

## COUNTY COUNCIL

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



# Sussex County

DELAWARE  
sussexcountye.gov  
(302) 855-7743

## SUSSEX COUNTY COUNCIL

### A G E N D A

January 6, 2026

10:00 AM

#### Call to Order

#### Approval of Agenda

#### Election of Council Officers

#### Council Member Appointments

[2026 Council Formation](#)

#### Appointment of Legal Counsel

#### Adoption of Rules of Procedure

#### Approval of Minutes - December 16, 2025

[Draft Minutes 121625](#)

#### Reading of Correspondence

#### Public Comments



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

## **Consent Agenda**

1. **Use of Existing Wastewater Agreement, IUA 2025-22  
Gander Car Wash, Millville Area**  
[Consent Agenda Gander Car Wash](#)
2. **Use of Existing Wastewater Agreement, IUA 917-4  
Ingram Village (Additional Townhomes), Ellendale Area**  
[Consent Agenda Ingram Village](#)

## **Todd Lawson, County Administrator**

1. **Administrator's Report**

## **Gina Jennings, Finance Director**

1. **Bank Accounts Resolutions**  
[Bank Resolution](#)

## **Bob Bryant, Airport Manager**

1. **Airport Advisory Committee Members**  
  
**A. Approval 2026 Committee Appointments**  
  
[2026 Airport Advisory Committee Appointments](#)
2. **Runway 4-22 Extension Project**  
  
**A. Approval to Submit FAA Airport Improvement Program (AIP) Grant Application and Approval to Sign Grant Offer**  
[FAA Grant Application](#)
3. **Runway 4-22 Extension Project**  
  
**A. Approval of Delta Airport Consultants Task Order No. 2 for Environmental Assessment and Preliminary Design**  
[Enviro Assessment & Design](#)

## **Patrick Brown, Project Engineer IV**

1. **Winding Creek Village Water District, Project S20-10**  
  
**A. Final Balancing Change Order & Substantial Completion**  
[Winding Creek Village Water BCO & SC](#)

## Hans Medlarz, Project Engineer

### 1. Lewes Board of Public Works

A. Approval of the Agreement between The Board of Public Works and Sussex County concerning Wastewater Treatment

B. Approval of the Agreement between The Board of Public Works and Sussex County for and on behalf of Sussex County Unified Sanitary Sewer District In Connection with the Transmission and Treatment of Sewage Discharge to/from the Unified Sewer District Area

[LBPW Agreements](#)

### 2. Joy Beach Sewer Expansion Phase II, Project 25-03

A. Authorization of an Application for Funding and associated Income Survey

B. Rejection of all Bids

[Joy Beach Phase II](#)

## Old Business

### 1. [ORD. 23-07](#)

“AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 334-4.00-34.00, 235-27.00-11.00, 12.00, 13.00 & 14.00” (properties are lying on the north and south side of Log Cabin Hill Road [S.C.R. 247], the east and west side of Cool Spring Road [S.C.R. 290], the east side of Hudson Road [S.C.R. 258], and the north side of Lewes Georgetown Highway [Rt. 9] at the intersection of Cool Spring Road [S.C.R. 290] and Lewes Georgetown Highway [Rt. 9] (911 Addresses: N/A, 28645 Log Cabin Road, Lewes, & 16915 Hudson Road, Milton) (Zoning: AR-1 [Agricultural Residential]) TO ANNOUNCE CLOSURE OF THE RECORD

### 2. [Change of Zone No. 2010 filed on behalf of CMF Cool Spring, LLC](#)

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR CERTAIN PARCELS OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 637 ACRES, MORE OR LESS” (properties are lying on the north and south side of Log Cabin Hill Road [S.C.R. 247], the east and west side of Cool Spring Road [S.C.R. 290], the east side of Hudson Road [S.C.R. 258], and the north side of Lewes Georgetown Highway [Rt. 9] at the intersection of Cool Spring Road [S.C.R. 290] and Lewes Georgetown Highway [Rt. 9]) (911 Addresses: N/A, 28645 Log Cabin Road, Lewes, & 16915 Hudson Road, Milton) (Tax Map Parcels: 235-27.00-11.00, 12.00, 13.00, 14.00 & 334-4.00-34.00) TO ANNOUNCE CLOSURE OF THE RECORD

3. [Conditional Use No. 2441 filed on behalf of CMF Cool Spring, LLC](#)

**“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR AN EDUCATIONAL FACILITY TO BE LOCATED ON A 2.65 ACRE PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 194.17 ACRES, MORE OR LESS” (property is lying on the south side of Log Cabin Hill Road [S.C.R. 247], the west side of Cool Spring Road [S.C.R. 290] and the north side of Lewes Georgetown Highway [Rt. 9] at the intersection of Cool Spring Road [S.C.R. 290], the east side of Hudson Road [S.C.R. 258], and Lewes Georgetown Highway [Rt. 9]) (911 Address: N/A) (Tax Map Parcel: 235-27.00-11.00) TO ANNOUNCE CLOSURE OF THE RECORD**

4. [Conditional Use No. 2442 filed on behalf of CMF Cool Spring, LLC](#)

**“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR AN ASSISTED LIVING FACILITY AND MEDICAL OFFICES TO BE LOCATED ON A 13.86 PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 194.17 ACRES, MORE OR LESS” (property is lying on the south side of Log Cabin Hill Road [S.C.R. 247], the west side of Cool Spring Road [S.C.R. 290], the east side of Hudson Road [S.C.R. 258], and the north side of Lewes Georgetown Highway [Rt. 9] at the intersection of Cool Spring Road [S.C.R. 290] and Lewes Georgetown Highway [Rt. 9]) (911 Address: N/A) (Tax Map Parcel: 235-27.00-11.00) TO ANNOUNCE CLOSURE OF THE RECORD**

5. [Change of Zone No. 2037 filed on behalf of Mulberry Knoll Associates, LLC](#)

**“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-4 PLANNED COMMERCIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 73.5 ACRES, MORE OR LESS” (properties are lying on the northwest side of John J. Williams Highway [Rt. 24], at the northwest corner of the intersection with Mulberry Knoll Road [SCR 284]) (911 Address: N/A) (Tax Map Parcel: 334-12.00-46.00 & 47.00) TO ANNOUNCE CLOSURE OF THE RECORD**

**Grant Requests**

1. **Bethany-Fenwick Area Chamber of Commerce their 2026 Fire & Ice Festival**  
[Bethany Beach-Fenwick Island Chamber of Commerce](#)
2. **Skeeter Strong Foundation for their project to assist with medical-related expenses for those in need**  
[Skeeter Strong Foundation](#)
3. **New Coverdale Outreach Mission for a dinner for underprivileged families**  
[New Coverdale Outreach Mission](#)

**Introduction of Proposed Zoning Ordinances**

[Ord Intro CU2612 CU2617](#)



## Council Members' Comments

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

#### Possible action on Executive Session Items

#### 1:30 p.m. Public Hearing

1. [Ordinance No. 20-07](#)

“AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-13.00-29.00, 235-13.00-29.01 & 235-14.00-570.00” (properties are lying on the west side of Gravel Hill Rd. [Rt. 30] approximately 309 feet south of Milton-Ellendale Hwy. [Rt. 16]). (911 Address: 14888, 14866 & 14742 Gravel Hill Rd., Milton) (Tax Map Parcels: 235-13.00-29.00, 29.01 & 235-14.00-570.00)

[Public Hearing Ord 20-07](#)

#### Adjourn

**-MEETING DETAILS-**

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on December 30, 2025 at 3:15 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](mailto: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, DECEMBER 16, 2025**

**A regularly scheduled meeting of the Sussex County Council was held on Tuesday, December 16, 2025, at 10:00 a.m., in Council Chambers, with the following present:**

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

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

**Call to  
Order**

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

**M 506 25  
Approve  
Consent  
Agenda**

**A Motion was made by Mr. Lloyd, seconded by Ms. Gruenebaum to approve the following items under the Consent Agenda:**

**Proclamation Request – Cape Henlopen High School Unified Flag Football Team State Champions**

**Proclamation Request – Seaford High School Football Team State Champions**

**Motion Adopted: 5 Yeas**

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

**M 507 25  
Recess**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron to recess.**

**Motion Adopted: 5 Yeas**

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

**M 508 25  
Reconvene**

**A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum to reconvene.**

**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**

**M 509 25**      **A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum, to**  
**Approve**      **approve the Agenda as presented.**  
**Agenda**

**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**

**Minutes**      **The minutes from December 9, 2025, were approved by consensus.**

**Correspon-**      **Mr. Moore reported that letters were received from Read Aloud Delaware,**  
**dence**      **Delaware Foundation Reaching Citizens, Delaware Boys and Girls Club,**  
**Harry K Foundation and Delaware Lions Foundation thanking Council for**  
**their support.**

**Public**      **Public comments were heard.**  
**Comments**  
  
**Mr. Gary Vorsheim spoke about Council motions related to CZ2037 and**  
**CZ2010.**

**Mr. Kevin Goldsborough spoke about SB159 and SB199.**

**Ms. Jen Palowski spoke about SB159 and SB199.**

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

**1. Delaware State Police Activity Report**

**The Delaware State police year-to-date activity report for**  
**November 2025 is attached listing the number of violent crime and**  
**property crime arrests, as well as total traffic charges and**  
**corresponding arrests. In addition, DUI and total vehicle crashes**  
**investigated are listed. In total, there were 193 troopers assigned**  
**to Sussex County for the month of November.**

**2. Project Receiving Substantial Completion**

**Per the attached Engineering Department Fact Sheet, Heritage**  
**Shores – Phase 7A received substantial completion effective**  
**December 5<sup>th</sup>.**

**3. Christmas and New Year's Holidays**

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

**Please note, County offices will be closed on December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, to celebrate the Christmas holiday and January 1<sup>st</sup> for the New Year's holiday. The next regularly scheduled Council meeting will be held on Tuesday, January 6, 2026.**

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

**Medic 101  
Lease**

**Kristen McAfee, Manager of Logistics, presented a lease renewal for Medic Station 101, Lincoln Community Center for Council's consideration.**

**M 510 25  
Approve  
Medic 101  
Lease  
Renewal**

**A Motion was made by Mr. Rieley, seconded by Mr. Lloyd, be it moved that Sussex County Council renew the lease with the Lincoln Community Center, LLC for Medic 101 in Lincoln for a period of one year with the additional one-year extension.**

**Motion Adopted: 5 Yeas**

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

**Labor &  
Equip CO  
No. 1**

**Mike Harmer, County Engineer, presented change order no. 1 for FY25 general labor & equipment contract for Council's consideration.**

**M 511 25  
Approve CO  
No. 1/Labor  
&  
Equipment**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron, that be it moved based on the recommendation of the Sussex County Engineering Department that FY26 - change order no. 1 for contract #25-01, FY25 general labor & equipment, be approved, which increases the contract amount by \$2,500,000.00, for a new total of \$7,500,000.00.**

**Motion Adopted: 5 Yeas**

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

**Love MHC  
Amend 4**

**Mark Parker, Assistant County Engineer, presented amendment no. 4 for Love Creek MHC septic elimination project for Council's consideration.**

**M 512 25  
Approve  
Amend No.  
4/ Love  
Creek MHC**

**A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum, that be it moved based on the recommendation of the Sussex County Engineering Department that amendment no. 4 of Johnson, Mirmiran & Thompson's miscellaneous engineering services contract be approved in the not-to-exceed amount of \$290,800.00.**

**Motion Adopted: 5 Yeas**

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

**Taxiway B Bob Bryant, Airport Manager presented change order no. 2 for Construct  
CO No. 2 Taxiway B, Phase II – Bid Package 1 for Council’s consideration.**

**M 513 25 A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it  
Approve CO moved based on the recommendation of the Sussex County Engineering  
No. Department on behalf of the Delaware Coastal Airport that the Sussex  
2/Taxiway B County Council approve change order no. 2 in the amount of \$32,033.34 for  
work associated with the construction phase of Construct Parallel Taxiway  
B phase II bid package 1 project.**

**Motion Adopted: 5 Yeas**

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

**Wolfe Neck Hans Medlarz, Project Manager, presented change order no. 8 and change  
RWF CO order no. 3 for Wolfe Neck RWF electrical service & switchgear  
No. 3 & 8 replacement for general and electrical construction for Council’s  
consideration.**

**M 514 25 A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it  
Approve CO moved based on the recommendation of the Sussex County Engineering  
No. 8/ Department that change order no. 8 for contract S24-10, Wolfe Neck  
Wolfe Neck Regional WWF electrical service & switchgear replacement – general  
RWF construction, be approved in the amount of \$28,952.00.**

**Motion Adopted: 5 Yeas**

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

**M 515 25 A Motion was made by Mr. Lloyd, seconded by Mr. McCarron, that be it  
Approve CO moved based on the recommendation of the Sussex County Engineering  
No. 3/Wolfe Department that change order no. 3 for contract S24-10, Wolfe Neck  
Neck Regional WWF electrical service & switchgear replacement – electrical  
construction be approved in the amount of \$336,019.09.**

**Motion Adopted: 5 Yeas**

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

**SCRWF CO No. 6 & 11** Hans Medlarz, Project Manager, presented change order no. 6 and 11 for SCRWF treatment process upgrade no. 3 – Inland Bays Extension general construction for Council’s consideration.

**M 516 25 Approve CO No. 6 & 11/ SCRWF** A Motion was made by Mr. Rieley, seconded by Mr. Lloyd, that be it moved based on the recommendation of the Sussex County Engineering Department that change order nos. IB-011 and modified IB-006 for the Inland Bays phase 2C expansion project, be approved, in the not to exceed amount of \$1,880,000.00 and \$2,277,600.00 respectively, for construction of the pump and blower building and yard piping, package 2.

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

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

**Old Business/ CZ2001** Under Old Business, Mr. Whitehouse presented a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-4 PLANNED COMMERCIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 39.22 ACRES, MORE OR LESS” (property is lying on the east side of John J. Williams Highway (Route 24), approximately 0.31 mile southwest of Mulberry Knoll Road [S.C.R. 284]) (911 Address: 20033 John J. Williams Highway, Lewes) (Tax Parcel Nos.: 334-18.00-40.01 & 40.06) filed on behalf of Belmead Farm, LLC.

The County Council held a Public Hearing on the application at the meeting on September 16, 2025. At the conclusion of the meeting, the Council held the Public Record open for a period of 14 days to submit additional questions to State Agencies, with a subsequent period of 14 day for the State Agencies to respond to the Council’s questions. The Public was then provided with 14 calendar days from October 14, 2025, to submit additional comments in relation to the State of Delaware’s written responses. The Public Record automatically closed at the end of business on October 28, 2025.

**M 517 25 Amend Condition B/ CZ2001** A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that the first sentence of Condition B be amended by striking the words “As offered by the Applicant, ten” and substituting in its place “Fifteen” such that the first sentence of Condition B reads as follows: “Fifteen percent of the units shall be designated as “Restricted Units” for the purpose of providing

**affordable rental housing options subject to the following terms and conditions:”.**

**Motion Adopted: 5 Yeas**

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

**M 518 25  
Amend  
Condition B  
1/CZ2001**

**A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that Condition B 1. be amended as follows: Delete “ten” and substitute with “fifteen”. Then later in the same sentence after “equal to or less than” add “eighty percent (80%) of” and then striking “an appropriate percentage of” immediately after. The last sentence will then be stricken. The condition will then read: “Rent Restricted Units – For a period of 30 years following the date the last building with residential units in it receives its certificate of occupancy, fifteen percent (15%) of the total number of units offered for lease (the “Restricted Units”), shall be rented to tenants with gross household incomes equal to or less than eighty percent (80%) of the area median income for Sussex County (“Qualifying Tenants”) as established by the U.S. Department of Housing and Urban Development (“HUD”) and updated annually for a rental rate, adjusted for household and unit size as per HUD guidelines”.**

**Motion Adopted: 5 Yeas**

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

**M 519 25  
Amend  
Condition B  
7/CZ2001**

**A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that Condition B. 7. Be amended as follows: Delete “ninety” and substitute with “eighty-five”. Then later in the same sentence delete “ten” and substitute with “fifteen”. The condition will then read: 7. Penalties - In the event that more than eighty-five percent of the Units are rented at Market Rate because fewer than fifteen percent of the units are leased to Qualified Tenants (the “Excess Market Rate Units”), the Applicant or owner of the project shall be required to pay to Sussex County the monthly market rent collected from any Excess Market Rate Units. Any such funds collected by Sussex County shall be used and administered for housing purposes by the Sussex County Office of Community Development and Housing.**

**Motion Adopted: 5 Yeas**

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



**Mr. Hudson, Yea**

**M 520 25**  
**Amend**  
**Condition N/**  
**CZ2001**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Lloyd, that Condition N be amended as follows: by adding a first sentence that reads, As designed by the Applicant, at least 50% of the existing forest shall be preserved and then by adding two sentences at the end that read, In addition, as recommended by the Delaware State Forester by letter dated October 13, 2025, the preserved forest areas shall undergo a silviculture prescription by a certified arborist, certified nursery professional, or licensed forester or forester designated by the Society of American Foresters as a “certified forester” to assist with understory establishment, the removal of poor-quality trees, increased water uptake and to increase habitat and overall forest health. A report shall be provided to the Planning and Zoning Commission following the silviculture prescription. Native plantings (as listed in the Flora of Delaware online database maintained by DNREC) shall be used in all buffers and “pollinator friendly” landscape practices employed where possible. The condition will be amended as follows: N. As designed by the Applicant, at least 50% of the existing forest shall be preserved. The Final Site Plan shall include a landscape plan for the development showing the proposed tree and shrub landscape design, including the buffer areas and the woodlands that must be preserved. In addition, as recommended by the Delaware State Forester by letter dated October 13, 2025, the preserved forest areas shall undergo a silviculture prescription by a certified arborist, certified nursery professional, or licensed forester or forester designated by the Society of American Foresters as a “certified forester” to assist with understory establishment, the removal of poor-quality trees, increased water uptake and to increase habitat and overall forest health. A report shall be provided to the Planning and Zoning Commission following the silviculture prescription. Native plantings (as listed in the Flora of Delaware online database maintained by DNREC) shall be used in all buffers and “pollinator friendly” landscape practices employed where possible.

**Motion Adopted: 5 Yeas**

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

**M 521 25**  
**Amend**  
**Condition R/**  
**CZ2001**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Lloyd, that Condition R be amended by inserting the following additions, so that, Condition R, as amended reads as follows: R. There will be off-site roadway improvements, and a signalized entrance constructed to provide safe vehicular and pedestrian access to the development. Given the location and size of the development, the developer shall coordinate with DelDOT and

**M 521 25  
Amend  
Condition R/  
CZ2001  
(continued)**

provide a phasing schedule that shall establish the timeframe and phasing of the construction of the commercial buildings, mixed-use buildings and residential buildings and the construction of the off-site entrance and roadway improvements that DelDOT will require as a result of this development. During this ‘coordination’ with DelDOT, the Developer shall inquire about the possibility of additional signalized intersections in the area. Additionally, the Developer shall coordinate the phasing schedule with DelDOT such that the signalized entrance to the development shall be constructed and open to use prior to the issuance of the first certificate of occupancy for either the first mixed-use building or apartment building. The phasing schedule and the results of the inquiry about additional traffic signals shall be coordinated between the applicant and DelDOT and it shall be presented by the Applicant with DelDOT’s concurrence to the Planning and Zoning Commission for consideration as part of the Final Site Plan.

**Motion Adopted: 5 Yeas**

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

**M 522 25  
Amend  
Condition  
G/CZ2001**

A Motion was made by Ms. Gruenebaum, seconded by Mr. Rieley, that Due to the proximity of this property to the environmentally sensitive wetlands of Dorman Branch, special design considerations, taking into account pre-development topography and anticipated bulk grading slopes are warranted. Therefore, in an effort to minimize adverse impacts by the developmental process on the forested portion of the site, I move that we amend Condition G, after the last sentence, and add the following:

An enhanced sediment capture plan shall be prepared by Developer’s engineer and submitted for review and approval by the Sussex Conservation District and the Sussex County Engineering Department.

1. The plan shall apply superior sediment capture by taking advantage of the existing site topography by impounding the area closest to Dorman Branch using minimally invasive methods thereby establishing an expanded floodplain.
2. The plan shall take advantage of the existing topography by placing the Phase 1 residential and amenity structures on the most level ground while designing a minimally invasive floodplain impoundment allowing the expanded floodplain to remain in a wooded state.
3. The minimally invasive impoundment structure must incorporate a conveyance feature in accordance with the State of Delaware Sediment and Stormwater Regulations. It must furthermore be fully

**M 522 25  
Amend  
Condition  
G/CZ2001  
(continued)**

stabilized prior to any subsequent land disturbance, and the remainder of the site must be temporarily and/or permanently graded to direct the stormwater run-off during construction as well as post development to the operational impoundment area.

**Motion Adopted: 5 Yeas**

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

**M 523 25  
Adopt  
Ordinance  
No. 4035/  
CZ2001**

A Motion was made by Ms. Gruenebaum, seconded by Mr. McCarron to Adopt Ordinance No. 4035 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-4 PLANNED COMMERCIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 39.22 ACRES, MORE OR LESS" for the reasons and conditions given by the Planning & Zoning Commission as follows and as amended by this Council:

1. This is an application to rezone a nearly 40-acre parcel of land along Route 24 in eastern Sussex County to the C-4 Planned Commercial District. The purpose of the C-4 District is "to encourage carefully planned large-scale commercial, retail, and mixed-use developments as a means of creating a superior shopping, working and living environment through unified developments, and to provide for the application of design ingenuity while protecting existing and future developments and achieving the goals of the Comprehensive Plan." This purpose is satisfied with this application.
2. Route 24 is classified by DelDOT as a principle arterial roadway, and this property is within the Henlopen Transportation Improvement District created jointly by DelDOT and Sussex County. In addition, a TIS was prepared by the Applicant's traffic engineers and approved by DelDOT. On top of the improvements required by the TIS, the developer's contributions to roadway improvements within the Henlopen TID, under the TID will be approximately \$2,800,000.00.
3. The location is in an area that has developed with a variety of uses, including two schools, a State police barracks, a hospital campus and a variety of housing types. The area housing includes large and small single-family subdivisions and a multifamily residential development across Route 24 from the site approved as part of the Sussex County SCRP program providing affordable housing for County residents. The Route One commercial corridor is approximately 1 mile north of the site. To the south of the site, along Route 24, there are manufactured home communities, a large multifamily condominium community along Love Creek and diverse commercial uses. This is

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**an appropriate location for C-4 zoning and the mixed-use site plan proposed by the Applicant.**

- 4. The site is within the Coastal Area according to the Sussex County Comprehensive Plan and its Future Land Use Map. The Plan states that C-4 Zoning is appropriate in the Coastal Area. The Plan also states that in the Coastal Area, a higher density of 4 to 12 units per acre can occur and that “[a] range of housing types should be permitted . . . including single-family homes, townhouses, and multi-family units. . . . 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.” This project satisfies this objective.**
- 5. Chapter 4 of the Comprehensive Plan regarding Future Land Use also states that Sussex County should “expand affordable housing opportunities, particularly in areas near job centers and Delaware State Housing Authority (DSHA) Areas of Opportunity”.**
- 6. The development is consistent with the Goals set forth in Chapter 8 of the Sussex County Comprehensive Plan regarding Housing. The following are examples of Goals, Objectives and Strategies within Chapter 8 of the Plan that are addressed by this development:**
  - a. Goal 8.2: “Ensure that a diversity of housing opportunities are available to meet the needs of residents of different ages, income levels, abilities, national origins and household configurations.”**
  - b. Objective 8.2.1: “Affirmatively further affordable and fair housing opportunities in the County to better accommodate the housing needs of all residents.”**
  - c. Strategy 8.2.1.3: “Explore ways for private developers to provide more multi-family and affordable housing opportunities.”**
  - d. Objective 8.2.3: “Facilitate and promote land use policies that enable an increase in the supply of affordable housing in areas with adequate infrastructure.”**
  - e. Strategy 8.2.3.1: “Promote increasing affordable housing options, including the supply of rental units, near employment opportunities.”**

**This project is consistent with each of these goals because it is intended to provide affordable housing opportunities in an area where the use is consistent with the existing and planned infrastructure, and it is located near numerous employment opportunities, with access to many more employment opportunities given its location on an established DART route.**

- 7. The C-4 zoning combines a zoning application with a site plan review, much like a Residential Planned Community zoning. Here, the Applicant has provided a mixed-use site plan that includes a variety of housing types along with integrated commercial uses. Because of this variety, the site plan’s design is superior to an exclusively residential or exclusively commercial development. The**

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**Adopt**  
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**No. 4035/**  
**CZ2001**  
**(continued)**

**mixed-use design will allow residents to use and enjoy a variety of retail, restaurant, food service and other commercial uses in close proximity to their homes without having to travel outside of their community. This benefits the residents of this community and other Sussex County residents by reducing the need to travel on area roadways for these uses.**

- 8. The use will be served by central water and Sussex County sewer.**
- 9. There was testimony in the record from Dr. David Tam, the President and CEO of Beebe Healthcare. Dr. Tam supported this project and others like it, stating that this type of housing is needed in eastern Sussex County to recruit and maintain appropriate staffing levels within area healthcare services. Dr. Tam explained that without more affordable housing options such as this one, it is difficult to recruit the necessary support staff, and that has an adverse effect on the ability to recruit physicians for the healthcare system. He testified that he fully supports this development in close proximity to the Beebe Health Campus on Route 24.**
- 10. The residential portion of this development will provide an affordable rental housing option for current and future Sussex County residents. It is undisputed that the high price of homes and rentals in much of eastern Sussex County makes housing unaffordable for a lot of the workforce in this area. As a result, many of those County residents cannot afford to live where they work, resulting in long commuting times and increased traffic on County roads. During the public hearing, the Applicant stated that at least ten percent of the apartment units will be rented to tenants that are below 120% of AMI. As a condition of this recommendation, the Applicant and the Sussex County Office of Community Development and Housing shall examine this rental rate during the public hearing to ensure that it is providing affordable rental housing that is reduced from the market rate units. Apartment units, by their nature, are generally a more affordable housing option than owner-occupied homes, particularly in eastern Sussex County. Therefore, additional information shall be considered by County Council as part of its public hearing process to ensure that the qualifying tenants and the affordable rental rates of the restricted units are truly a more affordable housing option than the market rate units within the project. This is also a condition of this recommendation, along with requirements to guarantee that the restricted units remain available for qualifying tenants.**
- 11. Sussex County Council declared in Chapter 72, Section 18 of the County Code, that it is the public policy of the County to:**
  - a. Encourage the creation of a full range of housing choices, conveniently located in suitable living environments, for all incomes, ages and family sizes.**
  - b. Encourage the production of affordable rental units to meet the existing and anticipated future employment needs in the County.**

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(continued)**

- c. Assure that affordable rental units are dispersed throughout the County consistent with the Comprehensive Plan.
- d. Encourage developments in Growth Areas as defined within the County's most current comprehensive plan and Areas of Opportunity as defined by the Delaware State Housing Authority to include a minimum percentage of affordable rental units on public water and sewer systems.

This application with the mixed-use site plan addresses each of these stated goals.

12. The Delaware State Housing Authority supports this project according to its comments stated in the February 20, 2025, PLUS Report. According to the DSHA's Housing Reform Map, this project is in an Area of Opportunity where diverse housing types should be supported. This means that the area has high-quality schools, supportive infrastructure and the capacity to support diverse and affordable housing types.
13. The site is located along a bus transit route operated year-round by DART. In addition, the site is located near a wide variety of employment opportunities, including general commercial and retail uses, healthcare, education, institutional uses, and hospitality uses.
14. There are Resources on the site as defined by the Sussex County Zoning Code. The Developer has supplied a Drainage Assessment Report and an Environmental Assessment & Public Facilities Evaluation Report in support of the application. In addition, the site plan complies with the requirements for Resources and Resource Buffers set forth in the Zoning Code, and the design meets or exceeds the design standards for protecting these Resources.
15. Approximately  $\frac{3}{4}$  of the site is currently used for agricultural purposes as a horse farm. The remaining  $\frac{1}{4}$  of the site is wooded with Resources within it. In addition to the requirements for Resources protection, approximately 50% of the existing forest will be preserved by this design.
16. With conditions imposed, including the voluntary condition offered by the Applicant that ten percent of the units will be available to low and moderate income County residents, the proposed C-4 Zoning meets the purpose of the Zoning Code and Comprehensive Plan in that it promotes the orderly growth, convenience, order, prosperity, and welfare of the County and its residents.
17. This recommendation is subject to the following conditions:
  - a. The complex shall be owned and operated as a mixed-use development with commercial spaces and apartments. No owner-occupied units shall be permitted. The maximum number of apartment units shall not exceed 334 units, consisting of 7 buildings containing 24 apartment units each and 4 mixed-use buildings containing 166 apartment units. The mixed-use buildings shall contain commercial uses on the first floor and residential apartments on the floors above. The commercial areas shall not exceed 75,000

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square feet distributed among the pad sites and mixed-use buildings shown on the site plan.

