assigns and by any Site Lessee and its successors and assigns, provided, however, that only Sussex County or its assignees, shall have the right to exercise the discretionary powers herein reserved to Sussex County.

Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give Sussex County or its assignees in addition to all other remedies, the rights (but not the obligation) to enter upon the land which such violation or breach exists and summarily to abate and remove any structure or correct any condition that may constitute such violation or breach at the expense of the then Lessee of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from Sussex County or its said assignees to the Lessee of the premises on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice, by certified or registered mail, postage prepaid, to the Lessee of such premises at his or its last known address.

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

If Sussex County prevails in any legal or equitable proceeding seeking to restrain the violation of or enforce any provision herein, of challenging the enforceability of any provision herein, Sussex County shall be entitled to attorneys' fees in the trial and appellate court proceedings; and costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fees and transcript charges), injunction bond premiums, travel and lodging expenses, all fees and charges, and all other reasonable costs and expenses. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

3. Repurchase Rights:

In the event any Lessee or its assigns shall not have substantially completed the construction of a permanent building upon a Site within two (2) years of the date of the execution of the Lease by Sussex County conveying a leasehold interest in that Site said Lessee, Sussex County shall have an option to repurchase said Site for the original purchase price and enter into possession of said Site. This option to repurchase must be exercised in writing within ninety (90) days after the expiration of the two (2) year period following the execution of the Lease referred to above. Settlement of the repurchase shall take place within sixty (60) days of the exercise of the option to repurchase and shall be at location to be designated by Sussex County. All costs of recording, transfer taxes, documentary stamps and all other excise taxes arising form said Settlement, will be paid for by said Lessee or assigns.

Anything in this paragraph V.3. to the contrary notwithstanding. Sussex County, its successors and assigns may extend, in its sole discretion and in writing, the time in which such construction must be completed by Lessee upon Sussex County's receipt of a request for extension by Lessee upon Lessee's demonstration of its diligence in pursuing completion of said construction.

VI. MISCELLANEOUS

1. Failure to Enforce Not a Waiver of Rights:

Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in the Industrial Park or of any other provision of these Covenants. The failure of Sussex County or any Site Lessee to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

2. Mutuality, Reciprocity:

Runs with Land. All covenants, conditions, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor or every other parcel; shall create reciprocal rights and obligations between the respective lessees of all parcels and privities of contract and estate between all grantees of said parcels, their heirs, successors, and assigns, operate as Covenants running with the land for the benefit of all other Sites. Sussex County reserves the right, however, from time to time hereinafter to delineate, plot, grant or reserve within the remainder of the Industrial Park not hereby conveyed such public streets, road, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Industrial Park (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to the County of Sussex and/or to appropriate public utility corporations.

3. Fee:

Each years, as part of the fiscal year and budget of the Sussex County Government, the Council shall include an estimate of the total amount which it considers necessary to pay the cost of the maintenance, management, operation, repair and replacement of and in the common area and provide for an assessment for fees against each lessee in a proportion to their respective site to the total number of sites available in the Delaware Coastal Business Park. Said assessment shall be invoiced at the same time as the annual taxes and to be paid within 30 days of invoice.

Revised May 2019

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

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

RE: ***Public Safety Complex Water Source Heat Pump Replacements, Project G27-01***
A. Recommendation to Award

DATE November 17, 2026

The HVAC systems which serve the Dispatch, Call Taking and Emergency Operations Center within the Public Safety Complex are at the end of their service life. The three, 25-ton systems are original to the facility which operates 24/7/365 and was constructed in 2008. In recent months, the systems have been breaking down more frequently due to the sheer number of hours the systems have operated, compromising the redundancy of always having one system offline in standby.

The Engineering Department developed the Final Bid Documents for the project in-house, working closely with the Facilities Management Team and Siemens, the Building Automation System vendor for the facility. The primary goal of the design was to increase the efficiency of the systems and the way they operate, without affecting the redundancy that was built into the original design due to the critical nature of the facility. Equipment options from several different vendors were explored before the Engineering Department settled on Trane as the basis of design. The Trane system is able to modulate the supply fan speed to better match the demand within the spaces being served, something the existing units can't do. It will also seamlessly integrate into the existing Siemens Building Automation System.

The project was advertised for public bid on October 16, 2026 and October 23, 2026. On October 28, 2026, a mandatory pre-bid meeting was held with three (3) vendors in attendance.

The lowest bidder was Joseph T. Richardson, Inc. with a total bid of $325,000.00. **The Engineering Department has reviewed the bids and recommends award of the project to Joseph T. Richardson, Inc. for a total amount of $325,000.00.**

Sussex County
BID TABULATION SHEET

Project: Public Safety Complex Water Source Heat Pump Replacements
Project No.: G27-01
Award Date: TBD
Awarded Bidder: TBD

Bidder	Total Bid
Joseph T. Richardson, Inc.	$325,000.00
Statewide Mechanical, Inc.	$447,800.00

ENGINEERING DEPARTMENT

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

(302) 855-7370 T
(302) 854-5391 F
mark.parker@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Mark Parker, Assistant County Engineer

RE: **Coastal Business Park, Water Storage Tank Modifications – Project A26-09**
A. Change Order No. 1

DATE: November 17, 2026

In 2024 USG Water Solutions, an infrastructure asset management company, conducted an inspection of two (2) water tanks located at the Business Park as well as the Dewey Beach elevated water storage tank to provide recommendations for immediate and future repairs and maintenance. Based on these recommendations, JMT developed a scope of work to review various options, and a purchase order was established in November 2024, in the amount of $92,540.00 of which approximately 12% was expended to prepare a Technical Memorandum dated June 10, 2025 which outlined specific options and recommendations related to water storage needs at the Business Park Water Plant.

After reviewing the (i) tank capacity, (ii) required upgrades and (iii) future maintenance of the two (2) existing tanks at the Coastal Business Park dating from the 1970s/80s, JMT outlined the following three (3) options in the Memorandum:

1) Increase Capacity of the newer glass-lined Aquastore Tank from 326,000 to 417,000 gallons by adding a four-foot wall section while demolishing the two (2) old steel tanks
2) Demolish the 1980s steel tank and rehabilitate the other steel tank including piping modifications
3) Demolish both steel tanks and construct a new Aquastore tank

Table 1: Cost Summary of Consolidation Options

	Construction Cost	Demolition Cost	Rehabilitation Cost	Total Cost	Storage Volume (G)
Option 1	$255,000	$170,000	$0	$425,000	417,000
Option 2	$0	$85,000	$550,000	$635,000	476,000
Option 3	$600,000	$170,000	$0	$770,000	506,000

Both JMT and the Engineering Department agreed to pursue Option 1, which increases the capacity of the existing newer tank while demolishing the older steel tanks allowing the County to have sufficient water storage capacity, while eliminating unnecessary future maintenance.

The Engineering Department advertised a request for Miscellaneous Engineering Services proposals in March 2024. On May 14, 2024, Council approved a motion selecting four (4) consulting firms to provide professional services for a 5-year period: Davis, Bowen & Friedel (DBF); George Miles and Buhr (GMB); Johnson, Mirmiran & Thompson, Inc. (JMT); and Arcadis U.S., Inc. At the Engineering Department's request, JMT provided a focused scope of work based on Option 1, which replaced an earlier issued task order that covered a broader design scope. Council subsequently authorized JMT's proposal as Contract Amendment No. 2 on July 15, 2025 in the not-to-exceed amount of $56.960.00

During design development, the Engineering Department requested JMT to provide additional services related to coordination with the targeted water tank air stripper for equipment assessment and selection, and also establishing an advance material procurement program in order to reduce construction timing and overall project cost. These services were not included in the original approved scope of work. At the recommendation of the Engineering Department, Council approved the additional services on April 14, 2026 in the amount of $18,250.00 which is represented as Amendment No. 6 of JMT's base Professional Services Agreement.

Final Contract Documents for the water tank modifications were subsequently completed and the project was issued for public bid on April 16, 2026, and on May 13, 2026 a total of four (4) bids were received. After careful review of all bids, it was determined that A-Del Construction, Inc. submitted the lowest responsive and responsible bid. On June 2, 2026 at the recommendation of the Engineering Department, Council awarded the Contract to A-Del Construction Inc in the amount of $634,000.00

Construction activities ramped up toward the end of June with initial site work and access provisions, followed by extensive supply and distribution water piping modifications and demolition of the two older steel storage tanks. During the course of the work, a number of scope changes were requested by the County and/or necessitated by the discovery of unknown field conditions. The most significant changes involve additional modifications to the water piping network due to dimensional and fitting constraints discovered in the field. Other changes involved the decision to retain in place the existing concrete foundation for the two steel tanks targeted for demolition as well as the need to replace faulty heat trace cable and pipe wrap found in sections of the supply water piping that is to remain in use.

There are a total of seven (7) individual scope changes included in change Order No. 1 which are summarized below, and involve either a cost charge or a cost credit depending on the work scope.

- Tank #3 6-inch water supply repairs (charge)
- Water distribution piping modifications (charge)
- Yard stone working pad with drainage outfall (charge)
- Tank #1 concrete foundation retainage (credit)
- Tank #2 concrete foundation retainage (credit)
- Pedestrian bridge footing modifications (credit)
- Water distribution piping additional supports (charge)

The Engineering Department has reviewed all costs submitted by the Contractor for the various work scope changes and recommends approval of Change Order No. 1 in the net amount of $77,442.16.

SUSSEX COUNTY
CHANGE ORDER REQUEST

A. ADMINISTRATIVE:

1. Project Name: BUSINESS PARK WATER STORAGE TANK MODIFICATIONS
2. Sussex County Project No. A26-09
3. Change Order No. 1
4. Date Change Order Initiated - 11/10/2026
5. a. Original Contract Sum $634,000.00
   b. Net Change by Previous Change Orders $ 0
   c. Contract Sum Prior to Change Order $634,000.00
   d. Requested Change 77,442.16
   e. Net Change (No. of days) 0
   f. New Contract Amount $711,442.16
6. Contact Person: Mark Parker, 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

X 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Change Order No. 1 is a result of additional and/or altered work scope requested by the Owner and agreed to by the Contractor. Change Order No. 1 is comprised of the following seven (7) individual work items:

Work Item (PCO):

1. Tank #3 6-inch water supply repairs: $4,099.27 (charge)
2. Water distribution piping modifications: $65,958.36 (charge)
3. Yard stone working pad with drainage outfall: $16,805.02 (charge)
4. Tank #1 concrete foundation: ($15,791.19) (credit)
5. Tank #2 concrete foundation: ($10,641.06) (credit)
6. Pedestrian bridge footings: ($768.00) (credit)
7. Water distribution piping additional supports: $17,779.76 (charge)

Total Change Order Cost: $77,442.16 (charge)

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes X No _____

E. APPROVALS

1. A-Del Construction Co., Inc.

_____ 11/11/26
Signature Date

Glen C. Kolb
Representative's Name in Block Letters

2. Sussex County Engineer

_____
Signature Date

3. Sussex County Council President

_____
Signature Date

October 14, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
PCO 01 – Install 6 Inch Water Supply to Storage Tank #3

Dear Mr. Parker,

OVERVIEW

During the modifications of the water Storage Tank # 3, the 6 inch supply line was not correctly re-attached to the tank by the subcontractor. Mr. Joe Touchton requested our crew to excavate and remove the leaking line and replace the materials as necessary and reinstall the line. The line and fittings will be insulated once the insulator is onsite. We have attached a copy of the support documentation for your review.

We are requesting the Amount Of: **($ 4,099.27) Four Thousand Ninety-Nine Dollars and Twenty Seven Cents** for this extra work. Pricing can be held for 60 days.

Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Enclosures: (14) ADEL Summary Worksheet, Labor, Equipment, Photograph, ADEL T&M Ticket, EquipmentWatch Reports, Material Invoices

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc. *Date:* **10/14/2026**
Sub-Contractor: *Contract No.:* **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 1

WORK DESCRIPTION
Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation
SUMMARY

(1)	*LABOR*			$1,116.00
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	$1,116.00
			PLUS 5% Profit	$55.80
			PLUS 10% Overhead	$111.60
			TOTAL LABOR	$1,283.40
(2)	*MATERIALS*			$1,104.66
			PLUS 5% Profit	$55.23
			PLUS 10% Overhead	$110.47
			TOTAL MATERIALS	$1,270.36
(3)	*EQUIPMENT*			$597.46
			PLUS 10% Overhead	$59.75
			TOTAL EQUIPMENT	$657.21
(4)	*SERVICE*			$700.00
			Service PLUS 10% Administrative Cost	$70.00
			TOTAL SERVICE INVOICE	$770.00
(5)	*INSURANCE & TAXES*			
	Public Liability & Property Damage	10.60		$118.30
	Workman's Compensation	14.55		$0.00
	Unemployment & Social Security	18.05		$0.00
			SUB-TOTAL	$118.30
(6)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			$4,099.27
(7)	*BOND*	$0.00	*PER $100.00*	$0.00
(8)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				$4,099.27

Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation

LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
8/13/2026	Jeff Paddock	Foreman	$0.00	$95.00	7.00	$665.00	
	Joe Shanahan	Operator	$0.00	$73.00	2.00	$146.00	
	Joe Shanahan	Labor	$0.00	$61.00	5.00	$305.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00	**Sub-total sheet:**		$1,116.00	

BENEFITS: H & W **$0.00** **Total Labor-** 14.00 **$1,116.00**

Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation
MATERIALS

CONTRACT # A26-09 **DESCRIPTION:**

F/A DATE	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	1.00	Ea	6" 90 Degree Bend	$ 181.96	$ 181.96
	1.00	Ea	6" Sleeve	$ 164.88	$ 164.88
	2.00	Ea	6" MegaLug	$ 93.69	$ 187.38
	4.00	Ea	6" One-Lok PVC Trans Dom	$ 76.24	$ 304.96
	8.00	Ea	DucLugs	$ 12.39	$ 99.12
	12.00	LF	3/4" SS Rod 2 10'	$ 12.93	$ 155.16
	8.00	Ea	3/4" SS Nuts	$ 1.40	$ 11.20
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Sub-total materials sheet:		$1,104.66

TOTAL MATERIALS- **$1,104.66**

Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation
EQUIPMENT

CONTRACT # **A26-09** **DESCRIPTION:** **Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation**

DATE	*EQUIPMENT*	*MAKE*	*MODEL*	*EQUIP #*	*RATE/HR.*	*HOURS*	*AMOUNT*
8/13/2026	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	7.00	$407.54
	John Deere Excavator	JD	135G	EX-38	$94.96	2.00	$189.92
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
TOTAL EQUIPMENT-							$597.46

Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation

SERVICE CONTRACT # **A26-09**

DESCRIPTION:
Remove/Replace 6 Inch Supply line to Water Tank #3 w/ insulation

DATE	*NAME*	*PRICE*
	Retro Insulation	$ 700.00
	SERVICE TOTAL	**$ 700.00**


BUSINESS PARK WATER TANK (46P039)
Jeff Paddock (JEFPAD01)
38.68979, -75.351192 | 256.0° W
08/13/2026
03:08 PM EDT

A-Del Construction Co., Inc.

10 Adel Drive
Newark, DE 19702-1331
1-302-453-8286, voice
1-302-453-9550, facsimile

DAILY FORCE ACCOUNT/CHANGE ORDER/T&M TICKET 4827

OWNER:	DATE: 8/13/26
ADDRESS:	PAGE #: 1 of 1
JOB NAME:	JOB No.: 4aP039
PURCHASE -or- CHANGE ORDER No.:	

DESCRIPTION OF WORK: rebuild and connect 6" supply to tank #3

NAME OF EMPLOYEE	CLASS	REG. HOURS	RATE (office use)	O/T HOURS	O/T RATE (office use)	AMOUNT (office use)
JEFF Padock	Fore.	7 hr				
Joe Shanahan	Oper	2				
11	Labor	5				

MATERIALS (to include any disposal/dump fees)	INV. -or- TICKET #	QTY.	UNIT(S)	UNIT PRICE (office use)	AMOUNT (office use)
6" ONE-lock pvc Trans/DI					
Acc Domes					
SS 3/4 Rod + Nuts					
6" Sleeve					

EQUIPMENT (to include trucking)	EQUIP. NO.	MAKE	MODEL	HOURS	RATE (office use)	AMOUNT (office use)
F-350	VB-320	Ford	F-350	7		
Ex 38				2		

APPROVED: _____ CONTRACTOR

APPROVED: _____ OWNER

PLEASE READ BEFORE SIGNING

*Signature required before proceeding along with customers P.O./C.O. numbers. Customer represents that the signer has full authority to authorize this change. Customer agrees to pay for this change within thirty (30) days from invoice date generated representing this change. No retainage will be withheld from payment of this change by the customer. This change order agreement is non-negotiable and supercedes any other agreement(s) entered in to. Payments not received by A-Del Construction Co., Inc. within thirty (30) days will be subject to a 1.5% per month damages charge. Any attorney fees required to collect outstanding amounts due shall be the responsibility of the customer.

RETRO
INSULATION

Mechanical & Plumbing Insulation Specialists

TO: Glen at ADEL

FROM: Cindy Maitland, cindym@retroinsulation.com
Jen Coady, jenniferc@retroinsulation.com
Dennis Roller, Jr. dennisr@retroinsulation.com

SUBJECT: Sussex Business Park Water Storage Tank Mods.

DATE: 10/12/2026, sent via email

In response to your request, we are pleased to provide a proposal for Sussex Business Park Water Storage Tank Modifications, per plans dated 4/16/2026.

Domestic Water Piping:	$37,500.00
Breakout for 6" Supply piping:	$700.00
Allowance for 6" Aerator:	$875.00

1. Wage scale not indicated or included.
2. Exterior Domestic water spec'd and quoted fiberglass insulation with aluminum jacketing per Sheet note 1/C-1.2.
3. Signed quote and approved submittals are required prior to mobilization.

*This price does not include demo, handicap lavatory insulation kits, repairs to existing insulation, painting, labeling, fireproofing, saddles, grooved couplings, heat trace, and trash disposal.

Proposal valid for 90 days.

Respectfully,
The Retro Team

Accepted By: _____ Date: _____

Print Name: _____

EquipmentWatch.

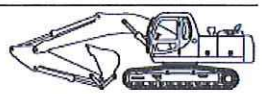
www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for EX-38 in All Saved Models

October 5, 2026

Deere 135G (disc. 2023)
Crawler Mounted Hydraulic Excavators



Size Class:
14.5 - 16.4 mt
Weight:
N/A

Configuration for 135G (disc. 2023)

Horsepower	**97.0 hp**	Operating Weight	**16.41 mt**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	**USD $11,195.00**	**USD $3,135.00**	**USD $785.00**	**USD $120.00**	**USD $31.69**	USD $95.30
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: **99.47%**)	**(USD $59.52)**	**(USD $16.67)**	**(USD $4.17)**	**(USD $0.64)**		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $11,135.48**	**USD $3,118.33**	**USD $780.83**	**USD $119.36**	**USD $31.69**	USD $94.96

Non-Active Use Rates

	Hourly
Standby Rate	USD $34.73
Idling Rate	USD $74.27

Active Rate to Submit

USD $94.96

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	**29.81%**	**USD $3,337.42**/mo
Overhaul (ownership)	**45.1%**	**USD $5,049.38**/mo
CFC (ownership)	**14.87%**	**USD $1,665.14**/mo
Indirect (ownership)	**10.21%**	**USD $1,143.06**/mo
Fuel (operating) @ **USD 5.97**	**34.71%**	**USD $11.00**/hr

Revised Date: 4th **quarter 2026**

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (estimates@a-del.com)

www.equipmentwatch.com

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

October 6, 2026

Ford SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)
Light Duty Trucks

Size Class:
3
Weight:
N/A

Configuration for SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)

Power Mode	**Diesel**	Wheelbase	**142 in**
Model Trim	**XLT**	Gross Vehicle Weight Rating	**11500 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	**USD $46.16**

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.97
Idling Rate	USD $33.52

Tools and expendables= $ 12.06
Total: $ 58.22

Active Rate to Submit

USD $46.16

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.38%	USD $1,035.12/mo
Overhaul (ownership)	39.62%	USD $1,497.67/mo
CFC (ownership)	16.85%	USD $637.12/mo
Indirect (ownership)	16.14%	USD $610.10/mo
Fuel (operating) @ USD 5.97	48.78%	USD $12.04/hr

Revised Date: 4th quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (estimates@a-del.com)

www.equipmentwatch.com

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INVOICE

FORTILINE WATERWORKS

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

RECEIVED
AUG 24 2026
By

INVOICE NUMBER: 7506093
BILL OF LADING:
INVOICE DATE: 8/17/26
DUE DATE: 9/14/26

Please Remit Payment To:
FORTILINE, INC
PO BOX 744053
ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

Warehouse:
FORTILINE FRANKFORD
6 HICKORY STREET
FRANKFORD, DE 19945
Telephone: 302-732-9200

SOLD TO
1172 1 MB 0.707 E0335X I0733 D15308088952 S2 P11105639 0001:0001

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

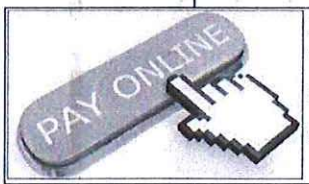
SHIP TO

Customer Pickup
10 ADEL DRIVE
NEWARK, DE 19702

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7506093	Pickup	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
RICK	A-DEL CONSTRUCT	BRSJOBS	C4H	9/14/26	8/13/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
SLCEXP6D	6" ONE-LOK PVC TRANS ACC DOMES SLCEXP6D	EA	4	4	0	76.2400	304.96



FORTILINE offers online payments and access to invoice copies for your convenience at http://Fortiline.Billtrust.com.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT *http://FORTILINE.BILLTRUST.COM*

Online Payments, View, and Download Invoices and Statements.

Payment of 304.96 Due on 9/14/26 If Paid By 8/29/26 You Owe 298.86

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit http://www.fortiline.com

AMOUNT DUE	$304.96
TAX	$0.00
FREIGHT	$0.00
OTHER	$0.00
TOTAL DUE	$304.96

0001:0001

TO VIEW AND PAY ONLINE:	Fortiline.com	USE THIS ENROLLMENT TOKEN:	WHH ZQD QRT

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Y406182
Invoice Date	1/19/26
Account #	094183
Sales Rep	KEVIN REICHHOLD
Phone #	302-684-3054
Branch #273	Milton, DE
Total Amount Due	$2,300.95

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

A-DEL CONSTRUCTION
10 ADEL DR
NEWARK DE 19702-1331

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- OLDORCH OLD ORCHARD

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/16/26	1/16/26	T201609601	OLD ORCHARD	OLDORCH		CUSTOMER PICKUP	Y406182

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
96SBLC12B	SNAKEBITE 3W LOCK CONN 12G CLEAR LCS1230C	5	5				
96103WB01	COPPERHEAD 3WB-01 3W LUG CONN BLUE PER EACH	5	5				
24AFTR0706S	3/4X6' SS ALL THRD ROD	120	120		12.93000	FT	1,551.60
21AMDL	DUC LUG	50	50		12.39000	EA	619.50

Like kind materials

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30

Subtotal:	2,300.95
Other:	.00
Tax:	.00
Invoice Total:	$2,300.95

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

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Y324854
Invoice Date	12/31/25
Account #	094183
Sales Rep	KEVIN REICHHOLD
Phone #	302-684-3054
Branch #273	Milton, DE
Total Amount Due	$545.00

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

A-DEL CONSTRUCTION
10 ADEL DR
NEWARK DE 19702-1331

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- OLDORCH OLD ORCHARD

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
12/30/25	12/30/25	T201609601	OLD ORCHARD	OLDORCH		CUSTOMER PICKUP	Y324854

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
24AFSN07SS	3/4 SS HVY HEX NUT	50	50		1.40000	EA	70.00

Like kind materials

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: GLEN COLB

Subtotal:	545.00
Other:	.00
Tax:	.00
Invoice Total:	$545.00

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

INVOICE

FORTILINE WATERWORKS

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

RECEIVED
AUG 17 2026
By

INVOICE NUMBER: 7469281
BILL OF LADING:
INVOICE DATE: 8/11/26
DUE DATE: 9/10/26

Please Remit Payment To:
FORTILINE, INC
PO BOX 744053
ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

Warehouse:
FORTILINE FRANKFORD
6 HICKORY STREET
FRANKFORD, DE 19945
Telephone: 302-732-9200

SOLD TO
1184 1 MB 0.707 E0245X I0469 D15294875745 S2 P11102401 0001:0003

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

SHIP TO

A-DEL CONSTRUCTION CO INC
10 ADEL DRIVE
NEWARK, DE 19702

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7469281	Our Truck	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
	BUSINESS PARK	BUSINES	C4H	9/10/26	8/06/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	10IN MATERIAL						
18FKSS	18" FLG KIT FF 1/8" RR 304SS BID LINE # 00400	EA	4	4	0		
6FKSS	6" FLG KIT FF 1/8" RR 304SS BID LINE # 00100	EA	4	4	0		
8FKSS	8" FLG KIT FF 1/8" RR 304SS BID LINE # 00390	EA	4	4	0		
10FKSS	10" FLG KIT FF 1/8" RR 304SS BID LINE # 00270	EA	6	6	0		
1106DSC	6" MEGALUG DIP W/ACC 1106DSC BID LINE # 00110	EA	8	8	0	93.6900	749.52
2SSBV	2" THD SS BALL VLV 304 BID LINE # 00210	EA	1	1	0		
26SSN	2"X6" SS NIPPLE 304 BID LINE # 00200	EA	1	1	0		
ROM6ALPHAFC700	6" ALPHA FC CPLG 6.60-7.00 ALPHA-FC-7.00 ROMAC	EA	4	4	0		
ROM10ALPHAFC112	10" ALPHA FC CPLG 10.75-11.20 268-112011 ROMAC BID LINE # 00260	EA	2	2	0		
10FT	10" FLG TEE C110 BID LINE # 00180	EA	1	1	0		
18FT	18" FLG TEE C110 BID LINE # 00330	EA	1	1	0		
6M9	6" MJ 90 C153 BID LINE # 00050	EA	2	2	0	181.9600	363.92

INVOICE

FORTILINE WATERWORKS

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

INVOICE NUMBER: 7469281
BILL OF LADING:
INVOICE DATE: 8/11/26
DUE DATE: 9/10/26

Please Remit Payment To:
FORTILINE, INC
PO BOX 744053
ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

Warehouse:
FORTILINE FRANKFORD
6 HICKORY STREET
FRANKFORD, DE 19945
Telephone: 302-732-9200

RECEIVED
AUG 17 2026
SHIP TO

SOLD TO
1184 1 MB 0.707 E0245X I0470 D15294875745 S2 P11102401 0002:0003

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

A-DEL CONSTRUCTION CO INC
10 ADEL DRIVE
NEWARK, DE 19702

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7469281	Our Truck	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
	BUSINESS PARK	BUSINES	C4H	9/10/26	8/06/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
6MS	6" MJ LONG SLEEVE C153 BID LINE # 00040	EA	1	1	0	164.8800	164.88
10BF2T	10"X2" TAPT BLIND FLG C110 BID LINE # 00190	EA	1	1	0		
6T52	6" TJ DIP CL52 BID LINE # 00030	FT	20	20	0		
8T52	8" TJ DIP CL52	FT	20	20	0		
6T52	6" TJ DIP CL52 BID LINE # 00030	FT	20	20	0		
6F9	6" FLG 90 C110 BID LINE # 00080	EA	1	1	0		
10F9	10" FLG 90 C110 BID LINE # 00160	EA	2	2	0		
10F9	10" FLG 90 C110 BID LINE # 00160	EA	1	1	0		
PEMJA1106	6" HDPE MJ ADAPTER DR-11 IPS BID LINE # 00420	EA	2	2	0		
6DR11IPS	6" DR11 HDPE PIPE IPS BID LINE # 00020	FT	40	40	0		
6HDPEMJACC	6" HDPE MJ ADPT ACC KIT C153 BID LINE # 00430	EA	2	2	0		
6HA	6" PIPE HANGER ASSEMBLY BID LINE # 00120	EA	2	2	0		
16FKSS	16" FLG KIT FF 1/8" RR 304SS BID LINE # 00280	EA	4	4	0		
ROM18RFCA	18" RESTRAINED FLG ADPT F/DIP	EA	3	3	0		

October 30, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
*** PCO 02 – 18" DIP Pipe Modifications, Additional Wafer Valve and Insulation - Revised**

Dear Mr. Parker,

OVERVIEW

Prior to the scheduled Pump Station shutdown and pipe reconfiguration, Sussex County requested ADEL to modify the planned contract drawing pipe configuration to include the addition of 2 wafer check valves, installation of an 18" gate valve, installation of a 16" by 18" cross, installation of 2 each 16" gate valves, restrained flange adaptors and additional accessory kits and gaskets. This change request also includes the cost for the replacement of approximately 80 linear feet of 18" pipe, fitting and valve insulation with aluminum shielding that was removed for the modifications or to be replaced to upgrade the aging pipe heating system. A new pipe thermal heating system will be installed on the exposed water line system by Sussex County prior to the mobilization of the pipe insulation subcontractor. We will provide pricing of the additional pipe supports by a separate cover letter. We have attached a copy of the support documentation for your review.