- b. Fifteen percent of the units shall be designated as “Restricted Units” for the purpose of providing affordable rental housing options subject to the following terms and conditions:

- i. **Rent Restricted Units** – For a period of 30 years following the date the last building with residential units in it receives its certificate of occupancy, fifteen percent (15%) of the total number of units offered for lease (the “Restricted Units”), shall be rented to tenants with gross household incomes equal to or less than eighty percent (80%) of the area median income for Sussex County (“Qualifying Tenants”) as established by the U.S. Department of Housing and Urban Development (“HUD”) and updated annually for a rental rate, adjusted for household and unit size as per HUD guidelines.
- ii. **Vacant Units** – During lease-up and for a period of 2 years, the Applicant must actively seek to lease available units to Qualifying Tenants at a rate equal to or greater than the ratio of Restricted Units to market rate units. Post lease-up, any vacant units for which the Applicant is actively seeking tenants must first be offered to Qualifying Tenants if the total number of leased Restricted Units is less than the minimum number of Restricted Units. At all times in which the number of Restricted Units is below the minimum number of Restricted Units, the next available unit(s) must be offered for lease to any known and available Qualified Tenant(s), until such time as ten percent of the Restricted Units are rented.
- iii. **Qualifying Tenants** – Eligible tenants for the Restricted Units must:
  1. Provide proof of citizenship.
  2. Be of eligible income as defined in the Ordinance approving the Application.
  3. Occupy the Restricted Unit as the tenant’s principal residence during the lease period. Each eligible tenant must certify before taking occupancy that the tenant will occupy the unit as the tenant’s principal residence. Any tenant who violates occupancy requirements will be subject to eviction procedures.
  4. Comply with other requirements that apply to tenants of Non- Restricted Units.
- iv. **Unit Integration** – Restricted Units must be fully integrated into the community and shall not be substantially different in external or internal appearance and fit out from market-rate units. Restricted Units shall be equipped with the same basic appliances as the market rate units, such as an oven, refrigerator, dishwasher, and washer and dryer. At all times,

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**(continued)**

the number of types of Restricted Units shall remain in proportion to the number of the same types of Market Rate Unit. For example, if 33% of the Market Rate Units are 3-Bedroom Units, then 33% of the Restricted Units must be 3-Bedroom Units.

**v. Restricted Unit Leases – The following requirements shall apply to Restricted Unit Leases:**

- 1. The landlord shall determine the tenant’s eligibility to rent a Restricted Unit and lease agreements shall not be signed until tenant eligibility is determined.**
- 2. Lease agreements shall contain the same terms and conditions as the lease agreements with market-rate renters with the exception of the rental rates and other terms and conditions as required under these conditions.**
- 3. All lease agreements of Restricted Units shall cover a period of at least one year. An eligible tenant already occupying a restricted unit has first option to renew the lease agreement each year, as long as the tenant maintains good standing with the landlord and continues to qualify as a Qualifying Tenant.**
- 4. Tenants of Restricted Units shall provide an executed affidavit on an annual basis certifying their continuing occupancy of the unit as their principal residence. Tenants shall provide such affidavit to the landlord by the date that may be specified in their lease or that may otherwise be specified by the landlord.**
- 5. In the event the tenant of a Restricted Unit fails to provide his or her landlord with an executed affidavit as provided for in the preceding paragraph within 30 days of written request for such affidavit, then the lease shall automatically terminate, become null and void and the occupant shall vacate the unit within 30 days of written notice from the landlord.**
- 6. Leases of Restricted Units shall prohibit tenants from subletting or subleasing the Restricted Unit.**

**vi. Examination by an Independent Certified Public Accountant**

**– The developer shall contract with an independent Delaware Certified Public Accountant that has no other relationship with the Developer/Owner/Manager of the Project to certify compliance with the conditions of approval for the Project related to the rental of the “Restricted Units” and the “Qualifying Tenants” in the Project. In this engagement, the Delaware Certified Public Accountant will certify compliance with these conditions in accordance with attestation standards established by the American Institute of Certified Public Accountants. This shall be used to confirm that the project remains in compliance with all of Condition B of this**



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approval, and (i) the status of each of the Restricted Units; (ii) the status and duration of any vacancy of any Restricted Unit; (iii) the marketing efforts to re-let any vacant Restricted Unit to a Qualifying Tenant; (iv) the status of any list of Qualifying Tenants waiting for a Restricted Unit to come available; and (v) such other information as the Delaware Certified Public Accountant, the Office of Planning & Zoning and/or the Office of Community Development and Housing may deem appropriate and necessary. This information shall be submitted to both the Office of Planning & Zoning and the Office of Community Development & Housing no later than March 1 of each year.

- vii. **Penalties** - In the event that more than eighty-five percent of the Units are rented at Market Rate because fewer than fifteen percent of the units are leased to Qualified Tenants (the “Excess Market Rate Units”), the Applicant or owner of the project shall be required to pay to Sussex County the monthly market rent collected from any Excess Market Rate Units. Any such funds collected by Sussex County shall be used and administered for housing purposes by the Sussex County Office of Community Development and Housing.

C. All entrances, intersections, roadways and multimodal improvements required by DelDOT shall be completed by the applicant in accordance with DelDOT’s determination. In addition, there shall be interconnectivity provided to the property to the east of this site to Tax Parcel 334-18.00-42.00, with signage on the site indicating that future interconnectivity is a possibility at this location. The design and location of this signage shall be shown on the Final Site Plan. There shall not be any interconnectivity provided to the residential property to the south of this site.

D. The active recreational amenities for the project shall include a clubhouse building with a minimum floor area of 7,000 square feet and swimming pool. These amenities shall be completed in compliance with Section 115-194.5 of the Zoning Code.

E. The development shall be connected to the Sussex County sanitary sewer system in accordance with the requirements and specifications of the Sussex County Engineering Department.

F. The development shall be served by a central water system providing adequate drinking water and fire protection as required by applicable regulations.

G. Stormwater management and erosion and sediment control shall be constructed in accordance with applicable State and County requirements, and the project shall utilize Best Management Practices to construct and maintain these fixtures. The Final Site Plan shall contain the approval of the Sussex Conservation District. An enhanced sediment capture plan shall be prepared by Developer’s engineer and submitted for review and approval by the

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**Sussex Conservation District and the Sussex County Engineering Department.**

- 1. The plan shall apply superior sediment capture by taking advantage of the existing site topography by impounding the area closest to Dorman Branch using minimally invasive methods thereby establishing an expanded floodplain.**
- 2. The plan shall take advantage of the existing topography by placing the Phase 1 residential and amenity structures on the most level ground while designing a minimally invasive floodplain impoundment allowing the expanded floodplain to remain in a wooded state.**
- 3. The minimally invasive impoundment structure must incorporate a conveyance feature in accordance with the State of Delaware Sediment and Stormwater Regulations. It must furthermore be fully stabilized prior to any subsequent land disturbance, and the remainder of the site must be temporarily and/or permanently graded to direct the stormwater run-off during construction as well as post development to the operational impoundment area.**

**H. Interior street design shall comply with or exceed Sussex County standards. In addition, there shall be sidewalks on both sides of all streets with interconnection between the sidewalks and DelDOT-mandated multi-modal paths.**

**I. Road naming and addressing shall be subject to the review and approval of the Sussex County Geographic Information Office.**

**J. The Applicant shall consult with the local school district's transportation manager to determine if a school bus stop is appropriate. The location of such a bus stop shall be shown on the Final Site Plan.**

**K. As shown on the Preliminary Site Plan, Resource Buffers required by Sussex County Code Section 115-193 shall be created to include waters, wetlands, their associated Resource Buffers and the additional areas shown on the Preliminary Site Plan, all of which shall be permanently protected, delineated and described on the Final Site Plan and within a recorded Declaration of Covenants for the community.**

**L. Approximately 12 acres or 30% of the site shall remain as open space.**

**M. Construction, site work, and deliveries shall only occur on the site between the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday and between 8:00 a.m. and 2:00 p.m. on Saturday. 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.**

**N. As designed by the Applicant, at least 50% of the existing forest**

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shall be preserved and then by adding two sentences at the end that read, In addition, as recommended by the Delaware State Forester by letter dated October 13, 2025, the preserved forest areas shall undergo a silviculture prescription by a certified arborist, certified nursery professional, or licensed forester or forester designated by the Society of American Foresters as a “certified forester” to assist with understory establishment, the removal of poor-quality trees, increased water uptake and to increase habitat and overall forest health. A report shall be provided to the Planning and Zoning Commission following the silviculture prescription. Native plantings (as listed in the Flora of Delaware online database maintained by DNREC) shall be used in all buffers and “pollinator friendly” landscape practices employed where possible.

O. All lighting on the site shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.

P. Prior to the issuance of a building permit for each residential unit, the applicant shall make a \$500 contribution to the Rehoboth Beach Volunteer Fire Company. Thereafter, a monthly contribution of \$10 per completed dwelling unit shall be paid over to the Rehoboth Beach Volunteer Fire Company on a semi-annual basis. This contribution requirement shall be set forth on the Final Site Plan. A copy of this Ordinance shall also be provided to the Rehoboth Beach Volunteer Fire Company as a condition of Final Site Plan approval.

Q. The Cape Henlopen School District has commented that its schools are at capacity and that new development should contribute to the District’s need to expand its facilities to accommodate the additional students that will enroll as a result of the development. Therefore, Sussex County Council should consider establishing a contribution to the Cape Henlopen School District to be paid by the Developer to the District upon completion of each apartment unit within the development.

R. There will be off-site roadway improvements, and a signalized entrance constructed to provide safe vehicular and pedestrian access to the development. Given the location and size of the development, the developer shall coordinate with DelDOT and provide a phasing schedule that shall establish the timeframe and phasing of the construction of the commercial buildings, mixed-use buildings and residential buildings and the construction of the off-site entrance and roadway improvements that DelDOT will require as a result of this development. During this ‘coordination’ with DelDOT, the Developer shall inquire about the possibility of additional signalized intersections in the area. Additionally, the Developer shall coordinate the phasing schedule with DelDOT such that the signalized entrance to the development shall be constructed and open to use prior to the issuance of the first certificate of occupancy for either the first mixed-use building or apartment building. The phasing schedule and the results of the inquiry about additional

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traffic signals shall be coordinated between the applicant and DelDOT and it shall be presented by the Applicant with DelDOT's concurrence to the Planning and Zoning Commission for consideration as part of the Final Site Plan.  
S. The Final Site Plan shall depict or note these conditions of approval, and it shall be subject to the review and approval of the Sussex Planning & Zoning Commission.

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

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

**All members provided reasons for their vote.**

**Grant**  
**Requests**

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

**M 524 25**  
**Cape**  
**Henlopen**  
**Girls**  
**Basketball**  
**Boosters**

**A Motion was made by Mr. Hudson, seconded by Ms. Gruenebaum to give \$1,000 (\$1,000 from Mr. Hudson's Councilmanic Grant Account) to Cape Henlopen Girls Basketball Boosters for their Beach Slam event.**

**Motion Adopted: 5 Yeas**

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

**M 525 25**  
**Good**  
**Samaritan**  
**Aid**  
**Organiza-**  
**tion, Inc.**

**A Motion was made by Mr. Lloyd, seconded by Mr. Rieley to give \$1,000 (\$1,000 from Mr. Lloyd's Councilmanic Grant Account) to Good Samaritan Aid Organization, Inc. for their Annual Christmas Basket/Toy Outreach project.**

**Motion Adopted: 5 Yeas**

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

**M 526 25**  
**Purity**  
**Laundry**  
**Project**

**A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to give 2,000 (\$1,000 from Mr. Rieley's Councilmanic Grant Account and \$500 from Mr. McCarron's Councilmanic Grant Account and \$500 from Ms. Gruenebaum's Councilmanic Grant Account) to Purity Laundry Project for their project to clean clothes for under-resourced families.**

**Motion Adopted: 5 Yeas**

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

**Ordinance Introduction** Ms. Gruenebaum introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT TO AMEND CONDITION K OF CONDITIONAL USE NO. 2583 (ORDINANCE NO. 4003) TO ALLOW FOR YEAR-ROUND OUTDOOR STORAGE TO REMAIN ON THE PROPERTY AS PART OF A CAMPGROUND FOR THE UNHOUSED TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 7.16 ACRES, MORE OR LESS” filed on behalf of Tharros Village (c/o Code Purple at the Cape.

The Ordinance will be advertised for a Public Hearing.

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

**M 527 25 Go Into Executive Session** At 11:15 a.m., a Motion was made by Mr. McCarron, seconded by Mr. Lloyd, to enter into an Executive Session for the purpose of discussing matters related to land acquisition and pending & potential litigation.

**Motion Adopted:** 5 Yeas

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

**Executive Session** At 11:20 a.m., an Executive Session was held in the Basement Caucus Room to discuss matters related to land acquisition and pending and potential litigation. The Executive Session concluded at 12:07 p.m.

**M 528 25 Reconvene** A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to reconvene.

**Motion Adopted:** 5 Yeas

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

The gavel was given to Mr. Rieley.

**M 529 25 E/S Action** A Motion was made by Mr. Hudson, seconded by Mr. McCarron that Sussex County join as a party in the litigation being filed by the Town of Fenwick Island, DE challenging the legality of SB159 and SB199 which was enacted as Title 26 Section 910 of the Delaware Code.

**Motion Adopted: 3 Yeas, 1 Abstain, 1 Nay**

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

**The gavel was given back to Mr. Hudson.**

**M 530 25**      **At 12:11 p.m., a Motion was made by Mr. McCarron, seconded by Mr.**  
**Recess**      **Lloyd to recess until 1:30 p.m. Public Hearings.**

**Motion Adopted: 5 Yeas**

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

**M 531 25**      **At 1:30 p.m., a Motion was made by Mr. Rieley, seconded by Ms.**  
**Reconvene**      **Gruenebaum 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**

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

**Public**      **A Public Hearing was held on a Proposed Ordinance entitled “AN**  
**Hearing/**      **ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-**  
**CU2531**      **1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN**  
      **AUTOMOTIVE REPAIR BUSINESS TO BE LOCATED ON A CERTAIN**  
      **PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY,**  
      **CONTAINING 0.3 ACRES, MORE OR LESS” (parcel is lying on the east**  
      **side of Marshall Street [S.C.R 225], approximately 0.5 mile south of Elks**  
      **Lodge Road [S.C.R. 211]) (911 Address: 6967 Marshall Street, Milford)**  
      **(Tax Map Parcel: 330-11.17-30.00) filed on behalf of Joshua Levis.**

**The Planning & Zoning Commission held a Public Hearing on the application on November 5, 2025. At the meeting of November 19, 2025, the Planning & Zoning Commission recommended approval of the application for the 5 reasons of approval and subject to the 14 recommended conditions of approval as outlined.**

**The Council found that Mr. Joshua Levis spoke on behalf of his application. Mr. Levis stated that he is the sole proprietor of JL Performance, located at**

**Public  
Hearing/  
CU2531  
(continued)**

6967 Marshall Street, Milford, Delaware, 19963; that he has owned the property for about nine years; that during that time, he built a pole building to replace an existing garage; that the property is currently zoned AR-1 (Agricultural Residential); that the business license is current and in good standing; that there is a large field located directly behind the property, as well as, several houses and other businesses located along Marshall Street; that his application requests approval for an automotive repair business; that his current hours of operation are 9:00 a.m. to 5:00 p.m., Monday through Friday by appointment only; that he requests that the business hours to be 8:00 a.m. to 8:00 p.m., as he does occasionally have customer pick up or drop offs outside the normal hours; that he performs both major and minor repairs on gasoline and diesel powered passenger vehicles; that according to DelDOT, there will be no impact to traffic; that there will be no more than 5 customer vehicles on site at one time; that he reviewed the proposed conditions provided by the Planning & Zoning Commission and finds them to be reasonable; that he intends to comply with the proposed stipulations if approved; that he hopes to continue to provide his services.

There were no public comments.

The Public Hearing and public record were closed.

**M 532 25  
Adopt  
Ordinance  
No. 4036/  
CU2531**

A Motion was made by Mr. McCarron, seconded by Ms. Gruenebaum to Adopt Ordinance No. 4036 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTOMOTIVE REPAIR BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 0.3 ACRES, MORE OR LESS" for the reasons and conditions given by the Planning & Zoning Commission as follows:

1. The automobile repair facility is small. With the conditions and stipulations placed upon it, the use will not have an adverse impact on the neighboring properties or community.
2. There are other small businesses in this area, and this use is consistent with those existing businesses. In addition, the site is adjacent to the City of Milford. This is an appropriate location for this small business use.
3. The use as an automotive repair facility is of a public or semi-public character and is desirable for the general convenience and welfare of the area.
4. All repairs will occur indoors, and the Applicant resides on the property. There are no other employees. The Applicant has also stated that he has no intention of expanding the business on this site beyond what has been proposed.
5. No parties appeared in opposition to this Application.

**M 532 25  
Adopt  
Ordinance  
No. 4036/  
CU2531  
(continued)**

- 6. This recommendation for approval is subject to the following conditions and stipulations:**
- a. The use shall be limited to a small automobile repair business.**
  - b. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
  - c. Security lighting shall be downward screened and shall be directed away from neighboring properties and roadways.**
  - d. Because the pole building where this use was located was constructed and inspected for residential use, the Applicant shall seek and receive a Certificate of Occupancy from the County Building Code Department for the Commercial Use. This must occur within three months of the approval of this Conditional Use Ordinance by Sussex County Council.**
  - e. Any dumpsters shall be screened from the view of neighbors and roadways. The dumpster locations shall be shown on the Final Site Plan.**
  - f. All repairs shall be performed indoors. No automobile parts shall be stored outside.**
  - g. No junked, unregistered, or permanently inoperable vehicles or trailers shall be stored on the site.**
  - h. As proposed by the Applicant, no more than 5 cars shall be on the site for repairs at any one time. All parking areas shall be shown on the Final Site Plan and clearly marked on the site itself.**
  - i. All oils and other fluids shall be properly stored indoors in appropriate containers. The Applicant shall also comply with all State and Federal requirements for the disposal of these fluids.**
  - j. No cars shall be sold on the property.**
  - k. The site shall be subject to all DelDOT entrance and roadway requirements.**
  - l. The hours of operation shall be from 8:00 a.m. through 8:00 p.m., Monday through Saturday.**
  - m. Any violation of these conditions may be grounds for the termination of this Conditional Use.**
  - n. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

**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**

**Public  
Hearing/  
CU2562**

**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 MULTI-FAMILY DWELLINGS (3 UNITS) TO BE LOCATED ON A CERTAIN PARCEL**



**Public  
Hearing/  
CU2562  
(continued)**

**OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS” (property is lying on the north side of Central Avenue [S.C.R. 84], approximately 0.2 mile south of Beaver Dam Branch Road [S.C.R. 368]) (911 Address: 33476 Central Avenue, Frankford) (Tax Map Parcel: 134-16.00-35.02) filed on behalf of John L. Hnatishion.**

**The Planning & Zoning Commission held a Public Hearing on the application on November 5, 2025. At the meeting of November 19, 2025, the Planning & Zoning Commission recommended approval of the application for the 7 reasons of approval and subject to the 7 recommended conditions of approval as outlined**

**The Council found that Mr. John L. Hnatishion spoke on behalf of his application. Mr. Hnatishion stated he purchased the property last October, in 2024; that he has been renting the main home on the property, and the initial dwelling that was being rented prior to his purchase of the property; the he began further investigation into the variances that existed, at which time he realized he did not have approval for the second, meaning the third unit on the property, which is a second floor of an accessory dwelling unit (ADU) located on the property; that at that time, he began inquiring with the Planning & Zoning Department, obtaining additional details, which led to his submission for the current Conditional Use request; that he is not changing anything.**

**There were no public comments.**

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

**M 533 25  
Adopt  
Ordinance  
No. 4037/  
CU2562**

**A Motion was made by Mr. Rieley, seconded by Ms. Gruenebaum to Adopt Ordinance No. 4037 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (3 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning & Zoning Commission as follows:**

- 1. This application seeks the approval of three (3) multi-family structures on approximately 2.18 acres of land.**
- 2. Three multifamily units in this location will not overburden this property and will be similar to what could occur if this property were divided into 3 lots as part of a minor subdivision.**
- 3. The site is in the Coastal Area according to the Sussex County Comprehensive Plan. This type of development is appropriate in this Area according to the Plan, which states that “a range of housing types” are acceptable here, including medium and high**

**M 533 25**  
**Adopt**  
**Ordinance**  
**No. 4037/**  
**CU2562**  
**(continued)**

- densities when a site is served by central water and sewer, where the use is in keeping with the character of the area and other similar factors. These types of considerations exist with regard to this site.
4. The proposed development will not have an adverse impact on the neighboring properties or community.
  5. The proposed development will not have an adverse impact upon traffic or roadways.
  6. The development will be served by central sewer provided by Sussex County.
  7. No parties appeared in opposition to this Application.
  8. This recommendation is subject to the following conditions:
    - a. The maximum number of residential units shall be three (3).
    - b. All entrance, intersection, roadway and multi-modal improvements shall be completed by the developer as may be required by DelDOT.
    - c. No dumpsters shall be permitted. The trash receptacles shall be standard roll-out residential containers stored in an enclosed area on this site.
    - d. The project shall be served by Sussex County sewer. The developer shall comply with all Sussex County Engineering Department requirements, including any off-site upgrades necessary to provide service to the project.
    - e. The project shall be served by central water to provide drinking water and fire protection.
    - f. If applicable, the Final Site Plan shall contain the approval of the Sussex County Conservation District for the design and location of all required stormwater management areas and erosion and sedimentation control facilities. The system shall be designed and maintained using best management practices.
    - g. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

**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 534 25**  
**Adjourn**

**A Motion was made by Mr. Rieley, seconded by Mr. McCarron to adjourn at 1:47 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.}*

## **EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT**

### **Gander Car Wash IUA 2025-22**

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

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

**35528 ATLANTIC AVE, LLC** a limited liability corporation and developers of a project known as **Gander Car Wash**, hereinafter called the “Developer.”

### **WITNESSETH:**

**WHEREAS**, Developer is developing several tracts of land identified as Tax Map parcels 134-12.00-404.00 & 405.00 to be known as **Gander Car Wash** (“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 **11.60** additional equivalent dwelling units to County’s existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of **\$7,994.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution will be required prior to connection to the county infrastructure.**
- (5) All the conditions of this agreement must be disclosed to any and all third-party purchasers of the project and/or part of the project prior to the time of settlement.

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

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

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

Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **5807 Kennett Pike, Wilmington Delaware 19807.**

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 35528 ATLANTIC AVE., LLC**

By: \_\_\_\_\_ (Seal)  
John Sovero

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

WITNESS: \_\_\_\_\_

## **EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT**

### **Ingram Village (Additional Townhomes) – IUA-917-4**

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

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

**INGRAM VILLAGE DEVELOPMENT, LLC** a limited liability corporation and developers of a project known as **Ingram Village (Phase 4)**, hereinafter called the “Developer.”

### **WITNESSETH:**

**WHEREAS**, Developer is developing a tract of land identified as Tax Map parcel 230-26.00-75.00 P/O to be known as **Ingram Village (Phase 4)** (“Project”) and;

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

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect **16.00** additional equivalent dwelling units to County’s existing sanitary sewer system and to utilize the existing transmission capacity in said system, Developer agrees to financial catch-up contribution in the net amount of **\$32,273.00** 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 on-site sewer 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 **16255 Sussex Highway, Bridgeville DE 19933.**

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 INGRAM VILLAGE DEVELOPMENT, LLC**

By: \_\_\_\_\_ (Seal)  
Robert Lisle - Authorized Signatory

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

WITNESS: \_\_\_\_\_

GINA A. JENNINGS, MBA, MPA  
FINANCE DIRECTOR

(302) 855-7741 T  
(302) 855-7749 F  
gjennings@sussexcountycle.gov



**Sussex County**

DELAWARE  
sussexcountycle.gov

## **Memorandum**

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

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

DATE: December 30, 2025

RE: **Bank Resolution**

The bank resolution item is a placeholder on the agenda each year when County Council reorganizes. When there is a change in County Council leadership, the signers on the County's financial institutions and investment accounts need to change. The signers are the President and Vice President of County Council and the Finance Director. To have the signers changed, a formal authorization is needed by County Council. The authorization is done through a resolution. The resolution's short title, which will be read into the record with the appropriate names, is as follows:

BE IT RESOLVED THAT THE SUSSEX COUNTY COUNCIL IS  
AUTHORIZING THE SIGNATURES ON THE ACCOUNTS OF THE SUSSEX  
COUNTY COUNCIL WITH VARIOUS FINANCIAL INSTITUTIONS AND  
INVESTMENT FIRMS TO BE \_\_\_\_\_, PRESIDENT;  
\_\_\_\_\_, VICE PRESIDENT; AND GINA A.  
JENNINGS, FINANCE DIRECTOR/CHIEF OPERATING OFFICER

Thank you for your consideration. Please let me know if you have any questions.

Attachment

pc: Mr. Todd F. Lawson



## DELAWARE COASTAL AIRPORT ADVISORY COMMITTEE

### 2026 Committee Appointments

One representative of the Fixed Base Operator	Dustin Berlinger
One non-commercial Airport tenant	Larry Kelley
One commercial Airport tenant	Jeff Reed
Two Airport-based aircraft owners	Rick Garner
	Ezra Rickards
One Industrial Business/Business Park tenant representative	Mark Ryan
One tourism industry representative	Scott Thomas
One representative at large	Ray Hopkins

## **SUSSEX COUNTY AIRPORT ADVISORY COMMITTEE BYLAWS**

### **I. Committee**

#### **A. Name & Definitions**

1. The name of the Committee shall be the Delaware Coastal Airport Advisory Committee, hereinafter referred to as "Committee".
2. The Sussex County Council shall hereinafter be referred to as "County Council".
3. The Director, Airport & Industrial Park Operations shall hereinafter be referred to as "Airport Manager".
4. Delaware Coastal Airport shall be hereinafter referred to as "Airport".

### **II. Objective**

- A. The Committee is established by the County Council to advise and to make recommendations to the Airport Manager and the County Council on policy and programs of the Airport. The Committee's purpose is to enhance the Airport and to provide opportunities for involvement by individuals with aviation and business knowledge and experience. The Committee shall exchange, discuss, review, and gather information on Airport-related issues.
- B. The Committee shall be advisory and shall have no authority to bind Sussex County to any liability, whether contractual or otherwise, or to expend any County funds or to direct County staff.

### **III. Members**

- A. The Committee shall consist of twelve members appointed by the County Council: (Terms will be for one year periods and expire December 31 and members may be re-appointed.)
  1. One County Council Member
  2. The Sussex County Administrator
  3. The Sussex County Engineer
  4. The Sussex County Economic Development Director
  5. One representative of the Fixed Base Operator
  6. One non-commercial Airport tenant
  7. One commercial Airport tenant
  8. Two Airport-based aircraft owners
  9. One Business Park tenant representative
  10. One tourism industry representative

11. One representative at large

B. The County Administrator and County Engineer may delegate their position at each meeting to another representative who will have a voice and a vote at that meeting.

C. The Airport Manager shall be the County staff liaison to assist the Committee and shall have a voice and vote at all meetings.

D. Members shall have current knowledge of commercial or general aviation, airport development, airport operations, and shall demonstrate dedication to public interest and service.

E. Committee members shall receive no County reimbursement except as allowed by the County Council.

F. Members of the Committee may be removed from the Committee, for cause, by action of the County Council.

#### IV. Officers

A. The Committee shall elect officers, who shall be elected at the first regular Committee meeting subsequent to January 1.

1. Officers shall hold office until December 31 and are eligible for re-appointment.

B. The Committee shall designate offices to be held and determine the role of each.

#### V. Meetings

A. The Committee is a "public body" subject to the provisions of Delaware's Freedom of Information Act (29 Del. C. §1000, et. seq) and is required to follow the requirements of §10004 regarding "open meetings.

B. Meetings of the Committee shall be held at the Sussex County Emergency Operations Center, 21911 Rudder Lane, Georgetown, Delaware, unless otherwise posted.

C. Meetings will be held every other month beginning each January. Dates and times shall be determined by the Committee at the first regular Committee meeting subsequent to January 1. Additionally, the Committee may change the frequency, dates, and times of meetings by majority vote of the Committee.

D. Special meetings may be called for a specified time and date determined by the Committee or at the request of the Airport Manager or the County Council. Public notice of all special meetings shall be posted as soon as reasonably possible, but in any event no later than 24 hours before such meeting.

E. A quorum for the transaction of business shall consist of not less than six (6) members of the Committee. A simple majority of voting members present shall be sufficient to act on any matter.

F. The Committee may establish subcommittees or work groups to address specific issues.



G. The Committee may develop and adopt Committee Policies to address meeting and organizational issues.

H. The agenda shall be finalized and posted no later than seven (7) calendar days prior to the scheduled meeting. Committee members shall submit all items to be placed on the agenda to the Council staff liaison or representative no later than one (1) business day prior to the date the agenda is to be finalized.

I. Robert's Rules of Order shall govern the Committee in all cases to which they are applicable, provided that they are not in conflict with any Rules adopted by the Committee or the laws of the State of Delaware.

J. Written meeting minutes shall be recorded, kept and placed on file with the County.

#### VI. Procedures

A. The Airport Manager or County Council may refer such matters as they deem appropriate to the Committee for recommendations or input.

B. Committee will reply to all submitted items in a timely and appropriate manner.

C. Recommendations and reports of the advisory committee shall be included in staff recommendations to the County Council.

#### VII. Areas of Emphasis

A. The Committee shall promote Airport development and public benefit, and shall give priority consideration to the following:

1. Provide a communication forum for Airport topics, issues, and opportunities.
2. Ensure the long-term financial health of the Airport
3. Encourage the development and operation of general aviation businesses
4. The provision of quality aviation products, services, and facilities to the public at the Airport
5. Review and provide recommendations for consideration and possible inclusion into the Airport Master Plan.
6. Submit recommendations for consideration and possible inclusion in grant applications for airport projects.
7. Assist in the marketing of the Airport and related aviation activities.
8. Share and disseminate information to Airport tenants, customers, and affiliates.
9. Ensure compliance with FAA obligations to ensure a continued source of funding for airport development.



## ENGINEERING DEPARTMENT

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




# Sussex County

DELAWARE  
sussexcountype.gov

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

### MEMORANDUM

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

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

**DATE:** January 6, 2026

**RE:** Runway 4-22 Extension Project  
A) Approval to submit FAA Airport Improvement Program (AIP) Grant Application and Approval to sign AIP Grant Offer

The Engineering Department, on behalf of the Delaware Coastal Airport, is seeking approval by the Sussex County Council for the "Authority to Sign" a Federal Aviation Administration Airport Improvement Program Grant Application and "Authority to Sign" a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Offer/Agreement for work associated with FAA required Environmental Assessment (EA) and Preliminary Design for the proposed Runway 4-22 Extension project.

The total AIP grant application and offer is the amount of \$1,000,000.00 and is being funded with Congressionally-Directed Spending funds made available by United States Senator Tom Carper efforts in advancing of the proposed extension of Runway 4-22 project. Because administration of the \$1,000,000.00 CDS funds is through the FAA, the grant application process is being undertaken as a FAA AIP funded project.

The FAA AIP Grant application is in the amount of \$1,000,000.00 with Sussex County responsible for a \$52,631.58 local share match. Project Cost summary is identified below:

Cost Item	FAA Grant (95%)	Local Share (5%)	Total
Owner Administration Fee	\$12,000.00	\$631.58	\$12,631.58
Delta Airport Consultants Fee (Task Order No. 2)	\$988,000.00	\$52,000.00	\$1,040,000.00
<b>Total</b>	<b>\$1,000,000.00</b>	<b>\$52,631.58</b>	<b>\$1,052,631.58</b>



Discussion between the Engineering Department and the FAA has indicated that when the AIP Grant offer is received by Sussex County, the FAA will require a quick signature turn around (possibly same day). This is the reason for our seeking an "Authority to Sign" in advance of our receiving the AIP Grant offer.

The Airport Manager, in coordination with the Engineering Department, recommends approval by the Sussex County Council for an "Authority to Sign" a Federal Aviation Administration Airport Improvement Program Grant Application and "Authority to Sign" a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Offer/Agreement for work associated with FAA required Environmental Assessment and Preliminary Design for the proposed Runway 4-22 Extension project in the amount of \$1,000,000.

Cc: Todd F. Lawson, County Administrator  
Mike Harmer, P.E., County Engineer  
J. Mark Parker, P.E., Assistant County Engineer



## ENGINEERING DEPARTMENT

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



# Sussex County

DELAWARE  
sussexcountyde.gov

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

January 7, 2026

Mr. Paul Higgins  
Civil Engineer  
FAA-Harrisburg Airports District Office  
3905 Hartzdale Dr, Ste 508  
Camp Hill, PA 17011-7837

**Subject: Federal Grant Application**  
Environmental Assessment-Extend Runway 4-22  
Delaware Coastal Airport  
Sussex County, Delaware

Dear Mr. Higgins:

Please find enclosed a draft copy of the grant application for Congressionally-Directed Spending (CDS) funds associated with the Environmental Assessment (EA) for the Extend Runway 4-22 project at the Delaware Coastal Airport (GED). The draft application is being provided for the Federal Aviation Administration's (FAA) preliminary review; the final grant application is pending Sussex County Council approval, which is anticipated in January 2026.

As you are aware, the CDS grant has been allocated to fund the EA and an associated preliminary engineering effort.

In addition to the CDS grant for the EA and preliminary engineering, is the County's intention to also apply for federal funding for the design and construction phases of the project through the General Aviation Airport Runway Extension Pilot Program, which is provided in Section 726(a) of the 2024 FAA Reauthorization Act. In an effort to expedite the environmental effort and to ensure the County's application is as competitive as possible, the County proposes to move forward with the environmental and preliminary engineering efforts included in this CDS grant application, before the funds are issued (anticipated early spring 2026).

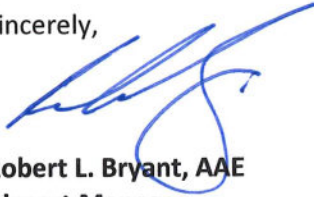
Based on Section 3-85 and Table 3-52 of the FAA Order 5100-39D (AIP Handbook), these project elements would be considered Project Formulation Costs and are therefore allowable to be incurred before the grant is issued. Examples of applicable project elements which the County proposes to initiate before the CDS grant has been issued are field surveys, soil borings, and environmental studies, as the EA is not included in a stand-alone environmental study grant).

**We are requesting FAA's concurrence** that the project elements are Project Formulation Costs and therefore are allowable to be incurred before the grant is issued. **Please also provide any comments** on this draft application once you have had a chance to review. If you should have any questions concerning this matter, please do not hesitate to contact our office.



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

Sincerely,



**Robert L. Bryant, AAE**  
**Airport Manager**

Enclosures:    1. Grant Application and Supporting Documents  
                     2. Excerpt from FAA's AIP Handbook

cc:                Lori Langer, P.E., FAA  
                     Brook Haas, Delta Airport Consultants, Inc.

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\*2. Type of Application

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

GED

5a. Federal Entity Identifier:

3-10-0007

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Sussex County, Delaware

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

51-6001054

\*c. UEI:

QNNDLPJD39L4

**d. Address:**

\*Street 1: P.O. Box 589

Street 2: 2 The Circle

\*City: Georgetown

County/Parish: Sussex

\*State: Province: DE

\*Country: USA: United States

\*Zip / Postal Code 19947-0589

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. ☒ \*First Name: Robert

Middle Name: L.

\*Last Name: Bryant

Suffix:

Title: Airport Manager

Organizational Affiliation:

\*Telephone Number: (302) 855-7775

Fax Number:

\*Email: robert.bryant@sussexcountyde.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

B: County Government



Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Supplemental Program

**\*12. Funding Opportunity Number:**

\*Title:

Congressionally-Directed Spending (CDS)

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Georgetown, Sussex County, Delaware

**\*15. Descriptive Title of Applicant's Project:**

Environmental Assessment-Extend Runway 4-22

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: DE-ALL

\*b. Program/Project: DE-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 01/12/2026

\*b. End Date: 01/11/2030

**18. Estimated Funding (\$):**

*a. Federal	\$ 1,000,000
*b. Applicant	\$ 0
*c. State	\$ 0
*d. Local	\$ 52,632
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,052,632

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. ☐ \*First Name: J. \_\_\_\_\_

Middle Name: Mark \_\_\_\_\_

\*Last Name: Parker \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: Assistant County Engineer

\*Telephone Number: (302) 855-7382

Fax Number:

\* Email: mark.parker@sussexcountyde.gov

\*Signature of Authorized Representative:

\*Date Signed:



U.S. Department  
of Transportation

Federal Aviation  
Administration

## **FAA Form 5100-101, Application for Federal Assistance (Planning Projects)**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

### **INSTRUCTIONS FOR FORM 5100-101, Application for Federal Assistance (Planning Projects)**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-101 (Parts II, III, and IV) represent continuation pages that the Sponsor must attach to the SF-424 form. The signature of the Sponsor's authorized representative on the associated SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-101 form.

### **Part II – Project Approval Information**

#### **Section A. Statutory Requirements**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question. As necessary, provide any supplemental information by attaching sheets to this application.

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within [www.SAM.gov](http://www.SAM.gov)) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating available discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (e.g. sponsor share issues, controversial issues, coordination delays, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))



**Item 4** – Indicate whether the project covered by this request is also covered by another Federal assistance program .If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 5** – Indicate whether the Sponsor intends to seek reimbursement of indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

The De Minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.

A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

*Limitations of use:* Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry out the project.

### **Section B. Certification Regarding Lobbying**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## **Part III – Budget Information**

This form section is designed so that application can be made for funds from one or more assistance programs. Include budget estimates for the whole project when completing Sections A, B, C, and D. All applications must contain a breakdown by the object class categories shown in Lines a-e of Section B.

### **Section A. Budget Summary**

**Lines 1-2, Columns (a) and (b)** – For applications pertaining to a single grant program, enter on Line 1 under Column (a) the catalog program title and the Catalog of Federal Domestic Assistance (CFDA) number in Column (b). For applications pertaining to two funding programs, enter the program title on each line in Column (a) and the respective CFDA number (if applicable) on each line in Column (b).

**Lines 1-2, Columns (c) through (e)** – For each line entry in Columns (a) and (b), enter in Columns (c), (d), and (e) the appropriate amounts of funds needed to support the project. For changes to an existing application, enter new budget values in Columns (c), (d), and (e).

**Line 3** – Show the totals for all columns used.

### **Section B. Budget Categories**

The column headings (1) and (2) correspond to the program titles shown for Lines 1-2, Column (a), Section A. For each program, fill in the total requirements for funds (both Federal and non-Federal) by object class categories. The sub-columns address the "amount" and "adjusted amount". The sub-column for "adjusted amount" need only be completed when revising a previously submitted application. The Total column represents the sum across all columns.

**Lines 4 a-d** – Show the estimated amount for each cost budget (object class) category for each column with program heading.

**Line 4e** – Enter the subtotal of lines 4a through 4d.

**Line 4f** – Enter the estimated amount of program income, if any, the Sponsor expects to generate from this project.

**Line 4g** – Subtract line 4f from line 4e. For all applications, the total amount in Total column, line 4g, must equal the total amount shown in Section A, Column (e), Line 3.

### **Section C. Source of Non-Federal Resources**

**Line 5-6** – Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A.

**Column (b)** - Enter the amount of cash and in-kind contributions to be made by the applicant.

**Column (c)** - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and inn-kind contributions to be made from all other sources.

**Column (e)** - Enter the totals of Columns (b), (c), and (d).

**Line 7** – Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 3, Column (d), Section A.

### **Section D. Forecasted Cash Needs**

**Line 8** –

- a. **Column "Total for Project"** - Enter the amount of cash needed from the grantor agency for the project.
  - b. **Columns 1<sup>st</sup> Year through 4<sup>th</sup> Year** – Enter the anticipated cash need from grantor agency per fiscal year. The sum of years 1-4 must equal the value shown under Column "Total for Project."
- Lines 814** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 9** –

- a. **Column "Total for Project"** - Enter the amount of cash needed from non-Federal sources for the project.
- b. **Columns 1<sup>st</sup> Year through 4<sup>th</sup> Year** – Enter the anticipated cash need from non-Federal sources per fiscal year. The sum of years 1-4 must equal the value shown under Column "Total for Project."

**Line 10** – Enter the amount of cash from all other sources needed by fiscal year.

### **Section E. Budget Estimates of Federal Funds Needed for Balance of the Project**

#### **Section E. Other Budget Information**

**Line 11** – Provide any other explanations required herein or any other comments deemed necessary.

## **Part IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. Objectives and Need for This Assistance**

Provide a short and concise description of the proposed planning effort. Include a brief narrative on the objective of the planning effort and why it is needed.

### **2. Results or Benefits Expected**

Identify anticipated results and benefits to be derived from this planning project.

### **3. Approach**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Identify any factors that might accelerate or impede progress of the planning effort.
- c. Provide list of activities in chronological order to show the anticipated schedule of accomplishments and their target milestone dates.

- d. Identify project monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

#### **4. Geographic Location**

Identify the location of the project and surrounding area to be served by the proposed project.

#### **5. If Applicable, Provide the Following Information:**

Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A. If scope objectives change, explain the circumstances surrounding the need to revise the application scope of work.





## Application for Federal Assistance (Planning Projects)

### Part II – Project Approval Information

#### Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

**Item 1**

☒ Yes ☐ No

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

**Item 2**

☒ Yes ☐ No ☐ N/A

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

**Item 3**

☐ Yes ☒ No ☐ N/A

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

**Item 4**

Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.

☐ Yes ☒ No ☐ N/A

CFDA: \_\_\_\_\_

**Item 5**

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414

☐ Negotiated Rate equal to \_\_\_\_% as approved by \_\_\_\_\_ (the Cognizant Agency)  
on \_\_\_\_\_ (Date) (2 CFR part 200, appendix VII)

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*

## Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Part III – Budget Information

### Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 1,000,000	\$ 52,632	\$ 1,052,632
2.				
3. TOTALS		\$	\$	\$

### Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$	\$	\$	\$	\$
b. Airport Planning					
c. Environmental Planning	1,052,632				1,052,632
d. Noise Compatibility Planning					
e. Subtotal	1,052,632				1,052,632
f. Program Income					
g. TOTALS (line e minus line f)	\$ 1,052,632	\$	\$	\$	\$ 1,052,632

### Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Congressionally Directed Spending	\$ 52,632	\$	\$	\$ 52,632
6.				
7. TOTALS	\$	\$	\$	\$

### Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
8. Federal	\$	\$	\$	\$	\$
9. Non-Federal					
10. TOTAL	\$	\$	\$	\$	\$

### Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)  
ALP is on file with HAR ADO.

## Part IV - Program Narrative

(Suggested Format)

**PROJECT:** Environmental Assessment-Extend Runway 4-22

**AIRPORT:** Delaware Coastal Airport

**1. Objective:**

Complete an Environmental Assessment (EA) and receive a Finding of No Significance (FONSI) for the Runway 4-22 Extension Project.

**2. Benefits Anticipated:**

The issuance of a FONSI would allow the Sponsor to develop the South side of the Runway 4-22.

**3. Approach:** *(See approved Scope of Work in Final Application)*

The EA is to be prepared in accordance with FAA Order 1050.1G, FAA National Environmental Policy Act Implementing Procedures, the National Environmental Policy Act (42 U.S.C. §4321 et seq.), and Department of Transportation (DOT) Order 5610.1D.

**4. Geographic Location:**

Sussex County, DE

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** *(include address & telephone number)*

Mr. Robert L. Bryant, Airport Manager  
21553 Rudder Lane, Georgetown, Delaware 19947  
302-855-7775



---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING

Description of Work: Environmental Assessment-Extend Runway 4-22

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes   ☐ No   ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes   ☐ No   ☐ N/A



3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Delaware Coastal Airport

Address: 21553 Rudder Lane, Georgetown, DE 19947

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of    December    ,    2025    .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING

Description of Work: Environmental Assessment-Extend Runway 4-22

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
☒ Yes   ☐ No   ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
☒ Yes   ☐ No   ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
☒ Yes   ☐ No   ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
☒ Yes   ☐ No   ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
☒ Yes   ☐ No   ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
☒ Yes   ☐ No   ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
☒ Yes   ☐ No   ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
☒ Yes   ☐ No   ☐ N/A



13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of    December    , 2025    .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## **Certification and Disclosure Regarding Potential Conflicts of Interest**

### **Airport Improvement Program Sponsor Certification**

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Sponsor: Sussex County, Delaware

Airport: Delaware Coastal Airport

Project Number: 3-10-0007-PENDING

Description of Work: Environmental Assessment-Extend Runway 4-22

#### **Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### **Certification Statements**

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes   ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this       day of       December       , 2025       .

Name of Sponsor: Sussex County, Delaware

Name of Sponsor's Authorized Official: J. Mark Parker, P.E.

Title of Sponsor's Authorized Official: Assistant County Engineer

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> Delaware Coastal Airport, Sussex County Delaware		
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>		
Prefix: Mr.	* First Name: Mark	Middle Name: J
* Last Name: Parker	Suffix:	
* Title: Assistant County Engineer		
* SIGNATURE:	* DATE:	



**PROJECT COST SUMMARY**

**Environmental Assessment for Runway Extension**

Delaware Coastal Airport  
21553 Rudder Lane, Georgetown, DE 19947

AIP PROJECT NO. 3-10-0007-PENDING  
DELTA PROJECT NO. 24097

SPONSOR: Sussex County, DE

DATE: December 18, 2025

GRANT AMOUNTS	
FAA (95%)	\$1,000,000.00
LOCAL (5%)	\$52,631.58
TOTAL	\$1,052,631.58

LINE CLASSIFICATION	ELIGIBLE AMOUNT	Funding		Budget	
		FAA	LOCAL	FAA	Local
a. ADMINISTRATION Owner Administration	\$12,631.58	95%	5%	\$12,000.00	\$631.58
	Subtotal:				
f. PROJECT INSPECTION FEES Task Order Two (2)	\$1,040,000.00	95%	5%	\$988,000.00	\$52,000.00
	Subtotal:				
	Total:	95%	5%	\$1,000,000.00	\$52,631.58

## ENGINEERING DEPARTMENT

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



# Sussex County

DELAWARE  
sussexcountype.gov

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

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

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

**DATE:** January 6, 2026

**RE:** Runway 4-22 Extension Project  
A) Approval of Delta Airport Consultants Task Order No. 2 for  
Environmental Assessment & Preliminary Design

The Engineering Department, on behalf of Delaware Coastal Airport, is seeking approval from the Sussex County Council upon Delta Airport Consultants Task Order No. 2. Task Order No. 2 includes work associated with the Federal Aviation Administration (FAA) required Environmental Assessment and Preliminary Design for the proposed Runway 4-22 Extension project.

The Scope of Work associated with Task Order Two (2) includes the following project elements:

- Extend Runway 4 end by 805'
- Extend Parallel Taxiway B along with Runway 4
- Relocate Medium-Intensity Approach Lighting System (MALS) on Runway 4 end
- Demolish two structures within Ultimate RW 4 RPZ - #58 (storage building) and #59 (house)
- Relocate RW 22 threshold by 182' to correct displaced threshold
- Culvert unnamed stream on Runway 22 end
- Relocate Precision Approach Path Indicators (PAPIs) and Runway End Identifier Lights (REILs) on both Runway 4 and Runway 22 ends

Taking into account the 805' extension of Runway 4 and the 182' relocation of Runway 22, the net increase in runway length is 623', resulting in an ultimate length for Runway 4-22 of 6,123'.

Delta Airport Consultants Task Order No. 2 is set at a \$1,040,000 amount.



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

As is required by Title 2 of the Code of Federal Regulations, Part 200, which establishes uniform administrative rules for Federal Grants and outlined in Federal Aviation Administration Advisory Circular 150/5100-14E titled, "*Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*", for contracts greater than \$100,000, a detailed Independent Fee/Cost Estimate (IFE) performed against Delta Airport Consultants proposed \$1,040,000 amount. The IFE was performed by MRB Group with Delta's proposed \$1,040,000 amount falling within plus/minus ten percent (+/- 10%) of MRB Group's total estimated cost to perform the same Scope of Work. In an email dated December 16, 2025, Mr. Paul Higgins, at the FAA's Airport District Office/Harrisburg provided FAA concurrence with the review and analysis of the IFE and Task Order No. 2

Full approval of Delta Airport Consultants Task Order No. 2 is subject to Federal Aviation Administration offer of a \$1,000,000.00 FAA Congressionally-Directed Spending/Airport Improvement Program Grant.

Cc: Todd F. Lawson, County Administrator  
Mike Harmer, P.E., County Engineer  
J. Mark Parker, P.E., Assistant County Engineer



**TASK ORDER NO. TWO (2)**  
**PROFESSIONAL SERVICES AGREEMENT**



PROJECT: Environmental Assessment - Extend Runway 4-22

AIRPORT: Delaware Coastal Airport

DELTA PROJECT NO.: 24097

DATE OF ISSUANCE: October 8, 2025

ATTACHMENTS: 1) Scope of Services

METHOD OF PAYMENT: Environmental Services - Lump Sum  
Reimbursables - Unit Price

TASK ORDER AMOUNT: \$785,000 Lump Sum  
\$255,000 Unit Price  
**\$1,040,000 Total Task Order**

PROJECT DESCRIPTION:

- Extend Runway 4-22 (805' x 100')
- Extend Parallel Taxiway B
- Relocate MALS
- Relocate Runway 22 threshold (182' x 100')

*The original Agreement for Professional Services between Sussex County, Delaware (OWNER) and Delta Airport Consultants, Inc. (CONSULTANT) for Professional Services at Delaware Coastal Airport dated April 24, 2025, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.*

**ACCEPTED BY:**

Digitally signed by Douglas E Sander  
Date: 2025.11.26 10:11:53 -05'00'

Douglas E. Sander, PE  
Vice President  
Delta Airport Consultants, Inc.  
2700 Polo Parkway  
Midlothian, VA 23113

**APPROVED BY:**

Douglas B. Hudson  
Council President  
Sussex County, Delaware  
2 The Circle, P.O. Box 589  
Georgetown, DE 19947

Environmental Assessment - Extend Runway 4-22  
Delaware Coastal Airport  
Delta Project No. 24097

October 8, 2025

PHASE	DETAILED TASKS
ENVIRONMENTAL SERVICES	Scope of Services and Contract Document Preparation Public Involvement Preliminary Engineering/ Report Agency Coordination/Preapplication Meeting Project Management, Coordination, and Communication Reimbursement Requests

ITEMS NOT INCLUDED IN SCOPE:

- Instrument Approach Obstruction Survey or Analysis
- Final Design / Construction
- Wetland Permitting or Mitigation
- ALP or Exhibit 'A' Revisions
- Airspace Reviews
- Cultural/Historic Resources surveys
- Hazardous Materials Surveys/Environmental Site Assessments
- Preliminary Drainage and Stormwater Design
- Preliminary Erosion and Sediment Control Design

REFERENCE INFORMATION 1  
FEE SUMMARY



**DELTA AIRPORT  
CONSULTANTS, INC.**

Environmental Assessment - Extend Runway 4-22  
Delaware Coastal Airport  
Delta Project No. 24097

October 10, 2025

FEE SUMMARY		
ENVIRONMENTAL SERVICES		\$661,000
<u>SUBCONSULTANTS</u>		
Davis, Bowen, Friedel, Inc.	Ground Survey	\$26,800
Trinity Subsurface	SUE Services	\$28,000
Coastal Resources, Inc.	Wetland Survey	\$49,040
Harris Miller Miller & Hanson, Inc.	Noise Analysis / Air Emissions	\$103,400
Hillis-Carnes Engineering Associates	Geotechnical Investigation	\$38,000
<u>OTHER DIRECT</u>		
Travel & Miscellaneous		\$9,760
<u>FIXED FEE</u>		\$124,000
	LUMP SUM TOTAL:	\$785,000
	UNIT PRICE TOTAL:	\$255,000
	<b>TASK ORDER TOTAL:</b>	<b>\$1,040,000</b>



Ring W. Lardner, P.E.  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA, LEED GA  
Jason P. Loan, P.E.  
Jamie L. Sechler, P.E.

August 27, 2025

Delta Airport Consultants, Inc.  
2700 Polo Parkway  
Midlothian, Virginia 23113

Attn: Mary Ashburn Pearson

Re: Surveying Services  
Environmental Assessment for Runway Extension  
Delaware Coastal Airport  
Sussex County, Delaware  
Delta Project No. 24097

Dear Mary:

We are pleased to offer you this proposal for surveying services associated with the referenced project. Based on your Request for Proposal our scope of work and fees are as follows:

**Item 1-Design Ground Survey**

1. We will perform a topographic survey of the runway extension areas outlined in your RFP. The survey will be referenced to Baseline "4-22" and will include spot elevations taken on a 50-foot grid, edges of pavement, concrete joints, pavement markings, breaks in grade, ditches, low & high areas, lighting, drainage & electrical structures, wetland delineation markings and any important topographic features.
2. Location of all utilities visible and as marked by others within the survey area will be marked & located and will include top elevations. Water and Sewer will be marked and located to the next junction outside of the survey area.
3. Drainage structures within the survey area will be marked and located. Drainage structures will show top elevations, inverts-in & out, inside pipe diameter and pipe & structure material. Drainage outfalls will be marked and located to the next junction outside of the survey area.
4. Receiving channels will be surveyed in cross-sections at 50-foot intervals to 200 feet beyond the outlet structure.

**Estimated Fee \$21,500.00**

**Item 2 – SUE Surveys**

5. We will coordinate with your utility locating contractor to locate any utilities exposed through

non-destructive test pitting. The type, location and elevation of the utilities will be included in the survey completed in Item 1 for. This item is for as many as 20 test pit locations. All utility locations will be reported per Quality Level A standards.

6. All test pitting will take place in turfed area.

7. Backfilling and restoration of test pits will be the responsibility of your locating contractor.

**Estimated Fee \$3,500.00**

8. One additional day of utility locating.

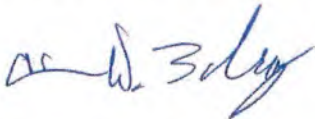
**Estimated Fee \$1,800.00**

Invoices will be rendered monthly, based on the percentage of work completed during the preceding month, and payment terms will be in accordance with the attached Schedule of Rates No. 50. Any additional services, not included in the above Scope of Work and direct or reimbursable expenses shall be billed in accord with the Subconsultant Agreement and attached Schedule of Rates No. 50.

This proposal does not include construction stakeout, sediment and erosion control plans, storm water management plans, architectural plans or work associated with wetlands.

We would like to thank you for the opportunity of furnishing this proposal and look forward to working with you again.

Sincerely,  
DAVIS, BOWEN & FRIEDEL, INC.



Eric W. Tolley, PLS  
Associate/Senior Surveyor

ewt



Concrete Scanning & Analysis | Core Drilling

Hydro Jet Cleaning | Leak Detection | Pipe Lining | Point Repair

Vacuum Excavation | Video Pipe Inspection | EM/Ground Penetrating Radar

(855) 387-4648

trinitysubsurface.com

info@trinitysubsurface.com

# Project Proposal

Date: September 09, 2025

## Between

Delta Airport Consultants ("Client")  
2700 Polo Parkway  
Midlothian, DE 23113  
John Borgie (ordered by)  
jborgie@deltaairport.com  
(804) 275-8301

Trinity Subsurface ("Trinity")  
335 Water Street  
Wilmington, DE 19804  
Joe Geraghty  
joe@trinitysubsurface.com  
(609) 844-6666

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### Project Name

Delaware Coastal Airport - Georgetown DE

### Project Number

25-22844

### Project Address

21553 Rudder Lane , Georgetown, DE 19947

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## Scope of Work

TASK 001: Scope of Work – SUE Level B Utility Designating for Proposed Test Holes

Location: Two Locations one at Each End of Runway

Trinity Subsurface will perform Subsurface Utility Engineering (SUE) – Quality Level B services to designate existing electric and sanitary utilities at two separate locations (outlined in yellow on the client-provided print) at each end of the runway. This investigation will support the planning and execution of approximately 20 proposed test holes on the electric and sanitary lines.

Safety & Crew Requirements: A 2-man field crew will be deployed to perform utility designating. Trinity will coordinate with the client and airport representatives to confirm any special certifications, badging, or background checks required for site access. Utility Designating – Quality Level B

Use electromagnetic locating and ground penetrating radar (GPR) as applicable to identify underground utilities. Confirm and mark the horizontal alignment of existing electric and sanitary lines at the two outlined locations. Utilities will be marked on the surface using APWA standard color codes. Markings will directly support the layout for the 20 proposed test holes (by others).

Deliverables: Field-marked utilities (electric and sanitary). Utility sketch/map in PDF format. Summary report documenting methodology, results, and limitations.

TASK 002: Scope of Work – SUE Level A Test Holes (20)

Trinity Subsurface will perform Subsurface Utility Engineering (SUE) – Quality Level A test holes to verify the depth and characteristics of existing sanitary and electric utilities at designated locations. This effort will provide precise horizontal and vertical data to support design and construction planning.

Excavate a total of twenty (20) test holes: 10 on sanitary utilities, 10 on electric utilities. Client will mark the exact test hole locations in the field prior to Trinity mobilization. All test holes will be performed within grass areas only. Perform test hole excavation using non-destructive vacuum excavation (hydro-vac or air-vac methods). Measure and document horizontal position, depth (vertical location), size, and material of utilities exposed. All spoils will be returned to the hole and tamped appropriately to restore ground condition.

Documentation: Record utility characteristics at each test hole (depth, material, condition, size). Provide photo documentation of each excavation. Deliver summary sheets with measurements and observations tied to the client's field markings.

TASK 003: Scope of Work – Additional SUE Level B Utility Designating, Location: Various – To Be Determined by Client

At the client's request, Trinity Subsurface will provide pricing for two (2) additional days of Subsurface Utility Engineering (SUE) – Quality Level B utility designating. This effort is intended to supplement the base scope of services and will cover utility investigations at locations identified by the client.

Utility Designating – Leve



## TASK 001

### SUE Level B - Utility Designating (1 Lead w/ Assistant)

As requested, Trinity hereby offers a proposal for SUE Level B Utility Designating Services in accordance with ASCE Standard 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data for the referenced project. This Utility scanning investigation will utilize a combination of electromagnetic (EM) locators, radio frequency (RF) transmitters, and ground penetrating radar (GPR) to determine Quality Level B information, the approximate horizontal position of subsurface utilities within the project limits. Thereby identifying the potential for utility conflicts.

The objective of this service is to identify and document potential utility conflicts and provide accurate surface designations to support planning and construction. Designations will include both publicly and privately owned utilities where they are traceable and accessible. All designated utilities will be marked in the field with paint and/or flags in compliance with the APWA Uniform Color Code standards.

It is important to note that only locatable utilities can be designated using EM and GPR methods. Certain non-metallic utility materials such as plastic

without tracer wire, clay tile, or terracotta piping may not be detectable with standard methods. In such cases, additional methods (e.g., test holes, CCTV, or as-built verification) may be recommended.

This proposal includes a 2-man crew consisting of one (1) Lead Technician and one (1) Assistant Technician, recommended for standard projects of moderate complexity. The Lead provides interpretation and technical oversight, while the Assistant supports field efficiency, safety, and productivity. This structure offers a cost-effective solution without compromising reliability.