We are requesting the Amount Of: **($ 65,958.36) Sixty-Five Thousand Nine Hundred Fifty-Eight Dollars and Thirty-Six Cents** for this extra work. Pricing can be held for 60 days.

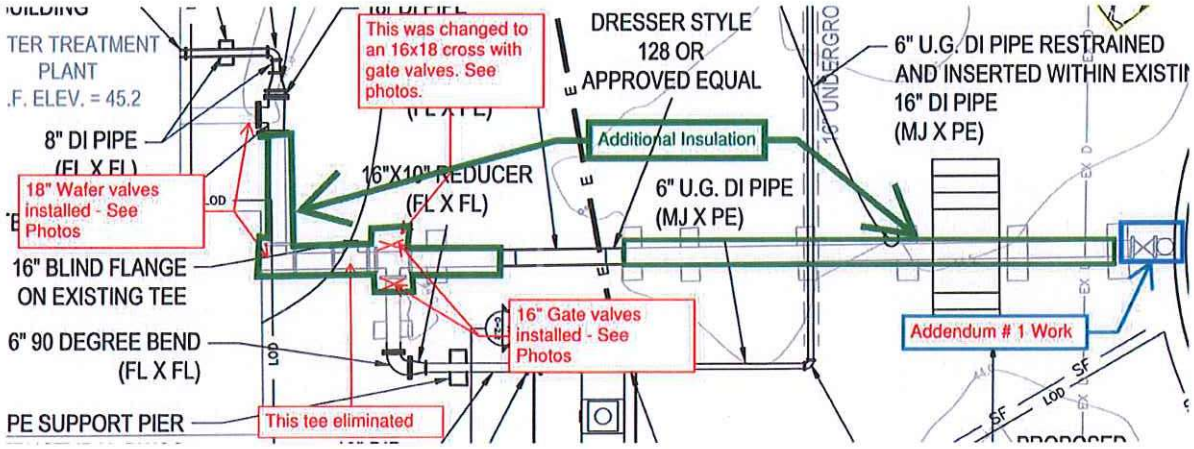
Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Enclosures: (18) C-2.1 Partial, Photographs, ADEL Summary Worksheet, Labor, Equipment, Sub Quote, Invoices, EquipmentWatch Reports

PCO 02 – 18" DIP Modifications – Original Plan Sheet



Partial Plan Sheet C-1.2

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc. *Date:* **10/30/2026** Final
Sub-Contractor: *Contract No.:* **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 2

WORK DESCRIPTION
Addition of 18" Wafer Valves, Cross & modifications to existing piping.
SUMMARY

(1)	*LABOR*			$5,070.00
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	$5,070.00
			PLUS 5% Profit	$253.50
			PLUS 10% Overhead	$507.00
			TOTAL LABOR	$5,830.50
(2)	*MATERIALS*			$27,477.43
			PLUS 5% Profit	$1,373.87
			PLUS 10% Overhead	$2,747.74
			TOTAL MATERIALS	$31,599.04
(3)	*EQUIPMENT*			$2,114.00
			PLUS 10% Overhead	$211.40
			TOTAL EQUIPMENT	$2,325.40
(4)	*SUBCONTRACTOR*			$25,666.00
			Waive - Service PLUS 10% Administrative Cost	$0.00
			TOTAL SERVICE INVOICE	$25,666.00
(5)	*INSURANCE & TAXES*			
	Public Liability & Property Damage	10.60		$537.42
	Workman's Compensation			$0.00
	Unemployment & Social Security			$0.00
			SUB-TOTAL	$537.42
(6)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			$65,958.36
(7)	*BOND*	$0.00	*PER $100.00*	$0.00
(8)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				$65,958.36

Addition of 18" Wafer Valves, Cross & modifications to existing piping.

LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Addition of 18" Wafer Valves, Cross & modifications to existing piping.

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
8/19/2026	Jeff Paddock	Foreman	$0.00	$95.00	10.00	$950.00	
	Brook Merillo	Foreman	$0.00	$95.00	10.00	$950.00	
	Ronald Lauer	Operator	$0.00	$73.00	10.00	$730.00	
	Margarito Escalante	Laborer	$0.00	$61.00	10.00	$610.00	
	Berlai M. Hernandez	Laborer	$0.00	$61.00	10.00	$610.00	
	Issac Morales	Laborer	$0.00	$61.00	10.00	$610.00	
	Chase Collis	Laborer	$0.00	$61.00	10.00	$610.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00	**Sub-total sheet:**		$5,070.00	

BENEFITS: H & W **$0.00** **Total Labor-** 60.00 **$5,070.00**

Addition of 18" Wafer Valves, Cross & modifications to existing piping.
MATERIALS

CONTRACT # A26-09 DESCRIPTION: **Addition of 18" Wafer Valves, Cross & modifications to existing piping.**

Quote Item #	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	3.00	Ea	Fortiline - 18" Flange Kits	$ 312.00	$ 936.00
2	2.00	Ea	Fortiline - 18" Flange Adp	$ 3,363.56	$ 6,727.12
5	6.50	LF	18" CL52 DIP	$ 144.16	$ 937.04
8	2.00	Ea	16" Flange Kits & gaskets	$ 214.29	$ 428.58
B1	72.00	LF	Core & Main - 1" Rod - Wafer Valves	$ 14.78	$ 1,064.16
B2	64.00	Ea	Core & Main - 1" Nuts/Washers - Wafer Valves	$ 5.58	$ 357.12
F1	1.00	Ea	Ferguson - 18" Wafer Check Valve	$ 7,674.34	$ 7,674.34
F2	3.00	Ea	18" Flange Kit gaskets	$ 33.45	$ 100.35
	1.00	LS	Express Freight Fees - Shared	$ 658.00	$ 658.00
			Sub-total materials for Pipe Revisions:		$ 18,882.71
Quote Item #			**Materials Turned Over to SC**		
4	0.00	Ea	Fortiline - 18" Blind Flange - In contract	$ 1,369.80	$ -
3	1.00	Ea	Fortilline - 18" Romac	$ 1,920.70	$ 1,920.70
6	5.00	Ea	18" Uniflanges	$ 691.20	$ 3,456.00
5	13.5	LF	Fortiline - 18" DIP CL 52	$ 144.16	$ 1,946.16
7	1.00	Ea	8" FlgxPE Spool 8'.00"	$ 1,271.86	$ 1,271.86
			Sub-total materials for Materials Turnover:		$ 8,594.72

TOTAL MATERIALS- $ 27,477.43

Addition of 18" Wafer Valves, Cross & modifications to existing piping.
EQUIPMENT

CONTRACT # **A26-09** **DESCRIPTION:** **Addition of 18" Wafer Valves, Cross & modifications to existing piping.**

DATE	*EQUIPMENT*	*MAKE*	*MODEL*	*EQUIP #*	*RATE/HR.*	*HOURS*	*AMOUNT*
8/16/2026	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	10.00	$582.20
	John Deere Excavator	JD	135G	EX-38	$94.96	10.00	$949.60
	Jeff - Utility Body Truck	Ford	F-350	UB-300	$58.22	10.00	$582.20
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
TOTAL EQUIPMENT-							$2,114.00

Addition of 18" Wafer Valves, Cross & modifications to existing piping.

SERVICE CONTRACT # **A26-09**

DESCRIPTION:

Addition of 18" Wafer Valves, Cross & modifications to existing piping.

DATE	*NAME*	*PRICE*	
	Pipe & Fittings Insulation	$	27,700.00
	Less 8" pipe to bend to reducer	$	(850.00)
	Less ADEL Portion 18.5 LF	$	(8,784.00)
	Additional quantity of 36.5 linear feet	$	18,066.00
	Which includes additional 16" valves,		
	18" valve and cross fitting		
	Additional 43.5 LF 18" towards Tank #3	$	7,600.00
	SUBCONTRACTOR TOTAL	$	**25,666.00**

RETRO
INSULATION

Mechanical & Plumbing Insulation Specialists

TO: Glen at ADEL

FROM: Cindy Maitland, cindym@retroinsulation.com
Jen Coady, jenniferc@retroinsulation.com
Dennis Roller, Jr. dennisr@retroinsulation.com

SUBJECT: Sussex Business Park Water Storage Tank Mods.

DATE: **revised** 10/27/2026, sent via email

In response to your request, we are pleased to provide a proposal for Sussex Business Park Water Storage Tank Modifications, per plans dated 4/16/2026, and footage supplied by customer.

Domestic Water Piping & Fittings:	$27,700.00	PCO 02 Prorated 36.5 LF = $ 18,066.00
Add for of 18" pipe:	$ 7,600.00	PCO 02 - 43.5 LF - Additional replacement
Breakout for 6" Supply:	$ 700.00	PCO 01 - Tank # 3 Supply
Aerator Allowance (10" & 6" Piping):	$ 4,000.00	
Total:	$40,000.00	

1. Wage scale not indicated or included.
2. Exterior Domestic water spec'd and quoted fiberglass insulation with aluminum jacketing per Sheet note 1/C-1.2.
3. Signed quote and approved submittals are required prior to mobilization.

*This price does not include demo, handicap lavatory insulation kits, repairs to existing insulation, painting, labeling, fireproofing, saddles, grooved couplings, heat trace, and trash disposal.

Proposal valid for 90 days.

Respectfully, The Retro Team

Accepted By: _____ Date: _____

Print Name: _____

800 Snow Hill Road, Salisbury, MD 21804 Phone (667) 266-0629

MD License #22471508 DE License #2024704293 VA License #2705190442

INVOICE

FORTILINE WATERWORKS

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

RECEIVED
AUG 17 2026
By

INVOICE NUMBER: 7469281
BILL OF LADING:
INVOICE DATE: 8/11/26
DUE DATE: 9/10/26

Please Remit Payment To:
FORTILINE, INC
PO BOX 744053
ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

Warehouse:
FORTILINE FRANKFORD
6 HICKORY STREET
FRANKFORD, DE 19945
Telephone: 302-732-9200

SOLD TO
1184 1 MB 0.707 E0245X I0469 D15294875745 S2 P11102401 0001:0003

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

SHIP TO

A-DEL CONSTRUCTION CO INC
10 ADEL DRIVE
NEWARK, DE 19702

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7469281	Our Truck	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
	BUSINESS PARK	BUSINES	C4H	9/10/26	8/06/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	10IN MATERIAL						
Item # 1 18FKSS	18" FLG KIT FF 1/8" RR 304SS BID LINE # 00400	EA	4	4	0	312.0000	1,248.00
6FKSS	6" FLG KIT FF 1/8" RR 304SS BID LINE # 00100	EA	4	4	0		
8FKSS	8" FLG KIT FF 1/8" RR 304SS BID LINE # 00390	EA	4	4	0		
10FKSS	10" FLG KIT FF 1/8" RR 304SS BID LINE # 00270	EA	6	6	0		
1106DSC	6" MEGALUG DIP W/ACC 1106DSC BID LINE # 00110	EA	8	8	0		
2SSBV	2" THD SS BALL VLV 304 BID LINE # 00210	EA	1	1	0		
26SSN	2"X6" SS NIPPLE 304 BID LINE # 00200	EA	1	1	0		
ROM6ALPHAFC700	6" ALPHA FC CPLG 6.60-7.00 ALPHA-FC-7.00 ROMAC	EA	4	4	0		
ROM10ALPHAFC112	10" ALPHA FC CPLG 10.75-11.20 268-112011 ROMAC BID LINE # 00260	EA	2	2	0		
10FT	10" FLG TEE C110 BID LINE # 00180	EA	1	1	0		
18FT	18" FLG TEE C110 BID LINE # 00330	EA	1	1	0		
6M9	6" MJ 90 C153 BID LINE # 00050	EA	2	2	0		

INVOICE

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RECEIVED
AUG 17 2026
By

SOLD TO
1184 1 MB 0.707 E0245X I0470 D15294875745 S2 P11102401 0002:0003

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

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10 ADEL DRIVE
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BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7469281	Our Truck	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
	BUSINESS PARK	BUSINES	C4H	9/10/26	8/06/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
6MS	6" MJ LONG SLEEVE C153 BID LINE # 00040	EA	1	1	0		
10BF2T	10"X2" TAPT BLIND FLG C110 BID LINE # 00190	EA	1	1	0		
6T52	6" TJ DIP CL52 BID LINE # 00030	FT	20	20	0		
8T52	8" TJ DIP CL52	FT	20	20	0		
6T52	6" TJ DIP CL52 BID LINE # 00030	FT	20	20	0		
6F9	6" FLG 90 C110 BID LINE # 00080	EA	1	1	0		
10F9	10" FLG 90 C110 BID LINE # 00160	EA	2	2	0		
10F9	10" FLG 90 C110 BID LINE # 00160	EA	1	1	0		
PEMJA1106	6" HDPE MJ ADAPTER DR-11 IPS BID LINE # 00420	EA	2	2	0		
6DR11IPS	6" DR11 HDPE PIPE IPS BID LINE # 00020	FT	40	40	0		
6HDPEMJACC	6" HDPE MJ ADPT ACC KIT C153 BID LINE # 00430	EA	2	2	0		
6HA	6" PIPE HANGER ASSEMBLY BID LINE # 00120	EA	2	2	0		
Item # 8 16FKSS	16" FLG KIT FF 1/8" RR 304SS BID LINE # 00280	EA	4	4	0	214.2900	857.16
Item # 2 ROM18RFCA	18" RESTRAINED FLG ADPT F/DIP	EA	3	3	0	3363.5600	10,090.68

INVOICE

FORTILINE WATERWORKS

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

INVOICE NUMBER: 7469281
BILL OF LADING:
INVOICE DATE: 8/11/26
DUE DATE: 9/10/26

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FORTILINE, INC
PO BOX 744053
ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

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FRANKFORD, DE 19945
Telephone: 302-732-9200

SOLD TO
1184 1 MB 0.707 E0245X I0470 D15294875745 S2 P11102401 0002:0003

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

SHIP TO

A-DEL CONSTRUCTION CO INC
10 ADEL DRIVE
NEWARK, DE 19702

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7469281	Our Truck	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
	BUSINESS PARK	BUSINES	C4H	9/10/26	8/06/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	RFCA-1950 ROMAC BID LINE # 00310						
Item # 3 ROM1875012025	18X7 501 BOLT CPLG 19.70-20.25 W/STD B&N 501-2025X2025X7	EA	2	2	0	1920.7000	3,841.40
	BID LINE # 00320						
188FR	18"X8" FLG CONC REDUCER C110 BID LINE # 00340	EA	1	1	0		
8F9	8" FLG 90 C110 BID LINE # 00360	EA	1	1	0		
ROM8ALPHAFC910	8" ALPHA FC CPLG 8.60-9.10 268-091011 ROMAC BID LINE # 00380	EA	2	2	0		
Item # 4 18BF	18" BLIND FLG C110	EA	1	1	0	1369.8000	1,369.80
6FP2000	6" FLGXPE DIP 20'00" BID LINE # 00060	EA	1	1	0		
10FF0405	10" FLGXFLG DIP 4'05" BID LINE # 00150	EA	1	1	0		
10FF1500	10" FLGXFLG DIP 15'00" BID LINE # 00170	EA	1	1	0		
10FF0906	10" FLGXFLG DIP 9'06" BID LINE # 00220	EA	1	1	0		
Item # 7 8FP0800	8" FLGXPE DIP 8'00" BID LINE # 00370	EA	1	1	0	1271.8600	1,271.86

Payment of 50,250.57 Due on 9/10/26 If Paid By 8/25/26 You Owe 49245.53

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit http://www.fortiline.com

AMOUNT DUE
TAX
FREIGHT
OTHER
TOTAL DUE

INVOICE

FORTILINE WATERWORKS

15850 Dallas Pkwy
Dallas, TX 75248
Payment Inquiries 704-788-9800

INVOICE NUMBER: 7501211
BILL OF LADING:
INVOICE DATE: 8/20/26
DUE DATE: 9/19/26

Please Remit Payment To:
FORTILINE, INC
PO BOX 744053
ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

Warehouse:
FORTILINE FRANKFORD
6 HICKORY STREET
FRANKFORD, DE 19945
Telephone: 302-732-9200

SOLD TO
61 2 SP 1.070 E0061 I0477 D15315021459 S2 P11107165 0002:0008

A-DEL CONSTRUCTION CO INC
10 ADEL DR
NEWARK DE 19702-1331

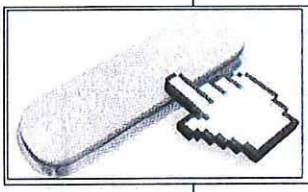
SHIP TO

A-DEL CONSTRUCTION CO INC
21635 BALTIMORE AVE
GEORGETOWN, DE 19947

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS
094		7501211	Our Truck	238112	2% 15 NET 30

PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE
	BUSINESS PARK	BUSINES	C4H	9/19/26	8/17/26

PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED		
18FKSS	18" FLG KIT FF 1/8" RR 304SS	EA	6	6	0		
8FKSS	8" FLG KIT FF 1/8" RR 304SS	EA	7	7	0		
8QFZF2C8	8 ZIP FLG (QUIK FLG) ZF2C8	EA	3	3	0	102.6000	307.80
18QFZF4C18	18 ZIP FLG (QUIK FLG) ZF4C18	EA	6	6	0	691.2000	4,147.20
Item # 6							
~~8F2~~	~~8" FLG 22-1/2 C110~~	~~EA~~	~~1~~	~~1~~	~~0~~	~~451.5000~~	~~451.50~~
18T52	18" TJ DIP CL52	FT	20	20	0	144.1600	2,883.20
Item # 5							



FORTILINE offers online payments and access to invoice copies for your convenience at http://Fortiline.Billtrust.com.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT *http://FORTILINE.BILLTRUST.COM*

Online Payments, View, and Download Invoices and Statements.

Payment of 11,540.80 Due on 9/19/26 If Paid By 9/03/26 You Owe 11349.49

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit http://www.fortiline.com

AMOUNT DUE	
TAX	
FREIGHT	
OTHER	
TOTAL DUE	

0002:0008

TO VIEW AND PAY ONLINE:	Fortiline.com	USE THIS ENROLLMENT TOKEN:	WHH ZQD QRT

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Z582143
Invoice Date	8/18/26
Account #	094183
Sales Rep	KEVIN REICHHOLD
Phone #	302-684-3054
Branch #273	Milton, DE
Total Amount Due	$1,064.16

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

A-DEL CONSTRUCTION
10 ADEL DR
NEWARK DE 19702-1331

000/0000
00000

Shipped To:
BALTIMORE AVE
GEORGETOWN, DE

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/17/26	8/17/26					CORE & MAIN LP	Z582143

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
24AFTR1012B	1X12' ALL THRD ROD BID SEQ# 20	72	72		14.78000	FT	1,064.16

Item # B1

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30

Subtotal:	1,064.16
Other:	.00
Tax:	.00
Invoice Total:	$1,064.16

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

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Z586301
Invoice Date	8/19/26
Account #	094183
Sales Rep	KEVIN REICHHOLD
Phone #	302-684-3054
Branch #273	Milton, DE
Total Amount Due	$357.12

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

A-DEL CONSTRUCTION
10 ADEL DR
NEWARK DE 19702-1331

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/17/26	8/18/26	TBD				CUSTOMER PICKUP	Z586301

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
Item # B2							
8710WHDG	1" HDG FLAT WASHER 0500967328	64	64		1.36000	EA	87.04
8710NHDG	1" HDG HEX NUT 0500878905	64	64		4.22000	EA	270.08

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: RICK SHELTON

Subtotal:	357.12
Other:	.00
Tax:	.00
Invoice Total:	$357.12

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

FERGUSON®
WATERWORKS
25 WHISSELL DRIVE
COATESVILLE, PA 19320-0000

Please contact with Questions: 610-384-2600

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0817406-1	$7,674.34	7600	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, LLC #920
PO BOX 644054
PITTSBURGH, PA 15264-4054

MASTER ACCOUNT NUMBER: 396744

SHIP TO:

A-DEL CONSTRUCTION CO INC
21635 BALTIMORE AVE
GEORGETOWN, DE 19947

A-DEL CONSTRUCTION CO INC
10 ADEL DRIVE
NEWARK, DE 19702

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1883	1883	DEONLY	AIRPARK	KLK	AIRPARK	08/17/26	IO 84013

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
Item # F1 1	1	SP-TCV41A-DI-BS1S	18" DBL DISC WAF CHK VLV SS DI 150#	7596.340	EA	7596.34
1	0	FNWR3FFG11618	18 RR 1/16 300# FF GSKT		EA	0.00
2	2	FNWR1RG11618	18 RR 1/16 150# RNG GSKT	39.000	EA	78.00
2	0	SFGP0818S	18 FF 304 SS FLG PK 1/8		EA	0.00
2	0	FNWR3FFG11618	18 RR 1/16 300# FF GSKT		EA	0.00
			INVOICE SUB-TOTAL			**7674.34**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Remit to Change: Please make note of the updated remit to address above.

Payments sent to PO Box 417592, Boston, MA will be returned as of 5/29/26.

Instead of paying by check, consider going to Ferguson.com/billpay to learn about our free, secure, and convenient online payment platform. You can view copies of invoices, pay online, and enroll in our new auto-pay solution.

TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** **$7,674.34**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON®
WATERWORKS
25 WHISSELL DRIVE
COATESVILLE, PA 19320-0000

Please contact with Questions: 610-384-2600

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0817406-2	$1,207.43	7600	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES, LLC #920
PO BOX 644054
PITTSBURGH, PA 15264-4054

MASTER ACCOUNT NUMBER: 396744

SHIP TO:

A-DEL CONSTRUCTION CO INC
10 ADEL DRIVE
NEWARK, DE 19702

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1883	1883	DEONLY	AIRPARK	KLK	AIRPARK	09/03/26	IO 84280

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	FNWR3FFG11618	18 RR 1/16 300# FF GSKT	33.450	EA	33.45
~~2~~	~~2~~	~~SFGP0818S~~	~~18 FF 304 SS FLG PK 1/8~~	~~553.540~~	~~EA~~	~~1107.08~~
Item # F2 2	2	FNWR3FFG11618	18 RR 1/16 300# FF GSKT	33.450	EA	66.90
			~~INVOICE SUB-TOTAL~~			~~1207.43~~

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** **$1,207.43**

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for EX-38 in All Saved Models

October 5, 2026

Deere 135G (disc. 2023)
Crawler Mounted Hydraulic Excavators



Size Class:
14.5 - 16.4 mt
Weight:
N/A

Configuration for 135G (disc. 2023)

Horsepower	**97.0 hp**	Operating Weight	**16.41 mt**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is **equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.**

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	**USD $11,195.00**	**USD $3,135.00**	**USD $785.00**	**USD $120.00**	**USD $31.69**	USD $95.30
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: **99.47%**)	**(USD $59.52)**	**(USD $16.67)**	**(USD $4.17)**	**(USD $0.64)**		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $11,135.48**	**USD $3,118.33**	**USD $780.83**	**USD $119.36**	**USD $31.69**	USD $94.96

Non-Active Use Rates

	Hourly
Standby Rate	USD $34.73
Idling Rate	USD $74.27

Active Rate to Submit

USD $94.96

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	**29.81%**	**USD $3,337.42**/mo
Overhaul (ownership)	**45.1%**	**USD $5,049.38**/mo
CFC (ownership)	**14.87%**	**USD $1,665.14**/mo
Indirect (ownership)	**10.21%**	**USD $1,143.06**/mo
Fuel (operating) @ **USD 5.97**	**34.71%**	**USD $11.00**/hr

Revised Date: 4th **quarter 2026**

These are the most accurate rates for the selected Revision Date(s). Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment **represented in this report has been exclusively prepared for (estimates@a-del.com)**

www.equipmentwatch.com

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

October 6, 2026

Ford SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)
Light Duty Trucks

Size Class:
3
Weight:
N/A

Configuration for SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)

Power Mode	**Diesel**	Wheelbase	**142 in**
Model Trim	**XLT**	Gross Vehicle Weight Rating	**11500 Pounds**

Blue Book Rates

** FHWA Rate is **equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.**

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	Hourly
Published Rates	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.97
Idling Rate	USD $33.52

Tools and expendables= $ 12.06
Total: $ 58.22

Active Rate to Submit

USD $46.16

*Blue Book Rates **using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.38%	USD $1,035.12/mo
Overhaul (ownership)	39.62%	USD $1,497.67/mo
CFC (ownership)	16.85%	USD $637.12/mo
Indirect (ownership)	16.14%	USD $610.10/mo
Fuel (operating) @ USD 5.97	48.78%	USD $12.04/hr

Revised Date: 4th **quarter 2026**

These are the most **accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.**

The equipment **represented in this report has been exclusively prepared for (estimates@a-del.com)**

www.equipmentwatch.com

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October 30, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
***PCO 03 – Excavate and Install 128 SY of 6 Inch # 57 stone working pad with fabric and drain basin and rain leader tie-ins**

Dear Mr. Parker,

OVERVIEW

During our recent site meeting, we discussed providing approximately 128 square yards of additional yard area consisting of geotextile fabric and # 57 stone in two locations. The first is the extension of the work area towards Tank # 3, and the second area is extending the # 57 stone from the building rear door towards the new aerator. ADEL will excavate and remove six inches of soil, place the geotextile fabric and install 6 inches of # 57 crushed stone material. Also added is the price to install 1 yard basin from stock and approximately 80 linear feet of SDR 35 pipe from stock to extend the rain leaders to maintain a better drainage condition on the site. The rain leader by the door will be directed into the existing catch basin. We have attached a copy of the support documentation for your review.

We are requesting the Amount Of: **($ 16,805.02) Sixteen Thousand Eight Hundred Five Dollars and Two Cents** for this extra work. Pricing can be held for 60 days.

Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Enclosures: (11) ADEL Summary Worksheet, Labor, Materials, Equipment, EquipmentWatch Reports, Like Kind Material Invoices

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc. *Date:* **10/30/2026** Final
Sub-Contractor: *Contract No.:* **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 3

WORK DESCRIPTION
Provide additional # 57 working pad, add catch basin & rain leader tie in

SUMMARY

(1)	*LABOR*			$5,642.00
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	$5,642.00
			PLUS 5% Profit	$282.10
			PLUS 10% Overhead	$564.20
			TOTAL LABOR	$6,488.30
(2)	*MATERIALS*			$2,727.61
			PLUS 5% Profit	$136.38
			PLUS 10% Overhead	$272.76
			TOTAL MATERIALS	$3,136.75
(3)	*EQUIPMENT*			$4,311.48
			PLUS 10% Overhead	$431.15
			TOTAL EQUIPMENT	$4,742.63
(4)	*SERVICE*			$0.00
			Service PLUS 10% Administrative Cost	$0.00
			TOTAL SERVICE INVOICE	$0.00
(5)	*INSURANCE & TAXES*			
	Public Liability & Property Damage	10.60		$598.05
	Workman's Compensation	14.55		$820.91
	Unemployment & Social Security	18.05		$1,018.38
		SUB-TOTAL		$2,437.34
(6)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			$16,805.02
(7)	*BOND*	$0.00	*PER $100.00*	$0.00
(8)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				$16,805.02

Provide additional # 57 working pad, add catch basin & rain leader tie in

LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Provide additional # 57 working pad, add catch basin & rain leader tie in

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
	Brook Merillo	Foreman		$95.00	14.00	$1,330.00	
	Ronald Lauer	Operator		$73.00	14.00	$1,022.00	
	Margarito Escalante	Skidsteer Operator		$73.00	14.00	$1,022.00	
	Issac Morales	Laborer		$61.00	14.00	$854.00	
	Chase Collis	Laborer		$61.00	14.00	$854.00	
	Patrick Shanahan	Truck Driver		$70.00	8.00	$560.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00	**Sub-total sheet:**		$5,642.00	

BENEFITS: H & W **$0.00** **Total Labor-** 78.00 **$5,642.00**

Provide additional # 57 working pad, add catch basin & rain leader tie in
MATERIALS

CONTRACT # A26-09 **DESCRIPTION:** Provide additional # 57 stone working pad

F/A DATE	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	42.50	Tns	# 57 Stone	$ 42.93	$ 1,824.53
	1.00	LS	Fuel Surcharge	$ 33.08	$ 33.08
	130.00	SY	Nonwoven Geofabric	$ 1.04	$ 135.20
					$ -
	80.00	LF	SDR 35 Pipe from stock	$ 3.56	$ 284.80
	1.00	Ea	Nyloplast Drain & Grate from stock	$ 450.00	$ 450.00
			Sub-total materials sheet:		$ 2,727.61

Nyloplast drain basin prices typically range from **$640 to over $13,000**, depending heavily on the diameter, depth, and configuration of the unit. Cole County

Price Breakdown by Size and Model

- **6" to 10" Inline & Drop Grates:** ~$640 – $699 per unit (e.g., small drop-in grates or inline drains) Cole County
- **12" Series Basins (e.g., 2812AG5):** ~$2,528 per unit (such as 12" x 5 ft. units with square hinged grates) SiteOne Landscape Supply
- **15" Series Basins (e.g., 2815AG5):** ~$2,163 per unit (PVC housing with round frame and locking grate) North-South Supply Inc



TOTAL MATERIALS- **$2,727.61**

Provide additional # 57 working pad, add catch basin & rain leader tie in
EQUIPMENT

CONTRACT # **A26-09** **DESCRIPTION:** **Provide additional # 57 working pad, add catch basin & rain leader tie in**

DATE	*EQUIPMENT*	*MAKE*	*MODEL*	*EQUIP #*	*RATE/HR.*	*HOURS*	*AMOUNT*
Various	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	14.00	$815.08
Dates	John Deere Excavator	JD	135G	EX-38	$94.96	14.00	$1,329.44
	Skidsteer	JD	644K	LD-27	$76.04	14.00	$1,064.56
	Triaxle Dump	Mack			$137.80	8.00	$1,102.40
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
TOTAL EQUIPMENT-							$4,311.48

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

INVOICE

BRANCH ADDRESS
866 - SALISBURY MD (TRI)

(410) 546-2900
110 COLUMBIA DRIVE
SALISBURY MD 21801

INVOICE NUMBER
50039099801
INVOICE DATE
08/26/2026
CUSTOMER PO NUMBER
VERBAL

45P029 / 601000

TERRITORY:

SHIP TO: 10006008956

94TH STREET
94TH STREET
OCEAN CITY MD 21842

ACCOUNT # 10000865458

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

A-DEL CONSTRUCTION
10 ADEL DRIVE.
NEWARK DE 19702

TO VIEW AND PAY ONLINE GO TO:	http://whitecap.billtrust.com
ENROLLMENT TOKEN:	WPV WWS LTD

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
08/25/2026	74819124	RICK SHELTON	BRADY, DANIEL	CASSIDY JR, LAWRENCE E
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
866	10006008956	NET 30 DAYS	2. OUR TRUCK	94TH STREET

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 42152924 **********	1	0	0	1	0.00	
1	157R180N15	180N 15' X 300' NON WOVEN 500 SY MIRAFI 8OZ Like Kind Materials	5	523.32 RL	0	5	2,616.60	157.00

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Crimson Steel Supply, Harmac, Kenseal, National Ladder & Scaffold, Contractor's Clothing, Marvel Building & Masonry Supply, MASONPRO, Site Supply, Williams Equipment & Supply, and Valley Supply Co. Learn more at About.WhiteCap.com
Pay your invoices online by visiting: https://whitecap.billtrust.com
Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com
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For questions regarding this invoice please call (844) 452-6042

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RECEIVED BY: CHRIS DARLING SIGNATURE COPY ON FILE

TOTAL GROSS	2,616.60
TOTAL TAX	157.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	2,773.60

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
238112	OCEAN CITY	6771263	12/17/25	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1340	1	EA	4" SCH40 DWVXSDR 35 ADPT HXSP		
1350	1	EA	4"X3" SCH40 PVC BUSHING SPXH		
1360	1	EA	3" SCH40 PVC 90 HXH		
1370	20	FT	3" SCH40 PVC PIPE BE		
			GREASE TRAP BY OTHERS		
			PARCEL B		
1420	168	FT	6"X14' SDR35 PVC SEWER PIPE		
			SERVICES		
1450	5	EA	6" SDR35 PVC WYE GXG		
1460	5	EA	6" SDR35 PVC 45 GXS		
			SERVICE PIPE		
1490	140	FT	6"X14' SDR35 PVC SEWER PIPE		
			CLEANOUTS		
1520	6	EA	6" SDR35 PVC WYE GXG		
1530	6	EA	6" SDR35 PVC 45 GXS		
1540	6	EA	6" SDR35 PVC CO ADPT SW HXF		
1550	6	EA	6" SDR35 PVC CO PLUG RECESSED		
1560	1	EA	6" SDR35 PVC SPIGOT PLUG		
1570	84	FT	6"X14' SDR35 PVC SEWER PIPE		
1580	6	EA	7621-FE R&C CLEAN OUT USF		
1590	6	EA	CLEANOUT DONUT RUBBER DELAWARE		
			GREASE TRAP LINE		
1620	168	FT	4"X14' SDR35 PVC SEWER PIPE		
			Like Kind Materials		
1650	1		XG		
1660	4				
1670	4				
1680	2				
			SERIVCE PIPE		
1710	140	FT	4"X14' SDR35 PVC SEWER PIPE		
			CLEANOUTS		
1740	7	EA	4" SDR35 PVC WYE GXG	24.5400	171.78
1750	7	EA	4" SDR35 PVC 45 GXG	14.4600	101.22
1760	7	EA	4" SDR35 PVC C/O ADPT SW HXF	6.7900	47.53
1770	7	EA	4 SDR35 PVC CO PLUG COUNTERSNK	9.6800	67.76
1780	5	EA	4" SDR35 PVC SPIGOT PLUG	6.8900	34.45
1790	98	FT	4"X14' SDR35 PVC SEWER PIPE	3.5600	348.88
1800	7	EA	B-1140 6" CLEAN OUT F&C CAP MARKED S	98.0000	686.00
1810	7	EA	CLEANOUT DONUT RUBBER DELAWARE	98.0000	686.00
			PARCEL C		
1840	154	FT	6"X14' SDR35 PVC SEWER PIPE		
			SERVICES		
1870	1	EA	6" CB SEWER SDL SWR/CISP BRNCH F/8.00-14.40 PIPE CB-630		
1880	4	EA	6" SDR35 PVC 45 GXG		
1890	1	EA	6" SDR35 PVC WYE GXG		

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

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All prices shown in US dollars ($)

Adjustments for EX-38 in All Saved Models

October 5, 2026

Deere 135G (disc. 2023)
Crawler Mounted Hydraulic Excavators



Size Class:
14.5 - 16.4 mt
Weight:
N/A

Configuration for 135G (disc. 2023)

Horsepower	97.0 hp	Operating Weight	16.41 mt
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $11,195.00	USD $3,135.00	USD $785.00	USD $120.00	USD $31.69	USD $95.30
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 99.47%)	(USD $59.52)	(USD $16.67)	(USD $4.17)	(USD $0.64)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,135.48**	**USD $3,118.33**	**USD $780.83**	**USD $119.36**	**USD $31.69**	USD $94.96

Non-Active Use Rates

	Hourly
Standby Rate	USD $34.73
Idling Rate	USD $74.27

Active Rate to Submit

USD $94.96

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29.81%	USD $3,337.42/mo
Overhaul (ownership)	45.1%	USD $5,049.38/mo
CFC (ownership)	14.87%	USD $1,665.14/mo
Indirect (ownership)	10.21%	USD $1,143.06/mo
Fuel (operating) @ USD 5.97	34.71%	USD $11.00/hr

Revised Date: 4th quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 6, 2026

Ford SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)
Light Duty Trucks

Size Class:
3
Weight:
N/A

Configuration for SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)

Power Mode	**Diesel**	Wheelbase	**142 in**
Model Trim	**XLT**	Gross Vehicle Weight Rating	**11500 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,780.00	USD $1,060.00	USD $265.00	USD $40.00	USD $24.68	USD $46.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.97
Idling Rate	USD $33.52

Tools and expendables= $ 12.06
Total: $ 58.22

Active Rate to Submit

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)** — USD $46.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.38%	USD $1,035.12/mo
Overhaul (ownership)	39.62%	USD $1,497.67/mo
CFC (ownership)	16.85%	USD $637.12/mo
Indirect (ownership)	16.14%	USD $610.10/mo
Fuel (operating) @ USD 5.97	48.78%	USD $12.04/hr

Revised Date: 4th **quarter 2026**

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All prices shown in US dollars ($)

Adjustments for SS-27 in All Saved Models

October 5, 2026

Kubota SVL75-2
Compact Track Loaders

Size Class:
2201 - 2500 lbs
Weight:
N/A



Configuration for SVL75-2

Horsepower	68.8 hp	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,450.00	USD $2,085.00	USD $520.00	USD $78.00	USD $34.47	USD $76.80
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 98.22%)	(USD $132.89)	(USD $37.19)	(USD $9.28)	(USD $1.39)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $7,317.11**	**USD $2,047.81**	**USD $510.72**	**USD $76.61**	**USD $34.47**	USD $76.04

Non-Active Use Rates

	Hourly
Standby Rate	USD $17.70
Idling Rate	USD $56.76

Active Rate to Submit

USD $76.04

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.42%	USD $1,521.13/mo
Overhaul (ownership)	57.42%	USD $4,277.82/mo
CFC (ownership)	10.06%	USD $749.69/mo
Indirect (ownership)	12.1%	USD $901.36/mo
Fuel (operating) @ USD 5.97	44.07%	USD $15.19/hr

Revised Date: 4th quarter 2026

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All prices shown in US dollars ($)

Adjustments for DT-XX in All Saved Models

October 5, 2026

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs

Configuration for 8X4 18YD 85KGVW

Axle Configuration	**8x4**	Horsepower	**450.0 hp**
Maximum Gross Vehicle Weight	**85000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**15.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,370.00	USD $1,785.00	USD $445.00	USD $67.00	USD $101.61	USD $137.80
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2026: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,370.00**	**USD $1,785.00**	**USD $445.00**	**USD $67.00**	**USD $101.61**	USD $137.80

Non-Active Use Rates

	Hourly
Standby Rate	USD $24.88
Idling Rate	USD $111.37

Active Rate to Submit

USD $137.80

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.05%	USD $3,060.66/mo
Overhaul (ownership)	31.25%	USD $1,990.76/mo
CFC (ownership)	10.09%	USD $642.77/mo
Indirect (ownership)	10.61%	USD $675.81/mo
Fuel (operating) @ USD 5.97	73.99%	USD $75.18/hr

Revised Date: 4th quarter 2026

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October 30, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
PCO 04 – Deduct Tank # 1 Concrete Demolition - Clarifications

Dear Mr. Parker,

OVERVIEW

During our recent site meeting, we were directed to leave the Water Tank # 1 concrete slab foundation in place for Sussex County to use as a laydown and storage area. We will cut down and patch the existing pipe openings and broom clean the concrete pad. A deduct to refill, grading, seeding and mulching has been provided. We have attached a copy of the support documentation for your review.

We are offering the Deduction Amount Of: **($ 15,791.19) Fifteen Thousand Seven Hundred Ninety-One Dollars and Nineteen Cents** for this work.

Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Enclosures: (9) ADEL Summary Worksheet, Labor, Equipment, EquipmentWatch Reports

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc. *Date:* **10/30/2026**
Sub-Contractor: *Contract No.:* **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 4

WORK DESCRIPTION
Deduct Tank # 1 Concrete Foundation Demo
SUMMARY

(1)	*LABOR*			($6,562.00)
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	($6,562.00)
			PLUS 5% Profit	
			PLUS 10% Overhead	
			TOTAL LABOR	($6,562.00)
(2)	*MATERIALS*			$66.72
			PLUS 5% Profit	$3.34
			PLUS 10% Overhead	$6.67
			TOTAL MATERIALS	$76.73
(3)	*EQUIPMENT*			($8,805.92)
			PLUS 10% Overhead	
			TOTAL EQUIPMENT	($8,805.92)
(4)	*Deduct for restoration*			($500.00)
			Service PLUS 10% Administrative Cost	$0.00
			TOTAL SERVICE INVOICE	($500.00)
(5)	*INSURANCE & TAXES*			
	Public Liability & Property Damage	0.00		$0.00
	Workman's Compensation			$0.00
	Unemployment & Social Security			$0.00
			SUB-TOTAL	$0.00
(6)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			($15,791.19)
(7)	*BOND*	$0.00	*PER $100.00*	$0.00
(8)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				($15,791.19)

Deduct Tank # 1 Concrete Foundation Demo

LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Deduct Tank # 1 Concrete Foundation Demo

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
	Brook Merillo	Foreman		$95.00	-16.00	($1,520.00)	
	Ronald Lauer	Operator		$73.00	-16.00	($1,168.00)	
	Margarito Escalante	Operator		$73.00	-16.00	($1,168.00)	
	Berlai M. Hernandez	Laborer		$61.00	-16.00	($976.00)	
	Issac Morales	Laborer		$61.00	-16.00	($976.00)	
	Patrick Shanahan	Truck Driver		$70.00	-16.00	($1,120.00)	
	Cutdown & repair slab openings					$0.00	
	Berlai M. Hernandez	Laborer		$61.00	3.00	$183.00	
	Issac Morales	Laborer		$61.00	3.00	$183.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
			$0.00	**Sub-total sheet:**		($6,562.00)	

BENEFITS: H & W **$0.00** **Total Labor-** -90.00 **($6,562.00)**

42' Diameter Concrete Slab

Deduct Tank # 1 Concrete Foundation Demo
MATERIALS

CONTRACT # A26-09 **DESCRIPTION:**

F/A DATE	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	6.00	Ea	Sakrete	$ 11.12	$ 66.72
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Sub-total materials sheet:		$66.72

TOTAL MATERIALS- **$66.72**

Deduct Tank # 1 Concrete Foundation Demo
EQUIPMENT

CONTRACT # **A26-09** **DESCRIPTION:** **Deduct Tank # 1 Concrete Foundation Demo**

DATE	*EQUIPMENT*	*MAKE*	*MODEL*	*EQUIP #*	*RATE/HR.*	*HOURS*	*AMOUNT*
	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	-16.00	($931.52)
	John Deere Excavator	JD	210C	EX-27	$175.81	-16.00	($2,812.96)
	Rammer G88	Rammer	G88	HH-18	$72.60	-16.00	($1,161.60)
	John Deere Excavator - Load out	JD	200C LC	EX-24	$105.94	-16.00	($1,695.04)
	Triaxle Dump	Mack			$137.80	-16.00	($2,204.80)
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
TOTAL EQUIPMENT-							($8,805.92)

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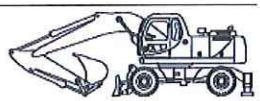
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All prices shown in US dollars ($)

Adjustments for EX-27 in All Saved Models

October 6, 2026

Deere 210C W (disc. 2008)
Wheel Mounted Hydraulic Excavators



Size Class:
20.5 mt & Over
Weight:
45400 lbs

Configuration for 210C W (disc. 2008)

Horsepower	**148.0 hp**	Operating Weight	**20.6 mt**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	**USD $18,515.00**	**USD $5,185.00**	**USD $1,295.00**	**USD $195.00**	**USD $70.77**	USD $175.97
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2006: **99.95%**)	**(USD $9.67)**	**(USD $2.71)**	**(USD $0.68)**	**(USD $0.10)**		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $18,505.33**	**USD $5,182.29**	**USD $1,294.32**	**USD $194.90**	**USD $70.77**	USD $175.91

Non-Active Use Rates

	Hourly
Standby Rate	USD $53.24
Idling Rate	USD $124.46

Active Rate to Submit

USD $175.91

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	**25.41%**	**USD $4,704.21**/mo
Overhaul (ownership)	**49.36%**	**USD $9,139.53**/mo
CFC (ownership)	**14.39%**	**USD $2,663.78**/mo
Indirect (ownership)	**10.84%**	**USD $2,007.48**/mo
Fuel (operating) @ **USD 5.97**	**27.3%**	**USD $19.32**/hr

Revised Date: 4th **quarter 2026**

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 5, 2026

Rammer G88 CITY (disc. 2007)
Hydraulic Impact Breakers

Size Class:
5,001 - 5,999 ft-lb
Weight:
5225 lbs



Configuration for G88 CITY (disc. 2007)

Impact Energy	**5500.0 ft-lb**	Power Mode	**Hydraulic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $10,045.00	USD $2,815.00	USD $705.00	USD $105.00	USD $15.53	USD $72.60
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2007: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $10,045.00**	**USD $2,815.00**	**USD $705.00**	**USD $105.00**	**USD $15.53**	USD $72.60

Non-Active Use Rates

	Hourly
Standby Rate	USD $32.50
Idling Rate	USD $57.07

Active Rate to Submit

USD $72.60

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33.75%	USD $3,389.75/mo
Overhaul (ownership)	43.05%	USD $4,324.48/mo
CFC (ownership)	12.06%	USD $1,210.95/mo
Indirect (ownership)	11.15%	USD $1,119.82/mo

Fuel cost data is not available for these rates.

Revised Date: 4th quarter 2026

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The Rammer BR 2577 (also branded as the Sandvik BR2577 or Allied/Rammer 2577) is a 5,000 ft-lb energy class medium-range hydraulic breaker that corresponds directly to the Sandvik BR2577i (the updated version with remote monitoring features).
Specifications & Equivalence
• Energy Class: 5,000 ft-lb
• Operating Weight: ~1,670 to 1,760 kg (3,680 to 3,880 lbs)
• Tool (Chisel) Diameter: 135 mm (5.3 inches)
• Compatible Excavator/Carrier Weight: 21 to 32 metric tons (46,300 to 70,500 lbs)
• Oil Flow Required: 140–200 l/min (37–53 gpm)
Rammer hydraulic hammers are manufactured under Sandvik, and older or alternative designations like the standard BR2577 and the newer BR2577i share the exact same carrier size requirements, tool dimensions, and hydraulic performance

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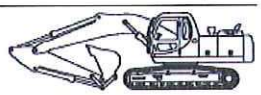
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All prices shown in US dollars ($)

Adjustments for EX-24 in All Saved Models

October 5, 2026

Deere 200C LC (disc. 2007)
Crawler Mounted Hydraulic Excavators



Size Class:
19.5 - 21.4 mt
Weight:
46130 lbs

Configuration for 200C LC (disc. 2007)

Horsepower	141.0 hp	Operating Weight	20.9 mt
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $11,035.00	USD $3,090.00	USD $775.00	USD $115.00	USD $43.25	USD $105.95
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2006: 99.99%)	(USD $0.98)	(USD $0.27)	(USD $0.07)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,034.02**	**USD $3,089.73**	**USD $774.93**	**USD $114.99**	**USD $43.25**	USD $105.94

Non-Active Use Rates

	Hourly
Standby Rate	USD $34.42
Idling Rate	USD $78.68

Active Rate to Submit

USD $105.94

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29.81%	USD $3,289.72/mo
Overhaul (ownership)	45.1%	USD $4,977.21/mo
CFC (ownership)	14.87%	USD $1,641.35/mo
Indirect (ownership)	10.21%	USD $1,126.72/mo
Fuel (operating) @ USD 5.97	36.97%	USD $15.99/hr

Revised Date: 4th quarter 2026

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 6, 2026

Ford SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)
Light Duty Trucks

Size Class:
3
Weight:
N/A

Configuration for SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)

Power Mode	**Diesel**	Wheelbase	**142 in**
Model Trim	**XLT**	Gross Vehicle Weight Rating	**11500 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	**USD $46.16**

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.97
Idling Rate	USD $33.52

Tools and expendables= $ 12.06
Total: $ 58.22

Active Rate to Submit

USD $46.16

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.38%	USD $1,035.12/mo
Overhaul (ownership)	39.62%	USD $1,497.67/mo
CFC (ownership)	16.85%	USD $637.12/mo
Indirect (ownership)	16.14%	USD $610.10/mo
Fuel (operating) @ USD 5.97	48.78%	USD $12.04/hr

Revised Date: 4th quarter 2026

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Adjustments for DT-XX in All Saved Models

October 5, 2026

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs

Configuration for 8X4 18YD 85KGVW

Axle Configuration	**8x4**	Horsepower	**450.0 hp**
Maximum Gross Vehicle Weight	**85000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**15.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,370.00	USD $1,785.00	USD $445.00	USD $67.00	USD $101.61	USD $137.80
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2026: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,370.00**	**USD $1,785.00**	**USD $445.00**	**USD $67.00**	**USD $101.61**	USD $137.80

Non-Active Use Rates

	Hourly
Standby Rate	USD $24.88
Idling Rate	USD $111.37

Active Rate to Submit

USD $137.80

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.05%	USD $3,060.66/mo
Overhaul (ownership)	31.25%	USD $1,990.76/mo
CFC (ownership)	10.09%	USD $642.77/mo
Indirect (ownership)	10.61%	USD $675.81/mo
Fuel (operating) @ USD 5.97	73.99%	USD $75.18/hr

Revised Date: 4th quarter 2026

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October 30, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
***PCO 05 – Deduct Tank # 2 Concrete Demolition Reduced by Aerator Relocation - Clarifications**

Dear Mr. Parker,

OVERVIEW
During our recent site meeting, we were directed to leave the Water Tank # 2 concrete slab in place for Sussex County to use as a laydown and storage area. We will cut down and patch the existing pipe openings and broom clean. A deduct to refill, grade, seed and mulch has been provided. The area under the aerator will be restored with geotextile fabric and #57 stone per contract. We have attached a copy of the support documentation for your review.

We are offering the Deduction Amount Of: **($ 11,114.06) Eleven Thousand One Hundred Fourteen Dollars and Six Cents** for this work.

Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Enclosures: (10) ADEL Summary Worksheet, Labor, Equipment, ADEL T&M Ticket, EquipmentWatch Reports, Material Like Kind Invoice

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc. *Date:* **10/30/2026**
Sub-Contractor: *Contract No.:* **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 5

WORK DESCRIPTION
Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation
SUMMARY

(1)	*LABOR*			($5,208.00)
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	($5,208.00)
			PLUS 5% Profit	
			PLUS 10% Overhead	
			TOTAL LABOR	($5,208.00)
(2)	*MATERIALS*			$55.60
			PLUS 5% Profit	$2.78
			PLUS 10% Overhead	$5.56
			TOTAL MATERIALS	$63.94
(3)	*EQUIPMENT*			($6,020.00)
			PLUS 10% Overhead	
			TOTAL EQUIPMENT	($6,020.00)
(4)	*Deduct for Restoration*			($500.00)
(5)	*SERVICE*			$500.00
			Service PLUS 10% Administrative Cost	$50.00
			TOTAL SERVICE INVOICE	$550.00
(6)	*INSURANCE & TAXES*			
	Public Liability & Property Damage	0.00		$0.00
	Workman's Compensation			$0.00
	Unemployment & Social Security			$0.00
			SUB-TOTAL	$0.00
(7)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			($11,114.06)
(8)	*BOND*	$0.00	*PER $100.00*	$0.00
(9)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				($11,114.06)

Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation

LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
	Brook Merillo	Foreman		$95.00	-16.00	($1,520.00)	
	Ronald Lauer	Operator		$73.00	-16.00	($1,168.00)	
	Margarito Escalante	Operator		$73.00	-16.00	($1,168.00)	
	Berlai M. Hernandez	Laborer		$61.00	-16.00	($976.00)	
	Issac Morales	Laborer		$61.00	-16.00	($976.00)	
	Patrick Shanahan	Truck Driver		$70.00	-16.00	($1,120.00)	
	Cut and remove area for Aerator					$0.00	
	Brook Merillo	Foreman		$95.00	4.00	$380.00	
	Ronald Lauer	Operator		$73.00	4.00	$292.00	
	Berlai M. Hernandez	Laborer		$61.00	4.00	$244.00	
	Issac Morales	Laborer		$61.00	4.00	$244.00	
	Patrick Shanahan	Truck Driver		$70.00	4.00	$280.00	
	Various	Lowboy Driver		$70.00	4.00	$280.00	
						$0.00	
						$0.00	
			$0.00	**Sub-total sheet:**		($5,208.00)	

BENEFITS: H & W **$0.00** **Total Labor-** -72.00 **($5,208.00)**

42' Diameter Concrete Slab

Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation
MATERIALS

CONTRACT # A26-09 DESCRIPTION:

F/A DATE	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	5.00	Ea	Sakrete	$ 11.12	$ 55.60
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Sub-total materials sheet:		$55.60

TOTAL MATERIALS- **$55.60**

Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation
EQUIPMENT

CONTRACT # A26-09 **DESCRIPTION:** Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation

DATE	EQUIPMENT	MAKE	MODEL	EQUIP #	RATE/HR.	HOURS	AMOUNT
	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	-16.00	($931.52)
	John Deere Excavator	JD	210C	EX-27	$175.81	-16.00	($2,812.96)
	Rammer G88	Rammer	G88	HH-18	$72.60	-16.00	($1,161.60)
	John Deere Excavator - Load out	JD	200C LC	EX-24	$105.94	-16.00	($1,695.04)
	Triaxle Dump	Mack			$124.24	-16.00	($1,987.84)
							$0.00
	Demolish Slab for Aerator						
	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	4.00	$232.88
	John Deere Excavator	JD	210C	EX-27	$175.81	4.00	$703.24
	John Deere Excavator - Load out	JD	200C LC	EX-24	$105.94	4.00	$423.76
	Rammer G88	Rammer	G88	HH-18	$72.60	4.00	$290.40
	Triaxle Dump	Mack			$124.24	4.00	$496.96
	Tractor	Mack		TRC-01	$ 74.35	4.00	$297.40
	4 Axle 8 Tire 40 Foot Lowboy Trailer	Rogers	Various	TRL-102A	$ 31.08	4.00	$124.32
							$0.00
							$0.00
							$0.00
							$0.00
				TOTAL EQUIPMENT-			($6,020.00)

Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation

SERVICE CONTRACT # **A26-09**

DESCRIPTION:

Deduct Tank # 2 Concrete Foundation Demo - Cut out for Aerator Foundation

DATE	*NAME*	*PRICE*
10/6/2026	Mattiola Services	$ 500.00
	Saw Cutting	
	SERVICE TOTAL	**$ 500.00**

A-Del Construction Co., Inc.

10 Adel Drive
Newark, DE 19702-1331
1-302-453-8286, voice
1-302-453-9550, facsimile

DAILY FORCE ACCOUNT/CHANGE ORDER/T&M TICKET 4834

OWNER: Sussex County	DATE: 10/6/27
ADDRESS:	PAGE #: 1 of 1
JOB NAME: Business Park water TANK	JOB No.: 46P039
PURCHASE -or- CHANGE ORDER No.:	

DESCRIPTION OF WORK: Saw cut and demo concrete pad for TANK #2

NAME OF EMPLOYEE	CLASS	REG. HOURS	RATE (office use)	O/T HOURS	O/T RATE (office use)	AMOUNT (office use)
Tim	foreman	4				
Donald Whiley	oper.	4				
Matiola Sawcutting						

MATERIALS (to include any disposal/dump fees)	INV. -or- TICKET #	QTY.	UNIT(S)	UNIT PRICE (office use)	AMOUNT (office use)

EQUIPMENT (to include trucking)	EQUIP. NO.	MAKE	MODEL	HOURS	RATE (office use)	AMOUNT (office use)
Rubber Tired excavator/Breaker	EX-27	JD	210	4		
Breaker HH-18	HH-18			4		
	VB-304	Ford	F-350	4		
Low Boy						

APPROVED: _____ CONTRACTOR

APPROVED: _____ OWNER

PLEASE READ BEFORE SIGNING

*Signature required before proceeding along with customers P.O./C.O. numbers. Customer represents that the signer has full authority to authorize this change. Customer agrees to pay for this change within thirty (30) days from invoice date generated representing this change. No retainage will be withheld from payment of this change by the customer. This change order agreement is non-negotiable and supercedes any other agreement(s) entered in to. Payments not received by A-Del Construction Co., Inc. within thirty (30) days will be subject to a 1.5% per month damages charge. Any attorney fees required to collect outstanding amounts due shall be the responsibility of the customer.