#### Assumptions and Clarifications

- If applicable, client is responsible to provide Technician access to buildings, mechanical/electrical/communication rooms, manholes, handholes and other utility connection points prior to starting the project. Areas should be clear of debris, equipment, or other surface obstructions.
- Inactive and abandoned lines will be investigated and marked if possible.
- The marking, flagging and sketches of underground utilities does not include the provision of any depth information for the utilities. If there is a need for further investigation such as SUE Quality Level "A" to have the Utility information required to develop a comprehensive plan to reduce the number of utility unknowns during construction. Trinity recommends the use of Air/Hydro-Vacuum Excavation/Test Holes. A separate proposal for this Vacuum Excavation Service will be prepared if requested.
- Trinity technicians are equipped with all basic PPE, Safety gear and OSHA 10, & 30, Certified. If there are any project specific certifications required, the client is responsible for notifying Trinity prior to scheduling the proposal.
- Technicians are available to provide any verbal information needed to the client regarding the utility conflicts involved in the scope of work prior to completion of the project.
- Road Closure permits, Road Opening Permits or Traffic Control not included.

#### Deliverables

At the completion of work the Client will receive:

- Utility markings in the field with paint and flags (where applicable).
- A not to scale, electronic sketch showing utilities superimposed over an aerial google image or utility plan provided by client.
- Photo Images of the work area (unless prohibited by the site).



## TASK 002

### Vacuum Excavation - Test Holes

As requested, we hereby offer a proposal for Vacuum Excavation Utility Investigation Test Hole Services described as SUE Quality Level "A" (QLA) of CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data for the above referenced project. Trinity will perform Vacuum Excavation services to obtain information by exposing and measuring the precise horizontal & vertical position of a utility at a specific point. Test hole's locations need to be pre-determined with paint in field, or on a client provided print or client site contact needs to identify the exact locations upon arrival of Trinity Technicians. Trinity has no control over the accuracy of the utility markings if completed by another vendor, utility company representative, 811 locate technician, or are determined by prints. Trinity highly recommends scheduling a Trinity Technician to designate the utilities that need to be exposed prior to the Vacuum Excavation Utility Investigation test hole process.

Test hole openings will be a minimum 8"x 8" and typically no larger than 14" x 14". Vacuum Excavation will be performed to expose the utility in a careful manner with the utmost concern for the Safety of personnel, the public and surrounding property. Utility data will be collected and presented on a Test Hole Data Sheet and final drawing outlining utility type, size, depth, duct bank parameters, pavement thickness and overall condition. All test holes will be backfilled and compact with original refuge.

#### Assumptions and Clarifications

- If applicable, client is responsible to provide Technician access to buildings, mechanical/electrical/communication rooms, manholes, handholes and other utility connection points prior to starting the project. Areas should be clear of debris, equipment, or other surface obstructions.
- Scope of work areas will be cleared prior to arrival for Trinity Large Vacuum Excavation Truck to gain access to the scope of work areas (test holes) that need to be performed. Including vehicle parking spaces, dumpsters, trailers, debris, etc.
- A test hole is approximately 1' in diameter and 5' or less in depth.
- If offsite disposal of excavated materials is necessary, Client needs to discuss and agree upon in writing the dump site location and associated costs prior to starting the project. This proposal assumes the site has uncontaminated soil. Trinity is not responsible for the removal of hazardous materials or remediation of work site.
- Permanent restoration of disturbed soil, concrete, asphalt or pavers is the sole responsibility of the Client, unless noted in writing.
- Technicians are available to provide any verbal information needed to the client regarding the utility conflicts involved in the scope of work prior to completion of the project.
- Road Closure permits, Road Opening Permits or Traffic Control not included.
- Trinity technicians are equipped with all basic PPE, Safety gear and OSHA 10 & 30, Certified. If there are any project specific certifications required, the client is responsible for notifying Trinity prior to scheduling the proposal.

#### Deliverables

At the completion of work the Client will receive:

- Utility markings in the field with paint and flags (where applicable).
- A not to scale, electronic sketch showing utilities superimposed over an aerial google image or utility plan provided by client.
- Test hole data report for each test hole performed with vacuum excavation services.
- A not to scale, electronic sketch showing utilities/test hole locations superimposed over an aerial google image or utility plan provided by client.
- Photo Images of the work area (unless prohibited by the site).
- Inactive and abandoned lines will be investigated and marked if possible.



## TASK 003

### SUE Level B - Utility Designating (1 Lead w/ Assistant)

As requested, Trinity hereby offers a proposal for SUE Level B Utility Designating Services in accordance with ASCE Standard 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data for the referenced project. This Utility scanning investigation will utilize a combination of electromagnetic (EM) locators, radio frequency (RF) transmitters, and ground penetrating radar (GPR) to determine Quality Level B information, the approximate horizontal position of subsurface utilities within the project limits. Thereby identifying the potential for utility conflicts.

The objective of this service is to identify and document potential utility conflicts and provide accurate surface designations to support planning and construction. Designations will include both publicly and privately owned utilities where they are traceable and accessible. All designated utilities will be marked in the field with paint and/or flags in compliance with the APWA Uniform Color Code standards.

It is important to note that only locatable utilities can be designated using EM and GPR methods. Certain non-metallic utility materials such as plastic

without tracer wire, clay tile, or terracotta piping may not be detectable with standard methods. In such cases, additional methods (e.g., test holes, CCTV, or as-built verification) may be recommended.

This proposal includes a 2-man crew consisting of one (1) Lead Technician and one (1) Assistant Technician, recommended for standard projects of moderate complexity. The Lead provides interpretation and technical oversight, while the Assistant supports field efficiency, safety, and productivity. This structure offers a cost-effective solution without compromising reliability.

#### Assumptions and Clarifications

- If applicable, client is responsible to provide Technician access to buildings, mechanical/electrical/communication rooms, manholes, handholes and other utility connection points prior to starting the project. Areas should be clear of debris, equipment, or other surface obstructions.
- Inactive and abandoned lines will be investigated and marked if possible.
- The marking, flagging and sketches of underground utilities does not include the provision of any depth information for the utilities. If there is a need for further investigation such as SUE Quality Level "A" to have the Utility information required to develop a comprehensive plan to reduce the number of utility unknowns during construction. Trinity recommends the use of Air/Hydro-Vacuum Excavation/Test Holes. A separate proposal for this Vacuum Excavation Service will be prepared if requested.
- Trinity technicians are equipped with all basic PPE, Safety gear and OSHA 10, & 30, Certified. If there are any project specific certifications required, the client is responsible for notifying Trinity prior to scheduling the proposal.
- Technicians are available to provide any verbal information needed to the client regarding the utility conflicts involved in the scope of work prior to completion of the project.
- Road Closure permits, Road Opening Permits or Traffic Control not included.

#### Deliverables

At the completion of work the Client will receive:

- Utility markings in the field with paint and flags (where applicable).
- A not to scale, electronic sketch showing utilities superimposed over an aerial google image or utility plan provided by client.
- Photo Images of the work area (unless prohibited by the site).

Concrete Scanning & Analysis | Core Drilling

Hydro Jet Cleaning | Leak Detection | Pipe Lining | Point Repair

Vacuum Excavation | Video Pipe Inspection | EM/Ground Penetrating Radar

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info@trinitysubsurface.com

## Estimated Pricing

Task #	Task	Duration	Rate	Total
001	SUE Level B - Utility Designating (1 Lead w/ Assistant) (1 crew)	2 dys	\$3,500.00	\$7,000.00
002	Vacuum Excavation - Test Holes (1 crew)	4 dy	\$3,500.00	\$14,000.00
003	SUE Level B - Utility Designating (1 Lead w/ Assistant) (1 crew)	2 dys	\$3,500.00	\$7,000.00
Proposed Total:				\$28,000.00

The estimated time to complete the task is contingent upon various site factors, which may include, but are not limited to, unknown utility congestion, plastic utilities without tracers, and site or ground conditions such as parked vehicles, construction equipment, or inaccessible utility access points. If the project is completed in less time than estimated, Trinity will adjust the cost accordingly. Conversely, should the project exceed the estimated time due to unforeseen site conditions, Trinity will promptly contact the client to discuss the situation and determine the appropriate course of action.

Unless explicitly stated above, this project does not include prevailing wage rates. Job postponements or cancellations received after 3:00 PM on the business day prior to the scheduled work may incur charges, including a 4-hour fee for Utility Mark-Out services and an 8-hour fee for Vacuum Excavation and-or Video Pipe Services.





**COASTAL  
RESOURCES INC.**  
Ecological Consultants

September 18, 2025

VIA Email  
mapearson@deltairport.com

Mary Ashburn Pearson, AICP  
Delta Airport Consultants, Inc.  
2700 Polo Parkway  
Midlothian, VA 23113

Re: Environmental Assessment and Runway Extension  
Delaware Coastal Airport  
Proposal for Wetland Delineation and Jurisdictional Determination

Dear Ms. Pearson:

Coastal Resources, Inc. (CRI) is pleased to submit this proposal to provide Delta Airport Consultants, Inc. (Delta) with wetland delineation services for a proposed runway extension for the Delaware Coastal Airport (GED). The Runway 4 (southeastern) end is proposed for extension; however, ground disturbance is also proposed on the opposite end (Runway 22). These areas encompass a 270-acre study area for the wetland delineation. CRI's scope is described below.

**Task 1 – Wetland Delineation**

*Field Work*

CRI will conduct a routine wetland delineation within the approximately 270-acre study area, as shown on the maps included in the request for proposal provided by Delta Airport Consultants, Inc. Prior to beginning field work, CRI will review the previous delineation data and mapped resource data. CRI will visit the study area and identify wetlands in accordance with the appropriate *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*. Streams and open water will be delineated at ordinary high-water. All wetlands and streams will be flagged using pink ribbon and located using a GNSS receiver. CRI will complete a wetland determination data form to collect and record detailed field data on vegetation, soils, and hydrology at plots for each wetland, and complete matching upland plots. Soils data will be collected with a hand auger and soil color will be documented using a Munsell color chart. Wetlands and other waters of the U.S. will be classified according to *A Classification of Wetland and Deep-Water Habitats in the United States* (USFWS 1979). CRI will use best professional judgment to assess

Wetland Delineation Services Proposal  
Environmental Assessment and Runway Extension Delaware Coastal Airport

functions and values of all identified wetlands. Stream characteristics will be recorded on a stream data sheet. Photographs will be taken of each identified resource.

*Permitting and Mitigation*

CRI will calculate the potential impacts to wetlands and streams. This information will be used to identify the likely permitting and mitigation needs of the project. CRI will conduct desktop research on the availability of wetland and/or stream mitigation credits in the project service area and will coordinate with bank managers to receive estimates of the credit costs.

*Report and Mapping*

CRI will prepare a report detailing the findings of the wetland delineation. The report will include a brief narrative describing the overall nature of the resources found within the study area with a supporting summary table, field data sheets, photographs, and mapping. Additionally, the report will identify the potential permitting requirements of the proposed project and include mitigation ratios, availability of wetland and/or stream mitigation credits, and the approximate cost per credit acre. The report and shapefiles and/or AutoCAD files of the delineated resources will be submitted to Delta Airport Consultants, Inc. for review. CRI will update the report, as needed, following the agency field review meeting.

**Task 2 – Agency Field Review Meeting**

CRI will coordinate and schedule a field meeting with the U.S. Army Corps of Engineers (USACE), Delaware Department of Natural Resources and Environmental Control (DNREC), Delta Airport Consultants, Inc., the Client, and other resources agencies, if needed. During the meeting the boundaries of any resources proposed to be impacted will be reviewed and avoidance and minimization efforts and mitigation will be discussed.

**Task 3 – Approved Jurisdictional Determination**

CRI will prepare and submit an Approved Jurisdictional Determination (AJD) request. CRI will prepare the ADJ request form, the JD Information Checklist, and all items included on the checklist. A separate field visit with the USACE representative assigned to the AJD will likely be required. CRI will coordinate, schedule, and attend this meeting. CRI will coordinate with the USACE throughout the AJD review process and will make revisions and provide additional information as required. CRI will copy Delta Airport Consultants, Inc. on all coordination.

**Task 4 – Meetings and Coordination**

CRI will coordinate with Delta Airport Consultants, Inc. throughout the project and attend meetings, as necessary. CRI assumes all meetings will be virtual. Up to six, one-hour meetings are included.


**Assumptions:**

- Property access will be coordinated by others and CRI will be advised when access is granted.
- CRI will identify potential wetland and/or stream mitigation banks via desktop analysis and will coordinate with bank managers to obtain estimates on the cost of credits. A desktop mitigation site search is excluded from this scope.
- All permitting efforts are excluded from this scope.

Wetland Delineation Services Proposal  
Environmental Assessment and Runway Extension Delaware Coastal Airport

The total cost of these services is **\$49,039.50**. A detailed cost breakdown is included in *Attachment 1*. CRI looks forward to working with Delta Airport Consultants, Inc. on this project. Please contact me at [heathert@cri.biz](mailto:heathert@cri.biz) if you have any questions.

Sincerely,  
Coastal Resources, Inc.

A handwritten signature in cursive script that reads "Heather Tatone".

Heather Tatone, PWS, QP  
Director, Natural Resources



Coastal Resources, Inc.											
Attachment 1 - Detailed Cost Estimate											
9/18/25 Delaware Coastal Airport - Environmental Assessment and Runway Extension											
Classification	Project Manager		Senior Environmental		Environmental Scientist		Drafter-GIS				
Rates	\$203.04		\$150.82		\$75.19		\$93.04			Total	
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Expenses	Hours	Total
<b>Task 1 - Wetland Delineation</b>	<b>4</b>	<b>\$812.16</b>	<b>110</b>	<b>\$16,590.20</b>	<b>138</b>	<b>\$10,376.22</b>	<b>34</b>	<b>\$3,163.36</b>		<b>286</b>	<b>\$32,260.94</b>
Field Work (including prep)	0	\$0.00	98	\$14,780.36	98	\$7,368.62	2	\$186.08	\$1,319.00	198	\$23,654.06
Mitigation & Permitting Review	2	\$406.08	2	\$301.64	8	\$601.52	8	\$744.32		20	\$2,053.56
Report & Mapping	2	\$406.08	8	\$1,206.56	24	\$1,804.56	16	\$1,488.64		50	\$4,905.84
Revisions	0	\$0.00	2	\$301.64	8	\$601.52	8	\$744.32		18	\$1,647.48
<b>Task 2 - Agency Field Review Meeting</b>	<b>0</b>	<b>\$0.00</b>	<b>18</b>	<b>\$2,714.76</b>	<b>14</b>	<b>\$1,052.66</b>	<b>2</b>	<b>\$186.08</b>		<b>34</b>	<b>\$4,012.00</b>
Coordinate & Attend Meeting	0	\$0.00	16	\$2,413.12	10	\$751.90	2	\$186.08	\$58.50	28	\$3,409.60
Meeting Minutes	0	\$0.00	2	\$301.64	4	\$300.76	0	\$0.00		6	\$602.40
<b>Task 3 - Approved JD</b>	<b>6</b>	<b>\$1,218.24</b>	<b>28</b>	<b>\$4,222.96</b>	<b>50</b>	<b>\$3,759.50</b>	<b>16</b>	<b>\$1,488.64</b>		<b>100</b>	<b>\$10,747.84</b>
AJD Request Form & Cover Letter	2	\$406.08	2	\$301.64	8	\$601.52	0	\$0.00		12	\$1,309.24
Checklist & Supporting Documents	2	\$406.08	8	\$1,206.56	24	\$1,804.56	16	\$1,488.64		50	\$4,905.84
Field Review Meeting	0	\$0.00	10	\$1,508.20	10	\$751.90	0	\$0.00	\$58.50	20	\$2,318.60
Coordination & Revisions	2	\$406.08	8	\$1,206.56	8	\$601.52	0	\$0.00		18	\$2,214.16
<b>Task 4 - Meetings and Coordination</b>	<b>4</b>	<b>\$812.16</b>	<b>8</b>	<b>\$1,206.56</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>		<b>12</b>	<b>\$2,018.72</b>
<b>Total</b>	<b>14</b>	<b>\$2,842.56</b>	<b>164</b>	<b>\$24,734.48</b>	<b>202</b>	<b>\$15,188.38</b>	<b>52</b>	<b>\$4,838.08</b>		<b>432</b>	<b>\$49,039.50</b>

Expenses				
Task 1				
Mileage	160	\$0.70	7	\$784.00
Tolls	1	\$124.00		\$124.00
Hotel	2	\$150.00		\$300.00
Meals	2	\$55.50		\$111.00
Task 2				
Mileage	80	\$0.70		\$56.00
Tolls	1	\$2.50		\$2.50
Task 3				
Mileage	80	\$0.70		\$56.00
Tolls	1	\$2.50		\$2.50



August 8, 2025

**Mary Ashburn Pearson, AICP**  
Project Manager  
Delta Airport Consultants, Inc.  
[mapearson@deltaairport.com](mailto:mapearson@deltaairport.com)

Re: GED Emissions Inventory and Noise Analysis Runway 4 Extension  
Delaware Coastal Airport (GED)  
Georgetown, DE  
**HMMH Proposal Number 25-0123.02**

Dear Ms. Pearson,

Harris Miller Miller & Hanson Inc. (HMMH) is pleased to provide Delta Airport Consultants, Inc. (Engineer) with this proposal to conduct an emissions inventory and noise analysis at Delaware Coastal Airport (GED) in Georgetown, Delaware.

The work to be completed is in support of a future National Environmental Policy Act (NEPA) Environmental Analysis and will comply with NEPA, Federal Aviation Administration (FAA) Order 1050.1G, and the state of Delaware, as applicable.

The scope includes the noise evaluation and the collection of airport and aircraft operational data necessary to populate the most recent version of the FAA Aviation Environmental Design Tool (AEDT) software to develop noise contours for an existing condition (base), a five-year future condition (base plus 5) and a twenty-year future condition (base plus 20) for the two development alternatives being considered in the EA document.

#### Alternative 1

The first development Alternative involves the removal of the displaced thresholds on Runway 4-22 and the "culverting" of a stream on the runway end (very little construction or new pavement).

#### Alternative 2

The second development Alternative involves the removal of the displaced thresholds, the "culverting" of the stream, and the extension of Runway 4-22 of 6,123 feet (more significant construction, additional pavement, and additional anticipated aircraft operations).

Both Alternatives will be evaluated separately.

## **SCOPE OF WORK**

### **Task 1. Noise**

The noise analysis will be conducted in accordance with Federal Aviation Administration (FAA) Orders 5050.4B and 1050.1G. The analysis of operations for the Existing Conditions and the



alternative cases may be completed through development of Day-Night Average Sound Level (DNL) contours using the latest version of the FAA's Aviation Environmental Design Tool (AEDT).<sup>1</sup>

HMMH will model a uniformly spaced grid covering this study area, large enough to include AEDT results for DNL 60 dBA and higher. The noise analysis study area will be graphically displayed on a GIS base map. Noise contours for the existing condition and six (6) future scenarios will be developed, portraying 60, 65, 70, and 75 dB DNL. The existing and future DNL contours will be overlaid on a GIS base map. Overall, seven (7) contours will be provided as part of this analysis:

- Existing Condition (Base year)
- Base year +5 - No Action
- Base year +5 - Alternative 1
- Base year +5 - Alternative 2
- Base year +20 - No Action
- Base year +20 - Alternative 1
- Base year +20 - Alternative 2

The data from the 2023 Airport Master Plan will form the basis for runway usage rates, day/night split for the existing (base) and future forecast cases. HMMH will develop straight-in and straight-out tracks, standard pattern tracks and one set of departure turns per runway (1 left turn and 1 right turn) for each scenario. For the future case operations, HMMH will scale the 2023 fleet mix to either the operations projections from the 2023 Airport Master Plan or the latest version of the FAA Terminal Area Forecast (TAF) for the future No Action alternative operations. HMMH will compare the 2023 Airport Master Plan forecast and discuss with the Engineer and the Airport which forecast to use. FAA approval of the forecast may be required if it differs from the approved Master Plan or FAA TAF forecast.

For the Proposed Action alternatives, HMMH will model the increase in operations due to the proposed project and incorporate any changes to the fleet mix and operations that would be expected. We assume the Engineer and the Airport will provide the changes to the operations and fleet mix due to the Proposed Action.

HMMH will provide a Technical Report that includes the inputs used in the analysis and the area in acres of each noise contour level for each scenario. For all of the graphics, the contours will be overlaid on a GIS land use base map. HMMH will coordinate developing the GIS mapping with the Engineer. HMMH assumes that the Engineer and the Airport will provide the land use data or that it is readily available from online sources (County or State inventories) and that only minor land use inventory development is required.

The Proposed Action alternatives will be examined in detail for the potential to result in noise impacts surrounding GED. In addition to the DNL noise exposure contours, noise levels will be calculated at specific potentially affected non-residential noise-sensitive locations, such as churches, schools, nursing homes, parks, and sites on the National Register of Historic Places

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<sup>1</sup> Currently Version 3f.

(NHRP) in the study area. This scope assumes the Engineer and the Airport will provide the locations of the parks, noise sensitive sites and NRHP sites within the study area.

Grid point result differences will be used to identify any areas of significant impact (places with expected changes in noise exposure of 1.5 dB or more where the DNL is calculated to be 65 dB or greater). HMMH will also identify noise sensitive areas within the DNL 60 to 65 dB contour interval that would be expected to have a DNL 3-dB reportable noise change. The project alternatives contours will be incorporated into the GIS mapping. The noise exposure in terms of population, households, and area by land use will be estimated, within the DNL contour ranges mentioned above.

HMMH will compare the alternatives in relation to the baseline land uses within the noise contours. Noise sensitive areas will be evaluated according to the conditions described below:

- Sites newly included in or newly excluded from the 65 dB DNL noise contour of the Proposed Action alternative.
- Sites included in the 65 dB DNL contour of the Proposed Action alternative which are projected to experience increased noise levels of DNL 1.5 dB or more with the development alternative as compared to the No Action alternative.
- Sites included in the 65 DNL contours of the No Action alternative that are projected to experience reduced noise levels of DNL 1.5 dB or more with the development alternative.

HMMH will prepare a draft Noise Technical Appendix summarizing the results of the Noise analysis for Delta review. A final Noise Technical Appendix will be provided to Delta incorporating any comments. HMMH assumes the Air Quality and Noise analysis will be combined into one Technical Report.

## Task 2. Air Quality

### 2.1 Construction Emissions Inventory

HMMH will identify the current United States Environmental Protection Agency (EPA) attainment designations of the project area (e.g., Sussex County) with applicable US EPA national ambient air quality standards (NAAQS). Since the area is designated as non-attainment for some of the criteria pollutants under the NAAQS, it is assumed that a General Conformity applicability analysis will be performed to determine significant impacts. The EPA General Conformity *de minimis* thresholds will also be used for the pollutants designated as attainment to determine significant impacts under NEPA for these pollutants.

Construction-related emissions for the Proposed Action Alternatives will be estimated for the for both on-road and non-road equipment along with fugitive emissions (i.e. dust and asphalt paving). Construction related emissions will be based on the estimated types of construction activities, counts and type of equipment, activity levels, construction start and end dates, and project footprints. The Airport Construction Emission Inventory Tool (ACEIT) – a companion tool to the Transportation Research Board (TRB) Airport Cooperative Research Project (ACRP) Report 102, “Guidance for Estimating Airport Construction Emissions,” will be used to estimate construction-activities for each year. The latest version of the EPA’s Motor Vehicle Emission Simulator Version 5 (MOVES5), which includes the latest version of the EPA NONROAD model, will be used to update the emission factors generated within ACEIT for both on-road and non-

#### HMMH

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road equipment specific to Sussex County. The MOVES5 emission factors will be used to estimate pollutant emissions in tons per year (TPY) from on-road and non-road construction equipment for each year of construction activity. Before running the model, HMMH will prepare and submit to the Engineer a list of data needs to run the ACEIT model for each year, based on an expected construction schedule.

HMMH will summarize emissions from construction and demolition for each Proposed Alternative and will compare these emissions to EPA *de minimis* thresholds for General Conformity Applicability and to determine significance under NEPA.

## 2.2 Aircraft Operations Emissions Inventory

HMMH assumes the Proposed Alternatives could add new aircraft operations and result in an increase in aircraft emissions compared to the No Action. HMMH will evaluate the net change in emissions from the proposed additional aircraft operations for Proposed Alternative using the latest version of the Aviation Environmental Design Tool (AEDT) for the one (2) future proposed years consistent with the noise analysis. HMMH will evaluate net change in additional operations for each condition to estimate the net change in aircraft operations compared to the No Action. In addition, HMMH will evaluate additional vehicle and truck trips associated with the Proposed Alternatives (if known) using the MOVES5 emission model. The total net change in emissions from the Proposed Alternatives (net aircraft operations and associated vehicle trips) for each condition will be compared to the appropriate EPA *de minimis* thresholds for General Conformity Applicability and to determine significant impacts under NEPA.

## 2.3 Draft and Final Air Quality Appendix

HMMH will prepare a draft Air Quality Technical Appendix summarizing the results of the air quality analysis for Delta review. A final Air Quality Technical Appendix will be provided to Delta incorporating any comments. HMMH assumes the Air Quality and Noise analysis will be combined into one Technical Report.

### Assumptions

- The Engineer and the Airport will provide the input data necessary to prepare both the existing and future condition noise contours as well as the air emission inventories for each Alternative once data becomes available.
- The data input for both Alternatives will be sourced from the 2023 Master Plan, which was prepared by other firms, and an economic impact study that is currently also being prepared by others.
- Construction emissions and Operational emissions will be calculated separately for Criteria pollutant emissions for each Alternative.
- Construction emissions and additional aircraft (if applicable) and vehicle trips for each Alternative will be calculated for two (2) future years and emissions will be below *de minimis* levels and air dispersion modeling will not be required.
- A contract modification will be required should air dispersion modeling be necessary.
- HMMH staff will not help prepare for or attend any public meetings.

### Deliverables

- Draft Air Quality and Noise Technical Report including results for both Alternatives

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- Final Air Quality and Noise Technical Report after receiving one round of comments from Delta Airport Consultants.

## **COSTS**

HMMH proposes a fixed price budget of **\$103,400** to complete the scope of work. A cost summary is provided below for each task, and a detailed cost estimate with rates and labor hours is attached.

### **SUMMARY**

<b>TASK</b>	<b>LABOR</b>	<b>ODC</b>	<b>TOTAL</b>
<b>Task 1: Noise Contours</b>			
Task 1.1: Develop Study Area Existing DNL Contours	\$29,160	\$0	\$29,160
Task 1.2: Five Years and Future DNL Contours, Base Forecast	\$24,240	\$0	\$24,240
Task 1.3 Future DNL Contours, Scenario-Based Forecast	\$21,600	\$0	\$21,600
Task 1.4 Draft and Final Technical Reports	\$6,300	\$0	\$6,300
<b>Task 1: Subtotal</b>	<b>\$81,306</b>	<b>\$0</b>	<b>\$81,300</b>
<b>Task 2: Air Quality</b>			
Task 2.1: Construction Emissions Inventory Alternative 1 and Alternative 2	\$4,800	\$0	\$4,800
Task 2.2: Operational Emissions Inventory Alternative 1 and Alternative 2	\$6,500	\$0	\$6,500
Task 2.3. Draft and Final Tech Reports	\$10,800	\$0	\$10,800
<b>Task 2: Subtotal</b>	<b>\$22,100</b>	<b>\$0</b>	<b>\$22,100</b>
<b>GRAND TOTAL</b>	<b>\$103,400</b>	<b>\$0</b>	<b>\$103,400</b>

## **REQUEST FOR PROPOSAL, GENERAL ITEM 6**

HMMH assumes we will work off the mutually agreed terms and conditions from previous studies. From the prior Request for Proposal (RFP), General Item #6 (page 2), states:

*Carefully review the insurance requirements noted in the sample subconsultant agreement and notify us if there are any concerns with your firm meeting those requirements prior to submitting your proposal. Please also confirm that your firm meets the required Federal Contract Provisions included in Delta's subconsultant agreement and note that these provisions apply to all sub-tier contractors.*

HMMH has reviewed RFP, General Item #6, along with the Insurance Requirements (sample Subconsultant Agreement, Item #4) and Federal Contract Provisions (Exhibit 2, provisions May 24, 2023) included in the sample subconsultant agreement attached to the RFP. While the agreement is a "sample" and in draft format, as of the date of the RFP, April 8, 2025, HMMH does not foresee any concerns with meeting the Federal Contract Provisions upon contract award. It is understood that should HMMH require sub-tier contractors, these requirements will flow down to those agreements.

### **HMMH**

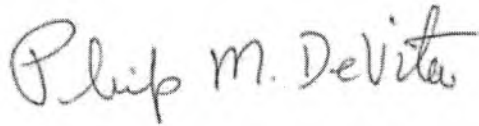
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In an email sent on June 13, 2024, HMMH raised one issue concerning insurance limits outlined in the sample Subconsultant Agreement, Item #4. In a reply email sent on June 14, 2024, the Engineer requested HMMH send the preferred language to be added to the agreement. HMMH will provide the language in an email separate from this proposal.

Please notify HMMH prior to contract award if there are any additional changes to these requirements or additional provisions added to the final agreement to allow for further review.

Sincerely yours,  
**Harris Miller Miller & Hanson Inc.**

A handwritten signature in dark ink that reads "Philip M. DeVita". The signature is written in a cursive, flowing style.