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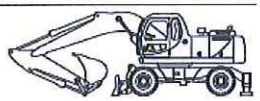
www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for EX-27 in All Saved Models

October 6, 2026

Deere 210C W (disc. 2008)
Wheel Mounted Hydraulic Excavators



Size Class:
20.5 mt & Over
Weight:
45400 lbs

Configuration for 210C W (disc. 2008)

Horsepower	148.0 hp	Operating Weight	20.6 mt
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $18,515.00	USD $5,185.00	USD $1,295.00	USD $195.00	USD $70.77	USD $175.97
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2006: 99.95%)	(USD $9.67)	(USD $2.71)	(USD $0.68)	(USD $0.10)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $18,505.33**	**USD $5,182.29**	**USD $1,294.32**	**USD $194.90**	**USD $70.77**	USD $175.91

Non-Active Use Rates

	Hourly
Standby Rate	USD $53.24
Idling Rate	USD $124.46

Active Rate to Submit

USD $175.91

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25.41%	USD $4,704.21/mo
Overhaul (ownership)	49.36%	USD $9,139.53/mo
CFC (ownership)	14.39%	USD $2,663.78/mo
Indirect (ownership)	10.84%	USD $2,007.48/mo
Fuel (operating) @ USD 5.97	27.3%	USD $19.32/hr

Revised Date: 4th quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 5, 2026

Rammer G88 CITY (disc. 2007)
Hydraulic Impact Breakers

Size Class:
5,001 - 5,999 ft-lb
Weight:
5225 lbs



Configuration for G88 CITY (disc. 2007)

Impact Energy	**5500.0 ft-lb**	Power Mode	**Hydraulic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $10,045.00	USD $2,815.00	USD $705.00	USD $105.00	USD $15.53	USD $72.60
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2007: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $10,045.00**	**USD $2,815.00**	**USD $705.00**	**USD $105.00**	**USD $15.53**	USD $72.60

Non-Active Use Rates

	Hourly
Standby Rate	USD $32.50
Idling Rate	USD $57.07

Active Rate to Submit

USD $72.60

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33.75%	USD $3,389.75/mo
Overhaul (ownership)	43.05%	USD $4,324.48/mo
CFC (ownership)	12.06%	USD $1,210.95/mo
Indirect (ownership)	11.15%	USD $1,119.82/mo

Fuel cost data is not available for these rates.

Revised Date: 4th quarter 2026

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The Rammer BR 2577 (also branded as the Sandvik BR2577 or Allied/Rammer 2577) is a 5,000 ft-lb energy class medium-range hydraulic breaker that corresponds directly to the Sandvik BR2577i (the updated version with remote monitoring features).
Specifications & Equivalence
• Energy Class: 5,000 ft-lb
• Operating Weight: ~1,670 to 1,760 kg (3,680 to 3,880 lbs)
• Tool (Chisel) Diameter: 135 mm (5.3 inches)
• Compatible Excavator/Carrier Weight: 21 to 32 metric tons (46,300 to 70,500 lbs)
• Oil Flow Required: 140–200 l/min (37–53 gpm)
Rammer hydraulic hammers are manufactured under Sandvik, and older or alternative designations like the standard BR2577 and the newer BR2577i share the exact same carrier size requirements, tool dimensions, and hydraulic performance

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www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for EX-24 in All Saved Models

October 5, 2026

Deere 200C LC (disc. 2007)
Crawler Mounted Hydraulic Excavators



Size Class:
19.5 - 21.4 mt
Weight:
46130 lbs

Configuration for 200C LC (disc. 2007)

Horsepower	141.0 hp	Operating Weight	20.9 mt
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $11,035.00	USD $3,090.00	USD $775.00	USD $115.00	USD $43.25	USD $105.95
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2006: 99.99%)	(USD $0.98)	(USD $0.27)	(USD $0.07)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,034.02**	**USD $3,089.73**	**USD $774.93**	**USD $114.99**	**USD $43.25**	USD $105.94

Non-Active Use Rates

	Hourly
Standby Rate	USD $34.42
Idling Rate	USD $78.68

Active Rate to Submit

USD $105.94

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29.81%	USD $3,289.72/mo
Overhaul (ownership)	45.1%	USD $4,977.21/mo
CFC (ownership)	14.87%	USD $1,641.35/mo
Indirect (ownership)	10.21%	USD $1,126.72/mo
Fuel (operating) @ USD 5.97	36.97%	USD $15.99/hr

Revised Date: 4th quarter 2026

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 6, 2026

Ford SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)
Light Duty Trucks

Size Class:
3
Weight:
N/A

Configuration for SUPER DUTY F-350 XLT 4X4 DIESEL (disc. 2018)

Power Mode	**Diesel**	Wheelbase	**142 in**
Model Trim	**XLT**	Gross Vehicle Weight Rating	**11500 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost **(100%)**					-	
Total:	**USD $3,780.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $24.68**	USD $46.16

Non-Active Use Rates

	Hourly
Standby Rate	USD $12.97
Idling Rate	USD $33.52

Tools and expendables= $ 12.06
Total: $ 58.22

Active Rate to Submit

USD $46.16

***Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.38%	USD $1,035.12/mo
Overhaul (ownership)	39.62%	USD $1,497.67/mo
CFC (ownership)	16.85%	USD $637.12/mo
Indirect (ownership)	16.14%	USD $610.10/mo
Fuel (operating) @ USD 5.97	48.78%	USD $12.04/hr

Revised Date: 4th quarter 2026

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All prices shown in US dollars ($)

Adjustments for DT-XX in All Saved Models

October 5, 2026

Miscellaneous 8X4 18YD 85KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs



Configuration for 8X4 18YD 85KGVW

Axle Configuration	**8x4**	Horsepower	**450.0 hp**
Maximum Gross Vehicle Weight	**85000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**15.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,370.00	USD $1,785.00	USD $445.00	USD $67.00	USD $101.61	USD $137.80
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2026: **100%**)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,370.00**	**USD $1,785.00**	**USD $445.00**	**USD $67.00**	**USD $101.61**	USD $137.80

Non-Active Use Rates

	Hourly
Standby Rate	USD $24.88
Idling Rate	USD $111.37

Active Rate to Submit

USD $137.80

*Blue Book Rates using Monthly Ownership Time Standard (FHWA Rate)

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.05%	USD $3,060.66/mo
Overhaul (ownership)	31.25%	USD $1,990.76/mo
CFC (ownership)	10.09%	USD $642.77/mo
Indirect (ownership)	10.61%	USD $675.81/mo
Fuel (operating) @ USD 5.97	73.99%	USD $75.18/hr

Revised Date: 4th quarter 2026

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November 9, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
PCO 06 – Deduct Pedestrian Bridge Footings - Rev

Dear Mr. Parker,

OVERVIEW
The Water Tank # 2 concrete slab was left in place for Sussex County to use as a laydown and storage area. We will be using a small portion of the remaining concrete slab as a support foundation for the pedestrian bridge steps. The original method of attachment with drilled and epoxy dowels will still be utilized.

We are offering the Deduction Amount Of: **($ 768.00) Seven Hundred Sixty-Eight Dollars and Zero Cents** for this work.

Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Cc: PCO 06 Folder Extra work Sum, Labor, Materials

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc. *Date:* **11/9/2026**
Sub-Contractor: *Contract No.:* **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 6

WORK DESCRIPTION
Deduct 2 Pedestrian Bridge Foundatioins
SUMMARY

(1)	*LABOR*			($244.00)
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	($244.00)
			PLUS 5% Profit	$0.00
			PLUS 10% Overhead	$0.00
			TOTAL LABOR	($244.00)
(2)	*MATERIALS*			($524.00)
			TOTAL MATERIALS	($524.00)
(3)	*EQUIPMENT*			$0.00
			PLUS 10% Overhead	$0.00
			TOTAL EQUIPMENT	$0.00
(4)	*SERVICE*			$0.00
			Service PLUS 10% Administrative Cost	$0.00
			TOTAL SERVICE INVOICE	$0.00
(5)	*INSURANCE & TAXES*			
	Public Liability & Property Damage			$0.00
	Workman's Compensation			$0.00
	Unemployment & Social Security			$0.00
			SUB-TOTAL	$0.00
(6)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			($768.00)
(7)	*BOND*	$0.00	*PER $100.00*	$0.00
(8)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				($768.00)

Deduct 2 Pedestrian Bridge Foundatioins

LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Deduct 2 Pedestrian Bridge Foundatioins

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
		Carpenter	$0.00	$61.00	-2.00	($122.00)	
		Helper	$0.00	$61.00	-2.00	($122.00)	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
						$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00	**Sub-total sheet:**		($244.00)	

BENEFITS: H & W **$0.00** **Total Labor-** -2.00 **($244.00)**

Deduct 2 Pedestrian Bridge Foundatioins
MATERIALS

CONTRACT # A26-09 DESCRIPTION: Deduct 2 Pedestrian Bridge Foundatioins

F/A DATE	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	-1.25	CY	Concrete	$ 188.00	$ (235.00)
	-32.00	SF	Forms	$ 2.00	$ (64.00)
	-1.00	LS	Rebar	$ 225.00	$ (225.00)
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Sub-total materials sheet:		$ (524.00)

TOTAL MATERIALS- ($524.00)

October 30, 2026 *Via Email Only*

Attn: Mr. Mark Parker, P.E.
Sussex County Engineering Department
2 The Circle, P.O. Box 589
Georgetown, DE 19947

RE: **Sussex County Contract # A26-09 – Business Park Water Storage Tank Modifications**
PCO 07 – Additional Pipe Supports for Water Piping

Dear Mr. Parker,

OVERVIEW

The modifications completed during the reconfiguration of the 18 inch pipe required additional support foundations and stands. The increase of a total of 7 additional stands is required to support the additional valves and fittings. We have attached a copy of the support documentation for your review.

We are requesting the Amount Of: **($ 17,779.76) Seventeen Thousand Seven Hundred Seventy-Nine Dollars and Seventy-Six Cents** for this extra work. Pricing can be held for 60 days.

Please contact me with any questions.

Sincerely,

Glen C. Kolb
Project Manager
A-Del Construction Co., Inc.
gkolb@a-del.com
South Office: 302-933-8733
Mobile: 302-575-4822

Enclosures: (11) ADEL Summary Worksheet, Labor, Materials, Equipment, EquipmentWatch Reports, Like Kind Material Invoices

EXTRA WORK

Prime Contractor: A-Del Construction Co., Inc.
Sub-Contractor:

Date: **10/30/2026**
Contract No.: **A26-09**
Contract Name: Business Park Water Tank
Division: South

PCO # 6

WORK DESCRIPTION
Pipe Supports
SUMMARY

(1)	*LABOR*			$5,070.00
	Subsistence			
	Health & Welfare Benefits			$0.00
	Pension			
			Sub-total	$5,070.00
			PLUS 5% Profit	$253.50
			PLUS 10% Overhead	$507.00
			TOTAL LABOR	$5,830.50
(2)	*MATERIALS*			$8,639.11
			PLUS 5% Profit	$431.96
			PLUS 10% Overhead	$863.91
			TOTAL MATERIALS	$9,934.98
(3)	*EQUIPMENT*			$1,342.60
			PLUS 10% Overhead	$134.26
			TOTAL EQUIPMENT	$1,476.86
(4)	*SERVICE*			$0.00
			Service PLUS 10% Administrative Cost	$0.00
			TOTAL SERVICE INVOICE	$0.00
(5)	*INSURANCE & TAXES*			
	Public Liability & Property Damage	10.60		$537.42
	Workman's Compensation			$0.00
	Unemployment & Social Security			$0.00
			SUB-TOTAL	$537.42
(6)	*TOTAL LABOR, MATERIALS, EQUIPMENT, INSURANCE & TAXES*			$17,779.76
(7)	*BOND*	$0.00	*PER $100.00*	$0.00
(8)	*Subcontractor*	0%	*For Prime Contractor (If applicable)*	$0.00
TOTAL AMOUNT OF FORCE ACCOUNT				$17,779.76

Pipe Supports
LABOR

CONTRACT # **A26-09** **DESCRIPTION:** Pipe Supports

DATE	*NAME*	*CLASS*	*H & W*	*RATE*	*HOURS*	*AMOUNT*	*H & W/HR.*
	Jeff Paddock	Foreman	$0.00	$95.00	10.00	$950.00	
	Brook Merillo	Foreman	$0.00	$95.00	10.00	$950.00	
	Ronald Lauer	Operator	$0.00	$73.00	10.00	$730.00	
	Margarito Escalante	Laborer	$0.00	$61.00	10.00	$610.00	
	Berlai M. Hernandez	Laborer	$0.00	$61.00	10.00	$610.00	
	Issac Morales	Laborer	$0.00	$61.00	10.00	$610.00	
	Chase Collis	Laborer	$0.00	$61.00	10.00	$610.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00			$0.00	
			$0.00	**Sub-total sheet:**		$5,070.00	

BENEFITS: H & W **$0.00** **Total Labor-** 60.00 **$5,070.00**

Pipe Supports
MATERIALS

CONTRACT # A26-09 DESCRIPTION: Pipe Supports

F/A DATE	QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	2	Ea	16" Saddle Supports SS	$ 817.57	$ 1,635.14
	5	Ea	18" Saddle Supports SS	$ 1,207.33	$ 6,036.65
	20	LF	2" Sch 40 SS Pipe	$ 17.89	$ 357.80
	1.00		Base Reinforcement	$ 250.00	$ 250.00
	7.00	Each	12" SonoTube	$ 19.68	$ 137.76
	28.00	Bags	Sakrete	$ 7.92	$ 221.76
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Sub-total materials sheet:		$ 8,639.11

Pipe Supports
EQUIPMENT

CONTRACT # **A26-09** **DESCRIPTION:** **Pipe Supports**

DATE	*EQUIPMENT*	*MAKE*	*MODEL*	*EQUIP #*	*RATE/HR.*	*HOURS*	*AMOUNT*
	Crew Truck - Utility Body	Ford	F-350	UB-341	$58.22	10.00	$582.20
	Skidsteer	JD	644K	LD-27	$76.04	10.00	$760.40
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
TOTAL EQUIPMENT-							$1,342.60

WHITE CAP

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS
866 - SALISBURY MD (TRI)

(410) 546-2900
110 COLUMBIA DRIVE
SALISBURY MD 21801

TERRITORY:

SHIP TO: 10006431768

SHOPPING CENTER
36169 ZION CHURCH RD
FRANKFORD DE 19945

ACCOUNT # 10000865458

A-DEL CONSTRUCTION
10 ADEL DRIVE.
NEWARK DE 19702

INVOICE

INVOICE NUMBER
50040446661
INVOICE DATE
10/27/2026
CUSTOMER PO NUMBER
46P056

MAKE CHECKS PAYABLE TO:
White Cap, L.P. **P.O. Box 4852** **ORLANDO, FL 32802-4852**

TO VIEW AND PAY ONLINE GO TO:	http://whitecap.billtrust.com
ENROLLMENT TOKEN:	WPV WWS LTD

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
10/26/2026	76066867	RICK SHELTON	BRADY, DANIEL	HILL, JAY

BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
866	10006431768	NET 30 DAYS	2. OUR TRUCK	SHOPPING CENTER

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 43410098 **********	1	0	0	1	0.00	
1	DELIVERY CHARGE	DELIVERY CHARGE/FUEL SURCHARGE		35.00 USD		1	35.00	0.00
1	24265302880	80LB TYPE S MORTAR MIX SAKRETE	21	9.71 EA	0	21	203.91	0.00
2	433SAKCM80	80LB BAG CONCRETE MIX SAKRETE	21	7.92 BAG	0	21	166.32	0.00

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Crimson Steel Supply, Harmac, Kenseal, National Ladder & Scaffold, Contractor's Clothing, Marvel Building & Masonry Supply, MASONPRO, Site Supply, Williams Equipment & Supply, and Valley Supply Co. Learn more at About.WhiteCap.com
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RECEIVED BY: JEFF PADDOCK SIGNATURE COPY ON FILE

TOTAL GROSS	405.23
TOTAL TAX	0.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	405.23

CONSTRUCTION

SUBMITTAL TRANSMITTAL

Business Park Water Tank

Submittal No. BPWT07 Rev **Date:** 10/13/2026

Project Information	Record Engineer
Owner: Sussex County	JMT
2 The Circle	
Georgetown, DE 19947	
Attn: Mark Parker	
	Attn:

Supplier	Manufacturer
	Standon Pipe Supports
Fortiline	Stainless Steel Standon Pipe Supports
Attn:	

Product Information:

	Standon Model S92 Saddle Supports w/ Concrete base detail

Submittal Number	BPWT07 Rev
Deviations	None: X As Listed: ___
Spec Number	
Drawing Number	N/A

Certification Statement

Representation is made to the Owner and Engineer that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data: that he has reviewed and coordinated the information in each shop drawing with the requirements of th by approves this subn

Signature: _____

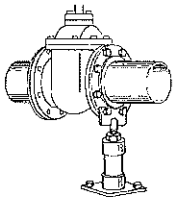
Contractor: A-Del Construction Co. Inc.

10/13/2026

Main Office
10 Adel Drive
Newark, DE 19702-1331
(302) 453-8286

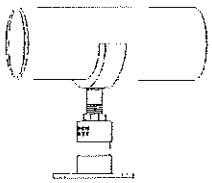
Southern Office
20139 Lowes Road
Millsboro, DE 19966
(302) 933-8733

www.a-del.com



STANDON PIPE SUPPORTS INC.

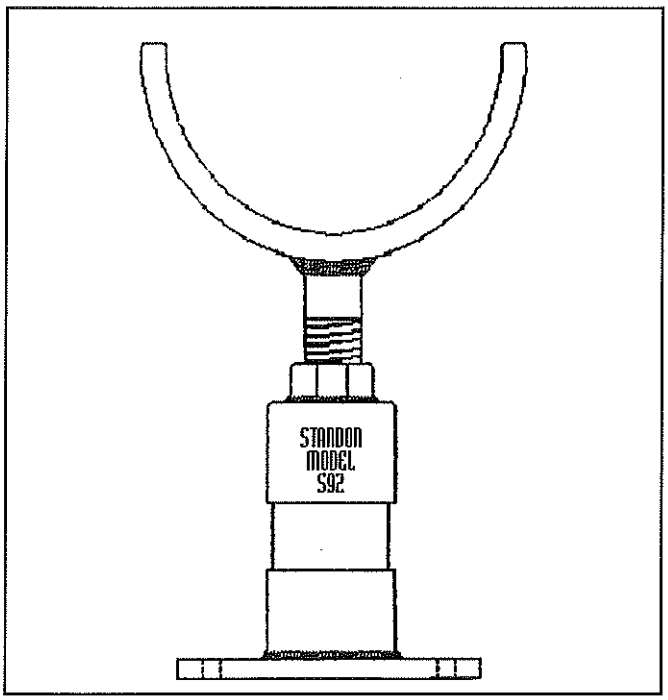
ADJUSTABLE PIPE SUPPORTS



Standon Model S92 Saddle Support

The Standon Model S92 Saddle Support was specifically designed to fit your pipe! A nearly 50% circumferential cradle (170°), and a pipe-to-saddle gap clearance of less than .125" guarantees excellent performance.

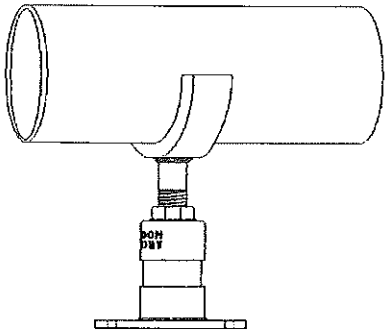
The Standon Saddle Support comes with an oversized base and an adjustable collar allowing up to 3" of fine adjustment.



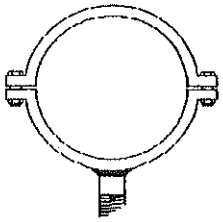
The Standon Saddle Support is offered in a variety of metals and sizes. Because corrosion is a concern, we offer a galvanized finish. Better yet - try our 100% 304 stainless steel version.

"Quality you can Stand On"

"All Models Tested to 10,000 lbs. Compressive Strength"



Packaged in an easily inventoried box, the Standon Saddle Support is always ready to do the job. An installation guide is included with each Support. The customer supplies the course extension pipe (size is determined by the size of the support being used). The extension pipe should be field cut to the length required. No threading is needed. The collar and base cups are sized to accept standard sizes of iron pipe. Schedule 40 is the minimum thickness recommended.



The Standon model C92 is a two piece, full circle saddle clamp. It comes supplied with two bolts and nuts to retain the matching top saddle.

For product availability and ordering information on these and other products offered by Standon Pipe Supports Inc, please call:

(503) 533-5256 or FAX (503) 533-5501

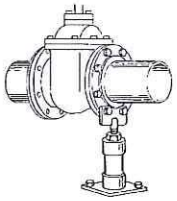
or visit our website at

www.standon.net

STANDON PIPE SUPPORTS INC.

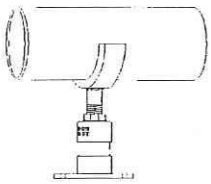
PO Box 247

Forest Grove, Oregon 97116



STANDON PIPE SUPPORTS INC.

ADJUSTABLE PIPE SUPPORTS



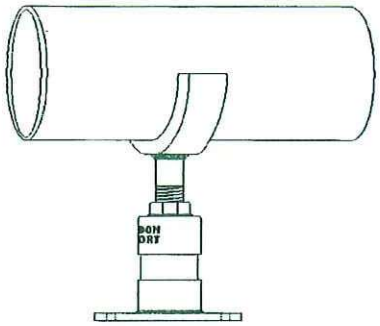
Standon Model S92 Saddle Support Product Specification Sheet

ALL MODELS TESTED TO OVER 10,000 POUNDS - COMPRESSIVE STRENGTH

MATERIAL -

Saddle strap:	ASTM A36
Collar / base cups:	ASTM A53 / ASTM A513 D.O.M. tubing
Thread stud:	ASTM A36, rolled thread, grade ASTM A307
Base plate:	ASTM A36 sheet steel

Optional Material - 100% 304L or 316L Stainless steel



FABRICATION -

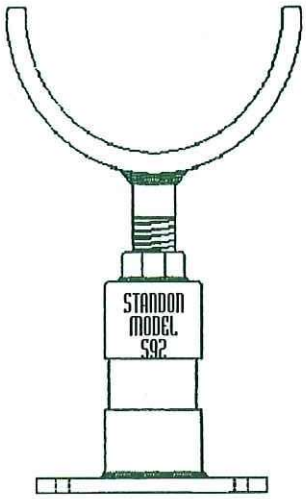
All welds:	100% MIG welding, electrode E70XX
Saddle:	Formed to ductile iron pipe radius
	Optional neoprene liner available for IPS pipe

FINISH - All supports have corrosion resistant, electro-galvanized finish.
Hot dip galvanizing available - specify at time of order

OPTION- A neoprene liner is available to isolate pipe from saddle.

DIMENSIONS - (Note: call manufacturer for 30" through 48" support info.)

SUPPORT SIZE	STRAP SIZE	THRD STUD	BASE PLATE	EXTENSION PIPE REQ.	MINIMUM DIST. TO FLOOR
2"	.375" x 2"	1" x 6"	4" x 6" x .25"	2" Sch. 40	7"
2.5"	.375" x 2"	1" x 6"	4" x 6" x .25"	2" Sch. 40	7"
3"	.375" x 2"	1" x 6"	4" x 6" x .25"	2" Sch. 40	7"
4"	.50" x 2"	1" x 6"	8" x 8" x .25"	2" Sch. 40	7"
6"	.50" x 2"	1" x 6"	8" x 8" x .25"	2" Sch. 40	7"
8"	.50" x 2"	1" x 6"	8" x 8" x .25"	2" Sch. 40	7"
10"	.50" x 2"	1" x 6"	8" x 8" x .25"	2" Sch. 40	7"
12"	.50" x 2"	1" x 6"	8" x 8" x .25"	2" Sch. 40	7"
14"	.625" x 3"	1½" x 6"	8" x 8" x .5"	3" Sch. 40	9.5"
16"	.625" x 3"	1½" x 6"	8" x 8" x .5"	3" Sch. 40	9.5"
18"	.75" x 4"	2" x 6"	8" x 8" x .5"	4" Sch. 40	10"
20"	.75" x 4"	2" x 6"	8" x 8" x .5"	4" Sch. 40	10"
24"	.75" x 4"	2" x 6"	8" x 8" x .5"	4" Sch. 40	10"



INSTALLATION -

To insure proper Support performance and stability; After final height adjustment is attained, apply tack welds to both support cups and extension pipe. Use E70XX electrode for welds. The base plate should be anchored to the floor with removable anchor bolts. If re-adjustment is required at a later date, remove anchor bolts and rotate entire lower unit using collar nut. Re-anchor base plate.

For product availability and ordering information on these and other products offered by Standon Pipe Supports, please call:

(503) 533-5256 or (877)693-0727

FAX (503) 533-5501

WWW.STANDON.NET

STANDON PIPE SUPPORTS INC.

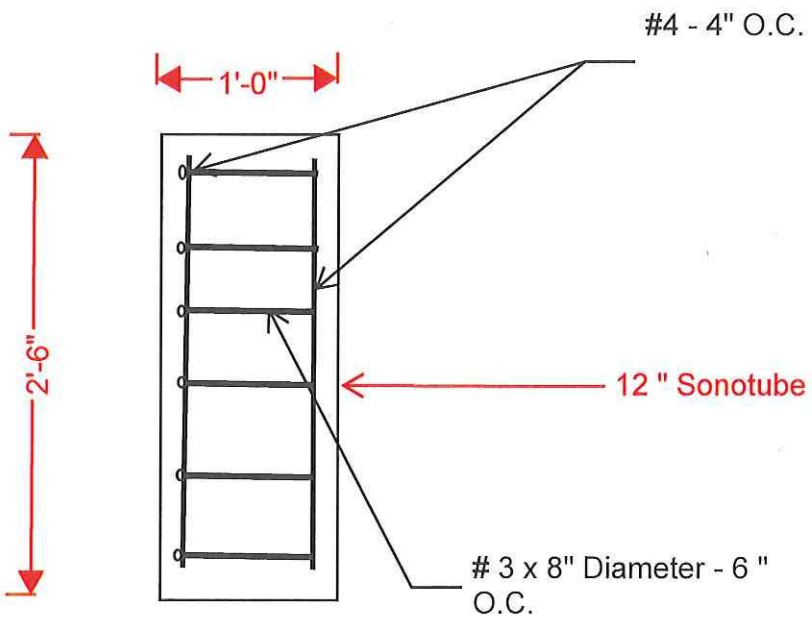
2800 Taylor Way Bldg. 1

PO Box 247

Forest Grove, OR 97116

Pipe stand concrete supports

1.) 8" - 2 each
2.) 10" - 1 each
3.) 16" - 2 each
4.) 18" - 5 each



Concrete support
3000 PSI concrete or
Sakrete High Strength



Hover Image to Zoom



Shop SAKRETE

12 in. x 48 in. Tube for Concrete

4.5 (60) Questions & Answers (18)

$19.68

- Used for concrete footings, piers, and posts applications

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SAKRETE 8 in. x 48 in. Concrete Form Tube

★★★★½ (461)

$13.98



JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
(302) 855-7878 T
pandz@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

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

CC: Everett Moore, County Attorney

Date: November 12, 2026

RE: County Council Report for C/Z 2061 filed on behalf of Sandie, LLC

The Planning and Zoning Department received an application (C/Z 2061 filed on behalf of Sandie, LLC) for MR-RPC Medium Density Residential - Residential Planned Community District to an MR-RPC Medium Density Residential - Residential Planned Community District to amend Conditions of Approval for C/Z 673 (Ordinance No. 294) in relation to the addition and use of recreational amenities. The Tax Parcel ID is 334-6.00-553.02. The property is located at 18462, 18464 & 18466 Plantation Boulevard, Lewes. The parcel size is 4.29 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on July 22, 2026. On August 19, 2026, the Commission recommended approval of the application for the 15 reasons and subject to the 20 recommended conditions of approval as outlined within the motion (copied below)

The County Council held a Public Hearing on the application on October 27, 2026. At the conclusion of the public hearing, the Council deferred action on the application, leaving the record open until the close of business on Friday, November 13, 2026, to receive additional written comments.

Below are the minutes from the Planning & Zoning Commission meeting on July 22, 2026, and August 19, 2026.

Minutes of the July 22, 2026, Planning & Zoning Commission Meeting

C/Z 2061 Sandie, LLC

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY

RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR C/Z 673 (ORDINANCE NO. 294) IN RELATION TO THE ADDITION AND USE OF RECREATIONAL AMENITIES FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.29 ACRES, MORE OR LESS. The property is lying on the south side of Plantations Boulevard, approximately 0.46 mile north of Cedar Grove Road (S.C.R. 283) and 0.14 mile west of Plantation Road (Route 1D & S.C.R. 275). 911 Addresses: 18462, 18464 & 18466 Plantation Boulevard, Lewes. Tax Map Parcel: 334-6.00-553.02.