Philip M. DeVita  
Director of Air Quality

Cc: Scott Polzin

# HILLIS-CARNES

## ENGINEERING ASSOCIATES

417 Maryland Avenue  
Delmar, MD 21875  
Phone (410) 749-0940  
Fax (410) 896-3478  
[www.hcea.com](http://www.hcea.com)

August 29, 2025

Ms. Mary Ashburn Pearson  
Project Manager  
Delta Airport Consultants  
2700 Polo Parkway  
Midlothian, VA 23113

Re: Proposal to Provide Geotechnical Engineering Services  
**Delaware Coastal Airport Runway Extension**  
21553 Rudder Lane, Georgetown, DE 19947  
HCEA Proposal Number P250332SAL

Ms. Pearson:

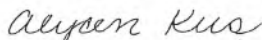
Hillis-Carnes Engineering Associates, Inc. (HCEA) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above-referenced project. This proposal outlines our understanding of the project, details our approach to the work, and presents the unit rates which will be applicable for this work and the estimated total cost of our services. This proposal also contains specific and general terms and conditions.

It is our understanding that this project consists of obtaining information regarding the subsurface conditions as well as perform laboratory testing to develop geotechnical recommendations for site preparation, grading, and pavement support for the proposed extension to the existing Delaware Coastal Airport and the associated proposed lighting.

If this proposal is acceptable, please sign and return a completed Proposal Acceptance Sheet to HCEA to serve as our signed agreement. Should you require additional services beyond those listed in this proposal or if any of the outlined assumptions should be modified, please notify us so that this proposal can be revised as required.

Thank you for the opportunity to present this proposal. If you have any questions or require any additional information, please do not hesitate to contact us at your convenience.

Sincerely,  
**HILLIS-CARNES ENGINEERING ASSOCIATES, INC.**



Alycen Kus  
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Corporate Headquarters - Annapolis Junction, MD

Maryland ♦ Washington, DC ♦ Delaware ♦ Pennsylvania ♦ Virginia ♦ New Jersey ♦ Florida ♦ Caribbean



## **SCOPE OF SERVICES**

### **I. PROJECT DESCRIPTION**

A scope of services for this project has been developed based on a pre-bid meeting with Delta and the provided RFP document dated August 11, 2025, attached as "Exhibit A". It is our understanding the project consists of obtaining information regarding the subsurface conditions as well as performing laboratory tests. The field and laboratory results will be used to develop geotechnical recommendations for site preparation, grading, and pavement support for the project.

The ALP proposes the extension of Runway 4 end by approximately 800 feet, which would also require the approach lighting system on that Runway end to shift commensurate with the runway end. The approach lighting system is a MALS, which extends 1,400 feet from the new runway threshold.

The ALP also proposes that the Runway 22 threshold be relocated "inward" by 169 feet to remove an existing, displaced threshold. The navigational aids (NAVAIDs) on this runway end would be relocated along with the runway threshold, which include PAPIs and REILs. Based on the 2023 ALP and Airport Master Plan (prepared by others), the unnamed stream on the Runway 22 End will be placed in a culvert through the Runway Safety Area.

### **II. OBJECTIVES AND SCOPE**

The services provided by HCEA will involve exploring the site of work, the performance of laboratory tests, engineering analyses, and the preparation of a geotechnical report.

To accomplish this, we will:

1. Consult available published geologic and project references.
2. Explore and test in-situ conditions at boring locations.
3. Perform laboratory tests on representative samples of soil and/or rock.
4. Analyze the results of our office, field, and laboratory studies.
5. Develop design criteria for foundations and related geotechnical considerations.

### **III. FIELD EXPLORATION AND LABORATORY TESTING**

To accomplish these objectives, a subsurface exploration program is proposed by HCEA and Delta consisting of the following.

- Seventeen 10-ft Standard Penetration Test (SPT) soil borings at locations within the existing pavement areas and proposed runway extensions as indicated on page 5 on "Exhibit A."
- Two pavement cores will be taken from the existing pavement at Runway 4 and Taxiway A. The depth of each pavement layer (asphalt, base stone and any subbase layer encountered) shall be clearly noted. Photographs of the general pavement area and the actual core shall be provided to document existing pavement conditions. At each of the pavement core locations, the upper 2 feet of the existing subgrade shall be explored with a dynamic cone penetrometer (DCP) (ASTM D6951). This exploration will provide a DCP index which can be correlated to estimates of CBR values of the existing subgrade at each core location.



- Six 20-ft SPT soil borings or Cone Penetration Test (CPT) soundings in the vicinity of the proposed approach lighting system as indicated on page 5 on "Exhibit A".
- Approximately 4 additional borings shall be placed in the work area at the discretion of the geotechnical engineer. All boring locations shall be reported with Lat / Long, Northing / Easting or a suitable CAD or GPS file provided to indicate the final boring locations with surface elevations within 1-foot.

Actual boring depths will be based on the subsurface conditions encountered during our exploration and may be more or less than those proposed.

Standard penetration tests (SPT) (ASTM D1586) shall be performed at regular intervals in each boring for a total of four SPTs in the top 10 feet with one additional SPT every 5 feet thereafter. For all borings, the classification and depth of each soil group by the Unified Classification System (visual method) as well as the approximate depth of any subsurface water (or dry if none observed) shall be reported.

The Cone Penetrometer Test (CPT) is an in-situ testing method used to determine the geotechnical engineering properties of soils and delineating soil stratigraphy. CPT for geotechnical applications was standardized in 1986 by ASTM Standard D 3441 (ASTM, 2004). Particularly for geotechnical soil investigations, CPT has become widely accepted as a method of measuring in-situ pore-pressure and dissipation characteristics of compressible materials. The cone has a device to measure the in-situ pore pressure as the cone penetrates the ground. As the cone penetrates a saturated subsurface soil, the pore pressure will generally increase as a result of the soil's displacement. If the cone penetration is stopped, the increased pore pressure will slowly decrease back to the equilibrium pore pressure as a function of time. This type of measurement is typically referred to as a Dissipation Test and provides real-time, in-situ consolidation characteristics for the subgrade soils.

Laboratory testing will be performed to establish the physical and strength characteristics and design parameters of the soils. Laboratory testing will generally include classification tests, Atterberg Limits tests, and natural moisture content tests. Please note that more sophisticated laboratory testing may be necessary to properly evaluate the properties of cohesive soils.

#### **IV. BORING STAKEOUT AND ACCESS REQUIREMENTS**

As required by law, HCEA will contact and coordinate with MISS UTILITY at least 48 hours before drilling operations. It should be noted that privately owned utilities or utility lines located on property not in the public right-of-way may not be covered by MISS UTILITY. HCEA requires a private utility locator be utilized to locate and mark the locations of private underground utilities. We anticipate the private locator will take approximately 2 days to complete. This cost is included in our proposed scope and fees.

HCEA requests utility plans or as-builts of subsurface obstructions such as utility lines, stormwater management features, below-ground tanks, etc. be provided to us before finalizing boring locations. These plans can be utilized in conjunction with utility location procedures, but are not sufficient for utility clearance without field verification. We reserve the right to relocate or eliminate any portion of the subsurface exploration program in areas where appropriate utility location has not been provided.



HCEA will stake the proposed boring locations in the field by measuring and estimating distances from existing site features. Boring locations shall be reported on the associated logs with Lat/Long or Northing/Easting coordinates and elevations based on a handheld GPS used at the time of drilling.

All boreholes shall be refilled and firmly compacted at the completion of the field work each day. Any pavement borings shall be patched with non-shrink cement grout or high-quality asphalt patching material such as Aquaphalt or similar material to a minimum depth of about 10 inches (at least the depth of the pavement section). The field crew shall not leave the site until all boreholes have been checked to ensure satisfactory backfill and no settlement, and any foreign objects have been removed from the pavement surfaces.

Our proposed fee assumes the boring locations will be clear, relatively level, and accessible to our drill equipment. Costs associated with clearing or difficult moving to traverse the site and access the boring locations have not been included. We have also assumed that there will be no special conditions or restrictions on our field activities such as traffic or pedestrian control, environmental monitoring, or safety requirements beyond level D PPE. Attendance at any required safety training or project meetings is not included in our proposed fee. If required, HCEA can provide these services for an additional fee.

## **V. REPORT**

After completion of all field exploration and laboratory testing, a geotechnical engineering report will be prepared and submitted. The report will include the logs of all test holes and a summary of the laboratory testing program results. We will include our engineering analyses and recommendations for the geotechnical design and construction of the project.

The geotechnical report prepared by HCEA and any associated documents are intended for the sole use of our client as designated by our agreement for services and are not intended to be utilized or relied upon by any other party. If requested, HCEA may grant reliance to additional parties following authorization from our client and the receipt of a reliance fee from each entity requesting reliance. Additional parties granted reliance will be bound by the same terms, conditions, and limitations as presented in our proposal, agreement for services, and report.

Based on our current schedule, HCEA will be able to mobilize to the site within three weeks following acceptance of our proposal, boring stakeout, and utility clearance. During the progress of our study, we will be available to consult with you or your representative and provide preliminary information and recommendations as they are developed. It is anticipated that our preliminary report will be available within 30 days following completion of the fieldwork. If a shorter turnaround time is needed, HCEA will make every effort to work with your schedule.

Delaware Coastal Airport Runway Extension:

DESCRIPTION	QTY	RATE	U/M	ITEM TOTAL
<b>DRILLING SERVICES</b>				
Coring Crew and Core Retrieval	4	\$ 100.00	Hour	\$ 400.00
DCP/S.P.T Borings (27 total at night)	330	\$ 33.00	LF	\$ 10,890.00
Boring Restoration and Materials	22	\$ 50.00	Each	\$ 1,100.00
ATV Rig Mobilization/Demobilization	2	\$ 400.00	Each	\$ 800.00
Piezometer Installation	60	\$ 30.00	LF	\$ 1,800.00
Piezometer Readings	3	\$ 300.00	Each	\$ 900.00
Bulk sample collection (three total)	3	\$ 100.00	Each	\$ 300.00
SUBTOTAL				\$ 16,190.00
<b>LABORATORY SERVICES</b>				
Atterberg Limit	10	\$ 85.00	Each	\$ 850.00
Sieve Analysis	20	\$ 85.00	Each	\$ 1,700.00
Moisture Content	21	\$ 10.00	Each	\$ 210.00
CBR	3	\$ 330.00	Each	\$ 990.00
Topsoil Test	1	\$ 50.00	Each	\$ 50.00
Modified Proctor	3	\$ 130.00	Each	\$ 390.00
SUBTOTAL				\$ 4,190.00
<b>GEOTECHNICAL SERVICES</b>				
Sr. Project Engineer (includes 1/2 day recon)	20	\$ 165.00	Hour	\$ 3,300.00
Principal Engineer	2	\$ 225.00	Hour	\$ 450.00
Project Manager	10	\$ 100.00	Hour	\$ 1,000.00
Staff Engineer	12	\$ 95.00	Hour	\$ 1,140.00
Geotechnical Aide	18	\$ 85.00	Hour	\$ 1,530.00
Private Utility Locator	3	\$ 2,500.00	Day	\$ 7,500.00
Lump Sum Recon/Stakeout/Miss Utility	1	\$ 500.00	LS	\$ 500.00
Conference Call for Draft Report (~3 hours)	1	\$ 1,000.00	LS	\$ 1,000.00
Drilling Permit	1	\$ 200.00	LS	\$ 200.00
Equipment Rental (Lighting)	1	\$ 1,000.00	LS	\$ 1,000.00
SUBTOTAL				\$ 17,620.00
<b>TOTAL BUDGET ESTIMATE</b>				<b>\$ 38,000.00</b>



**DELAWARE COASTAL AIRPORT  
ENVIRONMENTAL ASSESSMENT  
FOR EXTENDING RUNWAY 4-22**

**Delta Project No. 24097**

**SCOPE OF WORK-FINAL  
September 2025**

**PROJECT BACKGROUND**

The following provides a detailed scope of work for an Environmental Assessment (EA) for the proposed **Extending Runway 4-22** program at the Delaware Coastal Airport (GED).

The Delaware Coastal Airport is currently owned and operated by Sussex County ("County"). Delta Airport Consultants, Inc. and team members are referred to as the "Consultant."

**Extending Runway 4-22**

The Extending Runway 4-22 program includes the following project elements which are conceptually depicted on the approved Airport Layout Plan (ALP) – see **Figure 1**.

- Extend Runway 4 by 805'
- Extend Parallel Taxiway B along with Runway 4
- Relocate Medium-Intensity Approach Lighting System (MALS) on Runway 4 end
- Demolish two structures within Ultimate RW 4 RPZ - #58 (storage building) and #59 (house)
- Relocate RW 22 threshold by 182' to correct displaced threshold
- Culvert unnamed stream on Runway 22 end
- Relocate Precision Approach Path Indicators (PAPIs) and Runway End Identifier Lights (REILs) on both Runway 4 and Runway 22 ends

Taking into account the 805' extension of Runway 4 and the 182' relocation of Runway 22, the net increase in runway length is 623', for an ultimate length for Runway 4-22 of 6,123'.

Supporting project components have been previously completed or are in-progress by the County. These development items are:

1. Relocate Park Avenue
2. Acquire 4.1± acres in fee on Runway 4 end for ROFA control
  - a. County has acquired Parcel 26A (1.73 acres; TP 135-20.00-86.00)
  - b. As of Jan. 2025, the County is coordinating with the Delaware Department of Transportation (DelDOT) for abandonment of old Park Avenue right-of-way

In addition, this NEPA document includes new instrument approach procedures associated with the new runway threshold locations for both Runway 4 and Runway 22.



The County intends to fund the EA using Congressionally Directed Spending (CDS) Supplemental Funding. The County has expressed its intent to request federal, Airport Improvement Program (AIP) funding through Section 726 of the FAA Reauthorization Act of 2024, *General aviation airport runway extension pilot program*.





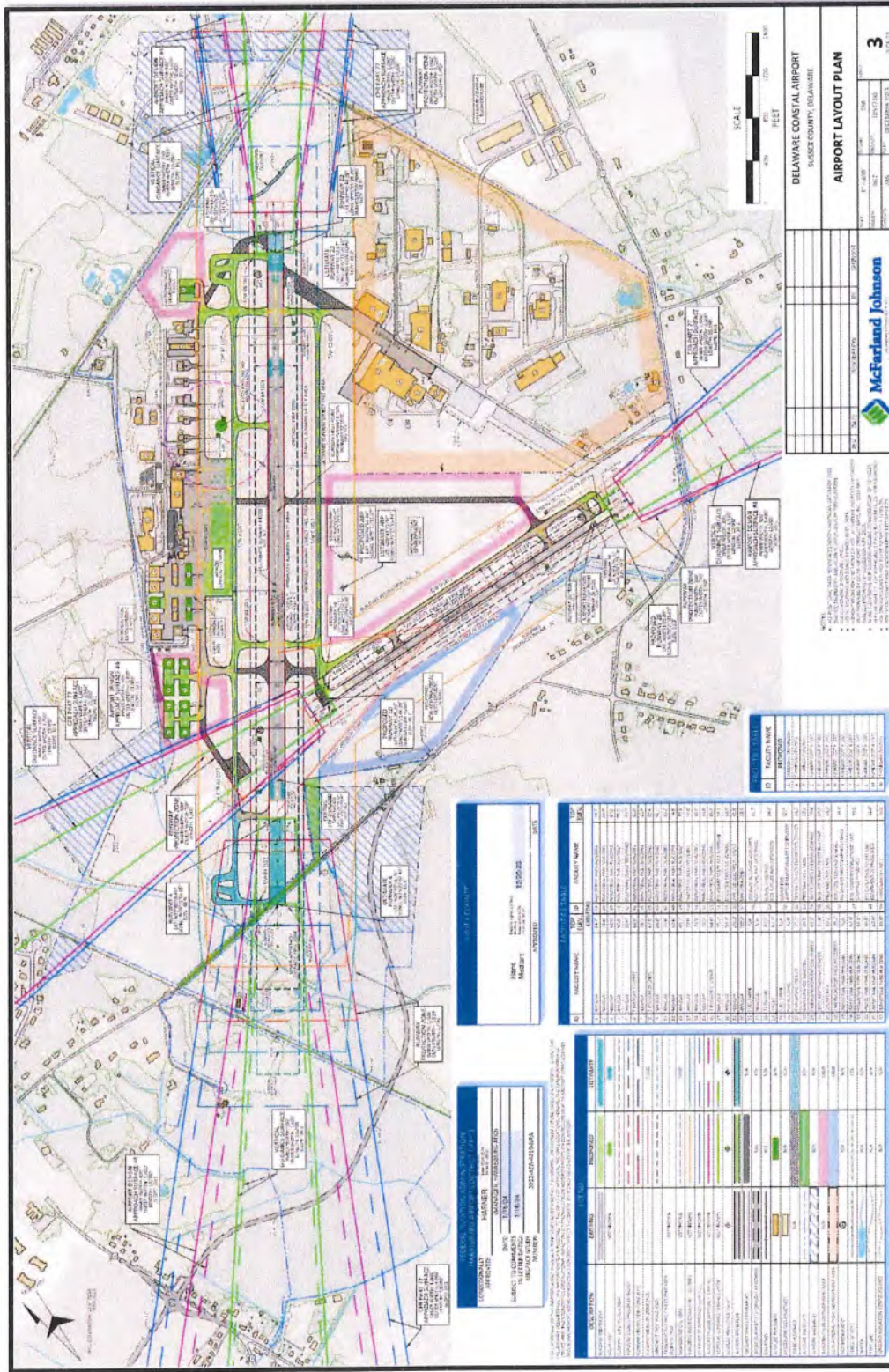


Figure 1: 2023 ALP



## ENGINEERING DEPARTMENT

MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

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**Sussex County**  
DELAWARE  
sussexcountype.gov

### Memorandum

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

FROM: Patrick Brown, P.E. Project Engineer

RE: ***Winding Creek Village Water District, Project S20-10***  
***A. Final Balancing Chage Order & Substantial Completion***

DATE: January 6, 2026

In September 2017, eligible voters in the optimized Winding Creek Village water district boundary approved under referendum the creation of the water district by a 5 to 1 margin. The referendum was based on a uniform service charge not tied to individual water meter readings consistent with the County's standard service approach.

Several inquiries about revising the uniform service charge by introducing an individual metering component were received. On June 4, 2024, residents presented the Department with sixty-nine (69) petitions for individual water metering. On June 25, 2024, County Council authorized the Department to prepare and post notices for an August 2<sup>nd</sup> public hearing. The Department presented the technical as well as the cost implications of introducing a metered billing component during the hearing. County Council considered the findings from the hearing on August 13, 2024, and voted not to proceed with a referendum. Therefore, the basis of project design would remain a uniform service charge approach.

This project received funding through the Drinking Water State Revolving Loan Fund (DWSRF). Funding provisions included both Davis Bacon and State Wage Rate requirements, along with American Iron and Steel (AIS) requirements. The design was completed and the project competitively bid in early 2024. Invitations to Bid were advertised in the local newspaper and made available to view on the County website. Additionally, the information was directly forwarded to numerous contractors.





Nine (9) contractors attended the pre-bid meeting on March 27, 2024, and on April 30, 2024, eight (8) bids were received, opened, and read-aloud. The apparent low bidder was Atlantic Contracting & Material Co. (ACM) with a bid of \$4,042,772.00, however the bid amount exceeded the project's approved State financing. The County applied for supplemental DWSRF funding and notified ACM of the timeline for financing determination; ACM agreed to hold their bid pricing for a delayed award once supplemental funding was finalized.

Supplemental funding was approved by the State's Water Infrastructure Advisory Council on September 18, 2024, allowing a project award to proceed. On September 24, 2024, County Council awarded construction of the project to Atlantic Contracting & Material Co. in their bid amount of \$4,042,772.00 subject to DHSS concurrence.

Notice to Proceed was provided to ACM and the project commenced March 17, 2025. As per the construction agreement, Substantial Completion was to be achieved by January 10, 2026. Construction efforts proceeded smoothly and successfully throughout 2025 with final system testing done in October. The Department concurred with ACM's requested substantial completion on October 20, 2025, and the State's approval to operate the water system was received on November 4, 2025. Coordination of final punch-list work and reconciling all as-built quantities (i.e., over/underruns of unit price items) results in a final balancing that reduces the project total. Change Order 1 addresses minor close-out items and serves as final balancing of the contract.

The Engineering Department recommends Council approve Change Order 1, decreasing the contract value by \$487,522.26 for a final contract total of \$3,555,249.74, with Substantial Completion granted October 20, 2025, and final release of retainage authorized.

The Engineering Department recently mailed the official notice to connect to all members of the Winding Creek Village Water District, advising the availability of public water service. Effective January 1, 2026, owners may begin the process of connecting their property to the water system in accordance with County code and applicable regulations.

### CHANGE ORDER NO.: 1 (Final Balancing)

Owner:	Sussex County	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:	Atlantic Contracting & Material Co., Inc.	Contractor's Project No.:	
Project:	S20-10		
Contract Name:	<b>Winding Creek Village Water District</b>		
Date Issued:	January 6, 2026	Effective Date of Change Order:	Per Agency Execution

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

Description:

**Final Balancing & Contract Closeout – Reconcile minor spare parts and additional work, including fire hydrants, asphalt seam sealing, tree replacements, and final item measurements for overrun / underrun balancing.**

Attachments:

### Final Schedule of Values: Balancing CO1 for Contract S20-10

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 4,042,772.00		Substantial Completion:	270
		Ready for final payment:	270
<b>Increase / Decrease</b> from previously approved Change Orders:		<b>Increase / Decrease</b> from previously approved Change Orders:	
\$ 0		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 4,042,772.00		Substantial Completion:	
		Ready for final payment:	
<b>Decrease</b> this Change Order:		<b>Increase / Decrease</b> this Change Order:	
\$ 487,522.26		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 3,555,249.74		Substantial Completion:	October 20, 2025
		Ready for final payment:	N/A

Recommended by Engineer (if required)

Accepted by Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Owner \_\_\_\_\_ Approved by Funding Agency (if applicable) \_\_\_\_\_

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Final Schedule of Values: Balancing CO1 for Contract S20-10  
Winding Creek Village Water District

A	B		C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK		QTY	UNIT	UNIT PRICE	SCHEDULED VALUE  (C*E)	WORK COMPLETED					QUANTITY COMPLETED AND STORED TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE  0%
							PREVIOUS MONTH QUANTITY	PREVIOUS MONTH VALUES	CURRENT MONTH QUANTITY	CURRENT MONTH VALUES (I*E)	MATER IALS PRESENTLY STORED					
BASE BID																
1	A-1	Mobilization	1.00	LS	\$ 125,000.00	\$ 125,000.00	1.00	\$ 125,000.00	0.00	\$ -	\$ -	1.00	\$ 125,000.00	100%	\$ -	\$0.00
2	A-2	Furnish and Install Service Connections 1"	3,500.00	LF	\$ 39.00	\$ 136,500.00	3100.00	\$ 120,900.00	-264.00	\$ (10,296.00)	\$ -	2836.00	\$ 110,604.00	81%	\$ 25,896.00	\$0.00
3	A-3	Furnish and Install Water Main 2"	2,000.00	LF	\$ 53.00	\$ 106,000.00	1964.00	\$ 104,092.00	0.00	\$ -	\$ -	1964.00	\$ 104,092.00	98%	\$ 1,908.00	\$0.00
4	A-4	Furnish and Install Water Main 6"	220.00	LF	\$ 87.00	\$ 19,140.00	176.00	\$ 15,312.00	0.00	\$ -	\$ -	176.00	\$ 15,312.00	80%	\$ 3,828.00	\$0.00
5	A-5	Furnish and Install Water Main 8"	14,100.00	LF	\$ 92.00	\$1,297,200.00	14096.00	\$ 1,296,832.00	0.00	\$ -	\$ -	14096.00	\$ 1,296,832.00	100%	\$ 368.00	\$0.00
6	A-6	Furnish and Install Meter Pit	108.00	EA	\$ 2,835.00	\$ 306,180.00	99.00	\$ 280,665.00	0.00	\$ -	\$ -	99.00	\$ 280,665.00	92%	\$ 25,515.00	\$0.00
7	A-7	Furnish and Install Isolation Valves 2"	5.00	EA	\$ 2,205.00	\$ 11,025.00	5.00	\$ 11,025.00	0.00	\$ -	\$ -	5.00	\$ 11,025.00	100%	\$ -	\$0.00
8	A-8	Furnish and Install Isolation Valves 6"	19.00	EA	\$ 3,386.00	\$ 64,334.00	18.00	\$ 60,948.00	0.00	\$ -	\$ -	18.00	\$ 60,948.00	95%	\$ 3,386.00	\$0.00
9	A-9	Furnish and Install Isolation Valves 8"	14.00	EA	\$ 4,137.00	\$ 57,918.00	13.00	\$ 53,781.00	0.00	\$ -	\$ -	13.00	\$ 53,781.00	93%	\$ 4,137.00	\$0.00
10	A-10	Furnish and Install Blowoffs 2"	8.00	EA	\$ 4,507.00	\$ 36,056.00	5.00	\$ 22,535.00	0.00	\$ -	\$ -	5.00	\$ 22,535.00	63%	\$ 13,521.00	\$0.00
11	A-11	Furnish and Install Fire Hydrant	19.00	EA	\$ 9,987.00	\$ 189,753.00	19.00	\$ 189,753.00	0.00	\$ -	\$ -	19.00	\$ 189,753.00	100%	\$ -	\$0.00
12	A-12	Furnish and Install Bulk Meter Vault 8"	1.00	LS	\$ 53,483.00	\$ 53,483.00	1.00	\$ 53,483.00	0.00	\$ -	\$ -	1.00	\$ 53,483.00	100%	\$ -	\$0.00
13	A-13	Furnish and Install Type C Hotmix	4,700.00	TON	\$ 136.00	\$ 639,200.00	4760.24	\$ 647,392.64	0.00	\$ -	\$ -	4760.24	\$ 647,392.64	101%	\$ (8,192.64)	\$0.00
14	A-14	Furnish and Install Type BCBC Hotmix Base	3,050.00	TON	\$ 135.00	\$ 411,750.00	2277.84	\$ 307,508.40	0.00	\$ -	\$ -	2277.84	\$ 307,508.40	75%	\$ 104,241.60	\$0.00
15	A-15	Bituminous Pavement Roadway Milling Machine (Min. 6-ft drum)	150.00	HR	\$ 1,042.00	\$ 156,300.00	40.00	\$ 41,680.00	0.00	\$ -	\$ -	40.00	\$ 41,680.00	27%	\$ 114,620.00	\$0.00
16	A-16	Restoration of Staging Area and HOA Common Area	1.00	LS	\$ 47,935.00	\$ 47,935.00	1.00	\$ 47,935.00	0.00	\$ -	\$ -	1.00	\$ 47,935.00	100%	\$ -	\$0.00
17	A-17	Concrete Driveway Repair 6"	100.00	SY	\$ 400.00	\$ 40,000.00	74.00	\$ 29,600.00	0.00	\$ -	\$ -	74.00	\$ 29,600.00	74%	\$ 10,400.00	\$0.00
18	A-18	Banks Road Crossing 10"/20"	1.00	LS	\$ 109,000.00	\$ 109,000.00	1.00	\$ 109,000.00	0.00	\$ -	\$ -	1.00	\$ 109,000.00	100%	\$ -	\$0.00
19						\$ -				\$ -	\$ -	0.00	\$ -	0%	\$ -	\$0.00
20																
21																
SUB TOTALS:			\$3,806,774.00					\$ 3,517,442.04	\$ (10,296.00)		\$ -		\$ 3,507,146.04	92%	\$ 299,627.96	\$0.00
	PART B: CONTINGENT BID ITEMS (TO BE USED ONLY WITH COUNTY APPROVAL)															
22	B-1	Contingent Unclassified Excavation	100.00	CY	\$ 16.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0%	\$ 1,600.00	\$0.00
23	B-2	Contingent Aggregate Material, Graded Aggregate Type "B" (Crusher Run)	500.00	TON	\$ 52.00	\$ 26,000.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0%	\$ 26,000.00	\$0.00
24	B-3	Contingent Porous Fill Material, Course Aggregate No. 57 Stone	200.00	TON	\$ 60.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0%	\$ 12,000.00	\$0.00
25	B-4	Contractor Crew Down Time	40.00	HR	\$ 655.00	\$ 26,200.00	5.33	\$ 3,491.15	0.00	\$ -	\$ -	5.33	\$ 3,491.15	13%	\$ 22,708.85	\$0.00
26	B-5	Furnish and Place 5,000 psi Concrete	20.00	CY	\$ 307.00	\$ 6,140.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0%	\$ 6,140.00	\$0.00
27	B-6	Contingent Borrow Material, Borrow - Type C (Backfill)	1,000.00	CY	\$ 99.00	\$ 99,000.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0%	\$ 99,000.00	\$0.00
28	B-7	Replacement of Existing Storm Drain Pipes 18-inches and Less	60.00	LF	\$ 98.00	\$ 5,880.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0%	\$ 5,880.00	\$0.00
29	B-8	Contingent Hotmix	100.00	TON	\$ 243.00	\$ 24,300.00	36.00	\$ 8,748.00	0.00	\$ -	\$ -	36.00	\$ 8,748.00	36%	\$ 15,552.00	\$0.00
30	B-9	Contingent On-Site Soil testing	100.00	HR	\$ 92.00	\$ 9,200.00	13.00	\$ 1,196.00	0.00	\$ -	\$ -	13.00	\$ 1,196.00	13%	\$ 8,004.00	\$0.00
31	B-10	Contingent Soils Laboratory Tests	5.00	EA	\$ 302.00	\$ 1,510.00	1.00	\$ 302.00	0.00	\$ -	\$ -	1.00	\$ 302.00	20%	\$ 1,208.00	\$0.00
32	B-11	Contingent Tree Removal (DBH <12")	4.00	EA	\$ 906.00	\$ 3,624.00	1.00	\$ 906.00	0.00	\$ -	\$ -	1.00	\$ 906.00	25%	\$ 2,718.00	\$0.00
33	B-12	Contingent Tree Removal (DBH >=12" and <24")	4.00	EA	\$ 2,115.00	\$ 8,460.00	1.00	\$ 2,115.00	0.00	\$ -	\$ -	1.00	\$ 2,115.00	25%	\$ 6,345.00	\$0.00
34	B-13	Contingent Tree Removal (DBH >=24" and <36")	4.00	EA	\$ 3,021.00	\$ 12,084.00	3.55	\$ 10,724.55	0.00	\$ -	\$ -	3.55	\$ 10,724.55	89%	\$ 1,359.45	\$0.00
SUB TOTALS:			\$ 235,998.00					\$ 27,482.70	\$ -		\$ -		\$ 27,482.70	12%	\$ 208,515.30	\$0.00
	Change Orders															
		Change Order #1	0.00		\$ -	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -		\$ -	\$0.00
	Item 1	Sprare Parts / Fire Hydrants	1.00	LS	\$ 13,521.00	\$ 13,521.00	0.00	\$ -	1.00	\$ 13,521.00	\$ -	1.00	\$ 13,521.00	100%	\$ -	\$0.00
	Item 2	Asphalt Seam Sealing	4000.00	LF	\$ 0.95	\$ 3,800.00	0.00	\$ -	4000.00	\$ 3,800.00	\$ -	4000.00	\$ 3,800.00	100%	\$ -	\$0.00
	Item 3	Replacement Tree Installation	3.00	EA	\$ 1,100.00	\$ 3,300.00	0.00	\$ -	3.00	\$ 3,300.00	\$ -	3.00	\$ 3,300.00	100%	\$ -	\$0.00
	Item 4	Credit for Items not Completed (Balancing Change Order)*	1.00	LS	\$(508,143.26)	\$ (508,143.26)	0.00	\$ -	1.00	\$ (508,143.26)	\$ -			0%	\$(508,143.26)	\$0.00
		*Credit adjustment to item A-2 reflected in Balance to Finish value														
CHANGE ORDER TOTALS:			(\$487,522.26)					\$0.00	(\$487,522.26)		\$ -		\$20,621.00		(\$508,143.26)	\$0.00
GRAND TOTALS			\$3,555,249.74					\$ 3,544,924.74					\$3,555,249.74	100%	\$0.00	\$0.00

## ENGINEERING DEPARTMENT

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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 Matthew R. Lloyd  
The Honorable Steven C. McCarron

FROM: Hans Medlarz, P.E., Director of Special Projects

RE: ***Lewes Board of Public Works (LBPW)- Sussex County Partnership***

***A. Approval of the Agreement between The Board of Public Works and Sussex County concerning Wastewater Treatment***

***B. Approval of the Agreement between The Board of Public Works and Sussex County for and on behalf of Sussex County Unified Sanitary Sewer District in Connection with the Transmission and Treatment of Sewage Discharge to/from the Unified Sewer District Area.***

DATE: January 6, 2026

In July of 2016, County Council authorized agreement negotiations with other wastewater service providers for the utilization of existing unallocated wastewater treatment capacity. On September 20, 2016, Council approved the initial agreement with the Lewes Board of Public Works (LBPW) for wastewater treatment and disposal. It allowed for the transmission of a year-round base flow rate of up to 75,000 gallons per day into the BPW's system with a seasonal ramp up to 300,000 gallons per day during the fall/winter season at an initial rate of \$2.40/1,000 gallons.