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's Presentation materials and exhibits, a Revised Site Plan, a survey, the Staff Analysis Report, a letter received from the Sussex County Engineering Department's Utility Planning Division, the DelDOT Service Level Evaluation Response Letter, a letter received from the State Fire Marshal's Office, and copies of past Ordinances and meeting minutes, including Ordinance No. 294. Mr. Whitehouse advised the Commission that a total of 211 public comments had been received regarding the application, which included multiple pages, multiple documents and a petition.

The Commission found that Ms. Mackenzie Sindelar, Esq. with Saul Ewing, LLP spoke on behalf of the Applicant, Sandie, LLC and the owner and operator of Dave Marshall Tennis & Pickleball; that also present were Mr. Dave Marshall, member of Sandie, LLC and the owner and operator of Dave Marshall Tennis and Pickleball, Mr. Carlton Savage, Civil Engineer with Scaled Engineering, Inc., Mr. Dennis James (D.J.) Hughes, II, P.E., Traffic Engineer with For Sure Hughes, LLC; and Ms. Kim Hoey Stevenson, former Planning & Zoning Commissioner for District 3 and Public Relations Professional with Hoey Communications Group; that other members of the team who were not present for the hearing included, Mr. Jeffrey Wolf, Architect with Jeffrey Wolf Architecture, and Ms. Amy Reese, Landscape Architect with Love Dirt, LLC.

Ms. Sindelar stated that she represented Sandie, LLC, the applicant and property owner, in connection with their Change of Zone application, in connection with the property designated as Tax Map Parcel No. 334-6.00-553.02; that the application sought an amendment to the Comprehensive Zoning Map of Sussex County from an MR-RPC (Medium Density Residential – Residential Planned Community) to an MR-RPC (Medium Density Residential – Residential Planned Community) for the purpose to allow for a recreational area, for public access, and to improve the site further with recreational facilities and amenities, such as an indoor (not outdoor) pickleball and racket courts, an outdoor pool, parking areas, and sidewalks to the recreational area; that this request would thereby amend the original approval for Change of Zone, C/Z 673, which was approved in August 1985; that this application involved a lot of history; that initially, the Applicant, with support from prior legal representation, before she became involved, understood that they could rebuild the facility, which is currently being proposed, but without the pool, by simply obtaining a building permit; that the previous pool was destroyed by a fire; that the Applicant learned that the proposal was required to proceed through Site Plan review, and approval processes, which would not have been a public hearing; that ultimately, during Site Plan review, a letter from the Board was evaluated by the Planning & Zoning Commission, and ultimately resulted in the scheduling of the current public hearing; that the Applicant was requesting to rebuild and replace the recreational facilities, some of which were lost in a fire in 2024; that Sandie, LLC is the owner and the

Applicant of the application; that Sandie, LLC owned the property in fee simple, having acquired the property in 2008, with Dave Marshall Properties, LLC; that later by a deed dated, December 16, 2010, Dave Marshall Properties, LLC conveyed its entire interest to Sandie, LLC; the Dave Marshall Tennis and Pickleball is the tenant of the property, and is a well-known, long-standing racquet sports facility operated by Dr. Marshall and his son, Jordan, and a dedicated team, all embodying a friendly mom-and-pop culture; that the club offers year-round indoor and outdoor play, featuring both, indoor hard courts and outdoor clay courts for tennis; that with Dr. Marshall's extensive experience coaching players on the Association of Tennis Professionals and the Women's Tennis Association Tours, the facility provides professional coaching, clinics and private lessons for players of all skill levels; that the club enjoys strong community interest support in Sussex County, as demonstrated by the overwhelming support for the application; that memberships were affordably priced, making them accessible to many residents of Sussex County; that Dr. Marshall had operated the recreational amenities since 1995; that the property itself encompasses approximately 4.29 acres, as confirmed by survey, and was situated on the south side of Plantation Boulevard, about 0.46 mile north of Cedar Grove Road (S.C.R. 283), and 0.14 mile west of Plantation Road (Rt. 1D) and Route 275; that the 911 addresses were 18462, 18464 and 18466 Plantation Boulevard, Lewes, Delaware, being Tax Map Parcel No. 334-6.00-553.02; that the property was zoned MR-RPC (Medium Density Residential – Residential Planned Community), falling into the Plantation's Residential Planned Community, which was established through Change of Zone No. 673, changing the zoning from MR to MR-RPC; that some of the adjacent properties are zoned the same; that there was also a mixture of residential, agricultural, commercial and business uses nearby; that the property was located within the Coastal Area, which was a designated Growth Area in Sussex County per the 2018 Comprehensive Plan; that the Comprehensive Plan indicates that the Coastal Area can accommodate development, provided that specific environmental concerns are addressed; that a range of housing types, including single-family homes, townhomes, and multi-family units are permitted; that additionally, retail and office uses are appropriate, although larger shopping centers should be positioned with access along arterial roads; that mixed-use developments are also encouraged; that medium to high density residential, ranging from four to 12 units to the acre were also considered to be suitable, provided that central sewer and water is provided, as well as near employment centers and along main roads; that the 2025 Delaware Strategies for State Policies and Spending Map identifies the property as being located predominantly within Investment Level 1, with a small portion being located within Investment Level 2; that site was surrounded by similarly designated properties; that Investment Level 1, reflected areas already developed in urban and suburban style, where infrastructure was present or readily available, and where future redevelopment or infill projects are encouraged by State policy; that Investment Level 2 areas encompassed less developed regions within municipalities, rapidly growing areas in the County with impending water, and wastewater services, areas adjacent to Investment Level 1, and smaller towns and rural villages that should grow consistently with their historic characters, along with suburban areas, and public utilities; that in both Investment Level 1 and Investment Level 2 areas, State investments and policies should endorse and encourage a diverse range of uses and densities, promote alternative transportation options, optimize existing public and private investments, and enhance community identity and integrity; that additionally, according to the Sussex County's Comprehensive Plan §410, in Investment Level 1, it was the State's intent to use its spending and management tools to maintain and enhance community character, promote well-designed and efficient new growth, and facilitate redevelopment in Investment Level 1 areas; that in Investment Level 2, it was the State's intent to use its spending and management tools to promote well-designed development in those areas; that such development provides

for a variety of housing types, user-friendly transportation systems, essential open spaces, recreational facilities, and other public facilities and services to promote a sense of community; that the property is part of the Plantations RPC, which included single family lots, and condominium units collectively referred to as the Plantations property, detailed in the Declaration Plan for Plantations, recorded as Plot Book 36, Page 96; that the original RPC application was considered by the prior Commission at their meeting of May 16, 1985; that the application was subsequently approved at the County Council meeting on August 27, 1985, through Ordinance No. 294, which was contained within the record; that the Ordinance was very simplistic in nature, and was nothing like what Ordinances would be currently in terms of conditions; that previously, the property and the Plantations were owned by Crown Estates, a Delaware partnership, who developed the project; that it included the residential components, but it also included the recreational area, as well as the spray irrigation area; that the recreational area, Phase One Residential area, Expanded Residential area, and Spray Irrigation area were all a part of the original approval; that the underlying Declaration of Covenants, Conditions, and Restrictions for the Plantations, recorded as Deed Book 1461, Page 54, provided language to the effect that every owner of a condominium unit, lot or improvement upon payment of a fee, has the right to enjoy the recreational area, the recreational properties, and the related facilities; that this right was subject to specific conditions, one of which permitted the developer and its successors to allow non-owners to use the recreational property and facilities for a reasonable fee; that additionally, the developer can establish permissible commercial uses within that area, construct structures for other uses, and lease them to operators, owners and managers of businesses; that these provisions clearly indicate that from the inception of the Plantation's RPC, the intention was to create a recreational area, with facilities to be accessible to both residents of the community, as well as to the public; that therefore, the current proposal to enhance the recreational facilities, some of which were lost as a result of a fire, within the recreational area, aligns with the original intent of developing this particular property, as part of the larger RPC and as confirmed by the documents of public record; that all of the mentioned documents were held within the public record; that even if owners were not on actual notice, which seemed unlikely given the existence of the recreational area since the community's inception, which were in plain sight, owners were at least on constructive notice; that there are documents of public record, which clearly outline the recreation area, how it was intended to be used, and its size; that the recreation area had been used exactly in that way since its inception; that arguments to the contrary hold no water; that several comments were submitted suggesting that the original approval was not complaint with the RPC code, implying that the acreage designated for the use was somehow excessive or not permitted; that to the contrary, one might argue that the allocated space was actually undersized, given the total acreage of the RPC, which was approximately 154.59 acres; that the existing acreage allocated for the recreation area, therefore does comply with the RPC Code, and specifically §115-119.B, which specifies a standard of one acre per 100 dwelling units, with a total of 608 dwelling units, 376 in Plantations East, and 232 in Plantations West; that this standard allows for a recreation area of approximately 6.08 acres; that therefore, the recreation area, at approximately 4.29 acres, complied with the requirement; that Ms. Sindelar presented to the Commission Google Earth aerial images from March 1992, which reflected the original recreational facilities, and a portion of the property record card; that the property card reflected that in the early 90s, two pools, storage buildings, and tennis were permitted by Building & Licensing at that time; that there were questions regarding the use and continued use; that for a long time, and since inception, the facilities had been used by others, not just the community residents; that the record contained a 1994 article announcing the hiring of a new general manager and tennis director; that an advertisement from 1995

described the area and the community as resort living; that indicated that it was not only the residential component, but also the recreational component; that historical records indicate that the use had existed, operated and was permitted since the mid-80s; that she presented an image from 2005 illustrating the recreational facilities that were available; that on the image one could see that there used to be two pools; that there had been historical swim meets at the property; that the larger, Olympic sized pool was retired, due to a crack in the liner, and the cost of replacement was cost prohibitive; that a picture from July 2010 showed what existed at the time, but also reflected a parking area that Dr. Marshall used to rent from the community; that there previously was a dispute regarding the use and rental of the parking lot, which ultimately escalated into litigation between the Applicant and the community; that the key point was to note that there used to be a parking lot on the property, where everyone parked to use the space; that the parking area eventually became too costly for Dr. Marshall to continue renting the space; that the area was partially retired and grassed over; that she believed there were dumpsters within that area currently; that in the 1980s, condominium owners in the Plantations RPC paid recreation fees for access to the property, while outside memberships were also available; that as early as 1988, Mr. Walter Chappie Layman, a member of the original ownership group, attempted to contract Dave Marshall Tennis Services to run a tennis program at the property, although there was no agreement reached at that time; that by the early 1990s, the recreational areas were established, even before some of the residential units; that by the mid-1990s, around 1995, Dave Marshall Tennis began staffing and managing the tennis program at the property; that around 1990, the Property Owners Association of the RPC chose to opt out of the recreational fee that was paid, leading many owners to participate in specific recreational areas that they utilized; that the membership fee was an a la carte; that the fee structure became uniform for both owners and the broader outside community; that initially, Mr. Dennis Vandermeer operated an academy offering memberships and weekend clinics; that in 2008, the Applicant and Dave Marshall Tennis acquired the property, shortly after, facing challenges from the housing market crash; that during this period, a collaborative relationship developed between the residents of the Plantations RPC and Dave Marshall Tennis; that the relationship included compensating residents for the use of the parking areas, allowing the HOA to place a dumpster on the property for trash collection, maintaining a library and meeting room in one of the recreational facilities, which allowed meetings for the community to be held at a minimum cost, and providing use of a maintenance storage shed at no cost; that this long-standing relationship eventually led to a lawsuit stemming from a fee dispute regarding the Applicant's use of the parking lot; that the issue evolved into a broader dispute over access to the property, which resulted in an agreement between the parties; that under the agreement, the Applicant is required to pay a fee to the Plantations Owners Association, Inc., with specific payment terms outlined in the agreement; that this agreement was designated as the Declaration of Cross Easement and Maintenance Agreement, recorded as Deed Book 4154, Page 292; that the drafter of that document was Mr. David Hutt, Esquire; that there had been discussions regarding amending the agreement, which the Applicant was considering; that to date, the Applicant had paid approximately $150,000 to the Plantations Owners Association, Inc. for historical parking area usage and the easement rights granted under the agreement; that the Applicant was not aware, as they were not a member of the community, of how the Plantations Owners Association uses or has used the fees; that the easement fee, which was described and defined as a maintenance fee within the agreement, was supposed to be used and should be used for the joint use of the Plantations Boulevard easement area; that between 2013 and the fire in 2024, the vibrant tennis, pickleball and fitness facility operated at the property; that it also offered activities such as hot yoga, Pilates, Weight Watchers, counseling, and other programs to paying members; that in 2024 full memberships for the gym, tennis,

and pool access was $950 annually with no additional fees; that while memberships were priced at approximately $1,300 per year; that for those seeking partial access to the facility, there were a la carte pricing with gym memberships at $15 per month, with full access at $250 per month, or $500 for a family of five; that given the short capital contribution and HOA amenity fees in other communities, especially within Rehoboth and Lewes, she felt those prices were very reasonable; that tennis members were considered full members; that the club, over its history, and time at the property had gained recognition through its professional tennis coaching, with players coached by Dr. Dave Marshall, achieving success at prestigious events like Wimbledon, the U.S. Open, French Open and World Tour Finals; that camps were also offered featuring Hall of Famers, Mike and Bob Bryan, along with Madison Brengel, Megan Fudge, and Ryan DeHart; that this operation continued until a fire of unknown origin happened on January 12, 2024; that the fire resulted in the total loss of the previous clubhouse; that in its simplest form, the current application proposed to reconstruct the recreational facilities in the fire; that the operations support many local fundraisers such as the Lewes Fire Company, Camp Rehoboth, the YMCS, the annual Cape Gazette 5K, the Harry Cave Foundation, First Responder fundraisers, the Community Resource Center, the Big Fish Foundation, the Bryan Brothers Foundation and many others; that the existing recreation facility included six indoor courts, comprised of two tennis courts and four pickleball courts; that there were four outdoor tennis courts; that there was a gym, storage facilities, restrooms, and parking; that currently, there were 45 parking spaces on the site with two ADA compliant spaces; that when entering the property, one could see the existing parking lot, some landscaping boulders with no parking signs; that they proposed to place additional signage to address some of the off-site parking issues; that on January 12, 2024, the prior clubhouse caught fire due to unknown causes, which resulted in a total loss; that the foundation of the building was tied to the foundation of the pool; that when the fire occurred, it was advised from a structural integrity perspective, to also abandon the pool; that the prior clubhouse was approximately 13,383 square feet; that the proposal included constructing a new building of approximately 9,984 square feet to serve indoor courts; that they are proposing a clubhouse about 3,399 square feet smaller than the previous clubhouse; that the proposed building would be designed to be more integrated into the property, as it will align more with the existing structures, rather than the previous clubhouse which extended closer to the property lines and the condominium unites on the one side of the entrance; that the new plan reduced the footprint of the prior building, allowing it to blend more seamlessly with the surrounding improvements on the site; that the proposal features a pool and a proposed deck area, describing the disturbed area; that they had and were continuing to have discussions with the community about the size of the pool; that the proposal also contemplates an additional 62 regular parking spaces, and an additional four ADA compliant spaces, along with sidewalks, which will all be subject to final engineering; that from a financial perspective the proposed pool would be a total loss to Dr. Marshall and the business, however, he was offering the pool for good neighborly relations and considering that a pool had previously been present at the property; that it was his understanding that a vast majority of residents are excited about the prospect of the pool; that she present the Commission a conceptual design, and architectural rendering for the proposed build, which maintained earth toned colors, which were requested and proffered as a condition; that Dr. Marshall painted some other buildings on site green to blend in with existing vegetation, which had been requested by some members of the community; that the purpose of the MR Zoning District was to provide for medium density residential development in areas that were or were expected to become generally urban in character, where sanitary sewer and public water supplies would be available at the time of construction; that the recreational use would resemble typical uses and practices in residential communities and would be compatible with the

area; that the use had existed since the communities inception, supported by governing documents of the community, and aerial images dating back to the early 90s, which publicly advertised the concept of resort and club life; there thereby informing the community of its presence; that whole the Applicant acknowledged the public use of the property, and its existing and proposed uses, §115-29.E of the Code permits recreational activities, such as tennis courts and swimming pools to operate as private membership facilities, not for commercial purposes and subject to certain siting requirements; that it was also common in private developments to impose an amenity fee, similar to the membership fee, but often at a higher rate, to maintain and enhance recreational facilities, ensuring they remain accessible and well-managed for all residents; that therefore, the proposed use fits within the permitted activities in the MR District, and aimed to enhance the community and its enjoyment; that the purpose of the RPC District Overlay was to encourage large-scale developments, as a means of creating a superior living environment through unified developments and to provide for the application of design and ingenuity, while protecting existing and future developments, while achieving the goals of the Comprehensive Plan; that the stated purposes of the MR District and RPC Overlay are addressed and met in the proposed application; that both central water and sewer services were available; that the property was situated in an area with more urban characteristics, surrounded by numerous existing residential developments, as well as a variety of small and large businesses and commercial uses, more predominantly located on Route 1, but also conveniently located close to Route 1, and Five Points; that the application replaces the prior clubhouse that was lost to a fire, and would enhance the recreational amenities with the addition of new courts, pool, parking, sidewalks, and landscaping; that they had included a conceptual Landscape Plan, which primarily showed where landscaping would be proposed; that they were continuing to work with the Board and the community, as it related to additional screening that may be appropriate; that a Preliminary Site Plan was submitted into the record; that the Site Plan was conceptual, and was not to be considered a final, as based on the community comments, and the Commission's recommendations, modifications may be required as necessary to improve the use and its coexistence with the residential community; that the building was proposed to be tucked tight with the rest of the existing improvements; that this would allow for double the existing parking spaces; that additional site data and parking calculations could be located on the plan for review; that the Applicant was the recipient of the Delaware Sports Tourism Investment Fund Grant Award in the amount of $1 Millon; that the grant operates as a match fund, meaning the Applicant's expenditure of up to a million dollars would then be matched by an amount equal of up to a million dollars; that there was a lot of questions related to traffic, and what was represented in the grant proposal; that the Applicant's Traffic Engineer would speak to the traffic, trip generation and traffic flow; that access to the property was provided from Plantations Road, using certain internal streets of the Plantations in accordance with the Declaration of Cross Easement and Maintenance Agreement; that her client had paid, in connection with the use, over $100,00, despite the untrue statements suggesting there had been no contribution from her client to the maintenance of the streets; that the issue of access, use and maintenance fees, for those access ways were established by written recorded agreement and recorded easement plot, which had already been litigated and decided; that there had been requests for changes to the underlying agreement and related changes to the capital funds and maintenance fees, which her client was reviewing and currently considering; that her client was not looking to relitigate the issue, but was willing to consider amendments; that he had paid over $100,000 to the community to maintain the current roadways; that he had offered to assist with repaving, and was willing to continue that conversation; that any outcome must be fair; that there needed to be accountability for the maintenance of the roadways, as it was not entirely evident what historical improvements had been made; that any consideration for the

use of the easement should be proportional to the Applicant's use, and Ms. Sindelar requested to have Mr. Carlton Savage speak on the stormwater, to be followed by Mr. Hughes to discuss traffic for the project.

The Commission found that Mr. Carlton Savage, Principal and Sr. Civil Engineer with Scaled Engineering, Inc., spoke on behalf of the application's stormwater management. Mr. Savage stated that they had already had conversations with the Soil Conservation District in Sussex County; that on September 29, 2025, they had a meeting to discuss what would be required for rebuilding the application; that based on that meeting, it was determined that that they would be a non-residential standard plan; that those requirements were listed; that some of those requirements are less than an acre of disturbance; that they were about 0.75 acres of disturbed land; that the pre-existing land cannot be forest, which it was not; that the application was originally built in 1985; that a lot of the areas had stormwater management, but under older regulations; that therefore those areas would be considered unmanaged for stormwater; that one must compare the curve number pre and post, to what was there and what was designed; that based on that comparison, one could see that the majority of the site was paved with the original proposal; that the current proposal eliminated some of the pavement; that the runoff that would be generated by the proposal would be less than what was there previously; that the site does sheet flow in a couple different directions, heading towards a ditch where there were trees in the back, crossing the parking lots and heads to ditches; that there were also stormwater management pipes across the property on the site which came from the stormwater management ponds; that those pipes had been cleaned out in the past; that discussions had been taken regarding those maintenance items as well; that the standards for the application required by Sussex Conservation District (SCD), would be the submission of a Standard Non-Residential Plan; that there would be silt fencing provided; that they would provide all the requirements of the plan, but not any detailed calculations other than showing the two; that they were on the path of getting their Site Plan approval; that in 2025, they received an email from the Sussex Conservation District requesting final plans, and should the current application be successful, they would continue the process with the Soil Conservation District.

Madam Chair Wingate stated they Mr. Savage mentioned that the standards had changed and questioned if they were still required to manage any stormwater runoff.

Mr. Savaged stated absolutely, that the standard plan was one of the processes; that there was a detailed plan and a standard plan; that the detailed plan typically involved when one needs to build a stormwater management item because one would be increasing runoff; that in cases where runoff was not increased, such as the current application, where it would be less impervious, and the runoff would be decreased, no detailed plan would be required.

Mr. Dennis James (D.J.) Hughes, II, P.E., President and Sr. Traffic Engineer with For Sure Hughes, LLC spoke on behalf of the application's traffic impact. Mr. Hughes stated that as part of the application, a DelDOT Service Level Evaluation Request was required; that consistent with DelDOT and Sussex County's MOU (Memorandum of Understanding), DelDOT responded that the application would have a diminutive impact on local roadways, which equaled an increase of fewer than 50 trips per day; that previously the fire that destroyed a building that was larger by about 4,000 square feet; that the building they were proposing to rebuild was about 4,000 square feet less than the previous building; that the

proposed pool and deck were basically replacing the previous improvement; that before the application was submitted, they had submitted their Site Plan to DelDOT; that DelDOT responded by providing a Letter of No Impact, where DelDOT stated there would not be any improvements associated with the application, and that no further review would be required by DelDOT; that DelDOT and general traffic engineers are required to follow the national standard of the Institute of Transportation Engineers Trip Generation Manual; that the 12th edition being the most current edition; that they had discussed the recreational area, and the appropriate land use Code 495, which was a recreational community center; that a recreational community center included meeting rooms, social quarters, swimming pools, saunas, whirlpools, racquetball, handball, pickleball, tennis courts, indoor and outdoor facilities, exercise classes, and also could be open to public access, public use, and there would typically be a membership fee charge; that the previous use included Hot Yoga, Irish dance classes, Pilates, and Weight Watchers, as well as counseling, along with the existing pickleball and tennis courts; that the current application proposed to only have pickleball courts insides, with a pool and deck outside, which used to exist previously; that when one totaled up all the buildings, the previous facility, excluding the storage building, was 40,000 square feet, which totaled 1,153 trips per day, not just 1,153 cars per day; that this basically equated to 577 cars in and out each day; that the morning peak hour came out to 81 trips in and out; that the evening hour came out to 116 trips in and out; that the recreational community center covered all the previous and current proposed uses; that with replacing the building with a smaller building, it equaled about 1,055 trips per day, equating to just under 530 cars coming in and out; that the morning hour would equal 74 trips per day, and the evening hour would equal about 106 trips per day; that the supporting data and calculations came from the ITE (Institute of Transportation Engineers Trip Generation Manual); that there had been a lot of discussion regarding the pickleball tournaments, especially when people heard 500 players; that those 500 players would be over the course of three days; that at any one time, there would not be any more than about 40 to 50 players on the site; that parking was also an issue of concern; that there was 47 existing parking spaces, and 66 parking spaces were proposed; that parking would be more than doubling; that there would be 113 parking spaces on the site, including ADA combined parking spaces; that if the ITE stated, if one held a daily week or weekend tournament, sometime between Monday and Friday, it would generate 666 total trips, which would be like 334 cars entering and exiting; that during the morning it would be 33 trips; that in the afternoon it would be 75 trips; that on Saturdays those trips counts would go up; that the trip count for the previous use was 1,153, with the daily use actually being higher at 1,055 trips; that on Saturday there would be 898 ADT, equating to 499 acres in and out throughout the course of the day; that it would be spread throughout the course of the day; that 130 trips would be the highest hour; that traffic flow was one of the most stated concerns within the submitted comments, and expressed at their open house; that they had discussed making a one-way entrance, and improving signage to ensure everyone knows how to get to and from the site; that there were also expressed concerns regarding headlights; that they would eliminate head-in parking where headlights would be a concern; that they had discussed a hedgerow to block headlights, however, he did not believe there was enough room on their site to provide a hedgerow; that one would be able to make a U-turn to get out; that they had decided to keep a two-way coming out; that the issues mentioned were Site Plan issues; that the Site Plan would be required to go through Final Site Plan review; that there had been discussions regarding speed bumps; that he would recommend tables or humps, as they were more gradual; that speed bumps come with noise than generally people to do not like; that gated access was already provided, which acted like a speed table; that the gate would not be open when during a pickleball tournament; that when they visited the site at 2:00 p.m. on a Friday there were 60 pickleball players and

20 tennis players on the site; that there was plenty of parking at that time; that they were proposing to double the parking; that regarding the pickleball court tournaments, they assumed up to 17 courts being the most that would be played during tournaments; that the traffic numbers previously provided were based on 17 pickleball courts being used as the maximum during a tournament; that the average daily traffic during the weekday was 667, and the average daily traffic is 898 on a Saturday; that those traffic counts were based on a maximum of 17 courts during a tournament; that within the existing facility, on July 4th weekend, there was a tournament, and 12 to 15 would be a good number assumption per year. Mr. Collins questioned whether Mr. Hughes could provide the traffic numbers for the Plantations community itself, compared to the provided traffic count numbers, to provide the Commission with a relative traffic impact.

Mr. Hughes stated that he did not have the number off the top of his head, however, he did have the calculation noted, which could be provided during the rebuttal period; that he believed it to be around 2,000 ADT for the community, based on the number of single-family and multi-family units equaling 232 units, and it was definitely more than what the recreational community center was.

Mr. Collins stated that it sounded like the proposal would bring in almost 1/3rd of what traffic would be brought into the development.

Mr. Hughes stated 1/3rd was roughly about the percentage of traffic.

Mr. Allen questioned how many hours per day a normal pickleball tournament would run, as he had concerns regarding the impact study which estimated 47 cars, per hour, per court.

The Commission found that Mr. Dave Marshall, member of Sandie, LLC and the owner and operator of Dave Marshall Tennis and Pickleball, spoke on behalf of the application. Mr. Mashall stated that a typical tournament would run from 9:00 a.m. to approximately 5:00 p.m. or 6:00 p.m.; that the tournaments run in groups, being 3-0, a break, then 3-5 and 4-0, moving forward in that manner; that the tournaments our completed in levels; that tournaments are usually two to two and a half hours; that people come and leave; the pickleball is not a spectator sport; that pickleball was a participant sport; that people arrive for the tournament, and usually arrive with their partner; that generally there would not be two separate cars, which happens a lot when people from the community come to play; that the tournaments are all day, however, the brackets last about two to two and a half hours.; that they cannot have 500 people at once, because they are unable to manage that number of people, and they would only be able to manage it over a certain amount of days.

Ms. Sindelar stated in conclusion that they had pulled together a set of Findings and Conditions, which she requested to submit into the record; that she had shared a version of the conditions with Mr. David Hutt, Esq., the community's attorney; that the version currently being submitted did not incorporate any of Mr. Hutt's comments, which they had received that morning; that she had not had an opportunity to review his comments; that they would work with Mr. Hutt on the suggested changes with the goal of coming into terms by council; that the Conditions clarified what the use was, being a recreational facility and amenities for public access, including provisions for community engagement and events; that the hours of operation proposed were 6:00 a.m. until 10:00 p.m., Monday through Sunday; that a security

system already existed on site, but would be enhanced considering the new build; that all security lighting, which was a request of the residents, would be downward screened; that parking would be in compliance with the Code; that the Final Site Plan would indicated drive aisles; that they would condition further and clarify the one-way traffic pattern that Mr. Hughes had previously discussed; that a Final Site Plan would include a Landscape Plan, which would show all limits of disturbance; that they were developing additional landscaping and screening plans with the goal of presenting those additional details to County Council; that they had proffered a Signage Plan to show where parking is allowed and where parking would be prohibited; that for areas of prohibited parking, appropriate warnings would be posted; that the Applicant was agreeable to also displaying a map on their website outlining designated and prohibited parking areas, along with notice, confirming that any vehicles parking in violation of those regulations, would be towed at the owner's expense; that any trash receptables and dumpsters would be shown on the Final Site Plan; that they had agreed to have earth toned colors, consistent with the Applicant's rending for the new building; that as Mr. Savage had previously discussed, all stormwater management would be in compliance with the applicable regulations; that regarding the construction, site work, and deliveries, just to an from the property, they had provided the standard condition that would generally be placed with a residential community, providing restrictions on construction hours; that the Preliminary and Final Site Plans would be subject to the review of the Planning Commission; that should the request no be approved, Dr. Marshall would continue to operate the use, as it currently exists; that ultimately, the courts are critical for his business and his livelihood, as well as for the success of the club and its future; that if Dr. Marshall could not maintain a successful business within the community, with the addition of the proposed facilities, he may be forced to consider selling the property, and any potential alternative just based off surrounding uses, would likely be residential; that her statement was not intended as a threat, but rather a sort of reality; that if Dr. Marshall cannot operate at the site, he will be required to move on; that the proposal was not for a booming business; that it was a mom and pop operation, as it was family ran; that the operations were critical to Dr. Marshall and his family's livelihood; that Dr. Marshall was committed to goodwill and collaboration with the community, despite some of the past and continued misunderstandings and disagreements with some members of the community; that Dr. Marshall was actively engaged with the current Board; that Ms. Hoey-Stevenson and her team had been very helpful in maintaining consistent outreach and communication; that a open house was held the past Friday, July 17, 2026, from 2:00 p.m. to 4:00 p.m.; that there was a great turnout; that Dr. Marshall agreed to enhance the site, the aesthetics of the site; that he engaged a traffic engineer to provide information regarding traffic at the public hearing, and in the future; that Dr. Marshall was willing to talk through contributions to road maintenance; that she was confident that she and Mr. Hutt, Esq. could work through that together; that Dr. Marshall had provided additional on-site parking; that he was willing to add more on-site parking; that he had adjusted some of his programming to remove Isish Dance; that some people were concerned about the noise of the prior use on the site; that Dr. Marshall also offered a 10% membership discount to community residents for the proposed facilities; that he was agreeable to reasonable infrastructure improvements, including contributing to the repair of the road, landscaping upgrades, and installing screening where appropriate; that Dr. Marshall was offering the new pool, despite it financially being a total loss for him; that she appreciated that all residents may not support the proposal, however the reality was that the facility had always existed and residents should have been aware of its presence; that it was really troubling to think that some voices, which are a minority, could shut down the proposal; that many in the community, not only within the Plantations, but in the broader Sussex County community, rely on, and enjoy the use; that it was worth considering the implications of allowing those who wish to see Dr.

Marshall fail, to dictate the future of the community facility, especially after it was partially destroyed due to a devastating fire; that in many communities, amenities of this nature, come with substantial amenity fees; that this facility was an affordable recreational resource that serves both the community and the broader public, being a staple for the area; that many within the community know the value Dr. Marshall had brought to the community, showcased in numerous letters of support; that one general letter captured the essence of what the organization meant; that it stated that the organization served the community, and the proposal would better meet the current needs, including indoor, not outdoor , pickleball courts, expanded parking, and a community pool; that importantly the proposed footprint is smaller than the prior facility; that the letter also emphasized the professionalism and smooth operation during events, even major tournaments, minimizing traffic congestion and parking challenges; that the facility had also supported numerous non-profits and charitable causes previously mentioned; that one proponent of the application. Mr. Leon Robinson wrote "*Today more than ever in the community mobile device world, we have now become a place like Dave Marshall Tennis and Pickleball facility update, expanded and improved is what people need. It would be able to serve even more members of the community, as well as creating a first-class visitor destination that uplifts and supports the entire area. Dr. Marshall is not just a coach or business owner. He's a father of two, and a mentor to many youths that have come to his facility*"; that a letter submitted by Mr. Bob Bryan, Captain of the United States Davis Cup Team, underscored the importance of community facilities for family and children, emphasizing their roles in promoting healthy lifestyles, and community connections, stating "*Facilities like Dave's are important community assets. They provide children with a place to learn, families with a place to spend time together, and adults and seniors with opportunities to stay active, health, and connected. They also attract visitors from throughout the region, supporting local restaurants, hotels, and businesses while contributing to the local economy.*"; that Ms. Sindelar request to submit additional letters of support received from residents in the community, as well as some of the information handed out at the open house that succinctly summarized and highlighted a lot of what was covered during the current public hearing, but much more abbreviated; that she requested the Commission's recommendation of approval, subject to reasonable conditions; that should the application be approved, they were open, willing and able to continue work with the residents as plans move forward to address their concerns, and she was confident that all concerns could be addressed through imposition of conditions or in the form of an amendment to the previously mentioned agreement.

Mr. Collins stated that in general, the Commission was very supportive of businesses and providing recreational facilities for a wide variety of different types of activities for the citizens of the County, and certainly within the resort area; that at the same time, he expressed concerns regarding the traffic counts that the Plantations already had, as he felt they were pretty terrible; that he believed, on any given weekday, especially during the summer season, but even in the off seasons, traffic was becoming very difficult; that he had visited the site, at which time he had to wait approximately nine minutes to make a left turn to exit; that he requested additional insight to the difference of traffic, and that he understood DelDOT had indicated that the proposal would not provide a significant impact, however, the citizens of Sussex County did not seem to believe that.

Mr. Hughes stated that he felt the key thing to remember was that there was a building existing before; that the previous building was larger; that the previous building was destroyed by a fire, and replaced with a smaller building; that the proposal went to DelDOT, where they basically had indicated that based on

the MOU (Memorandum of Understanding) of the different levels, the proposal would be fewer than a 50 trip increase, and would actually be considered a decrease.

Mr. Allen questioned whether the vehicle trip calculation would be considered by membership more so that the building size.

Mr. Hughes stated that DelDOT's traffic counts were based on the square footage of the buildings; that this was generally the calculation uses; that every application is required to by submitted to DelDOT for a Service Level Evaluation Request (SLER); that DelDOT's response was their words, not his; that DelDOT determined the proposal was an increase of less than 50 trips, which designated the application as a diminutive impact; that DelDOT was also provided the Site Plan, which is considered for entrances purposes, not just over all traffic; that DelDOT responded with a Letter of No Impact; that building size generally provides the most data, and that was generally what was used.

Mr. Collins questioned whether tournaments were part of the prior Conditional Use.

Ms. Sindelar stated that they used to have tournaments under the previous Conditional Use, and tournaments were currently ongoing.

Mr. Collins questioned how frequently the tournaments were held and questioned whether the Applicant would be willing to accept an imposed condition limiting the number of tournaments to be held per year.

Mr. Dave Marshall stated that currently a tournament is held every month; that they no longer offer Pilates, which created 20 to 30 people every hour; that Pilates was held in the back building; that the gym was gone, which had about five to 10 people at one time; that there was a counseling business; that the pickleball building would have five courts, and five courts multiplied by four people, equaled a total of 20 people.
Ms. Sindelar stated that Dr. Marshall's calculations were where Mr. Hughes' trip generation numbers came from, and there was a lot of very detailed traffic and trip generation numbers provided that supported Mr. Hughes' presentation.

Madam Chair Wingate stated that what the Commission may be seeing regarding the traffic impact may be from all the other projects.

Mr. Collins stated that he felt there was an opportunity for DelDOT to place another roundabout.

Mr. Hughes stated that a roundabout was about to be constructed; that the proposed roundabout would alleviate making a left-hand turn, whether one was coming out of the tennis courts or from Orton Circle, and one would only be able to make a right turn.

Mr. Pettyjohn questioned whether summer camps were provided for children who do not drive.

Mr. Marshall stated that they just had a summer camp, where 40 children attended and they were dropped off.

Mr. Pettyjohn questioned whether there was a drop-off plan, whether there was a back-up plan, and whether there was a fire lane required.

Mr. Marshall stated that they annually hold a weeklong camp, being the Gaby & Dave's Annual Tennis Camp, provided by himself and Madison Brengle's mother; that it is a sleepover camp; that they rent condos, and it was not an everyday drop off in the morning, pick up in the afternoon situation.

Mr. Savage stated that buildings of 10,000 square feet or more trigger the fire lane requirement; that he assumed the buildings were previously approved by the Fire Marshal, back in 1985; that the proposed building was smaller than 10,000 square feet; that they will need to submit their Final Site Plan to the Fire Marshal for approval; that there was discussion regarding reducing the lane coming in; that he felt the one way would be fine, however, he would not suggest going with a smaller width on both as the width would be needed for a fire lane and fire apparatus; that all the lanes are typically designed to be 24 feet wide; that the Fire Marshal would contact them with any questions; that if flipped, one would be required to drive around the building to get into the parking located in the middle of the site; that the felt their proposed configurations were best for moveability.

Mr. Pettyjohn questioned whether parking space was currently being rented to the development.

Ms. Sindelar stated that parking space was not currently being rented to the development; that the annual maintenance fee was in connection with the easement agreement, having nothing to do with any exterior spaces, and was only for the road in and road out, more or less; that Mr. David Hutt, Esq. had much more knowledge regarding the historical dispute, and the resultant easement agreement, and they were in current discussions about possible changes to the easement agreement.

Mr. Collins questioned whether the Commission could require the agreement to be updated prior to the potential Final Site Plan review, in an effort to ensure that any updated contribution amounts or similar was all worked out between the homeowner's association and the Applicant's organization.

Ms. Sindelar stated that as it stood today, she was not comfortable with Mr. Collin's proposed condition; that she needed to work with Mr. David Hutt, Esq.; that she had only received the information from him earlier that morning; that she had not had an opportunity to vet or review the provided information; that currently, she considered the proposed condition unreasonable, however, she could not say it would not happen, and currently it required further review.

Mr. Jamie Sharp questioned the number of tournaments, whether the Applicant was willing to condition the number of tournaments per year, and whether vendors or food trucks were proposed for the tournament events.

Madam Chair Wingate stated that the Applicant proposed 12 to 15 tournaments annually, as 12 tournaments were currently being held annually.

Mr. Marshall stated that the only time they brought in food trucks was for first responders; that Kyle Schaefer had brought in food trucks to feed the people themselves; that this was part of a charity tournament where they had donated their facility to the Schaefer Foundation for first responders; but otherwise, they do not do food trucks.

Ms. Sindelar stated that if there was any example of a situation of an exception to that rule, they had discussed applying for a Sussex County Special Event through the Special Even application process.

Mr. Sharp questioned whether there were any specific grant requirements, specific to the tournament; that he understood there was previous reference to the Delaware Sports Tourism but questioned whether there were limitations based on that with a directive to have more outside people using the facility than people perhaps within the Plantations or the surrounding area.

Mr. Marshall stated that the tournaments would have less people over the weekend that the current number of people; that the difference was that people from the community pay $8.00; that when people from the outside come, they were paying a much higher fee, because they are playing a tournament versus a community drop-in, and there would be less people throughout the three days than there would be each day.

Mr. Sharp questioned whether it was safe to state that the primary use of the additional facility, including the pool, would mainly be for the residents of the Plantations and the community surrounding it, and requested a percentage estimate of memberships from residents of the Plantations.

Mr. Marshall stated that the pool would 100% be for the community of the Plantations; that he did not know an estimated percentage of Plantation residents with memberships; that there were at least 10 to 15 tennis players located on both side; that there was a good amount, but he was unsure of an exact number; that there were more Plantation resident memberships when there was a gym, Pilates, and a pool, but they had not had those things for two years.

Mr. Sharp questioned whether there were hopes to build those things back up for the residents of the Plantations.

Mr. Marshall stated that he was absolutely planning to provide the pool; that he hoped to bring back the gym and the courts; that it was a win-win for the amenity of a pool for the people who live there; that he believed there had been historical studies stating that where there is a pool, property values rise; that there were two sides to every issue; that everyone needed to look at it as a neighborhood, and for people who are renting, where there is no pool, people would not want to go there.

Mr. Sharp stated that there were multiple comments both in support and in opposition, however, there was a comment submitted regarding access pathways for residents of the Plantations, and questioned whether good, navigable pathways, via foot or bike, would be provided.

Mr. Marshall stated that there would be access provided; that residents would be able to walk over the berm on the side, by the back tennis courts; that residents could walk through the grass field, where the parking lot used to be located; that the new pool would be in front of the old pool house; that they were

able to save that from the fire; that residents would not have to walk on the road where the circle is; that there were no sidewalks provided within the Plantations community, and there were sidewalks provided on the subject site.

Mr. Sharp stated that he had noticed in the 2013 maintenance agreement, it talked about the maintenance fee that Mr. Marshall paid for contributions; that he questioned whether he had been making those contributions; that there was a note that stated unless there was a change in use; that it appeared that maybe there had been some preliminary discussions with the HOA about that, and whether the proposed use would constitute as a change in use under that prior agreement, and he questioned whether they had discussions with the HOA regarding this.

Mr. Marshall stated that he had been making those contributions; that Mr. David Hutt, Esq. had gotten back to Ms. Sindelar, Esq. earlier that morning; that there were different points that they had been going back and forth on; that they had been in discussions with the Board for the past five to six months in an effort to move forward, and there was an open line of communication.

Mr. Sharp stated that within the submitted written comments, a question was brought up regarding the TIS (Traffic Impact Study), and he questioned, regarding trip generation, whether DelDOT's Service Level Evaluation Response considered when the clubhouse was in existence, to what was being proposed currently.

Mr. Hughes stated that with DelDOT, anything that existed within the last three years was considered existing; that he did not believe DelDOT provided any specific numbers within their letter; that DelDOT had stated that it was an increase of less than 50 vehicle trips per day; that per the regulations, if it was existing three years ago, they considered it existing; that therefore, DelDOT would have been comparing the existing facility, which existed within the last three years and before the fire, to what was currently being proposed; that the total square footage was 40,011 square feet, including everything but the storage building; that 36,000 square feet was being proposed, resulting in a 3,999 square foot decrease than what existed and burnt down.

Mr. Sharp questioned how long the tournaments were proposed to be.

Mr. Marshall stated that the tournaments were over three days, consisting of Friday, Saturday and Sunday, resulting in 45 days a year.

The Commission found that Mr. David Hutt, Esq. with Morris James, LLP spoke on behalf of the Plantations Condominium Association, Inc., as well as the Plantations Property Owners Association, Inc., being the two associations that govern the Plantations Residential Community within which the subject site currently lies. Mr. Hutt stated that the associations were neutral on the application; that the associations have left support and opposition up to the individual residents of the community, that the Planning Commission essentially had two options, being recommended approval or denial of the application; that should the application be recommended for approval, there would certainly be conditions placed on that approval; that as a matter of prudence, in the case the Planning Commission ultimately recommended approval of the application to County Council, he would conclude his

presentation with some recommended conditions that would be important to protect the existing residents of the Plantations community; that §115-118 states the purpose of the RPC (Residential Planned Community) District, was to encourage large-scale developments as a means of creating a superior living environment through unified developments and to provide for the application of design ingenuity, while protecting existing and future developments; that his proposed conditions were intended to protect existing developments; that in this case was 231 residents within the Plantations; that Ms. Sindelar has presented some history regarding the Plantations; that the RPC was adopted in August of 1985 as Ordinance No. 294; that as referenced, there were no Conditions of Approval on Ordinance No. 294; that within the Ordinance, there were three facts found, which basically stated that there was going to be an RPC; that the other historical document that was referenced during the presentation was a portion of the declaration that created the community, being an 11 page document; that the Commission saw the provisions presented earlier, regarding what was referred to as the recreational property in that document; that he would submit that one of the things that had led to the consternation that had existed historically as represented by the litigation which was referenced, was that there was a shift in time over the use of that; that typically, when one sees a recreational facility, one sees a pool or a pool house within a community, which is thought of as the community amenity; that the Declaration supports that and even states it; that Article 3 states that every owner of the condominium unit lotter improvement upon payment of the fees established by the developer, has a right of enjoyment in and to the recreational property and recreational facilities; that over time, that went from being a community facility and amenity, to pretty much a wholly commercial enterprise, situated in the middle of the community; that there are some residents who pay the fees and participate in that, however, it was not connected like one would typically think of regarding a community pool or community clubhouse; that the original declaration had a Right of First Refusal for the Property Owners Association, to be able to purchase that property of a little over four acres located within in the middle of the Plantations; that very curiously, within three years of the developer putting that declaration of record, they sold it to a third-party entity, which happened to be owned by the developer; that the developer essentially extinguished the right of First Refusal on their own; that the RPC would not be the same if it were enacted today; that the current Delaware Uniform Common Interest Ownership Act would stand in the way of that type of activity occurring; that he wanted to focus on protecting the existing community, which was part of the RPC Code; that in this case, it was the 231 property owners who would be the most impacted; that every time a person wants to visit the site, they would be required to drive through the gated access of the Plantations community to get there; that sometimes when there is an RPC with a commercial component, the commercial component would be located on the road and other than any interconnectivity that exists between the residential use and the commercial use, they are not necessarily tied together; that the three parties, being both associations and Sandie, LLC are very tied together, as one can see from the Site Plan; that many concerns had been expressed regarding traffic and parking; that secondly, concerns had been expressed regarding the construction process itself; that other expressed concerns were regarding the nuisance factors that happen anytime commercial and residential are combined and located right next to each other; that another concern was regarding landscaping; that the primary concern was that of parking and traffic; that regarding construction, one of the primary concerns was that the only entrance was located down Plantations Boulevard through the gated access to the community; that if the application were more of a typical fashion, there would be a construction entrance for all construction equipment, so that it would not travel down a finished road within the community; that there was concern regarding the impact of construction on the residents of the community, regarding the hours of operation; that the construction

could create dust and trash from dumpsters; that these issues would be a great inconvenience to what was a very existing and mature community; that other concerns related to noise, headlights of people parking at the facilities, and hours of play; that he believed everyone knew and appreciated how well landscaped and maintained the Plantations community was; that concern was expressed that the commercial use would need to be required to reflect that in its Landscape Plan; that a good example of the communication that had already occurred between the Applicant and the community was the Landscape Plan Ms. Sindelar presented to the Commission; that the proposed Landscape Plan was an attempt to be responsive to some of the concerns that had been raised to Sandie, LLC; that the plan was reflective of the existing landscaping within the Plantations already; that should the application be acted on favorably, the Associations would request that a condition requiring landscaping to continue back, so that the commercial site, within the Plantations, would have the same cohesiveness, with respect to landscaping; that Ms. Sindelar did share her client's proposed conditions with him in advance of the hearing, so that he could share them with the Property Owners Associations; that he requested to submit a markup of those conditions; that the new conditions had not yet been shared with all of the Homeowners Association members; that the Board was neutral to the application; that should the Commission act favorably on the application, those were the types of conditions that would protect the residents of the community; that the first item was that the language being heard about tennis, pickleball and the outdoor swimming pool was too broad; that recreational facilities and amenities could accompany or describe a number of things; that they would like it to get down to what those uses will be; that he refined the hours of operation to add a time period for the activities; that the Applicant proposed 6:00 a.m. to 10:00 p.m.; that with respect to someone playing sports or participating in swimming, that the time be between 7:00 a.m. to 9:00 p.m.; that this left a little room on either side, for the Applicant to prepare courts or do whatever necessary to begin and end a day; that the second one was additional, which stated that all pickleball courts play and events will be indoors; that he believed that condition was proposed by the Applicant; that pickleball had become a very controversial sport; that he believed if the play was indoors, a lot of the controversy would be diminished; that the third proposed condition related to the water surface area of the pool; that a 3,500 square foot pool was proposed, being an attempt to get back the pool that previously existed on the site; that there would also be a time frame for construction, similar to what the Commission would generally impose, or what the Code currently states regarding when amenities needed to be constructed; that the proposed condition would have a requirement that the pool construction would be completed within six months from the date of Final Site Plan approval; that the fourth condition was one proffered by the Applicant, being that after completing construction of the new facilities, to include the pickleball center, swimming pool, and parking areas, and within six months thereof, that Plantation Boulevard would be milled and overlaid throughout that process; that the existing Cross Access Easement and Maintenance agreements shall be update to reflect the permitted use; that propose Condition No. 6 there was an addition to the parking being marked with respect to which direction the travel would go; that there was a proposed condition that there would be a one-way flow of traffic to and from the circle at the end of Plantations Boulevard; that it was important, as there are people who try to go the wrong way; that signage or anything that could be done in order to make sure there is an orderly flow of one-way traffic into and out of the site would be very helpful; that proposed Condition No. 7 provided additional language regarding landscaping; that there was language about being consistent with the existing plantings in the adjacent Plantations Residential Community; that the largest area of addition to that talks about the northern boundary of the property, which was the location of the new parking area; that there would be a continuous border, whether it is vegetation or

fencing, be installed along the parking perimeter to separate the area from the residential area located immediately adjacent to it; that there was a height limit stated, because of the current height of the Plantations greenery; that six feet would be the maximum height that would work underneath that to fill that in; that the Applicant proposed signage regarding designation for parking spaces; that they request the Commission review a Signage Plan regarding entry and access, ingress, and egress to and from the site; that proposed Condition No. 10 mentioned a speed bump being installed; that it related to the entrance seen on the far right side, into the parking lot from the time one leaves Plantation, the circle or roundabout through the parking lot is a long straight road or drive aisle; that when there is a long, straight road in front of someone, they naturally go faster; that the placement of a speed bump or speed hump would provide some traffic calming measure to discourage that type of activity; that the last two proposed changes were regarding any trash receptacles or dumpsters are screened from the adjacent property lines; that with respect to the earth tone colors, there was proposed language to add that they be consistent with the color palette that was already within the adjacent residential community; that his comments were not intended as support or opposition, and should the Planning Commission act favorably on the application, to consider the proposed changes to those conditions as there were things that would help protect the existing residents of the community.

Mr. Sharp stated that he had previously questioned Ms. Sindelar about the Maintenance Agreement, and he questioned whether it was the HOA's position that would need to be amended should the application be approved.

Mr. Hutt stated that it would be the HOA's position that the Maintenance Agreement would need to be amended should the application be approved, and as Ms. Sindelar had stated, discussions had already begun with respect to that amendment.

The Commission found that there were six people present who wished to speak in support of the application, and there were 15 people present who wished to speak in opposition to the application.

The Commission found that the following people spoke in support of the application: Ms. Maria Francu, Mr. Christopher Pajak, Mr. Frank Fumagalli, Ms. Robin Verdery, Ms. Laurie Bronstein, and Ms. Megan (Margaret) Rice, on behalf of the non-profit, First State Pickleball Club.

The Commission found that the following people spoke in opposition to the application: Mr. Arthur Garcia, Mr. Dino Costas, Ms. Kathy (Kathleen) Tyler, Ms. Jeanmarie Dolan, Mr. Lawrence Mullen, Ms. Emily Wheatley, Mr. Jim Anderson, Ms. Diana Sampayo, Mr. Ryan Cox, Ms. Susan Towers, Mr. Rob Goldberg, Ms. Carrie Anderson, Ms. Billie Travalini, Mr. Duane Arnold, and Ms. Susan Gilbert.

Madam Chair Wingate questioned whether any consideration had been given regarding a separate permanent entrance to the commercial facility.

Mr. Savage stated that he had not considered anything other than the application and Site Plan currently before the Planning Commission; that larger improvements would require a lot more requirements from DelDOT, as well as a lot more stormwater management, and it would take the current application from

basically a replacement type project, to something that would create a much larger impact on not only the Plantations community, but the surrounding properties as well.

Mr. Collins questioned whether any disclosures that had been made to buyers in the past regarding the status of the property, and what it could be used for, be placed into the record to help build the record regarding the awareness or not to the residents regarding how the property could be used.

Ms. Sindelar stated that those disclosures were already within the record; that the provided disclosures included the declaration and the ads, which were included within her PowerPoint presentation; that she was unsure if the submitted information was provided within the disclosures when buying; that she was unsure how she would come by that information, and she and Mr. Hutt could potentially have conversations regarding those documents.

Ms. Sindelar spoke as part of the permitted five-minute rebuttal period. Ms. Sindelar stated that their team take years to pull together applications, as it was an iterative process; that the process requires the application to go through various different iterations of plans that are informed by public comments and meetings with members of the public; that she could not speak to the why some members of the public and the community were not able to access the information; that this application had engaged a professional relations person, who was responsible for communications which were communicated to the Board; that they had met with Board members, as well as with some people who opposed; that from her perspective, they worked really hard to engage with the public; that the grant information was included within the material; that it was not a secret; that the information was included in their application material, which was included in the public record; that they focus on all the details; that they had a team of credentialed professionals, including engineers, specifically civil engineers, and traffic engineers who took a lot of time and effort to go through the plans to make sure that they were well adjusted to the community; that as she represented, they were willing to work, and continue to work with the community and Mr. Hutt, Esq. to make sure they get it right; that they believed all issues mentioned during the hearing could be addressed in the form of reasonable conditions, and therefore, they would request for a recommendation of approval accordingly; that for clarification, referencing minor verse major support of the project, she was specifically referring to the hundreds of letters and signatures that were on the public docket that overwhelmed the number of opponents; that her statement was substantiated, and she requested to hand over her remaining time to Mr. Hughes, to provide clarification regarding traffic points.

Mr. Hughes spoke as part of the remaining permitted five-minute rebuttal period. Mr. Hughes stated that someone had previously stated that there would be no more than 50 players on the site per day; that what the Applicant had stated was that there would be no more than 50 players on the site at one time; that the per day traffic information provided clearly showed that there would be over 500 cars per day for the daily use; that DelDOT's Plantation Road Project was proposed to include a roundabout; that the site was located within the DelDOT Henlopen TID (Transportation Improvement District); to return to Mr. Allen's questioned regarding the square footage based on the daily use of the recreational center, the pickleball courts were based on 17; that it was based on courts, not square feet; that he had previously overstated the traffic counts for residential use; that the 200 single family units would be about 2,000; that the 200 multi-family condo units versus 32 single family units, which equated to a total of 1,537 ADT; that when one totaled the 1,055, it equaled 2,592; that this equated to a 40-60% split regarding the traffic;

that the possible speed hump was a Site Plan issue that they could work out; that he could not recall where he had seen one placed in a parking lot; that he would assume everyone would prefer a speed hump over a speed bump, as there definitely would be noise associated with speed bumps, and generally with sporting events, located on the website, there are parking maps provided to indicated where participants are permitted to park.

Mr. Sharp questioned whether there would be any outside loudspeakers or any similar devices proposed as part of the application, and when considering the pool and the tournaments, he questioned how parking was envisioned and would interplay with those using the pool.

Mr. Marshall stated that no loudspeakers were proposed as part of the application.

Ms. Sindelar stated that what was designed on the site was in compliance with the Code; that there was enough parking available to accommodate the usage on the site; that the breakdown of how the numbers were calculated was located in the Site Data Column; that for anyone opposed, they were available to speak with them; that she felt if they could sit down, they would be able to explain, as some of the information was really hard to understand, and they were happy to meet with anyone who wanted to meet and discuss the application.

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

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

In relation to C/Z 2061 Sandie, LLC. Motion by Mr. Collins to defer action for further consideration, seconded by Mr. Passwaters and carried unanimously. Motion carried 5-0.

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

Mr. Sharp stated that Mr. Collins had previously stated that he had looked at properties within the application's area, and questioned Mr. Collins whether he had any personal conflict that would create personal bias toward the application.

Mr. Collins stated that he had no bias in favor or in opposition to the Applicant, or any other person involved in the matter.

The Commission discussed the application, which had been deferred since July 22, 2026.

Mr. Collins moved that the Commission recommend approval of C/Z 2061 for Sandie, LLC for a change in zone from MR-RPC to MR-RPC based upon the record made during the public hearing and for the following reasons:

1. The Applicant seeks a change in zone from MR-RPC Medium Density Residential to MR-RPC to allow for a recreation area improved with existing recreational facilities and amenities for public access, as well as to construct additional recreational facilities in the recreation area.