As per LBPW's request, the County utilized George, Miles & Buhr, Inc., the Board's Engineer of Record for the design of the necessary transmission improvements. Following the design completion and permitting Council approved on August 29, 2017, LBPW's assistance request under the FY18 General Labor & Equipment Contract for a joint implementation project.

In the Spring of 2017, LBPW and the City of Seaford requested to be part of the County's regional biosolids system, culminating in Council's approval of the Agreements on May 16, 2017 for the transportation & treatment of Class B biosolids at the Inland Bays RWF.





In March of 2018, the LBPW requested an amendment to the Agreement allowing LBPW's service area tie-in(s) to the County's system and on March 20, 2018, Council approved Amendment No. 1 allowing wastewater to be transmitted and treated in the most cost-effective manner with the billing to be accomplished on a net zero metering basis.

On September 26, 2018, the County presented a request for a 25% increase in both the base and seasonal flow contributions in exchange of payment of the associated impact fees at a Board meeting. Subsequently, the Board instructed their Counsel to draw up Amendment No. 2, which was accepted by County Council on January 8, 2018.

The Agreement for Wastewater Services with LBPW always contained Article IX pertaining to capital project cooperation. It states: *"Prior to finalizing any construction bid documents for any future capital projects increasing treatment capacity, the LBPW and the County shall jointly develop Add Alternates, if needed, and either party may require an Add Alternate that will be solely funded by the requesting party."*

Both parties were already independently planning for capital treatment plant improvements and expansions, and the County Council had committed substantial ARPA funding to the upgrade of wastewater treatment facilities in general and the Wolfe Neck RWF in particular. In this context, the County Engineer was authorized to initiate discussion with the Board for jump starting a joint project approach.

LBPW was also already pursuing a long-range plan for the wastewater treatment plant's future needs. The possible cooperation presented an opportunity to significantly reduce LBPW's future long-term capital costs concerning sustainability of the wastewater treatment plant, especially compared to other potential options. Therefore, the Board held a workshop for public discussion and input on March 31, 2022. As a result of the input, a proposal from GHD, Inc., the consultant already representing both entities, was requested to evaluate the following three (3) options with variations:

1. Maintain wastewater treatment facility in its current flood plain location at its current capacity while "hardening" the perimeter to deal with climate change.
2. Relocate wastewater treatment facility outside of the flood plain, increase capacity to meet ultimate demand and investigate (2a) land treatment disposal, (2b) continued Canal discharge and (2c) ocean outfall.
3. Relocate wastewater treatment facility to Wolfe Neck in a partnership with County using the same capacity assumptions while investigating (3a) continued piped Canal discharge versus (3b) biological polishing.

On May 24, 2022, County Council approved to fund 50% of the long-range study in the amount of \$124,250.00 utilizing allocated ARPA. The results of the study were presented to County Council on December 6, 2022 and on January 23, 2023 to the LBPW. Subsequently the LBPW held workshops on February 10<sup>th</sup>, March 22<sup>nd</sup>, April 12<sup>th</sup>, May 17<sup>th</sup> and June 14<sup>th</sup> of 2023 to continue the open decision-making process.

In late June of 2023 Sussex County was informed by DNREC officials of significant findings during a Phase 1 archeological study at the Wolfe Neck RWF. The impact has created uncertainty for biological polishing under option 3b as well as the proposed spray facility conversion from center pivot irrigation to a fixed-head irrigation in managed forests.

During the BPW workshop on August 9<sup>th</sup>, 2023 the concept of an ocean outfall from the Wolfe Neck RWF emerged as Option 3c. Under this scenario the County would construct a new 5.00 MGD treatment facility relying mainly on the outfall and only spray irrigate at agronomically required rates using the exiting irrigation systems.

Due to archeological findings, any Wolfe Neck treatment expansion can only occur in one of the existing treatment lagoons requiring urgent removal of the accumulated biosolids. As a precursor of the removal, all incoming flows must be transferred to treatment lagoons 2 & 3. For the support of the biosolids removal and dewatering equipment a new electrical service and power distribution center had to be installed to accommodate both the immediate power needs as well as the future plant expansion.

Therefore, Council approved GHD's Amendment 22 on August 15, 2023 for the Advanced Electrical Design in the amount of \$427,138.72 and Amendment 23 for the expansion of the long-range study to include Option 3c in the amount of \$95,000.00, utilizing ARPA funding.

City of Rehoboth Beach and Sussex County had a long-standing successful wastewater partnership since the 1970s with the current 25-year agreement dating to 2017. It contains a 42% county capacity allocation which can be increased to 50%. The debt service is based on the reserve allocation while the operational and maintenance expenses are based on percentage of flow. Given this partnership background and the archeological findings at the Wolfe Neck RWF, the County jointly with LBPW approached the City in the spring of 2024 with a proposal to purchase 5.0 MGD of unused ocean outfall capacity for \$20 million in lieu of constructing another outfall off Wolfe Neck.

After receiving the joint request, the City Commissioners held five (5) public meetings culminating on December 20, 2024 with a conditional approval motion after considering favorable recommendations from city staff and the city's independent engineering consultant. The conditions centered around value, risk assessment, bi-directional flow capabilities and hydraulic analyses among others. In response to the Commissioner's conditional approval a final offer was presented at the City's February 21, 2025 meeting. Said offer was soundly rejected by the Commissioners effectively shutting down the three-party regional approach and thereby ending this attempt the same way the previous one ended in 2019 to which the County Administrator correctly predicted on January 2<sup>nd</sup>, 2019: *"The entire initiative has gotten flipped on its head due to misinformation and unwarranted skepticism. As a result, in my opinion, Rehoboth will not opt to partner with us any further due to the political pressure."*

However, under any outfall option the County and the Lewes BPW would have had to expeditiously either update previous ocean studies or initiate new ones off Wolfe Neck. In order to accomplish this task, the Engineering Department requested GHD prepare

Amendment 28 to conduct up to four (4) sampling events and reports of the near field benthic zone associated with an ocean outfall. On January 14, 2025 Council approved GHD's Amendment 28 in the initial amount of \$474,000.00 allowing for immediate scheduling of the first four (4) rounds of ocean sample collections. After the City of Rehoboth Beach's rejection of the offer the effort shifted to a two-stage benthic study of the Lewes-Rehoboth Canal. The first pre-dredging stage will wrap in the spring of 2026 the second one will start immediately after the dredging is completed in the fall of 2026.

During their March 18<sup>th</sup>, 2025 Public Workshop the LBPW reduced their options to (i) continue operation at a "hardened" facility while discharging to the Lewes-Rehoboth Canal at existing location or (ii) transmit flow to a future joint facility with a relocated discharge to the Lewes-Rehoboth Canal at the Wolfe Neck RWF.

Following the March 2023 workshop a series of joint staff meetings were conducted which allowed the LBPW to tentatively select the latter option during their October 28<sup>th</sup>, Public Workshop. However, they continued to solicit public input, kept the topic on the agenda of the monthly board meetings and posted draft agreements on their website and on December 10<sup>th</sup>, 2025 LBPW approved both agreements.

The first Agreement associated with the new Wolfe Neck RWF is loosely based on the ones with the Cities of Seaford and Rehoboth Beach. However, it took months of negotiation to refine it to the point both parties felt equally represented. The second Agreement, replacing the current agreement for services is equally important because it facilitates the implementation of the first one by maximizing the County's flow contribution to the LBPW's facility without payment of impact fees but with an adjusted rate based on actual treatment cost escalation.

While the negotiations were ongoing the County was able to conclude a multi-year effort to exchange land with the State of Delaware at Wolfe Neck. Hereby obtaining land right to >20 acres immediately adjacent to the effluent storage lagoon. Control over this land does keep the option of wetland polishing prior to final effluent discharge into Wolfe Glade open if it can be cleared in a phase II archeological study.

In conclusion, with the County Council having been kept informed of all twists and turns in the 4-year saga and with the sincere recommendation of the entire County Negotiating Team we seek County Council's approval of both agreements.

If approved, the Engineering Department will solicit another amendment from GHD updating the environmental study scope for the Lewes-Rehoboth Canal including the potential reuse of canal dredge spoils, the facility treatment process evaluation envisioned in the agreement and the archeological investigation of the area obtained via the land exchange with the State of Delaware for potential construction of flow through wetland prior to discharge.

**AGREEMENT**

**between**

**THE BOARD OF PUBLIC WORKS OF THE CITY OF LEWES**

**and**

**SUSSEX COUNTY**

**concerning**

**WASTEWATER TREATMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_ (the “Effective Date”) by and between THE BOARD OF PUBLIC WORKS OF THE CITY OF LEWES (the “Lewes BPW”), a chartered utilities board of the State of Delaware, and SUSSEX COUNTY (the “County”), a political subdivision of the State of Delaware (each a “Party” and jointly the “Parties”).

**WHEREAS**, The County owns, operates, and maintains a major wastewater treatment system, including the WOLFE NECK REGIONAL WASTEWATER FACILITY (the “Wolfe Neck RWF”) and an associated collection and transmission network used to convey untreated sanitary sewage and wastewater (“Sewage”) to the Wolfe Neck RWF which currently discharges treated effluent via spray irrigation (collectively, the “County System”). The Lewes BPW also owns, operates, and maintains a major wastewater treatment system, including the Howard Seymour Water Reclamation Facility (the “Lewes BPW WWTF”) and an associated collection and transmission network used to convey Sewage to the Lewes BPW WWTF (the “Lewes BPW System”). The Lewes BPW WWTF currently discharges treated effluent into the Lewes and Rehoboth Canal pursuant to the Lewes BPW’s NPDES Permit Number DE 0021512.



**WHEREAS**, the Lewes BPW and the County have a history of mutual cooperation concerning transmission and treatment of Sewage and previously entered into agreements concerning the same; and

**WHEREAS**, specifically, the Parties entered into an agreement dated September 28, 2016 allowing the County to transmit Sewage from the Unified Sanitary Sewer District to the Lewes BPW WWTF for treatment and disposal, which Agreement was replaced in its entirety by the first revision dated March 28, 2018, and thereafter by a second revision dated January 28, 2019, and most recently a third revision was dated August 4, 2022 (the “Flow Agreement”); and

**WHEREAS**, the Lewes BPW and the County intend to further modify the Flow Agreement concurrent with this Agreement to address interim County Sewage flows to the Lewes BPW WWTF until the Wolfe Neck RWF is upgraded pursuant to this Agreement; and

**WHEREAS**, the Parties also entered into an agreement dated May 16, 2017 allowing the Lewes BPW to transmit biosolids to the County for handling and disposal; and

**WHEREAS**, the Parties also entered into an Agreement for Mutual Operational Assistance dated August 29, 2022; and

**WHEREAS**, beginning in 2021, Lewes BPW undertook a comprehensive analysis and review of its wastewater treatment system and has been evaluating future treatment options. This review has included multiple public meetings and workshops during which the public was provided an opportunity to offer comments and input on the various treatment options presented during that time by the Lewes BPW; and

**WHEREAS**, decommissioning the Lewes BPW WWTF would remove the facility from the floodplain, provide an opportunity for regional cooperation on wastewater treatment options, and in turn benefit the Lewes BPW ratepayers in the intermediate and long terms; and

**WHEREAS**, following this extensive review, including public feedback, the Lewes BPW finds and concludes that decommissioning the Lewes BPW WWTF and transmitting all of the Lewes BPW's Sewage to the Wolfe Neck RWF is in the best interests of the Lewes BPW ratepayers and the surrounding community; and

**WHEREAS**, this option will include upgrades to the Wolfe Neck RWF and require obtaining associated permits and approvals from DNREC; and

**WHEREAS**, until such time that: (i) improvements to the Wolfe Neck RWF are completed; (ii) the County obtains all necessary approvals and permits to receive the Lewes BPW Sewage; and (iii) Turnover of the Lewes Wastewater Treatment (as defined herein) occurs, the County and Lewes BPW will continue to transmit Sewage in accordance with the Flow Agreement between the Parties, as amended; and

**WHEREAS**, once Turnover of Lewes Wastewater Treatment occurs, the Lewes BPW wishes to send its Sewage to the County, and the County wishes to provide wastewater treatment services for the Lewes BPW, subject to the terms and conditions of this Agreement; and

**WHEREAS**, upon Turnover of Lewes Wastewater Treatment, the County and the Lewes BPW shall each continue to own their respective systems and be responsible for the same except as otherwise provided herein; and

**WHEREAS**, for avoidance of doubt, the Lewes BPW retaining responsibility for the Lewes BPW System includes sole responsibility and authority to set rates for Lewes BPW ratepayers utilizing the Lewes BPW wastewater utility service. The Lewes BPW will remain the ratepayer contact, including after Turnover of Lewes Wastewater Treatment, for all matters concerning the Lewes BPW wastewater utility.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, agreements, and stipulations contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS

“Actual Metered Quarterly Flow”: The quarterly sum of individual metered flows of Sewage discharged from the Lewes BPW System to the County System for treatment at the Wolfe Neck RWF.

“County System”: The infrastructure owned, operated, and maintained by the County, including the Wolfe Neck RWF and an associated collection and transmission network used to convey Sewage to the Wolfe Neck RWF.

“Greenfield Condition”: A state in which the property is returned to an undeveloped condition substantially similar to its condition prior to development, meaning free of all buildings, foundations, footings, utilities, and other above-ground and below-ground improvements, as well as free of all hazardous substances, debris, grading alterations, and other improvements, such that the property is suitable for general, unimproved land use.

“Lewes BPW Reimbursement”: The payments owed by the Lewes BPW to reimburse the County for twenty percent (20%) of the actual costs incurred for the Wolfe Neck RWF Upgrades (as defined per Exhibit B, which also includes upgrades to Lewes BPW pump stations 4 and 8 and the demolition and decommissioning of the Lewes BPW WWTF, including restoration of the land), subject to a maximum total obligation of \$40.0 million per Section 17.

“Lewes BPW Share”: The quarterly share of the Operating Maintenance and Replacement Expenses of the Wolfe Neck RWF incurred by the Lewes BPW based upon its Actual Metered Quarterly Flow, plus the EDU based unmetered flow adjustments, discharged from the Lewes BPW System to the County System.

“Lewes BPW System”: The infrastructure owned, operated, and maintained by the Lewes BPW, including the Lewes BPW WWTF and an associated collection and transmission network used to convey Sewage to the Lewes BPW WWTF.

“Lewes BPW WWTF”: The Howard Seymour Water Reclamation Facility currently owned, operated, and maintained by the Lewes BPW.

“Operating, Maintenance and Replacement Expenses of the Wolfe Neck RWF”: The expenses for the transmission and treatment services rendered by the County at the Wolfe Neck RWF that are summarized in EXHIBIT A.

“Sewage”: Untreated sanitary sewage and wastewater.

“Turnover of Lewes Wastewater Treatment”: The date at which time the USEPA concurs with DNREC’s request to transfer Lewes BPW’s waste load allocation in the Lewes and Rehoboth Canal from the Lewes BPW to the County.

“Wolfe Neck RWF”: The Wolfe Neck Regional Wastewater Facility. The wastewater treatment facility owned, operated, and maintained by Sussex County.

“Wolfe Neck RWF Upgrades”: The improvements to the Wolfe Neck Regional Wastewater Facility contemplated under this Agreement and summarized in EXHIBIT B.

## ARTICLE II

### **DESCRIPTION OF FACILITIES**

1. The Recitals set forth above are incorporated herein and made a part hereof.
2. The County shall diligently pursue, complete, and obtain all studies, designs, approvals, and construction necessary to upgrade the Wolfe Neck RWF to treat all Sewage discharged from the Lewes BPW System consistent with this Agreement, along with other related construction, demolition, and improvements. These capital improvements are summarized in



EXHIBIT B, which is incorporated herein by reference, (the “Wolfe Neck RWF Upgrades”), and include the conversion of the existing lagoon system to an enhanced treatment system and the demolition and decommissioning, including site restoration of the Lewes BPW WWTF to a Greenfield Condition. Time is of the essence in completing the Wolfe Neck RWF Upgrades.

3. The Wolfe Neck RWF shall be designed and constructed to treat up to a maximum **annual average** daily flow of 4.0 million gallons per day (MGD) of Sewage. The County may not expand the treatment design capacity into the Lewes – Rehoboth Canal, which is based on the transfer of the waste loads under Lewes BPW’s current NPDES Permit DE 0021512, unless both Parties agree to such expansion in writing. Nor may the County alter, expand, shrink, or otherwise improve the Wolfe Neck RWF without the Lewes BPW’s express written consent where such alteration, expansion, contraction, or improvement will adversely impact the calculation for determining the actual amount owed by the Lewes BPW for wastewater treatment services per the Lewes BPW Share (as defined herein Section 15).

4. The Lewes BPW shall be entitled to transmit up to a maximum **annual average** daily flow of 0.80 MGD of Sewage to the Wolfe Neck RWF and the County agrees to reserve treatment capacity for said transmitted Sewage in the Wolfe Neck RWF. At any time prior to approval of the municipal bond referenced in Section 17, Lewes BPW may request additional treatment capacity beyond 0.80 MGD, which request shall not be unreasonably denied subject to adjustment to Lewes BPW’s pro rata payment in accordance with Section 17. After approval of said municipal bond, Lewes BPW may purchase additional treatment capacity for an amount equal to the then applicable County-wide unified sewer service charge established by County Council during the annual Sussex County budget process, or as otherwise mutually agreed to by the County and the Lewes BPW.

5. Lewes BPW agrees to transfer the waste loads included under its current NPDES Permit DE 0021512 to the Wolfe Neck RWF upon approval by the USEPA and DNREC as required (the “Turnover of Lewes Wastewater Treatment”). The County shall then begin accepting the Sewage from the Lewes BPW System for treatment.

6. Following the Turnover of Lewes Wastewater Treatment, the County agrees to receive in the County’s System the Sewage discharged from the Lewes BPW System and to thereafter transmit and treat said Sewage in the County’s System subject to the terms and conditions stated herein. The County shall treat Sewage to a degree sufficient to enable the final effluent to comply with the County’s to-be-obtained NPDES Permit.

7. The Biosolids Handling Agreement between the Parties dated May 16, 2017 and the Flow Agreement, as amended, concerning shared Sewage treatment shall both terminate upon Turnover of Lewes Wastewater Treatment.

8. Prior to Turnover of Lewes Wastewater Treatment, the County will integrate into the County SCADA system Lewes BPW lift stations 3, 6, and 7, in addition to Lewes BPW pump stations 4 and 8.

### **ARTICLE III**

#### **TERM OF AGREEMENT**

9. The term of this Agreement shall be twenty (20) years, commencing upon the Effective Date and terminating twenty (20) years thereafter. This Agreement shall automatically renew for additional five (5) year terms in perpetuity unless the Lewes BPW chooses not to renew the Agreement. The Lewes BPW must notify the County in writing via first class U.S. mail of its intention to not renew the Agreement no later than one (1) year prior to this Agreement’s expiration or the expiration of any subsequent renewal term.

10. Time is of the essence with respect to the obligations of the County as the sole party responsible for completion of the Wolfe Neck RWF Upgrades resulting in the timely Turnover of Lewes Wastewater Treatment. In addition, either the Lewes BPW or the County may terminate this Agreement, in their respective sole discretion, within thirty (30) days of the study phase conclusion, meaning receipt of the Lewes and Rehoboth Canal evaluation, confirmation of the associated NPDES discharge point selection, and final determination of treatment technology. No reimbursement or payment shall be required from or to either Party following such termination. Furthermore, Lewes BPW and the County commit, within thirty (30) days of conclusion of the publicly advertised construction bid process, to convene a public bid review meeting before the County proceeds with any of the contract awards.

#### **ARTICLE IV**

#### **RESPONSIBILITIES**

11. Subject to reimbursement from the Lewes BPW for a portion of associated costs under Sections 15, 16, and 17 herein, the County shall be responsible for the Wolfe Neck RWF Upgrades, which includes associated studies, permits, and construction, and for the subsequent operation of the Wolfe Neck RWF. For avoidance of doubt, the Parties acknowledge and agree that the Lewes BPW shall have no responsibility for, or liability concerning, the construction and operation of the Wolfe Neck RWF, except for paying its share of associated costs pursuant to Sections 15, 16, and 17 herein.

12. For avoidance of doubt, subject to reimbursement from the Lewes BPW for its portion of associated costs under Section 17 herein, the County shall also bear full responsibility for decommissioning and demolishing (including restoration of the area to a Greenfield Condition) the Lewes BPW WWTF, including all permits, construction, and liability. Restoration shall

include, but not be limited to, removal of all above-ground and below-ground improvements, backfilling, regrading, and compacting the surface to a stable, level condition consistent with surrounding topography, remediation of any environmental condition caused during the property's use for the Lewes BPW WWTF, and reseeding and stabilizing the surface as reasonably necessary to prevent erosion.

13. Each party shall properly operate and maintain cooperatively its respective Systems, and in the case of the County, including the Wolfe Neck RWF, in good and efficient operating condition and in compliance with all permits and applicable laws, regulations, orders, standards, and policies.

14. The County agrees to remedy any spills or discharges in the Lewes BPW System which are the result of issues in the County System, including but not limited to by assisting the Lewes BPW with a mitigating emergency response or a permanent repair associated with said spill or discharge.

## ARTICLE V

### **BILLING AND PAYMENT**

15. Following Turnover of Lewes Wastewater Treatment, the Lewes BPW shall pay quarterly for its proportionate share of those transmission and treatment services rendered by the County summarized in EXHIBIT A, which is incorporated herein by reference, (the "Operating Maintenance and Replacement Expenses of the Wolfe Neck RWF") that are incurred in the previous quarter based upon its Actual Metered Quarterly Flow, plus the EDU based unmetered flow adjustments (see Sections 25 and 26), discharged from the Lewes BPW System to the County System (the "Lewes BPW Share"). Such share shall be determined by dividing the Actual Metered Quarterly Flow, plus the EDU based unmetered flow adjustment, discharged from the Lewes BPW



System to the County System by the total gallons metered quarterly as received at the Wolfe Neck RWF and multiplying that factor by the budgeted Operating Maintenance and Replacement Expenses of the Wolfe Neck RWF. The County shall compile an annual reconciliation billing for the Operating Maintenance and Replacement Expenses based on the actual incurred costs for said fiscal year. The Lewes BPW Share shall also include a flat fee payment to cover indirect salaries related to the County-provided transmission and treatment services (the “Administration Fee”). The Administration Fee shall be \$6,250 each quarter for at least the first full year following Turnover of Lewes Wastewater Treatment. Thereafter, beginning January 1 after one full calendar year, the Administration Fee shall be adjusted each calendar year based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for all items from the prior year. For example, if Turnover of Lewes Wastewater Treatment occurs in October 2030, then the quarterly Administration Fee will be \$6,250, pro rated, until January 2032, at which point it will increase by the percentage increase in CPI-U during the most recently reported full year.

16. Notwithstanding anything herein to the contrary, the Lewes BPW Share for any given quarter, and any given County fiscal year, shall not exceed a maximum of twenty-five-percent (25%) for the first five (5) years following Turnover of Lewes Wastewater Treatment. Beginning in year six (6), the Lewes BPW Share for any given quarter, and any given County fiscal year, shall not exceed twenty-percent (20%) of the Operating Maintenance and Replacement Expenses.

17. Lewes BPW shall reimburse the County for twenty percent (20%) of the actual costs incurred for the Wolfe Neck RWF Upgrades. This twenty-percent payment is known as the “Lewes BPW Reimbursement”. The County intends to secure funding for the Wolfe Neck RWF Upgrades through a municipal bond. The Lewes BPW shall have no obligation to make any

payment towards the Lewes BPW Reimbursement until after the County obtains approval for said municipal bond. In the first quarterly invoice following approval of said bond, the County shall bill Lewes BPW for its share of the Wolfe Neck RWF costs actually incurred as of the date of said first quarterly invoice, which amount billed shall not exceed three-million-dollars (\$3,000,000.00). The balance of the Lewes BPW Reimbursement, including interest charged per the terms of municipal bond issuance, will be paid via quarterly payments. The County shall have the sole discretion to structure the municipal bond advertisement and ultimately the issuance in the best fiduciary interest of both Parties with the longest term not to exceed thirty (30) years. Notwithstanding anything herein to the contrary, the Lewes BPW Reimbursement, excluding any interest, shall not exceed a maximum total of forty-million dollars (\$40,000,000.00).

18. The County shall bill Lewes BPW, for both the Lewes BPW Share and the Lewes BPW Reimbursement, by sending quarterly invoices and an annual reconciliation invoice to Lewes BPW, at 107 Franklin Street, Lewes, Delaware 19958. The Lewes BPW shall pay the invoice within thirty (30) days of receipt, or the next business day if the 30th day falls on a weekend or County holiday. The County shall reimburse the Lewes BPW for any overages identified following an annual reconciliation within thirty (30) days of the annual reconciliation invoice.

19. If Lewes BPW disputes any invoices received from the County, it shall notify the County in writing, within thirty (30) days of receipt of the invoice, as to the amount that is disputed and the basis of the dispute. To the extent Lewes BPW disputes any invoices received from the County, Lewes BPW shall, during the pendency of such dispute, pay the amount billed.

20. To the extent Lewes BPW fails to pay within thirty (30) days after receiving an invoice from the County, the outstanding balance due shall accrue a financing charge in the amount of one percent (1.0%) per month. Upon request by the Lewes BPW, the Parties shall discuss the

matter at the Executive Level Communications meetings set forth in Section 30 prior to the Lewes BPW being required to pay a financing charge.

21. The County shall respond to any billing inquiries from Lewes BPW within a reasonable time, which shall generally be within seven (7) business days.

## **ARTICLE VI**

### **MEASUREMENT OF SEWAGE FLOW**

22. The County will install magnetic flow meters at pump station 4 and 8, recording wastewater volume delivered by the Lewes BPW System to the County System. All measurements of the Lewes BPW's Sewage flow, as required by this Agreement, shall be performed under a monitoring program agreed upon by the General Manager and County Engineer that is conducted by the County and reviewed by the Lewes BPW. The results of all flow measurements shall be evaluated monthly and shall serve as the metered basis of the County's quarterly service charges.

23. The metering devices utilized to measure Lewes BPW's Sewage flow shall be calibrated annually by an independent testing agency at the County's sole cost. The results of calibrations shall be made available to the Lewes BPW. If said calibration reveals a discrepancy greater than five percent (5%), then the quarterly sewer billing to the Lewes BPW shall be adjusted (up or down) on the next billing period immediately following the discovery of the discrepancy. No action shall be taken if the discrepancy is less than five percent (5%).