2. This site consists of 4.29 acres more or less and is situated on the south side of Plantations Boulevard, approximately 0.46 miles north of Cedar Grove Road. The 911 addresses for the property are 18462, 18464, and 18466 Plantation Boulevard, Lewes.
3. The property falls within the Plantations Residential Planned Community established through Change of Zone 673. This application seeks to amend the conditions of approval for C/Z 673.
4. The Property is situated in the Coastal Area under the 2018 Comprehensive Plan. MR-RPC zoning is appropriate for this area according to the plan.
5. The Plantations RPC, which includes the property, is governed by a declaration which was recorded at the Sussex County Recorder of Deeds Office and provides that owners within the Plantations have a right to use the recreational property subject to payment of fees for said use. Additionally, the declaration provides that the owner of the recreational property can allow persons other than lot owners within the Plantations to use the recreational property and that the owner of the recreational property can establish commercial uses on that property and to construct structures to house such uses. Because this declaration is of record, owners within the Plantations knew or should have known of this restriction.
6. For many years, the recreational property has been used for a tennis court facility, clubhouse, and pool and, more recently, pickleball courts. The evidence establishes that those facilities were open to and used by owners in the Plantations and the general public, and the recreational property was used for a variety of purposes in addition to tennis, pickleball, and swimming, such as dance and exercise classes, meeting space, and a gym. In 2024, the clubhouse burned down, and the pool was removed in 2009. The Applicant now seeks to construct a new facility to house indoor pickleball, a new swimming pool, and additional parking facilities. An existing indoor facility and tennis courts will remain.
7. The proposal includes construction of a 9,984 square foot, more or less, building to serve indoor (not outdoor) racquet courts and amenities. The proposed pool and pool deck consist of approximately 4,162 square feet. These recreational areas are similar in size to the prior clubhouse and pool.
8. The proposed commercial uses comply with Section 115-119 of the Sussex County Zoning Code.
9. The evidence demonstrates that the new indoor facility and proposed pool are intended to be used by owners in the Plantations and the general public. The Applicant expects that the pool will be used mainly by owners in the Plantations and their guests and tenants.
10. Central water and sewer are available to the site.
11. DelDOT has determined that the new facility and pool, as compared to the prior clubhouse and pool use, would have a diminutive impact on local roadways.
12. Surface and groundwater pollution will be mitigated in accordance with the regulations of DNREC and the Sussex Conservation District.
13. There are no known wetlands on the site.
14. There are no known natural or historical features on the property.
15. No impact on the Cape Henlopen School District is anticipated.
16. This approval is subject to the following conditions which rationally relate to addressing the health, safety, prosperity, and general welfare of the public:

    A. The use shall consist of tennis, pickleball, and outdoor swimming pool recreational facilities and amenities for public access, including provision for community engagement and events for tennis, pickleball, and outdoor swimming pool-related activities. The hours of operation shall be 6:00 am to 10:00 pm, Monday through Sunday, and the hours

when tennis, pickleball, and outdoor swimming pool-related activities may occur shall be 7:00 am to 9:00 pm.

B. All pickleball courts, play, and events shall be indoors.
C. The swimming pool shall have a water surface area of no less than 3,500 square feet and a length of at least 25 meters. Construction of the swimming pool and pool deck area shall be completed within 12 months of the Final Site Plan approval by the Planning & Zoning Commission.
D. As proffered by the Applicant, after completing construction of the new facilities, including the pickleball center, swimming pool, and parking areas, and within 6 months thereof, Plantations Boulevard shall be milled and overlaid with new asphalt from the entrance on Plantation Road through the circle and the entrance and exit from the Applicant's property. The parties' existing cross access easement and maintenance agreement shall be updated to reflect this permitted use.
E. A security system that meets industry standards shall be installed. Security lighting, if any, shall be shielded and downward screened so that it does not shine on neighboring properties.
F. Parking shall be in compliance with Sussex County standards. The Final Site Plan shall indicate the one-way flow of traffic to and from the circle at the end of Plantations Boulevard along with all parking and drive aisles. Furthermore, a one-way traffic pattern shall be maintained for (i) the entrance and exit from the circle at the end of Plantations Boulevard into the recreational facilities and (ii) designated lanes in the parking lot to minimize congestion and streamline ingress and egress to and from the Property.
G. The Final Site Plan shall include a Landscape Plan consistent with the existing plantings in the adjacent Plantations residential community that (i) incorporates plantings to demarcate the Property from the Plantations Property; (ii) incorporates plantings along the parking areas to minimize headlight pollution for nearby residents; (iii) includes a continuous buffer combined of evergreens no taller than six (6) feet and fencing along the property line adjacent to the residential area along the northern boundary of the property beginning at the entrance road into the parking area and ending at the rear of the parking area adjacent to the northern boundary of the property; (iv) incorporates plantings along the building and in the parking areas; and (v) identifies "Limits of Disturbance."
H. The Final Site Plan shall include a signage plan that clearly designates where parking is allowed and where parking is prohibited. For prohibited parking areas, appropriate warnings shall be posted indicating that vehicles parked in unauthorized areas will be towed. Furthermore, the Applicant will display a map on the website of the operator of the facility outlining designated and prohibited parking areas along with a notice stating that any vehicles parked in violation of these parking regulations will be towed at the owner's expense.
I. There shall be five (5) designated parking spaces located near the pool which are reserved for users of the swimming pool.
J. There shall be no outside loudspeakers.
K. As proffered by the Applicant, the number of tournaments related to pickleball, tennis, and swimming on the site shall be limited to 15 tournaments per year with no more than three (3) days per tournament. There shall be no more than one tournament per month during the months of June, July, and August.
L. The Final Site Plan shall include a signage plan that clearly designates the one-way access for ingress and egress for the circle at the end of Plantations Boulevard.

M. A speed bump or speed hump shall be installed at the midpoint of the first drive aisle in the parking lot adjacent to the northern boundary of the Plantations.
N. Any trash receptacles or dumpsters associated with the use shall be shown on the Final Site Plan and screened from adjacent property lines.
O. The proposed facilities shall be designed with earth-tone colors consistent with the color palette in the adjacent Plantations residential community.
P. Any necessary stormwater construction facilities and all erosion and sedimentation control features shall be constructed in accordance with applicable State and Sussex Conservation District requirements. Required facilities shall be designed and operated using best management practices.
Q. The use shall be subject to all DelDOT requirements regarding entrance and roadway improvements necessary to provide access to the site.
R. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00 am through 6:00 pm, Monday through Friday, and 7:00 am through 2:00 pm on Saturdays. 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.
S. A revised Preliminary Site Plan either depicting or noting these conditions must be submitted to the Office of Planning & Zoning.
T. The Final Site Plan is subject to the review and approval of the Planning & Zoning Commission.

Motion by Mr. Collins, seconded by Mr. Passwaters, and carried unanimously to recommend approval of C/Z 2061 Sandie, LLC for the reasons and the conditions stated in the motion. Motion carried 5-0.

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

PLANNING & ZONING COMMISSION
HOLLY WNGATE, CHAIR
JEFF ALLEN
SCOTT COLLINS, VICE CHAIR
JOHN PASSWATERS
DAVID PETTYJOHN

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DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET

Planning Commission Public Hearing Date: July 22nd, 2026
Sussex County Council Public Hearing Date: August 11th, 2026

Application:	C/Z 2061 Sandie, LLC (The Plantations MR-RPC)
Applicant:	Sandie, LLC P.O. Box 1472 Bethany Beach, DE 19930
Owner:	Sandie, LLC P.O. Box 1472 Bethany Beach, DE 19930
Site Location:	The property is lying on the south side of Plantations Boulevard within The Plantations Residential Planned Community (RPC). The request is to amend the Residential Planned Community (RPC) overlay by amending the Conditions of Approval for Change of Zone No. 673 (Ordinance No. 294) and to add additional recreational facilities and amenities to the Recreational Area for public access.
Current Zoning:	Medium Density Residential, Residential Planned Community (MR-RPC) District
Proposed Zoning:	Medium Density Residential, Residential Planned Community (MR-RPC) District
Comprehensive Land Use Plan Reference:	Coastal Area
Councilmanic District:	District 3– Ms. Gruenebaum
School District:	Cape Henlopen School District
Fire District:	Lewes Volunteer Fire Department
Sewer:	Sussex County (Central Sewer)
Water:	Tidewater Utilities, Inc. (Central Water)
TID:	Henlopen Transportation Improvement District
Site Area:	4.29 acres +/-
Tax Map ID:	334-6.00-553.02

JAMIE WHITEHOUSE, AICP MRTPI
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Sussex County
DELAWARE
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Memorandum

To: Sussex County Planning Commission Members
From: Mrs. Lauren Cecchine, AICP, Planning & Zoning Manager
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: Monday, May 19th, 2026
RE: Staff Analysis for C/Z 2061 Sandie, LLC MR-RPC

This memo is to provide background and analysis for the Planning Commission to consider as a part of Application Change of Zone No. 2061 Sandie, LLC MR-RPC to be reviewed during the Wednesday, July 22nd, 2026, Planning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

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

Tax Parcel ID: 334-6.00-553.02

Proposal: The proposal is for a Change of Zone from a Medium Density Residential, Residential Planned Community (MR-RPC) District to a Medium Density Residential, Residential Planned Community (MR-RPC) District. The request is to amend the Residential Planned Community (RPC) overlay by amending the Conditions of Approval for Change of Zone No. 673 (Ordinance No. 294) and to add additional recreational facilities and amenities to the Recreational Area for public access (to include a tennis and pickleball facility).

History of The Plantations RPC & Application Site: The Plantations is a Residential Planned Community (RPC) that was established through Change of Zone No. 673 for a Change of Zone from Medium Density Residential (MR) District to a Medium Density Residential, Residential Planned Community (MR-RPC) District. The Planning and Zoning Commission recommended approval of the Application at their meeting of Thursday, May 16th, 1985. Additionally, the Sussex County Council approved the Application at their meeting of Tuesday, August 27th, 1985, and the change was adopted through Ordinance No. 294 based on three (3) Findings of Fact.

Staff note that the Plans are being revised with the pole building and five (5) outdoor pickleball courts being constructed in place of the previously approved "clubhouse" building and in-ground pool shown on and recorded at Plot Book 187, PG 85. Aerial imagery of the subject site confirms that the existing in-ground pool was removed on or around 2009. The clubhouse building was destroyed in an unexpected fire occurring on or around January of 2024 and was never reconstructed on the Site.

Zoning: The subject property is zoned Medium Density Residential, Residential Planned Community (MR-RPC) District. The Parcels which comprise the existing Plantations Residential Planned Community (RPC) are also zoned Medium Density Residential, Residential Planned

Community (MR-RPC) District. Staff note that the Parcels to the east and west of the subject Site are also zoned Medium Density Residential (MR) District as well as the Plantations East and Sandy Brae subdivisions located on the opposite side (north side) of Plantation Road (Route 1D).

There is one Parcel located at the southeast corner of Cedar Grove Road (S.C.R. 283) and Plantation Road (Route 1D/S.C.R. 275) which is zoned Neighborhood Business (B-1) District. This Parcel has an approved Conditional Use (Conditional Use No. 1848) for a Business/Office Complex which was approved in 2010 that appears to have expired.

There is a 600-ft area on either side of Route 1 to the north of the property which is zoned General Commercial (C-1) District as Route 1 is a commercial corridor with a variety of commercial, business and residential uses.

Further Site Considerations:

- **Density:** Staff note that the existing Recreation Area is delineated to be approximately 4.512 acres on the latest Declaration Plan of record which was recorded in the Office of the Recorder of Deeds on 12/12/1986 at PB 36, PG 96. A corresponding and related Easement Survey Plan was recorded in the Office of the Recorder of Deeds on 7/31/2013 at PB 187, PG 85. The County's Online Mapping System notes that the current size of the Parcel is approximately 4.31 acres.

  The Declaration Plan appears to indicate that there are 8 units per multifamily structure with twenty-five (25) multifamily buildings to be proposed. Thus, there appear to be approximately 200 multifamily units. There are also 32 single-family lots within the RPC. Therefore, the total unit count for this portion (on the south side of Plantations Road) of the Residential Planned Community (RPC) is approximately 232 units.

- **Open Space Provisions:** N/A

- **Agricultural Areas:** The project is located is located in proximity to Agricultural Preservation Districts or Agricultural Preservation Easements and lands that are not within either of these designations but appear to be actively farmed This includes the adjacent Tax Parcel ID: 334-12.00-6.04 to the southeast of the project Site. Therefore, the south side of the RPC would require a 50-ft buffer for all residential uses as outlined in §99-6(G)(2) of the Sussex County Code.

- **Interconnectivity:** Staff note that there is existing interconnectivity with existing private roads within the Residential Planned Community off of Plantations Boulevard via Pennsylvania Avenue.

- **Transportation Improvement District (TID):** The subject property is located within the established Henlopen Transportation Improvement District (TID).

- **Forested Areas:** Staff note that there is an existing buffer on the south side of project Site and along the adjacent Parcel (Tax Parcel ID: 334-12.00-6.04).

- **Wetlands Buffers/Waterways:** Staff note that there do not appear to be any wetlands present on the Parcel and the areas on the County's Online Mapping system containing FirstMap Data noting "Terrene Wetlands," are indicating the location of existing stormwater management ponds on either side of Pennsylvania Avenue.

- **Other Site Considerations (ie: Flood Zones, Tax Ditches, Groundwater Recharge Potential, etc.):** Staff note that the Property is located within Flood Zone "X" - Areas Determined to be outside of the 100-year flood. Staff further note that there are no Tax Ditches or related Tax Ditch Rights-Of-Way (ROW) on the property. Staff note that there is a Wellhead Protection Area on the Property and that any new improvements will have to comply with the provisions of §89-6 (Ordinance No. 1979) the "Source Water Protection" Ordinance relating to proposed impervious cover percentage maximums. The Site is also located within an area of mostly "Good" with a small portion of Fair" Groundwater Recharge Potential per available FirstMap Data from the Delaware Geological Survey (DGS). Exhibit "A" below shows the nature of the Wellhead Protection Area on the Property.

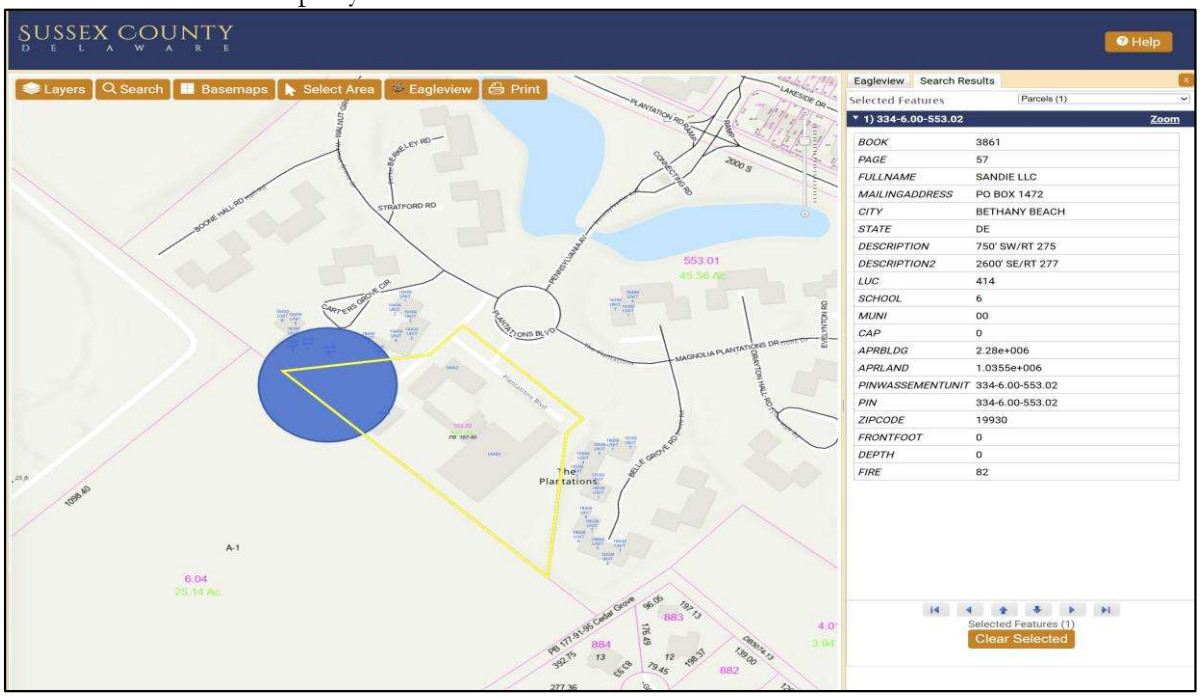


Exhibit "A" – Wellhead Protection Area on the Subject Property

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

Additionally, the Plan notes, *"Appropriate mixed-use development should also 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"* (2018 Sussex County Comprehensive Plan, 4-15).

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

Existing Change of Zones within the Vicinity of the Subject Site: A Data Table and Supplemental Map have been supplied which provide further background regarding the approval status of Applications in the area including the location of all other Change of Zone Applications that are within a 1.5-mile distance from the subject site. This information has been included as part of Exhibits "B" and "C" below.

Of those Change of Zone Applications w/in a 1.5-mile radius of the Application Site, the following decisions were previously made by the Sussex County Council:

- **There were six (6) Applications within a 1-mile radius of the Application Site.**
- **Of those three (3) Applications:**
  - **All four (4) Applications were approved by the Sussex County Council.**
  - **One (1) Application was denied by the Sussex County Council.**
  - **One (1) Application was withdrawn by the Applicant.**

Based on the analysis of the land use, surrounding zoning and uses, a Change of Zone to allow for a Change of Zone from a Medium Density Residential, Residential Planned Community (MR-RPC) District to a Medium Density Residential, Residential Planned Community (MR-RPC) District to amend the Residential Planned Community (RPC) overlay by amending the Conditions of Approval for Change of Zone No. 673 (Ordinance No. 294) and to add additional recreational facilities and amenities to the Recreational Area for public access (to include a tennis and pickleball facility), subject to considerations of scale and impact, could be considered as being consistent with the land use, area zoning and surrounding uses.

Change of Zone Applications w/in a 1.5-Mile Radius of the Application Site (Since 2022)									
Change of Zone No.	Applicant	Tax Parcel ID	Zoning	Proposed Zoning	Planning & Zoning Recommendation	P&Z Decision Date	Sussex County Council Decision	CC Decision Date	Ordinance No.
1388	Donald A. Wagner	334-6.00-58.00	AR-1	C-1	Recommended Denial	10/28/1999	Denied	11/16/1999	N/A
1780	Lockwood Design	334-12.00-127.02	AR-1	HR-1-RPC	Recommended Denial	9/24/2015	Withdrawn	11/17/2015	N/A
1818	Ocean Highway, LLC	334-6.00-497.08	AR-1	C-1	Recommended Approval	4/6/2017	Approved	5/23/2017	2497
1832	MDI Investment Group, LLC	334-6.00-511.00	AR-1	MR	Recommended Approval	12/14/2017	Approved	3/20/2018	2565
1835	HKLS, LLC	334-12.00-51.00	AR-1	B-1	Recommended Approval	12/21/2017	Approved	1/9/2018	2546
1854	Ferguson Enterprises, Inc.	334-5.00-139.00	AR-1	C-1	Recommended Approval	8/23/2018	Approved	9/11/2018	2598

Exhibit "B" – Change of Zone Applications w/in a 1-Mile Radius of the Application Site Data Table

Since 2022

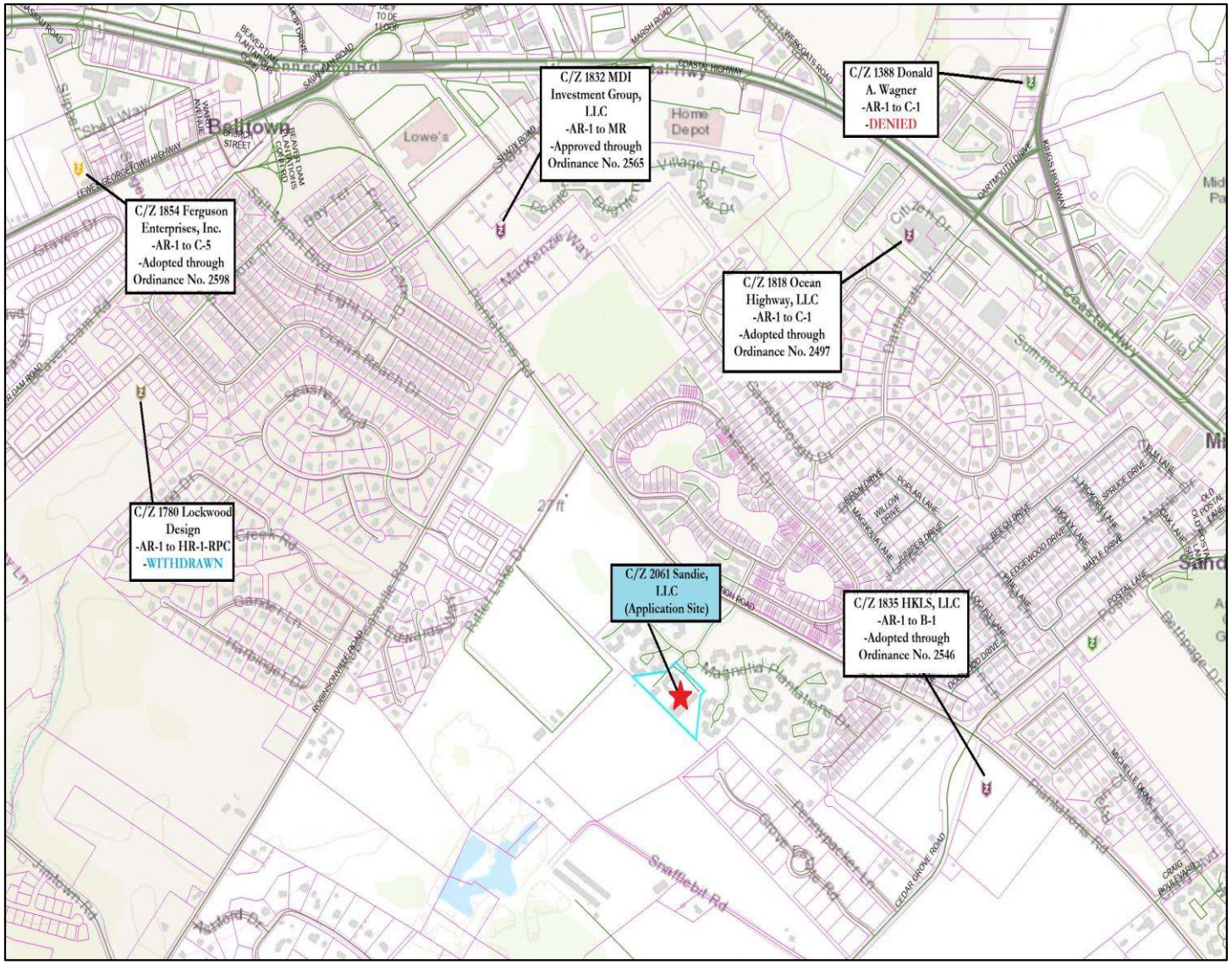


Exhibit "C" – Change of Zone Applications w/in a Vicinity of the Project Site

A3 Landscape Parcel Details



PIN:	334-6.00-553.02
Owner Name	SANDIE LLC
Book	3861
Mailing Address	PO BOX 1472
City	BETHANY BEACH
State	DE
Description	
Description 2	
Description 3	
Land Code	

- Tax Parcels
- 911 Address
- TaxParcel
- Encumbrance
- Condo
- Streets
- County Boundaries
- GIOLandRecords.PARCELFABRIC.Condo

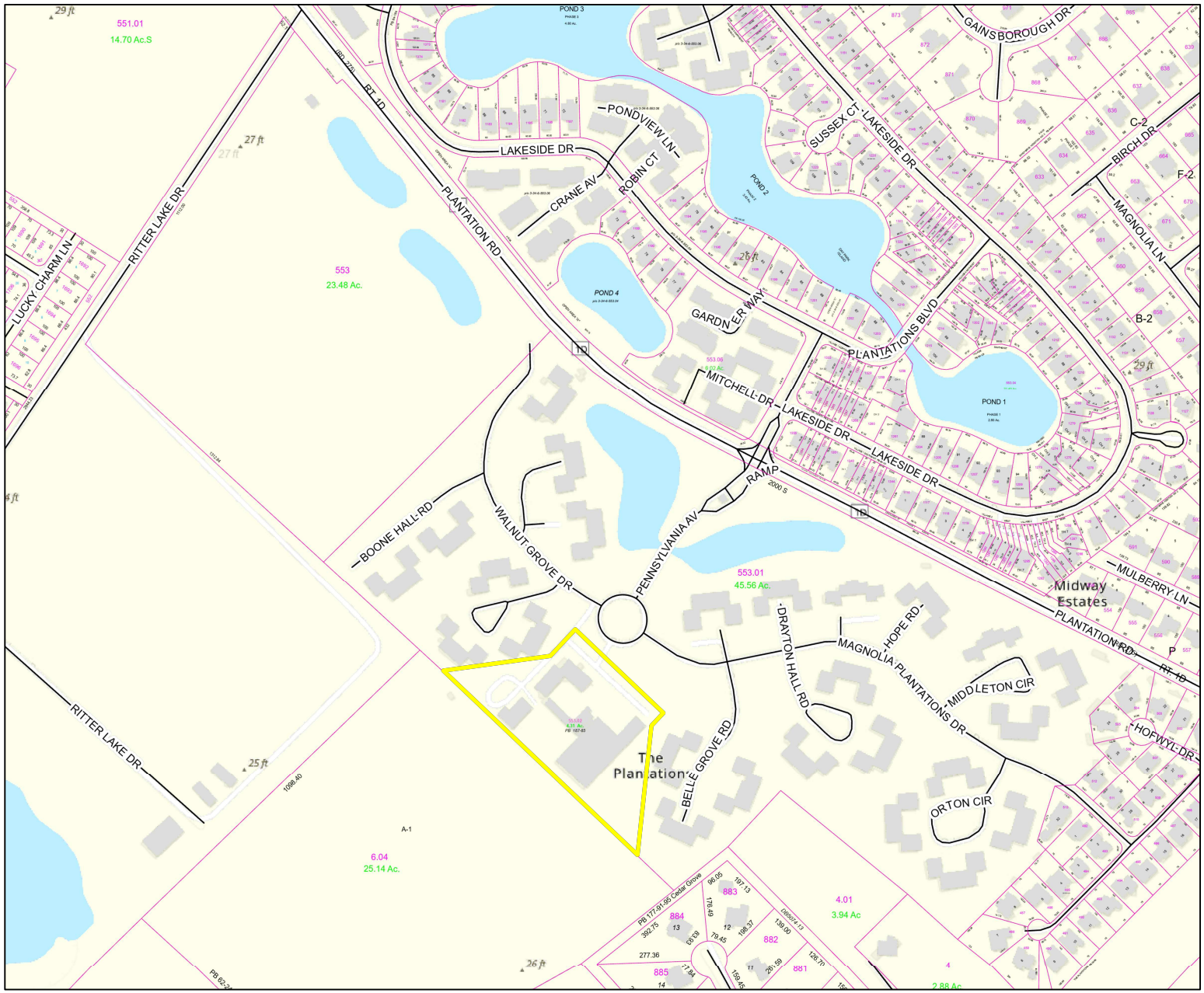
1:

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

May 19, 2026

A3 Landscape Parcel Details



PIN:	334-6.00-553.02
Owner Name	SANDIE LLC
Book	3861
Mailing Address	PO BOX 1472
City	BETHANY BEACH
State	DE
Description	
Description 2	
Description 3	
Land Code	

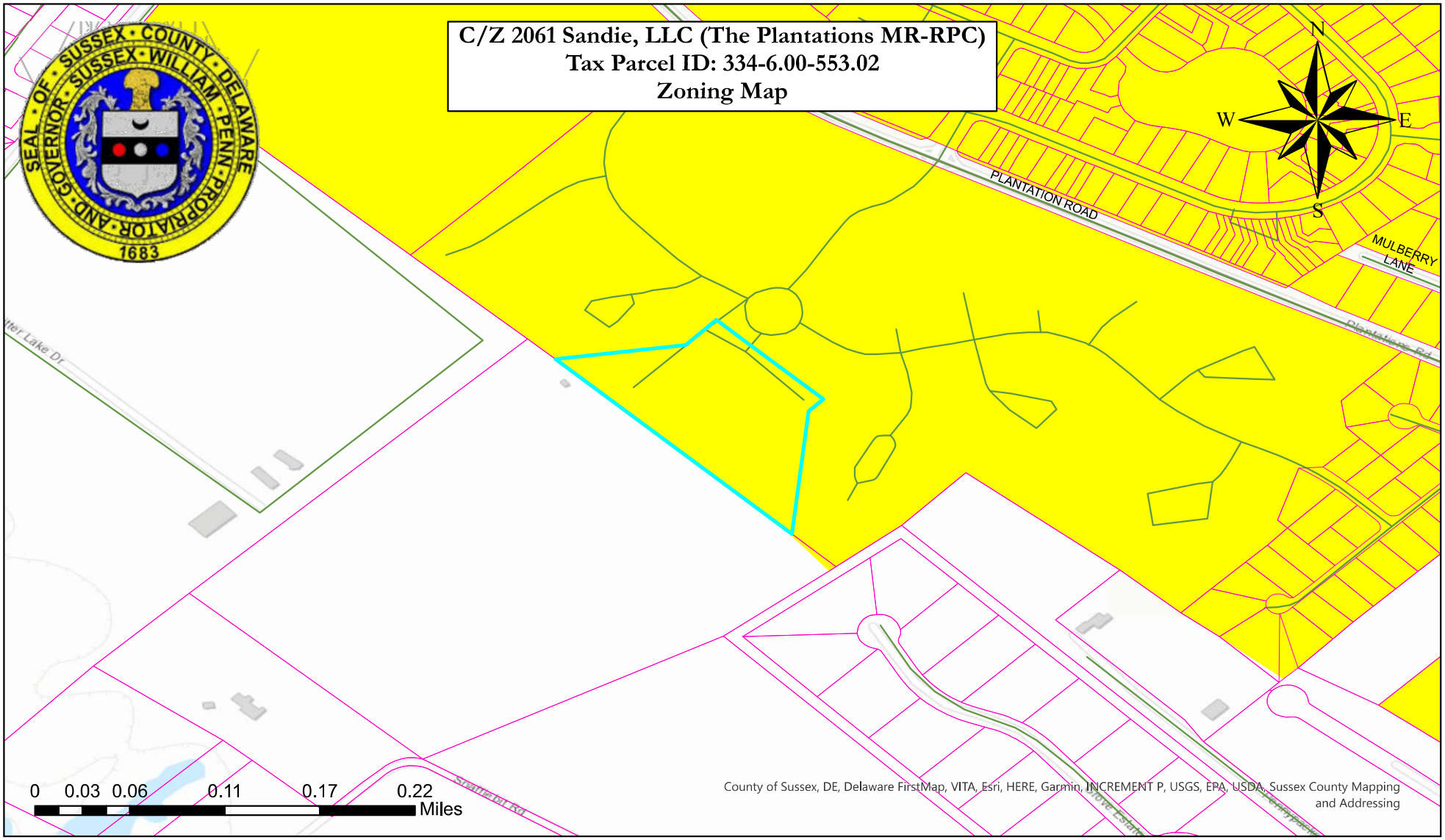
- Tax Parcels
- TaxParcel
- Encumbrance
- Condo
- Streets
- County Boundaries
- GIOLandRecords.PARCELFABRIC.Condo
- Citations

1:

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

May 19, 2026


C/Z 2061 Sandie, LLC (The Plantations MR-RPC)
Tax Parcel ID: 334-6.00-553.02
Zoning Map
SEAL OF SUSSEX COUNTY DELAWARE
SUSSEX COUNTY GOVERNOR AND PROPRIETOR PENN
WILLIAM
1683
N
W
E
S
PLANTATION ROAD
MULBERRY LANE
0 0.03 0.06 0.11 0.17 0.22
Miles
County of Sussex, DE, Delaware FirstMap, VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Sussex County Mapping and Addressing

Introduced: 6/23/26

Council District 3: Ms. Gruenebaum
Tax I.D. No.: 334-6.00-553.02
911 Address: 18462, 18464 & 18466 Plantation Boulevard, Lewes

ORDINANCE NO. ___

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL - RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AMEND CONDITIONS OF APPROVAL FOR C/Z 673 (ORDINANCE NO. 294) IN RELATION TO THE ADDITION AND USE OF RECREATIONAL AMENITIES FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 4.29 ACRES, MORE OR LESS.