24. In addition, the County shall provide the Lewes BPW with an adjustment (up or down) for the quarter immediately preceding the calibration if said calibration reveals a discrepancy greater than five percent (5%).

25. The Lewes BPW's unmetered flow contribution shall be limited to the phases of the Whites Pond Meadow Subdivision, Whites Pond Preserve, Henlopen Bluff, and the Gibbs

Commercial property, situated within the corporate limits of the City of Lewes, and any tax parcels located off Old Orchard Road, New Road, and Gills Neck Road as previously agreed upon. Additional unmetered flow contributions may be negotiated between the General Manager and the County Engineer and subject to approval by Lewes BPW.

26. Unmetered flow contributions shall be calculated by multiplying the number of EDUs connected to the County's sewer system by 250 gallons per day. An EDU is considered connected after receiving a Certificate of Occupancy from the appropriate government entity having jurisdiction over land use. Notwithstanding anything herein to the contrary, the Lewes BPW may, at its expense and in its sole discretion, install meters to determine the actual flow for purposes of the Lewes BPW Share under this Agreement. These metering devices shall be maintained by Lewes BPW in accordance with Section 23 and the flow volume shall be added to the measured Lewes BPW's pump station flows determined under Section 22.

## **ARTICLE VII**

### **FUTURE UPGRADES TO WOLFE NECK RWF**

27. Lewes BPW's responsibility for future upgrades to the Wolfe Neck RWF is limited to its proportionate share of those upgrades that are specifically necessary to address NPDES permit compliance requirements. Lewes BPW's proportionate share under this Section shall be calculated based on the Actual Metered Quarterly Flow for the quarter immediately preceding the County's request for reimbursement, which is not to exceed the maximum total percentage share allowed under Section 16. Based on the funding mechanism the County is using to finance the future upgrade, the Parties will mutually agree on the timing and terms of Lewes BPW's proportionate share. For avoidance of doubt, the County shall bear sole responsibility, including associated costs, for any and all future growth-related upgrades to the Wolfe Neck RWF (e.g., to

serve more properties in unincorporated Sussex County), including associated studies, permits, and approvals, and the Lewes BPW shall bear no responsibility to share in the costs of such improvements. Notwithstanding anything herein to the contrary, the Parties may mutually agree to other cost sharing.

## **ARTICLE VIII**

### **OTHER SOURCES OF FUNDING**

28. If the County applies for and receives any other funding provided through the State of Delaware, the federal government, or other grantors, that benefits the County in its rights and obligations hereunder, the Parties agree that prior to the County's acceptance of such funding, the Parties will enter into a separate agreement to address the impact of those funds on this Agreement, if any. For avoidance of doubt, in the absence of unforeseen circumstances or contingencies, the Parties' intention is that the benefit from any such funding shall be attributed to the Parties in accordance with the respective ratios of capacity reserved at the Wolfe Neck RWF for each Party.

## **ARTICLE IX**

### **COOPERATION AND INFORMATION SHARING**

29. The County and the Lewes BPW shall closely cooperate in development of any studies associated with the Lewes – Rehoboth Canal and the evaluations and ultimate selection of technology applied in the design of the Wolfe Neck RWF. Notwithstanding the foregoing, the County shall execute all contracts and be solely and completely responsible for implementing the design and construction of the Wolfe Neck RWF Upgrades, and for the subsequent operation of the Wolfe Neck RWF, subject to reimbursement by Lewes BPW for a portion of associated costs under this Agreement.



30. The Lewes BPW President and County Administrator and their relevant staff shall meet quarterly to receive an update regarding treatment and transmission issues and to otherwise ensure communication and coordination between the Parties (the “Executive Level Communications”).

31. The Parties shall maintain all financial and operational books, records, and supporting documentation related to their functions and services provided under this Agreement. Each Party shall make such records available to the other Party upon ten (10) days’ written request. In addition, upon written request, the County shall provide all metering and qualitative data collected in relation to the operations of the Wolfe Neck RWF. Without limiting the foregoing, upon a Party’s written request, the other Party shall produce any documents necessary to support the methodology, amounts, and other associated issues in connection with the other Party’s calculation of the fees charged under this Agreement. The Lewes BPW may request to conduct, at its own expense, additional sampling, metering, or other tests of the wastewater at the Wolfe Neck RWF, and the County’s approval of such request shall not be unreasonably withheld.

32. The County shall provide Lewes BPW quarterly with a copy of the Daily Monitoring Reports submitted to DNREC for the previous three (3) months for the Wolfe Neck RWF.

33. The County shall also provide Lewes BPW monthly with a mutually agreed upon data summary report concerning operations at the Wolfe Neck RWF.

34. The Parties agree to fully cooperate in all matters pertinent to this Agreement. Notwithstanding any provisions of this Agreement calling for cooperation or receipt of input from the Lewes BPW, nothing in this Agreement is intended to limit the County’s ability to operate the Wolfe Neck RWF as deemed necessary in the County’s reasonable discretion.

## ARTICLE X

### **LAW GOVERNING AND GOVERNMENTAL AUTHORITY**

35. This Agreement shall be governed, construed and interpreted by the Laws of the State of Delaware, without regarding to principles of conflict of laws, and any action brought to enforce any right or obligation under this Agreement may only be brought in the courts of the State of Delaware.

36. This Agreement shall be contingent upon, and subject to, all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from the Delaware Department of Natural Resources and Environmental Control. In addition, the Parties agree to comply with all applicable laws, regulations, permits and policies of the federal, state, county and local authorities in the performance of this Agreement.

## ARTICLE XI

### **MISCELLANEOUS**

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

38. This Agreement supersedes any and all previous agreements and understandings, written or oral, between the Parties hereto concerning the subject matter hereof, except the Agreement for Mutual Operational Assistance dated August 29, 2022 and except as otherwise provided herein, including concerning the Biosolids Handling Agreement dated May 16, 2017 and the Flow Agreement.

39. This Agreement constitutes the entire understanding of the Parties regarding the subject matter hereof, and the Parties acknowledge and agree that there is no other agreement or understanding, written or oral, between the Parties hereto concerning the subject matter hereof, except as otherwise provided herein.

40. No change, modification, revision, or amendment to this Agreement shall be made or enforceable unless such change, modification, revision, or amendment is reduced to a writing duly executed by both Parties hereto.

41. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, and assigns. No third-party beneficiaries to this Agreement are intended.

42. Any notice required to be delivered to or by either party under this Agreement shall be sent via first class US mail. For purposes of this provision, the BPW's address shall be: 107 Franklin Street, Lewes BPW Administration Building, Lewes, Delaware 19958, and the County's address shall be: Attn: Sussex County Engineer, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947.

43. Assignment, subcontracting, or transfers of this Agreement or any part hereof, shall be prohibited, unless both Parties sign a written consent.

44. Any headings used herein are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Agreement.

45. All claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof shall be decided by arbitration presided over by a single arbitrator in accordance with the Rules of the American Arbitration Association unless the Parties mutually agree otherwise. In selecting the arbitrator, the Parties agree to give consideration

to an arbitrator who is a former Delaware federal or state court judge with at least ten (10) years of judicial experience in complex commercial litigation preferably in the United States District Court for the District of Delaware, the Court of Chancery, or the Complex Commercial Litigation Division of the Delaware Superior Court. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other matter, any additional party not a party to this Agreement, except by written consent containing a specified reference to this Agreement and signed by the Parties hereto. Any consent to arbitration involving an additional party or the Parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or the Parties duly consented to by the Parties hereto shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be filed in writing with the other Party to this Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The costs of arbitration shall be split equally; provided, however, that each Party shall bear its own fees and the costs of preparing for and participating in any arbitration.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties to this Agreement have hereunto set their respective hands and seals the day and year first above written.

**BOARD OF PUBLIC WORKS OF THE CITY OF LEWES**

ATTEST:

\_\_\_\_\_  
Print Name:

BY: \_\_\_\_\_ (Seal)  
[NAME]  
President, Lewes BPW

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
[NAME]  
Counsel for Lewes BPW

**SUSSEX COUNTY**

ATTEST:

\_\_\_\_\_  
Print Name:

BY: \_\_\_\_\_ (Seal)  
[NAME]  
President, Sussex County Council

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
[NAME]  
Sussex County Attorney



**EXHIBIT A**

Eligible Operating, Maintenance and Replacement Expenses  
of the Wolfe Neck RWF

The Lewes BPW's proportionate share (per this Agreement) of the following actual expenses (e.g., add the total actual expenses for the below items and the Lewes BPW's proportionate share of this total would be based on its actual flow-based proportionate share, subject to a maximum of 25% of the total actual expenses in years one through five and 20% in year six and thereafter):

- a. Direct Salaries, including benefits and workers compensation, for employees assigned to Wolfe Neck operation, including one (1) Full-Time-Equivalent mechanic and one (1) Full-Time-Equivalent electrician;
- b. SCADA Allocation – 20% of one (1) Full-Time-Equivalent for SCADA staffing;
- c. Vehicle Expenses, including procurement, maintenance, fuel, and insurance for staff assigned to Wolfe Neck and listed under subsection (a) above
- d. Diesel Fuel – specific to Wolfe Neck RWF upon delivery
- e. Chemicals – specific to Wolfe Neck RWF upon delivery
- f. Utilities (including electric, communication, and any future necessary utilities) – specific to Wolfe Neck RWF
- g. Biosolids Disposal –specific to Wolfe Neck RWF upon disposal
- h. Analytical testing – to be identified by specific Wolfe Neck sample code
- i. Insurance – costs applicable to the Wolfe Neck operations
- j. Engineering Services – task orders required for Wolfe Neck operations
- k. Necessary maintenance and repair costs for the Wolfe Neck RWF, County pump station 210 (located at 33881 Wescoats Road), County pump station 196 (located at 35775 Tarpon Drive), Lewes BPW pump station 4 (located at 101 Gills Neck Road in the City of Lewes), and Lewes BPW pump station 8 (located at the south side of American Legion Road in the City of Lewes), including building and plant operational systems, and associated necessary contracts and equipment rentals, but excluding any maintenance and repairs attributable to the County's negligence or misconduct
- l. Required replacement costs for eligible major transmission and treatment equipment at the Wolfe Neck RWF, County pump stations 210 and 196, and Lewes BPW pump stations 4 and 8.
- m. All other expenses not listed in Exhibit A are excluded.

\*OM&R eligible expenses exclude administrative fines

**EXHIBIT B**

Capital Project Scope

- a. Rehabilitation and upgrade of LBPW Pump Stations 4 & 8 (including SCADA upgrades)
- b. SCADA upgrades to Lewes BPW Lift Stations 3, 6 & 7.
- c. Manifolded wastewater transmission system upgrades along Gills Neck Road from Lewes BPW Pump Station 4 & 8 to County transmission system in front of Wolfe Pointe using in part upgraded Lewes BPW water distribution system assets.
- d. Wolfe Neck Regional Wastewater Facility design and construction based on technology evaluation from consultants and subconsultants, with a particular focus on value engineering the ultimate design.
- e. Removal of bottom 18-inches of sludge from Lagoon 2
- f. Electrical upgrades associated with service to the new treatment facility
- g. Effluent conveyance to current point of NPDES discharge or alternate conveyance to Canal.
- h. Howard Seymour Water Reclamation Facility demolition, decommissioning in accordance with State Regulations, and area restoration to Greenfield Condition.
- i. Any professional services contracts awarded by County Council to accomplish the capital projects identified under subsections (a) through (h) above and the professional services scope agreed to under Section 29.

**AGREEMENT FOR WASTEWATER SERVICES**

Between

LEWES BOARD OF PUBLIC WORKS

and

SUSSEX COUNTY

for and on behalf of

SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT

In Connection with

the Transmission and Treatment of Sewage Discharge to/from

the Unified Sewer District Area

This Agreement for Services is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between Lewes Board of Public Works, a chartered utilities board of the State of Delaware (hereinafter referred to as the “BPW”), and Sussex County, a political subdivision of the State of Delaware (hereinafter referred to as the “County”), in connection with the West Rehoboth Sanitary Sewer District Area.

**WITNESSETH:**

WHEREAS, the BPW and the County entered into an agreement dated September 28, 2016 allowing the County to transmit sanitary sewage from the West Rehoboth Sanitary Sewer District Area to the BPW Wastewater Treatment Facility, as defined in Article II below, for treatment and disposal, which was replaced in its entirety by the first revision dated March 28, 2018; the second revision dated January 28, 2019; and the third revision dated August 4, 2022.

WHEREAS, the parties are interested in expanding their mutual cooperation and support, by allowing the County to transmit sewage from the West Rehoboth Sanitary Sewer District Area

to the BPW Wastewater Treatment Facility for treatment and disposal without seasonal restrictions as previously set forth in Article IV, Paragraph B, for impact fees previously paid; and

WHEREAS, the parties desire to reset the rate to reflect the actual increases in operational costs at the treatment facility; and

WHEREAS, the parties desire to reset Article I, Term of the Agreement to match the proposed construction timeline of a planned new treatment facility at Wolfe Neck to be jointly utilized; and

NOW THEREFORE, for and in consideration of the mutual covenants, promises, agreements, and stipulations contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

#### **ARTICLE I - TERM OF AGREEMENT**

Upon the Effective Date of this Agreement, the August 4, 2022 Agreement is hereby terminated and replaced in entirety by this Agreement. The term of this Agreement shall be five (5) years, commencing upon the Effective Date of this Agreement and terminating five (5) years thereafter. If neither party is in default of the Agreement, then this Agreement will be automatically renewed on a year-to-year basis. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate upon Turnover of Lewes Wastewater Treatment, as that phrase is defined and understood in the **DATE** Agreement between the Board of Public Works of the City of Lewes and Sussex County concerning Wastewater Treatment (the “Wolfe Neck RWF Agreement”), subject to payment for services rendered prior to termination as required herein.

#### **ARTICLE II - DEFINITION OF TERMS**

The following terms, as used herein, shall have the following meanings:

A. “Add Alternate” shall mean an additional item of work that is priced separately in bid documents for a construction project and that may be awarded as a part of the construction contract for the relevant project.

B. “Base Flow Volume” shall mean a permitted discharge throughout the calendar year, pro-rated as applicable.

C. “Biological Treatment” shall mean the handling of either party’s sewage by means of biological processes performed within the applicable Wastewater Treatment Facility.

D. “Collection System” shall mean local gravity pipelines and pump station(s) with pressurized pipelines used to convey each party’s respective sewage to the designated Connection Point.

E. “Connection Point” shall mean the mutually agreed upon point of transfer shifting conveyance responsibilities from the County to the BPW or the BPW to the County as appropriate.

F. “Equivalent Dwelling Unit or EDU” shall mean one average sized residential dwelling unit.

G. “Sewage” shall mean water-carried waste from residences, businesses and institutions.

H. “Transmission System” shall mean collector gravity pipelines and pump station(s) with pressurized pipelines used to convey both BPW and County sewage from the applicable Connection Point to the applicable Wastewater Treatment Facility.

I. “Wastewater Treatment Facility” shall mean the applicable treatment plant and any disposal facilities used to treat Sewage, including any future additions, modifications, or improvements thereto.

### **ARTICLE III - SERVICES TO BE RENDERED**

#### **A. Transmission of Sewage**

The BPW and the County each agree to transmit the other party’s Sewage through their applicable Transmission Systems to their applicable Wastewater Treatment Facility downstream of the designated Connection Point. This obligation extends only to construction and operation of the applicable Transmission System and does not include their respective Collection Systems upstream of the Connection Point.

#### **B. Treatment of Sewage**



The BPW and the County agree to treat their respective sewage to a degree sufficient to enable the final effluent to comply with their respective Wastewater Treatment Facility National Pollutant Discharge Elimination System (“NPDES”) Permit.

#### **ARTICLE IV - CHARACTERISTICS AND QUANTITY OF SEWAGE**

The BPW’s and the County’s obligations herein to transmit and treat the respective Sewage is and shall be subject to the following conditions:

A. Quality of Sewage

Sewage will not be acceptable if: (1) upon the addition of said Sewage to the sewage flow entering the applicable Wastewater Treatment Facility, the resulting combined sewage flow is not amenable to Biological Treatment; or (2) the contribution directly and solely results in a violation of standards set in the respective Wastewater Treatment Facility’s NPDES Permit.

B. The County’s Quantity of Flow

The County’s Sewage contributions (with net adjustments as defined in Article V, Section C.) shall be limited to a maximum monthly average daily flow of 450,000 gallons per day for the term of the Agreement unless, in the BPW’s sole and absolute discretion, its Wastewater Treatment Facility experiences an emergency or has a scheduled maintenance function requiring the temporary reduction of flow volume.

C. The BPW’s Quantity of Flow

The BPW’s flow contribution shall be limited to the phases of the Whites Pond Meadow Subdivision, Whites Pond Preserve, Henlopen Bluff, and the Gibbs Commercial property, situated within the corporate limits of the City of Lewes, and any tax parcels located off Old Orchard Road, New Road, and Gills Neck Road as may be agreed upon between the General Manager of the BPW and the County Engineer and approved by the BPW. Additional unmetered flow contributions may be negotiated between the General Manager and the County Engineer and subject to approval by Lewes BPW.

## **ARTICLE V - PAYMENT FOR SERVICES**

### **A. Manner of Payment**

The County shall pay monthly for any and all transmission and/or treatment services rendered by the BPW in the previous month hereunder within thirty (30) days after County's receipt of an invoice from the BPW. Upon the County's failure to pay any invoice so generated, the outstanding balance due upon such invoice shall accrue a financing charge in the amount of one percent (1.0%) per month.

### **B. Rate**

The County agrees to pay the BPW for all of the County's Sewage transmitted and treated by the BPW at the rate of \$5.31 per 1,000 gallons of Sewage flow, as calculated pursuant to Article VI. The rate of \$5.31 per 1,000 gallons shall be applied retroactive to April 1, 2025. The rate shall be adjusted annually on January 1st based on the Consumer Price Index for All Urban Consumers (CPI-U) for all items as published by the US Census Bureau.

### **C. Adjustments**

The BPW agrees to adjust the monthly invoice by deducting the flow volume for any and all transmission and/or treatment services rendered by the County under this Agreement in the previous month. Unless metered data of actual sewage flow volume is available, in which case the actual sewage flow volume data shall be used to calculate deductions under this Section, deductions shall be calculated by multiplying the number of EDUs connected to the County's sewer system by 250 gallons per day. An EDU is considered connected after receiving a Certificate of Occupancy from the appropriate government entity having jurisdiction over land use.

## **ARTICLE VI - MEASUREMENT OF SEWAGE FLOW**

The County's Sewage flow shall be identified per a monitoring program agreed upon by the General Manager and County Engineer that is conducted and paid for by the County and supervised by the BPW. The results of all flow measurements shall be evaluated monthly and shall serve as the basis for the BPW's charges to the County.

The metering device utilized to measure the County's Sewage flow shall be calibrated annually by an independent testing agency. The results of calibrations shall be made available to the BPW. If the calibration reveals a discrepancy greater than 10-percent (10%), then the monthly sewer billing to the County shall be adjusted (up or down) for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within 10% accuracy.

Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy.

#### **ARTICLE VII – CAPITAL IMPROVEMENTS**

A. Except as otherwise provided in the Wolfe Neck RWF Agreement each party shall be responsible for all capital expenses associated with the construction of their respective Collection Systems, including all costs incurred in connecting to the other party's Transmission Systems and for all costs of operation and maintenance associated with said improvements. No sewer infrastructure of any type shall be connected to a Connection Point unless the BPW and the County each review and approve the design and inspect and approve the construction of any such proposed connection.

B. Except as otherwise provided in the Wolfe Neck RWF Agreement, the BPW and the County shall be jointly responsible for all future capital expenses associated with the Transmission Systems and Wastewater Treatment Facilities downstream of the system Connection Points if said improvements are directly attributable to the addition of the County's flow volume to the BPW's Transmission System, or the BPW's flow volume to the County's Transmission System, or both the County's flow volume and the BPW's flow volume to the other party's Transmission System. Responsibility shall be allocated proportionally based on the amount of each party's sewage flow volume.

#### **ARTICLE VIII – WASTEWATER IMPACT FEES**

The County is hereby considered having fully paid the "Treatment and Transmission" portion of the BPW's impact fees for the agreed upon flow volume of 450,000 gallons per day.

#### **ARTICLE IX – PROJECT COOPERATION**

Prior to finalizing any construction bid documents for any future capital projects increasing treatment capacity, the BPW and the County shall jointly develop Add Alternates, if needed, and either party may require an Add Alternate that will be solely funded by the requesting party. Any Add Alternates benefitting both parties shall be awarded by mutual written consent, and the improvements made through Add Alternate(s) shall be paid proportionally by each party. Any Add Alternate benefitting only one party to this Agreement shall be awarded if requested by the benefitting party in writing, and such Add Alternate shall be solely funded by the benefitting party.

#### **ARTICLE X – MAINTENANCE RESPONSIBILITIES**

Each party shall properly operate and maintain its respective Collection Systems, Wastewater Treatment Facilities, and Transmission Systems in good and efficient operating condition and in compliance with all permits and applicable laws, regulations, orders, standards, and policies.

#### **ARTICLE XI – TERMINATION OF SERVICES**

Except as otherwise provided herein, either party may terminate this Agreement upon twenty-four (24) months' written notice to the other party; provided that, notwithstanding any such notice of termination, the County agrees to pay the BPW for any services rendered by the BPW hereunder; and further provided that, notwithstanding any such notice of termination, the County shall reimburse the BPW for the County's pro rata share of any costs incurred by the BPW (less depreciation) for any capital project which, during the term of this Agreement, was undertaken by the BPW for the specific benefit of the County. Notwithstanding the notification period, should the BPW's or the County's facilities experience operating limitations that are likely to result in violations of applicable permits, the acceptance, treatment and disposal of wastewater by the respective parties may be temporarily limited or discontinued.

#### **ARTICLE XII – LAW GOVERNING**

This Agreement shall be governed, construed and interpreted by the Laws of the State of Delaware, and any action brought to enforce any right or obligation under this Agreement may only be brought in the courts of the State of Delaware. The parties to this Agreement further agree

to waive their rights to demand a jury trial in any action that may be brought to enforce any portion of this Agreement. In any such controversy or claim, each party shall bear its own costs and neither party shall be responsible for payment of the other's legal, technical, or other costs of arbitration or litigation.

#### **ARTICLE XIII – GOVERNMENTAL AUTHORITY**

This Agreement shall be contingent upon, and subject to, all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from the Delaware Department of Natural Resources and Environmental Control. In addition, the parties agree to comply with all applicable laws, regulations, permits and policies of the federal, state, county and local authorities in the performance of this Agreement.

#### **ARTICLE XIV – RECORDS AND TESTING**

The parties shall maintain all financial and operational books, records, and supporting documentation related to their functions and services provided under this Agreement. Each party shall make such records available to the other party, upon ten (10) days' written request. In addition, upon written request, each party shall provide all metering or qualitative data collected in relation to the operations of their respective Wastewater Treatment Facilities. Without limitation of the foregoing, upon a party's written request, the other party shall produce any documents necessary to support the methodology, amounts, and other associated issues in connection with the other party's calculation of the fees charged or deducted under this Agreement. Either party may request to conduct, at its own expense, additional sampling, metering, or other tests of the wastewater at the other party's Wastewater Treatment Facility, and the other party's approval of such request shall not be unreasonably withheld.

#### **ARTICLE XV – SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application



of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

#### **ARTICLE XVI – MISCELLANEOUS**

A. With the exception of the Wolfe Neck RWF Agreement, this Agreement supersedes any and all previous agreements and understandings, written or oral, between the parties hereto concerning the subject matter hereof.

B. With the exception of the Wolfe Neck RWF Agreement, this Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, and the parties acknowledge and agree that there is no other agreement or understanding, written or oral, between the parties hereto concerning the subject matter hereof.

C. No change, modification, revision, or amendment to this Agreement shall be made or enforceable unless such change, modification, revision, or amendment is reduced to a writing duly executed by both parties hereto.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns. No third-party beneficiaries to this Agreement are intended.

E. Any notice required to be delivered to or by either party under this Agreement shall be sent via first class US mail. For purposes of this provision, the BPW's address shall be:

Attn.: General Manager, 107 Franklin Street, Lewes BPW Administration Building,  
Lewes, DE 19958,

and the County's address shall be:

Attn: Sussex County Engineer, 2 The Circle, P.O. Box 589, Georgetown, DE 19947.

F. Assignment, subcontracting, or transfers of this Agreement or any part hereof, shall be prohibited, unless both parties sign a written consent.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties to this Agreement have hereunto set their respective hands and seals the day and year first above written.

**LEWES BOARD OF PUBLIC WORKS**

ATTEST:

\_\_\_\_\_(SEAL)  
Name:  
Title:

BY: \_\_\_\_\_(Seal)  
Thomas S. Panetta  
President, Lewes BPW

Date: \_\_\_\_\_

**SUSSEX COUNTY, DELAWARE**

ATTEST:

\_\_\_\_\_(SEAL)  
Tracy Torbert, Clerk of Council

BY: \_\_\_\_\_  
Douglas B. Hudson  
President, Sussex County Council

Date: \_\_\_\_\_

## ENGINEERING DEPARTMENT

MIKE HARMER, P.E.  
SUSSEX COUNTY ENGINEER

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



**Sussex County**  
DELAWARE  
sussexcountype.gov

## Memorandum

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

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

RE: ***Joy Beach Sewer Expansion Phase II, Project 25-03***  
***A. Authorization of an Application for Funding and associated Income Survey***  
***B. Rejection of all Bids***

DATE: January 6, 2026

In August of 2017, County Council authorized the posting of notices for an October 20<sup>th</sup> public hearing regarding the expansion of the Sussex County Unified Sewer District for the Joy Beach Community and properties along Bookhammer and Waterview Roads. As part of the public hearing process, the Happy go Lucky campground on Camp Arrowhead Road was added and County Council approved the expansion on November 7, 2017, by Resolution R 030 17.

In late 2019 sewer service requests along Arrowhead Road were received causing the Department to distribute polling letters. Based on the results County Council held another public hearing on February 18, 2020 for an expansion boundary which included the Cherry Creek Valley mobile home park. The latter has multiple mobile homes connected to common septic system. County Council approved this area expansion on the same day, by Resolution R 003 20

Subsequently a number of properties along Cherry Walk, Pierce and David Drives, all located off Camp Arrowhead Road, expressed interest resulting in a third round of polling letters. Based on these results another public hearing was held on July 30, 2020 and County Council approved this area expansion on August 11, 2020, by Resolution R 009 20 hereby creating the Joy Beach Phase II project together with the previously approved Cherry Creek Valley mobile home park.

The entire sewer expansion area is located directly adjacent to the tidally influenced Cherry Walk Creek. Under the State of Delaware's promulgated Pollution Control Strategy for the Inlands Bays the areas within 1,000 feet of water's edge were to be connected to central sewer under priority I in 2008, making this a high priority expansion.



During the August 13, 2019 Council meeting, the Department explained the terms of State Revolving Fund financing offer associated with the Joy Beach Phase I Sewer Expansion Project. Following the public hearing County Council adopted Ordinance No. 2671 providing for issuance of Sussex County General Obligation Bonds of up to \$5,691,821 to finance or reimburse the County for a portion of costs for design and construction, with an expectation of principal forgiveness up to \$3,396,000 to reduce the principal amount to \$2,295,821 upon project completion.

On June 10, 2025 County Council approved the balancing change order of the Joy Beach Phase I construction contract and granted substantial project completion. This allowed for the compilation of all expenses, including the Phase II, design revealing a shortfall of \$239,058.97. The Finance and Engineering Departments have requested supplemental State Revolving Fund financing in that amount which can be approved administratively by DNREC but will still trigger a subsequent separate Sussex County debt service ordinance. Because the County is interested in closing out Phase I, we cannot seek reimbursement for the bond counsel expenses associated with the supplemental funding.

The Joy Beach II expansion area is comprised of older modest homes part of 1960s subdivisions with dirt roads as well as the Cherry Creek Valley mobile homes park. This is a low-income area, with the non-transient population well below the 2019 county wide Median Household Income of \$57,901 which was used in the original State Revolving Fund application.

At the public hearings for Joy Beach Phase II, the Engineering Department presented an estimated annual cost of \$832, which subsequent user charge increases would bring it to \$900 today. The design and bid are bare bones w/o any paving upgrades and there is no further cost cutting opportunities.

The on-site systems are quite old and compromised, located in a sensitive area of the Rehoboth Bay drainage area similar to the recent Love Creek mobile home park expansion where the University of Maryland, Environmental Finance Center conducted an income survey revealing a Median Household Income of \$44,400.00 well below the 2025 county-wide one of \$85,258.00. Therefore, the Engineering and Finance Departments recommend submitting a standalone application package to the State Revolving Loan Fund supported by a third-party county assisted income survey to document a lower median household income.

Under the 5-year RFP 19-22, for Miscellaneous Engineering Services County Council selected, among others KCI Technologies, Inc. They submitted Amendment No. 1 to their Base Owner-Engineer Professional Services Agreement dated September 10, 2019, for design and bidding services associated with the Joy Beach Phase I Sewer Expansion Project which Council awarded at a not-to-exceed value of \$340,300.00.

Based on the design the Joy Beach Phase I project was advertised and on February 22, 2023, six (6) bids were received. The lowest bidder was Chesapeake Turf, LLC at \$4,758,640.00. During the Department's pre-award debriefing with Chesapeake Turf, the contractor proposed two cost saving means & methods changes and on April 18, 2023, Council approved award to

Chesapeake Turf in the amount of \$4,758,640.00 and Change Order No. 1 in the overall reduction amount of \$63,250.00.