WHEREAS, on the 6th day of March 2026, a zoning application, denominated Change of Zone No. 2061 was filed on behalf of Sandie, LLC; and

WHEREAS, on the ____ day of _____ 2026, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 2061 be _____; and

WHEREAS, on the ____ day of _____ 2026, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

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

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Sussex County, Delaware, and lying on the south side of Plantations Boulevard, approximately 0.46 mile north of Cedar Grove Road (S.C.R. 283) and 0.14 mile west of Plantation Road (Route 1D & S.C.R. 275), and being more particularly described in the attached legal description prepared by Tunnell & Raysor, P.A., said parcels containing 4.29 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
(302) 855-7878 T
pandz@sussexcountyde.gov

Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

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

CC: Everett Moore, County Attorney

Date: November 12, 2026

RE: County Council Report for C/U 2616 filed on behalf of TPE DE SU519, LLC

The Planning and Zoning Department received an application (C/U 2616 filed on behalf of TPE DE SU519, LLC) for a Conditional Use for solar arrays within an AR-1 Agricultural Residential Zoning District. The Tax Parcel ID is 230-12.00-22.00. The property is located at 9074 North Old State Road and 18126 Haflinger Road, Lincoln. The parcel size is 31.3 ac. +/-

The Planning & Zoning Commission held a Public Hearing on the application on October 14, 2026. On October 14, 2026, the Commission deferred action on the application for further consideration. Once a recommendation is received, it will be forwarded to the County Council for consideration.

Below are the minutes from the Planning & Zoning Commission meeting on October 14, 2026.

Minutes of the October 14, 2026, Planning & Zoning Commission Meeting

C/U 2616 TPE DE SU519, LLC
AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SOLAR ARRAYS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 31.3 ACRES, MORE OR LESS. The parcel is lying on the west side of North Old State Road (S.C.R. 213) and the south side of Haflinger Road (S.C.R. 625), approximately 0.25 mile east of DuPont Boulevard (Rt. 113). 911 Address: 9074 North Old State Road & 18126 Haflinger Road, Lincoln. Tax Map Parcel: 230-12.00-22.00.

Mr. Whitehouse advised the Commission that submitted into the record were the Applicant's Exhibit Book, the Applicant's presentation, the Applicant's Conditional Use Site Plan, a letter received from the Sussex County Engineering Department's Utility Planning Division, and the DelDOT Service

Level Evaluation Response Letter. Mr. Whitehouse advised the Commission that one public comment letter had been received for the application.

The Commission found that Mr. Michael Riemann, Principal and Civil Engineer with Becker Morgan Group, Inc. spoke on behalf of the Applicant, TPE DE SU519, LLC; that also present were Mr. Abe Bennett, Project Developer with Turning Point Energy, and Mr. Edward (Ted) Hastings, PMP with Becker Morgan Group, Inc. Mr. Riemann requested to submit into the record, additional information regarding Turning Point Energy, the benefits of solar, and a Glare Study, rather than regurgitate information the Commission had heard numerous times.

Mr. Riemann stated that the site was located near Lincoln along Haflinger Road and N Old State Road; that the property consisted of approximately 31 acres, with the solar arrays consisting of approximately 18.5 acres of the total 31-acre parcel; that the current zoning was Agricultural Residential (AR-1); that the existing use was for agriculture and residential; that the proposed use was for a community solar facility; that the total fenced area was approximately 21.9 acres; that access was located from Haflinger Road; that the inverters were centrally located, as required by Code; that the access was provided by an approximately 20 foot wide graveled road; that all the facilities that currently existed on the site would be removed from the parcel; that they proposed a 30 foot wide landscape buffer around the entire perimeter of the property, which would be consistent with the Code and past imposed conditions; that there was not a 30 foot wide landscape buffer proposed for the location of the access road; that they proposed 70% Evergreen trees and 30% deciduous, which was reversed from the landscape ratio requested in the past; that they felt their proposed landscape mixture would provide a more effective screening approach as compared to some past applications; that the fence around the property would have mesh on it; that they have requested a five year time frame requirement on the mesh, so that once the trees had matured, the mesh could be removed; that a previously imposed condition, which they had previously agreed to, was that the trees would have to be above the fence; that within five years, the trees should be taller than the fence; that they had proposed enhanced landscaping along one portion of the property, which would include all of the same landscaping, but would add an additional 15 large scrubs per 100 linear feet, as a result of feedback provided by one adjacent neighbor; that the proposed fence would be a knot wire fence, which was designed in a way to allow small animals to continue to migrate across the property; that there were some larger openings, located every so many linear feet, which would allow larger animals, such as foxes and rabbits to be able to migrate through the property; that previously, there had been fencing mesh issues caused from wind damage; that due to this, they chose to modify the mesh design; that they chose a mesh with a slight opening; that the mesh would still visibly block, but will allow more wind to flow through it; that they changed up the tie design to a metal tie system versus the previous plastic tie system; that the ground cover would include a pollinator mix, which had become very standard with solar projects; that the landscaping would be installed at approximately six feet in height, which was a typical installation height; that the landscape would continue to grow over time; that the goal was to ultimately screen the arrays; that they had performed a Sound Analysis, which indicated that the project would produce no more than 40 decibels at the property line; that 40 decibels was equivalent to a running refrigerator; that the inverters run during the day, and would not run at night; that at the quietest part of the day, there would be no noise; that the facility would benefit local residential, business and municipal subscribers with lower power costs; that there would be no traffic

increase; that there would one to two maintenance vehicles visiting the site per month; that the project would provide a renewable energy source, which would not create odor, dust, gas, smoke or fumes; that the project would create little to no noise from power inverters, being 40 decibels at the nearest property line; that there would be reduced stormwater runoff; that the pollinator mix would create a reduction in runoff from the agricultural operation currently existing on the site, with row crops; that the project would provide a 30 foot wide landscape buffer around the perimeter of the site; that perimeter fencing would be provided to secure the property in accordance with the Electrical Code; that there would be a decommissioning performed at the end of the project's life cycle; that there would be a Decommissioning Bond put in place to ensure for decommissioning of the project; that there was a community outreach meeting held on May 18, 2026; that currently, the Interconnection Study had been completed for the project; that the Interconnection Study notifies the Applicant of any upgrades in the electrical grid that may be required for the facility to connect; that requirements could look like poles being replaced or improved or improving gauge wiring; that when solar facilities come online, they essentially upgrade and harden the transmission grid, which is valuable; that they are currently proceeding through the process, and had paid 50% of the required interconnection cost, which was paid on June 8, 2026; that they are moving quickly through the process; that the facility is a public utility use under the Sussex County Zoning Code, meeting the purpose of a Conditional Use, as the project is of a public or semi-public character, being essential and desirable for the general convenience and welfare of County residents; that the proposed facility promoted Goal 7.9 of the Sussex County Comprehensive Plan, which encourages the use of renewable energy options, such as solar arrays; that the proposed use would not have any adverse impact on the neighboring and adjacent properties; that the project provided adequate landscape buffering and perimeter fencing, while adding additional landscape in certain areas, beyond what was required; that the facility would not result in any noticeable increase in traffic on adjacent and neighboring roadways; that there would not be any regular employees at the site, only periodic visitors for inspections and maintenance; that no significant noise, dust or odor would be produced; that the project was compliant with Ordinance No. 2920, regarding solar facilities relating to all applicable buffers and setbacks, and the Interconnection Study had been completed, and the status was significantly de-risked.

Madam Chair Wingate questioned how many solar projects the Applicant currently had applied for with Sussex County, and how many of those projects had already been approved.

Mr. Riemann stated that he did not current have the exact number.

Mr. Passwaters stated that the Applicant's presentation slide stated that five solar projects had been approved and had obtained building permits with Sussex County.

Madam Chair Wingate questioned how many of the five projects had been completed.

The Commission found that Mr. Abe Bennett, Project Developer with Turning Point Energy, spoke on behalf of the application. Mr. Bennett stated that they had a total of eight solar projects submitted to Sussex County; that five had currently been approved with building permits, with the remaining three having been completed.

Madam Chair Wingate stated that she believed the presented slide showed that the current application was at the DP&L design phase.

Mr. Bennett stated Madam Chair Wingate was correct.

Mr. Passwaters stated that he appreciated the Applicant's willingness to provide the 70% Evergreen and 30% deciduous trees; that considering the proposed seed mixture, Mr. Passwaters questioned whether there was a set amount of mowings to be constructed; that he understood the majority would be located within the fence and within the landscape buffer; that within the presentation it stated that there would be 7,000 square feet located outside of the landscape buffer, and he questioned whether that area was proposed to be seeded with the same seed mixture as well.

Mr. Riemann stated that in the particular case, he did not believe that they would have the pollinator mix all the way past the landscaping; that they would not typically provide that, and they typically would provide the pollinator mix inside the fenced area, moving to a more traditional seed outside that area.

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

Ms. Janet Sabine and Mr. Thomas Redhing, adjacent residents, presented together in opposition of the application. Ms. Sabine stated that although it was presented that there would be no sound at night, they do not want the sound during the day, while they are outside enjoying their yard; that they were understood renewable energy, were not opposed to it, and understood the community's responsibility to consider it; that she requested the Commission carefully consider the placement of the proposed project and the impact it would have on the immediately adjacent neighbors.

Madam Chair Wingate requested that Ms. Sabine point out to the Commission where he property was located on the screen in referenced to the proposed project.

Mr. Collins questioned whether it was at Ms. Sabine and Mr. Redhing's request that the Applicant proposed to add additional vegetation along their shared boundary line.

Mr. Sabine stated that yes, that was part of it; that the currently the farmer was nice enough to mow the area, keeping the landscaping controlled; that if the Applicant plants vegetation, but do not mow the area, they will have huge weeds located along their property line; that this issue would be very different than what they currently experience; that she believed the plantings would create issues; that within approximately 0.5 mile of their home, more than 100 acres of solar development had been approved between North Old State Road; that the proposed project would not be an abstract concern; that the project would be located within their backyard; that their concerns were straightforward with some having been addressed, but remained important to them; that they were concerned about their well water, the potential effect on their property values, impacting the ability for them to sell their home; that they had concern regarding the wildlife in the existing natural environment, stormwater drainage and soil disturbances, the visual impacts, the loss of the rural character, construction noise, traffic dust and disruption; that they questioned whether the benefits of placing the project in the proposed site would outweigh the burden being placed directly on the neighboring properties; that

they relied on their well water; that during construction, there would be potential for accidental releases of diesel fuel, gasoline, and hydraulic fluids; that construction would also create excavation, grading and disturbance; that once the facility would operate, they had additional questions regarding what would happen if the panels or other equipment became damaged; that they requested, should the project be approved, that the Commission require baseline testing be performed on their well before construction, and require continued testing afterward at the responsibility of the Developer, and for the cost of any required remediation from contamination; that they felt their request was no unreasonable, as their drinking water depends on the groundwater immediately next to the project; that they had spoken to the project manager regarding the water; that they were told that the company would gladly purchase a water filtration system for them, provided that they signed a Good Neighbor document, which stated that they would not present before the Commission regarding the project; that from their perspective, they felt like they had been asked to accept a benefit in exchange for giving up their right to speak publicly about the project; that they requested the Commission consider whether their proposal was an appropriate way to address their concerns; that if the Developer believed the project was safe, and appropriate for the community, then the neighbors should not need to surrender their voice in order to be heard; that they are concerned for the value of their home; that they had found published research examining the relationship between solar development and nearby residential property; that the results were not identical from study to study; that there was legitimate research showing that proximity to solar facilities can affect nearby residential property values; that the study was taken from Science Direct; that she questioned whether the homeowners directly adjacent should bear the potential loss in property values, while the Developer and broader communities receive the benefits; that they had concern regarding the immediate area connected to their property; that should be become weeds, which she felt would happen because it was currently fertilized farmland, they would be stuck with huge weeds growing right along their property line; that currently, the farmer takes care of the weeds, and it is kept well-manicured; that the weeds will engulf the house, the property, and everywhere around it; that at the informational community meeting, they were told that it would lower their electric cost, however, they would be required to sign up; that discounts would be based upon income; that with their current income, the discount may equate to 5%, which would only be approximately $5.00; that they believed that renewable energy and responsible land use planning could coexist; that the burden should not fall primarily on those who border the project; that the Developer will build and move on; that the company representatives do not live in Sussex County; that they will have to live with the Commission's decision every day; that they requested that the Commission look beyond the panels themselves, and consider the people, property, water, wildlife, and quality of their life immediately surrounding the propose project; that instead of making the farmland industrial parks, she questioned why solar fields were not being constructed within industrial parks, over shopping centers or parking lots; that they had approached Mr. Morgan regarding buying the property; that the solar companies offer a lot of money, and they could not compete with that; that she received an email notice regarding the current public hearing, and they had received the two postcards for the previously scheduled public hearings, but did not receive the postcard for the current public hearing.

Mr. Redhing stated that one of the property posting signs was not updated, that another property sign was lying flat on the ground where no one could see it, and that the property sign with the correct public hearing date was located on the corner of the property, at the location of an abandoned trailer with overgrown grass.

Madam Chair Wingate stated that she believed that the State of Delaware would perform water testing for free, and the Commission had never heard anyone testify to having issues with their water due to a solar farm.

Ms. Sabine stated that the company had told her that there was a low risk for water contamination, however it was still a risk.

Mr. Riemann spoke as part of his permitted five-minute rebuttal period.

Mr. Riemann stated that a Noise Study was included in the record; that the Noise Study was performed without perimeter landscaping; that the proposed perimeter landscaping would decrease the noise potential; that as part of the final approval process, they would provide a Vegetative Maintenance Plan, which would address any sort of noxious weeds or plantings, as well as mowing; that the Vegetative Maintenance Plan has been a newer condition that they recently have been proposing; that he was not aware of any issues with solar facilities having impacts on water; that solar arrays do not leak into the ground, as they are not that kind of component; that the construction activity required, would be no different than farming equipment and machines; that as part of the application, there would be Erosion and Sediment Control Plans, which would be reviewed and approved by the Sussex Conservation District to control drainage and to control dust; that there would be weekly CCR (Certified Construction Reviewer) inspections performed, to ensure the contractor is following the approved plans for pollution prevention as well as other things.

Madam Chair Wingate questioned how farming and tilling operations were similar to the equipment required for constructing the solar project.

Mr. Riemann stated that their construction equipment would be similar that the equipment used for farming and tilling, but their construction equipment would not be spreading any type of chemicals.

Mr. Riemann stated that they had provided a Property Value Study in their Project Book, which show that community solar project do not have a negative impact on property values; that the Sussex County taxes required for the property will increase with the development of the project, and the project would pay property taxes at a commercial rate as compared to an agricultural farm.

Mr. Allen questioned whether Delaware Electric Cooperative or DP&L (Delmarva Power & Light) served the area.

Mr. Riemann stated that DP&L (Delmarva Power & Light served the area.

Mr. Collins questioned why community solar was not being proposed to be constructed over parking lots, or within brownfields, as the Commission had never seen it proposed.

Mr. Bennett stated that they do not have anything such proposal within Sussex County; that it was difficult for a number of reasons; that they, as a company, would also prefer to have more environmentally responsible construction by building things on or above industrial parks; that it tends to be that the purpose of these projects was to save residents money; that recent State legislation passed mandates that everyone who subscribed would get a minimum of a 10% discount on their bill; that should a resident qualify as a low to moderate income residence, which is defined as 120% of the median income for the area, would automatically receive a 20% discount on the bill total; that there

would be no messing with distribution charges or transmission charges; that they were trying; that they need to build these facilities for a low cost; that trying to build them with commercial leases, they run into triple net lease issues with building owners versus building operators; that when taking about placing something on a roof, one then would need to consider would the roof need to be removed should there be required waterproofing or a replacement scheduled; that the entire array would be required to be removed; that other issues would be if the tenant did not own the building or the building owner did not own the property; that these issues run into all sorts of technical and legal issues, which are the reasons it had become so difficult; that they are also required to go where the DP&L grid had hosting capacity, without required million dollar upgrade charges, which would sing the financials of the project, and they continue to look for opportunities, however, viable ones are few and far between.

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

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

In relation to C/U 2616 TPE DE SU519, LLC. Motion by Mr. Passwaters to defer action for further consideration, seconded by Mr. Allen, and carried unanimously. Motion carried 5-0.

Introduced: 8/25/26

Council District 2: Mr. McCarron
Tax I.D. No.: 230-12.00-22.00
911 Address: 9074 North Old State Road & 18126 Haflinger Road, Lincoln

ORDINANCE NO. ___

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR SOLAR ARRAYS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 31.3 ACRES, MORE OR LESS

WHEREAS, on the 16th day of October 2025, a Conditional Use application, denominated Conditional Use No. 2616, was filed on behalf of TPE DE SU519, LLC; and

WHEREAS, on the _____ day of _____ 2026, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Conditional Use No. 2616 be _____; and

WHEREAS, on the _____ day of _____ 2026, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsections 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2616 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece, or parcel of land, lying and being situate in Sussex County, Delaware, and lying on the west side of North Old State Road (S.C.R. 213) and the south side of Haflinger Road (S.C.R. 625), approximately 0.25 mile east of DuPont Boulevard (Rt. 113), and being more particularly described in the attached legal description prepared by David D. Finocchiaro, LLC said parcel containing 31.3 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.

Gruenebaum-Ok

Morgan C. Stokes

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Thursday, October 15, 2026 2:09 PM
To: Morgan C. Stokes
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization	The Community Foundation of the Kiwanis Club of Coastal Delaware ~~Kiwanis Club of Coastal Delaware~~
Project Name	Kids Clothing and School Supplies Drive
Federal Tax ID	22-2628707
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	"Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time."
Address	PO Box 1055
City	Rehoboth Beach
State	DE
Zip Code	19971

Contact Person	David Thomas
Contact Title	Club Treasurer
Contact Phone Number	202-531-8789
Contact Email Address	dcthomas@aacc.edu
Total Funding Request	$3,000.00
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	No
If YES, approximately what percentage of the project's funding does the Council grant represent?	N/A
Program Category (choose all that apply)	Cultural Educational
Primary Beneficiary Category	Youth

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	300
Scope	The Kiwanis Club of Coastal Delaware is seeking funds to assist us with our third annual Kids Clothing, Backpack and School Supply Drive in the Summer of 2027. We have run 2 successful drives in the past two summers (2025 - 2026) raising over $3,000.00 and collecting several large boxes of kid's clothing, backpacks and school supplies each time. These donations were given to several organizations in need. These include the Community Resource Center (CRC) of Rehoboth Beach, The Fostering Wishes Foundation, and the Cape Henlopen District Schools meeting the needs of kids and families that may be homeless or from low-income households. These organizations continue to have significant needs and we plan to run the drive again in the summer of 2027.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	0.00
Description	Back Packs for School Supplies
Amount	1,000.00
Description	School Supplies including composition books, pens, crayons, markers, water bottles etc
Amount	1,000.00

Description	New, unused clothing for toddlers and young kids to meet the needs of the Baby Pantry in the Community Resource Center
Amount	500.00
Description	New, unused clothing for children to meet the needs of the
Amount	500.00
TOTAL EXPENDITURES	3,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-3,000.00
Name of Organization	Kiwanis Club of Coastal Delaware
Applicant/Authorized Official	David Thomas
Date	10/15/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes
I understand that, if awarded grant funding, I will be required to provide receipts and/or supporting documentation	Yes

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

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

Morgan C. Stokes

From: notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>
Sent: Monday, October 19, 2026 11:12 PM
To: Morgan C. Stokes
Subject: Form submission from: Council Grant Form

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Council Grant Form

Legal Name of Agency/Organization	West Side New Beginnings, Inc.
Project Name	West Rehoboth Children & Youth Program "Go For The Gold"
Federal Tax ID	51-0350410
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 the West Rehoboth Children and Youth Program is to promote literacy, learning and health by providing wholesome after school and summer activities for children of the West Rehoboth Community. Motto: Our goal is to help our children reach for the Gold. It does not matter how you start or how long it takes. It is how you finish by staying positive, stay focused and believe in yourself.
Address	19801 Norwood Street

City	Rehoboth
State	DE
Zip Code	19971
Contact Person	Linda Bonville
Contact Title	Treasurer
Contact Phone Number	3025282796
Contact Email Address	Lindbon520@aol.com
Total Funding Request	3000.00
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?	2350
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)	Cultural Educational
Primary Beneficiary Category	Youth
Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program	300
Scope	WSNB Children and Youth program is dedicated to making a positive difference in the lives of children and youth throughout Sussex County. Our program strives to provide a safe, supportive and encouraging environment where young people can learn, grow, build meaningful relationships and develop the skills needed for a successful future. Many children and families benefit from access to positive programs, guidance and opportunities that support their personal, social and educational development. Through our commitment to the community, WSNB works to empower youth, encourage positive choices, strengthen self confidence, and create opportunities for a brighter future. Grant funding will help us continue and expand these valuable services with the goal of serving approximately 300 youth to include parents or guardians annually and strengthening the families and communities we serve. We provide mentoring, after school tutorial help, summer enrichment programs, meals and holiday assistance.
Religious Components	n/a
Please enter the current support your organization receives	0.00

for this project (not entire organization revenue if not applicable to request)	
Description	Meals, enrichment and educational programs
Amount	3,000.00
TOTAL EXPENDITURES	3,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-3,000.00
Name of Organization	West Side New Beginning, Inc
Applicant/Authorized Official	Linda Bonville
Date	10/19/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes
I understand that, if awarded grant funding, I will be required to provide receipts and/or supporting documentation showing how the	Yes

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

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

Gruenebaum- Ok

Outlook

Form submission from: Council Grant Form

From notifications=d3forms.com@mg.d3forms.com <notifications=d3forms.com@mg.d3forms.com> on behalf of Sussex County DE <notifications@d3forms.com>
Date Tue 2026-07-07 14:26
To Morgan C. Stokes <morgan.stokes@sussexcountyde.gov>

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Council Grant Form

Legal Name of Agency/Organization	Autism Delaware
Project Name	Snowflake Soiree 2026
Federal Tax ID	20-2110190
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	Autism Delaware's mission is to help people and families affected by autism.
Address	17517 Nassau Commons Blvd
Address 2	Unit 1
City	Lewes
State	DE

Zip Code	19958
Contact Person	Dan Getman
Contact Title	Director of Development
Contact Phone Number	3022246020
Contact Email Address	dan.getman@autismdelaware.org
Total Funding Request	5000
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?	7
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	255
Scope	The Snowflake Soiree is our annual gala event which raises money for our programs and services. We will host the event again at the Rehoboth Beach Convention Center on 12/4/26. We anticipate 200+ guests, the vast majority from Sussex County. All monies raised will be used to offset our year-round program costs. Specifically, these funds will support our Family Services team as they work with school-age children and their families as well as our Adult Services team that provides workforce opportunities and job skills coaching for adults on the autism spectrum. We have been very grateful for the Council's support for the first two years of this event and are hopeful you will continue to see participating as a benefit for all involved.
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	0.00
Description	Event Rentals
Amount	18,500.00
Description	Entertainment
Amount	15,000.00
Description	Marketing
Amount	10,000.00
Description	Food & Beverage

Amount	5,000.00
Description	Volunteer Supplies
Amount	1,500.00
TOTAL EXPENDITURES	50,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-50,000.00
Name of Organization	Autism Delaware
Applicant/Authorized Official	Dan Getman
Date	07/02/2026
I acknowledge and represent on behalf of the application organization that I have read and understand the Grant Program Guidelines and Affidavit of Understanding	Yes

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

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

To Be Reintroduced: 11/17/26

Council District 5: Mr. Rieley
Tax I.D. No.: 135-15.00-82.00 (p/o)
911 Address: 22450, 22476, 22488, 22502 & 22518 Lewes Georgetown Highway, Georgetown

ORDINANCE NO. ___

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND CR-1 COMMERCIAL RESIDENTIAL DISTRICT TO AN HR-1 HIGH DENSITY RESIDENTIAL DISTRICT FOR A 20 ACRE PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY CONTAINING 87.5 ACRES, MORE OR LESS

WHEREAS, on the 17th day of October 2024, a zoning application, denominated Change of Zone No. 2040 was filed on behalf of Capano Management; and

WHEREAS, on the ____ day of _____ 2026, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 2040 be _____; and

WHEREAS, on the ____ day of _____ 2027, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

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

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Sussex County, Delaware, and lying on the south side of Lewes Georgetown Highway (Rt. 9 / Rt. 404), approximately 0.5 mile west of Park Avenue (Rt. 9 / S.C.R. 321) and being more particularly described in the attached legal description prepared by The Smith Firm, LLC, said portion of the parcel containing 20.0 acres, more or less.

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

To Be Reintroduced: 11/17/26

Council District: Mr. Hudson
Tax I.D. No.: 234-28.00-161.00
911 Address: 27980 Holly Tree Road, Millsboro

ORDINANCE NO. ___

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A MR MEDIUM DENSITY RESIDENTIAL DISTRICT TO A B-2 BUSINESS COMMUNITY DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 6.15 ACRES, MORE OR LESS

WHEREAS, on the 3rd day of January 2025, a zoning application, denominated Change of Zone No. 2044 was filed on behalf of Atlantic Coastal Smart Storage; and

WHEREAS, on the ____ day of _____ 2026, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 2044 be _____; and

WHEREAS, on the ____ day of _____ 2027, a public hearing was held, after notice, before the County Council of Sussex County, and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [MR MEDIUM DENSITY RESIDENTIAL] and adding in lieu thereof the designation B-2 Business Community District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Sussex County, Delaware, and lying on the southwest corner of John J Williams Highway (Rt. 24) and Gull Point Road (S.C.R. 313), approximately 650 feet southeast of Streets Road (S.C.R. 310), and being more particularly described in the attached legal description prepared by The Smith Firm, LLC, said parcels containing 6.15 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.