Chesapeake Turf, LLC reached substantial completion for the pressurized system on June 12, 2024, and connection letters were sent to those residences in September 2024. The remainder of the project included installation of gravity sewer within Joy Beach. Because of construction delays, the gravity sewer was planned for installation during the summer of 2024. This was problematic recognizing that Joy Beach has many seasonal residents and construction during this timeframe would create unnecessary hardships. Chesapeake Turf, LLC requested an overall non-compensatory time extension of 226 calendar days and a non-compensatory 90 calendar day contract suspension to cover the summer months. Council approved the request via Change Order No. 2 on April 30, 2024.

After the non-compensatory 90 calendar day suspension, the installation of the gravity sewer and base paving of the of roads within the Joy Beach community were completed by December 21, 2024. Chesapeake Turf, LLC requested a non-compensatory time extension of 115 calendar days to the Substantial Completion and Final Payment dates to permit the paving work to be completed which Council approved via Change Order No. 3 on January 7, 2025.

On June 10, 2025 County Council approved balancing Change Order No. 4 for the Joy Beach Phase I Septic Elimination project, decreasing the contract by \$ 133,687.60 for a final value of \$ 4,561,702.40 as well as granting of substantial completion.

The Engineering Department advertised the public bid for the Joy Beach Phase II Septic Elimination project on October 6, 2025. At the time of Bid Opening on November 5, 2025 a total of eight (8) bids were received with the lowest bid submitted by Pact One, LLC in the amount of \$2,929,600.00. Although the bids were competitive, the County is unable to obtain State Revolving Funds under favorable terms without a supporting median household income survey. In accordance with the Specifications manual of the Bid Documents (Section 00200 Instructions to Bidders, Article 19, 19.01), County Council can exercise the right to reject all bids. Therefore, the Engineering Department requests Council's rejection of all bids received under the Joy Beach Sewer Expansion Phase II, Project 25-03.





**SUSSEX COUNTY GOVERNMENT**  
**GRANT APPLICATION**

*Bethany Beach - Fenwick Island Chamber of Commerce*  
**SECTION 1 APPLICANT INFORMATION**

ORGANIZATION NAME: Bethany-Fenwick Area Chamber of Commerce

PROJECT NAME: 2026 Fire & Ice Festival

FEDERAL TAX ID: 51-0203227 NON-PROFIT: ☒ YES ☐ NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

☐ YES ☒ NO \*IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The Chamber's mission is to develop and implement destination events, participate in advocacy efforts, and provide opportunities for networking, marketing, and education with a goal of improving member success and enhance the quality of life throughout the Quiet Resorts.

ADDRESS: 36913 Coastal Hwy

Fenwick Island

(CITY)

DE

(STATE)

19944

(ZIP)

CONTACT PERSON: Lauren Weaver

TITLE: Executive Director

PHONE: 302-539-2100 ext. 118 EMAIL: lauren@bethany-fenwick.org

**TOTAL FUNDING REQUEST: \$3,000**

Has your organization received other grant funds from Sussex County Government in the last year? ☒ YES ☐ NO

If YES, how much was received in the last 12 months? \$1,000

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? ☐ YES ☒ NO

Are you seeking other sources of funding other than Sussex County Council? ☒ YES ☐ NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 1.2%

**SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM**  
**GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING**

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

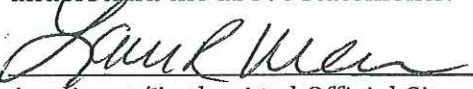
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

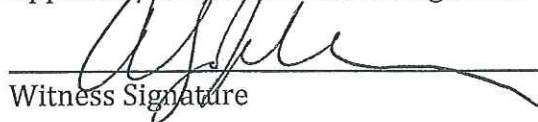
For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

  
\_\_\_\_\_  
Applicant/Authorized Official Signature

  
\_\_\_\_\_  
Witness Signature

**Executive Director**  
\_\_\_\_\_

Title

**12/8/2025**  
\_\_\_\_\_

Date



## SECTION 2: PROGRAM DESCRIPTION

### PROGRAM CATEGORY (choose all that apply)

- |  |   |                                      |
|--|---|--------------------------------------|
| <input type="checkbox"/> Fair Housing                | <input type="checkbox"/> Health and Human Services                | <input type="checkbox"/> Cultural    |
| <input type="checkbox"/> Infrastructure <sup>1</sup> | <input checked="" type="checkbox"/> Other <u>Off-Season Event</u> | <input type="checkbox"/> Educational |

### BENEFICIARY CATEGORY

- |   |  |                                   |
|---|--|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence        | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons            | <input type="checkbox"/> Low to Moderate Income <sup>2</sup> | <input type="checkbox"/> Youth    |
| <input type="checkbox"/> Minority                   | <input checked="" type="checkbox"/> Other <u>Community</u>   |                                   |

### BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

12+, See 2025 Impact Report

## SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

On behalf of the Bethany-Fenwick Area Chamber of Commerce, we are writing to request financial support for the 9th annual Fire & Ice Festival. The Festival will be hosted January 30 to February 1, 2026 featuring an "In the First State" theme in celebration of Delaware's 250th anniversary. Our presenting sponsors in previous years have been the Bethany Beach Ocean Suites, the Town of Bethany Beach, the Town of Millville, and the Town of Ocean View, all of whom have agreed to continue their support this year. The Fire & Ice Festival fulfills a portion of our mission that creates off-season events to increase tourism throughout the state and providing opportunity for expansion, promotion, and growth for the business community. We have been successful in achieving this portion of the mission the previous three years by selling out local hotels and positively impacting the local business community. Retail and restaurant businesses have reported numbers that rival the Fourth of July. Over 15,000 attendees are expected in 2026.

The growth plan of this event over the last 6 years has successfully expanded from Bethany Beach into the neighboring towns of Millville, Ocean View, Frankford, Selbyville, and Fenwick, providing more activities to area guests and residents. All ice attractions, including over 75 sculptures, will be provided by a company called The Ice God, which executes large-scale ice events in D.C., Northern Virginia, and the Baltimore area. With an even larger event in 2026, our desire is to create a more compelling reason for people to travel to The Quiet Resorts in January. With this year's historical theme, the BFACC has secured the partnership of over 10 different historical groups and committees to participate in this year's festival.

The Chamber is requesting financial support of up to \$3,000 to be distributed for additional public safety cost and execution of festival activities happening in each of the towns representing participating businesses. These costs will include Jobs4Blue, safety lights, and a new partnership with mysoberrides.com.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.



## SECTION 4: BUDGET

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	145,000.00
<b>EXPENDITURES</b>	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. <b>(Put amounts in as a negative)</b>	
Personnel	-\$ 10,000.00
Vendor/lce (210 @ ~\$450)	-\$ 94,500.00
Signage/Safety	-\$ 3,000.00
Advertising	-\$ 10,000.00
Entertainment	-\$ 15,000.00
Event Expenses (products, merchandise, rentals)	-\$ 3,000.00
Licensing/Insurance	-\$ 500.00
Featured Events	-\$ 15,000.00
<b>TOTAL EXPENDITURES</b>	-\$ 151,000.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	-\$ 6,000.00

## SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Bethany-Fenwick Area Chamber of Commerce agrees that:  
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.



**SECTION 5: STATEMENT OF ASSURANCES (continued)**

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

  
Applicant/Authorized Official Signature

  
Witness Signature

12/8/2025

Date

12/8/2025

Date

Completed application can be submitted by:

Email: gjennings@sussexcountype.gov

Mail: Sussex County Government  
Attention: Gina Jennings  
PO Box 589  
Georgetown, DE 19947

## Wendy Lobato

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**From:** notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE <notifications@d3forms.com>  
**Sent:** Thursday, December 4, 2025 9:49 PM  
**To:** Wendy Lobato  
**Subject:** Form submission from: Council Grant Form

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

### ***Council Grant Form***

<b>Legal Name of Agency/Organization</b>	Skeeter Strong Foundation
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<b>Project Name</b>	Skeeter Strong Foundation
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<b>Federal Tax ID</b>	934002950
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<b>Non-Profit</b>	Yes
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<b>Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)</b>	No
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<b>Organization's Mission</b>	<p>The Skeeter Strong Foundation's mission is to spread advocacy and support to those going through a tough medical journey. Be it in a hospital or a rehabilitation center, we want to be able to help provide support to patients who may lack an advocate or may be unable to speak or care for themselves. In addition, we work to help provide companionship and emotional support to those in these situations. Skeeter was a very kind and giving man. As such, we believe the best way to carry on his legacy is to continue giving forward. We hope this foundation can provide the same consistent support to others that Skeeter received throughout his journey.</p>
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<b>Address</b>	PO Box 53	
<b>City</b>	Millsboro	
<b>State</b>	Delaware	
<b>Zip Code</b>	19966	
<b>Contact Person</b>	Barbara Ann Racine Kerezsi	
<b>Contact Title</b>	President	
<b>Contact Phone Number</b>	4844595310	
<b>Contact Email Address</b>	<a href="mailto:bseng26@gmail.com">bseng26@gmail.com</a>	
<b>Total Funding Request</b>	<del>10000.00</del>	\$2,000
<b>Has your organization received other grant funds from Sussex County Government in the last year?</b>	No	
<b>If YES, how much was received in the last 12 months?</b>	N/A	
<b>Are you seeking other sources of funding other than Sussex County Council?</b>	No	
<b>If YES, approximately what percentage of the project's funding</b>	N/A	

**does the Council  
grant represent?**

**Program Category  
(choose all that  
apply)**

Health and Human Services

**Primary Beneficiary  
Category**

Low to Moderate Income

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

10

Long Neck, Georgetown, Milford, Millsboro, Lewes,  
Rehoboth, Seaford

**Scope**

Our program provides compassionate support to individuals in our community who lack access to essential care and resources. Funding will help us assist those in need with medical-related expenses, including equipment, supplies, and outstanding bills. We also support vulnerable individuals—particularly those who are lonely, homebound, or without family—by covering the cost of wellness checks and personal visits to ensure their safety and emotional well-being. In addition, our program provides supplemental care and supplies to local nursing homes, enhancing the quality of life for residents who may otherwise go without these services. Overall, this program addresses critical gaps in care for underserved community members and aims to improve health, dignity, and quality of life for those who need it most.

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

10,000.00

<b>Description</b>	Supplies
<b>Amount</b>	3,000.00
<b>Description</b>	Permits
<b>Amount</b>	2,000.00
<b>Description</b>	Medical Assitance
<b>Amount</b>	10,000.00
<b>Description</b>	Personsel
<b>Amount</b>	3,000.00
<b>Description</b>	Insurance
<b>Amount</b>	2,000.00
<b>TOTAL EXPENDITURES</b>	20,000.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	-10,000.00
<b>Name of Organization</b>	Skeeter Strong Foundation
<b>Applicant/Authorized Official</b>	Barbara Ann Racine Kerezsi
<b>Date</b>	12/04/2025
<b>Affidavit Acknowledgement</b>	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](mailto:clientservices@d3corp.com) with any questions.



## Wendy Lobato

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**From:** notifications=d3forms.com@mg.d3forms.com on behalf of Sussex County DE  
<notifications@d3forms.com>  
**Sent:** Tuesday, November 18, 2025 3:36 PM  
**To:** Wendy Lobato  
**Subject:** Form submission from: Council Grant Form

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

### ***Council Grant Form***

<b>Legal Name of Agency/Organization</b>	New Coverdale Outreach Mission
<b>Project Name</b>	New Coverdale Outreach Mission
<b>Federal Tax ID</b>	31-1695369
<b>Non-Profit</b>	Yes
<b>Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)</b>	Yes
<b>Organization's Mission</b>	Feed the hungry, clothe the naked and educate the public
<b>Address</b>	22215 Coverdale rd
<b>City</b>	Seaford
<b>State</b>	Delaware
<b>Zip Code</b>	19933
<b>Contact Person</b>	Diane lofland

<b>Contact Phone Number</b>	3026293036
<b>Contact Email Address</b>	<a href="mailto:keilijahjohnson2@gmail.com">keilijahjohnson2@gmail.com</a>
<b>Total Funding Request</b>	2600
<b>Has your organization received other grant funds from Sussex County Government in the last year?</b>	Yes
<b>If YES, how much was received in the last 12 months?</b>	1100
<b>Are you seeking other sources of funding other than Sussex County Council?</b>	Yes
<b>If YES, approximately what percentage of the project's funding does the Council grant represent?</b>	85
<b>Program Category (choose all that apply)</b>	Health and Human Services
<b>Primary Beneficiary Category</b>	Low to Moderate Income
<b>Approximately the total number of Sussex County</b>	1500

<b>Beneficiaries served, or expected to be served, annually by this program</b>	
<b>Scope</b>	There are some underprivileged families that do not qualify for food assistance so we try to purchases turkeys , deer meat and other healthy foods
<b>Religious Components</b>	No one is refused because of religion, nor is religion taught during any events
<b>Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)</b>	0.00
<b>Description</b>	Thanksgiving turkeys
<b>Amount</b>	1,200.00
<b>Description</b>	Food boxes
<b>Amount</b>	300.00
<b>Description</b>	Grounded dear meat
<b>Amount</b>	300.00
<b>Description</b>	Produce
<b>Amount</b>	120.00
<b>Description</b>	Paper/plastic products
<b>Amount</b>	50.00

<b>TOTAL EXPENDITURES</b>	1,970.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	-1,970.00
<b>Name of Organization</b>	New Coverdale Outreach Mission
<b>Applicant/Authorized Official</b>	Diane Iofland
<b>Date</b>	11/18/2025
<b>Affidavit Acknowledgement</b>	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](mailto:clientservices@d3corp.com) with any questions.

**To Be Introduced: 1/6/26**

**Council District 3: Ms. Gruenebaum**

**Tax I.D. No.: 230-7.00-95.00**

**911 Address: 22692 & 22754 Argos Corner Road, Milford**

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

**AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT AND AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AMEND CONDITION “A” OF CONDITIONAL USE NO. 2129 (ORDINANCE NO. 2603) AND CONDITIONAL USE NO. 2235 (ORDINANCE NO. 2773) AND FOR THE ADDITION OF 41 RV PARKING SPACES TO THE EXISTING MINI STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 11.70 ACRES, MORE OR LESS**

**WHEREAS, on the 6<sup>th</sup> day of October 2025, a Conditional Use Application, denominated Conditional Use No. 2612, was filed on behalf of Brian P. Lessard; 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. 2612 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 VI, Subsections 115-22 and 115-39, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2612 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 southeast corner of Argos Corner Road (S.C.R. 14E) and Coastal Highway (Route 1), and being more particularly described in the attached legal description prepared by Bonnie M. Benson, P.A. said parcel containing 11.70 acres, more or less.**

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



**To Be Introduced: 1/6/26**

**Council District 2: Mr. McCarron**

**Tax I.D. No.: 131-15.00-60.00**

**911 Address: 10936, 10968, 10974 & 10890 Leadership Way, Bridgeville**

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

**AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR MULTI-FAMILY DWELLINGS (2 UNITS) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN SUSSEX COUNTY, CONTAINING 50 ACRES, MORE OR LESS**

**WHEREAS, on the 23<sup>rd</sup> day of October 2025, a Conditional Use application, denominated Conditional Use No. 2617, was filed on behalf of John Zotcavage; 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. 2617 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. 2617 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 the on the southeast side of Rifle Range Road (S.C.R. 545), approximately 0.66 mile west of Oak Road (S.C.R. 594) and being more particularly described in the attached legal description prepared by Haller & Hudson said parcel containing 50 acres, more or less.**

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



## Memorandum

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

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

CC: Everett Moore, County Attorney

Date: January 2, 2026

RE: County Council Report for Ord 20-07 Relating to the Future Land Use Map Element of the Comprehensive Plan (Reed Farms)

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The Planning and Zoning Department received an application (C/Z 1923 on behalf of Reed Farms, LLC) for a Change of Zone of Tax Parcels: 235-13.00-29.00, 235-13.00-29.01, & 235-14.00-570.00 from Agricultural Residential Zoning District (AR-1) to Heavy Industrial Zoning District (HI-1). The area of the parcels is 67.31 acres +/-.

As the Future Land Use Map within the adopted 2019 Comprehensive Plan designates the parcels as being within the Low Density Area, which does not permit such HI-1 zoning, a separate request was submitted on March 16, 2020, to enable the County Council to consider the potential revision of the Future Land Use Map element of the Comprehensive Plan to change the designation of the parcels to the Developing Area.

The potential revision was submitted to the Office of State Planning Coordination for PLUS review at the meeting of December 16, 2020. Copies of the State's Comments are available in the paperless packet.

The Planning and Zoning Commission held a public hearing on December 17, 2020. At the meeting of February 25, 2021, the Commission recommended that the County Council adopt the Ordinance for the 8 reasons outlined within the motion (included below).

Below are the minutes from the Planning & Zoning Commission meetings of December 17, 2020, and February 25, 2021.



Minutes of the December 17, 2020 Planning & Zoning Commission Meeting

**Ord. 20-07 - Future Land Use Map**

**AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-13.00-29.00, 29.01 & 235-14.00-570.00**

Mr. Whitehouse advised the Commission that submitted into the record for Ord. 20-07 is a copy of the submission to the State's PLUS review service, a copy of the ordinance and a copy of the exhibit map; that the written response has not yet been received from PLUS review but the State did not raise any objection to the Ordinance and noted that it is contained within Level 4 in terms of the States Spending Strategies; that written comments will be available over the next few weeks; and that in relation to C/Z 1923 submitted into the record is a copy of the Applicant's site plan, a copy of the Applicant's exhibit book, comments from the Sussex County Engineering Department Utility Planning Division, a letter from Delmarva Central Railroad, a copy of the Applicant's DelDOT Service Level Evaluation response. Mr. Whitehouse noted that the Office of Planning and Zoning received three comments in opposition to the Application.

Mr. Robertson asked for clarification regarding the PLUS response. Mr. Whitehouse stated that the PLUS response is only for the Ordinance because it is a Comprehensive Plan Amendment.

The Commission found that Mr. David Hutt was present on behalf of the Applicant, Reed Farms, LLC, that also present are Mr. Richard Reed, Mr. Jim Reed, and Ms. Beverly White, principals in the ownership of the subject properties, Mr. Mark Davidson, principal land planner with Pennoni Group; that many of the factors that apply to the change in the land use map also apply to the change of zone application; that an exhibit notebook was submitted as part of the record; that the properties are located between the Milton Ellendale Highway (Rt. 16) and Gravel Hill Road (Rt. 30); that the presentation is divided into two parts; that the first part will focus on the amendment to the Future Land Use Map and the second part on the rezoning request; that section 4.4 of the 2019 Comprehensive Plan states that Future Land Use Plan is the most influential part of this Comprehensive and goes on to describe the basis for the Future Land Use Plan with seven bullet points; that the fourth bullet point states "to encourage tourism and other responsible commercial and industrial job providers to locate and invest in the County."; that as the Future Land Use Plan seeks to encourage commercial and industrial jobs, it is important to look at other sections of the Plan that also speak to those aspects in Sussex County; that Chapter 9 speaks to the four industrial parks and states "while there are some vacancies in some of these business and industrial parks that should be markets to new employers, the County should also continue to look for new business and industrial sites attractive to businesses looking to locate to the County. Sites that will be most attractive to new businesses are those that have access to utilities (natural gas, fiber optic, etc.) as well as low electric rates."; that the subject property has access to utilities including natural gas which is to the south; that this site is in close proximity to the waste water treatment operated by Artesian; that Chapter 13 is the mobility element in the Comprehensive Plan and section 13.2 describes the County's freight network as being an important part of the County's transportation network as well as the County's economy; that the subject properties have extensive frontage onto roadways which are designated by DelDOT as major collectors; that there is room for an entrance on Route 16 and possibly two entrances on Route 30 in the future; that in addition to having frontage on two collector roads, the southern boundary of the property is adjacent to the Delmarva Central Railroad line; that is mentioned in section 13.2 of the Comprehensive Plan about reducing truck impacts by shifting freight to rail; that

Delmarva Central Railroad has submitted a letter of support for the Application; that Ord.20-07 seeks to change the designation of these three properties on the Future Land Use Map from Low-Density to a Developing Area, which is one of the County's seven Growth Areas; that there are ten factors to consider when deciding if a property should be in a Growth Area; that these factors apply equally to Ord. 20-07 and to the Change of Zone application; that the first factor is proximity to an incorporated municipality; that these three properties are located within one mile of the Town of Milton; that this property is across the street from a Growth Area within the Town of Milton boundary; that properties to the north and to the south are currently designated as being in the growth area on the existing Future Land Use Map of Sussex County; that these properties are also located approximately one half mile from the Town Center Area on the Future Land Use Map and is consistent with properties set forth in the Comprehensive Plan for Developing Areas; that developing areas in the Plan are described as being adjacent to municipal areas; that in the developing area of the Comprehensive Plan it states that portions of the developing area with good road access and few nearby homes should allow for business and industrial parks; that the nearby homes are mostly located on the eastern side of

Gravel Hill Road (Rt. 30); that the second factor to consider to designate a property as being in a Growth Area is the presence of public water and public sewer nearby, that the subject properties are in close proximity to the regional sewer treatment plant; that Artesian has an easement across the subject property so connection would be a simple process; that the third factor for consideration is that public sewer will be available within five years, and this is not applicable as Artesian is already providing public sewer in the area; that the fourth factor is location near a major road or intersection which has been previously addressed; that the fifth factor is the character and intensity of surrounding development including proposed development; that there are a number of commercial businesses in the area; that the sixth factor is location relative to major preserved lands; that adjacent to the north of these properties is a tract of land of more than 500 acres which is in an agricultural easement and serves as part of the waste water disposal for Artesian and homes will not be built on this site in the future; that the seventh factor for consideration for a growth area is the location of water bodies and these properties are not adjacent to water bodies; that the eighth factor for consideration is the location of Agricultural and other protected easements which is similar to the sixth factor which has been addressed; that the ninth factor is the area's environmental character and on these properties there are no wetlands, it is not in an excellent recharge area and it is not in a flood plain; that the tenth factor is how the area ranks according to the Delaware's Strategies for State Policies and Spending Document, Level I, II, III, or IV; that the property is identified as being in Investment IV and the Applicant would submit that because the County designated it as being a Low-Density Area; that adjacent to these properties are areas designated as being in Investment Level II and III; that the consideration of these ten factors supports the placement of these properties in a Growth Area; that it also makes sense because immediately to the south is an Industrial Area and to the north and east is also in a Growth Area as is proposed for this property; that the characteristics that apply to the properties in the Growth Area also apply to the subject properties; that many of the same characteristics will apply to the requested change in zone for the property; that the parcels comprise of 67.31 acres and are currently zoned AR-1 and that the application seeks to change the zone to HI-1; that two of the parcels are unimproved and currently used for agricultural purposes and the third parcel is improved with a residence which would be repurposed or removed from the site depending on the future uses; that these properties can comply with the County Code requirements for the HI-1 zoning district; that the property to the south is zoned LI-2 and to the north properties are zoned C-1; that the properties are surrounded by various zoning categories; that close to these properties the Town of Milton has designated some areas as being in the light industrial area which further demonstrates the nature of this area; that another element for consideration for any change of zone is traffic and when a Service

Level Evaluation request is sent to DelDOT for a rezoning, DelDOT will often indicate that a Traffic Impact Study (TIS) is not required until a subdivision or land development plan is proposed; that many of the letters in opposition stated traffic concerns and Mr. Mark Davidson, Principal Land Planner will address those issues.

Mr. Davidson stated DelDOT will require a TIS when the site plan is submitted for the uses within the property; that DelDOT will require additional right-of-way dedication, 15-foot permanent easement and shared use path on both road frontages; that because these roads are major collector roads, the Applicant will have to bring the roads up to major collector standards; that additional expansion of the roads to include right turn lanes and left turn lanes would be required; that some of the letters of opposition had concerns about the entrance being directly opposite to the entrance to the Pemberton Development; that Section 5.2.2 (D) of the DelDOT Coordination Manual it states that all entrances should be located directly across from an entrance on the opposite side of the roadways; that it goes on to mention sight distances and that entrances are at the discretion of DelDOT and distance from adjacent streets; that there were some concerns about the curve in the road which is close to the proposed entrance; and that DelDOT will require that sight distance is maintained so the shrubbery will have to be cleared and possibly some additional right-of-way dedication.

Mr. Hutt stated that there is the opportunity for interconnectivity with other properties; that the purpose statement for HI-1 in the Sussex County Code states that the “purpose of this district is to provide for a variety of industrial operations but to restrict or prohibit those industries which have characteristics likely to produce serious adverse effects within or beyond the limits of the district”; that this is significant because a concern raised was about the nature of commercial and industrial uses but the purpose specifically states to restrict or prohibit those industries likely to produce serious adverse effects and provides a list of approximately 45 uses or categories of uses that are potentially hazardous and these would require a public hearing before the Board of Adjustment prior to a person getting a site plan approved by the Commission; that one of the benefits of changes to the Future Land Use Map and the change of zone is job creation and specifically jobs beyond the tourism that Sussex County is renowned for located along the Eastern Side of the County; that the tourism jobs are seasonal in nature; that the nature of jobs related to industry are full-time year round jobs; that it is expected that the use created on these properties will require a workforce; that the proximity to the Town of Milton should supply the workforce and create a short commute for workers on this site in the future; that the County has a continual demand to build more homes and workspaces and as development occurs there is less vacant land and less industrial area for that land; that development needs to occur in a way that the County grows in a sustainable manner which is the purpose of the Comprehensive Land Use Plan; that often the word industrial makes people think of a low value area, dirty area, noisy area or some other nuisance type factor, however, there are many new innovations that have created industry that can help grow an area in an economical and green manner; that one example would be distribution warehousing which can be done in green and clean environments; that based upon the Application’s consistency with the properties proximity to industrial and commercial areas both existing and proposed, along with the location along two major roadways and adjacent to a rail line and the other features and characteristics set forth in the presentation, the Applicants asks that the Commission recommend approval of the amendment to the Future Land Use Map as well as the change of zone designation from AR-1 to HI-1; and that the Applicant has proposed Findings of Fact which will be submitted to Staff.

Ms. Stevenson asked if there was a letter from Artesian confirming that they will supply water and



sewer to the site.

Mr. Hutt stated that there is not a letter from Artesian.

Mr. Hopkins stated that he thinks it is an ideal location for an industrial site.

Ms. Wingate stated that one of the opposition letters asked about landscaping on Route 30 to eliminate some of the noise and lighting and asked if that is something the Applicant would be willing to accommodate.

Mr. Hutt that there would be room at accommodate screening and other types of landscaping devices to assist in that process and that the HI-1 zoning district has a large front yard setback.

Mr. Mears agreed with Mr. Hopkins that the subject properties is an ideal location for this type of use.

Ms. Stevenson asked if this could be done as a conditional use instead of change of zone.

Mr. Robertson stated that it is difficult to say that because it would depend on what the individual uses would be but it would not be the best way to go as you would have a number of conditional uses that are not related to each other on the property.

Chairman Wheatley stated that there are not many applications for HI-1 zoning; that the most hazardous use on the list is probably the asphalt plant; that it is on the list of things that could go there; that it is also on the list of things that would require Board of Adjustment approval; that HI-1 zoning is being requested for the entire parcel but portions of the site are being designated for light industrial and questioned why HI-1 is being selected for the entire parcel.

Mr. Hutt stated that HI-1 was being requested because of the features on the property and the proximity to the rail access; that the heavier uses would remain close to the rail line and as you get closer to Route 30 there would be the lighter uses.

Chairman Wheatly asked if the Applicant has had conversations with Artesian about the plans for the site.

Mr. Davidson stated that there are easements on the subject properties and the existing force main is already on the property; that access to that line is granted by Artesian and they will allow the future sewer to be connected to the force main.

Chairman Wheatley asked if LI-1 and LI-2 are permitted in the HI-1 district.

Mr. Robertson stated that both categories are permitted in the HI-1 district.

The Commission found that Mr. Keith Steck spoke in opposition to the Application. Mr. Steck stated that he is not opposed to the Applicant using the land; that heavy industry is not appropriate from a safety perspective or from a development perspective; that they should consider a medical facility, grocery store or other services; that jobs are needed in the area which would come with a medical facility; that an industrial operation is a particular concern due to the proximity to Bakers; that putting

an industrial site is not consistent with the preserved lands in the area; and that it is not consistent with the long-term growth according to the Comprehensive Plan.

The Commission found that Helen Ralston spoke by teleconference in opposition to the Application. Ms. Ralston stated that it was not known about the change to the Future Land Use Map.

Chairman Wheatley explained that it was correctly advertised and that it is procedural that if the zone is changed it is necessary to also change the map as the two things work together.

Ms. Ralston stated that changing this parcel of land to Heavy Industrial would create a substantial change to the rural, agricultural and residential character of this area; that changes to the roadway would require major construction; that it would be extremely disruptive; that it may be a number of years before sewer service will be available; that she objects to the Railroad Spur unloading from Railroad lines as it is a noisy and messy process as it requires heavy equipment and more trucks; and ask the Commission to consider if this operation were to be placed across the street from their property.

The Commission found that Bob Valihura, Esq. spoke by teleconference in opposition to the Application. Mr. Valihura stated that he represents the Pemberton Property Owners Association; that he was prepared to present an argument for his client; that his client has not had the time to go back and speak with the homeowners to decide how they want to proceed; that the Department of Planning and Zoning recommendation changed on December 8 and did not allow him the time to prepare for tonight; that he opposes the Application because he does not know what the position of the Community is; and that a letter was submitted outlining how the change impacts his clients. Chairman Wheatley asked Mr. Valihura to detail the change that he is referencing.

Mr. Valihura stated that the original staff analysis stated that “it could be considered to be consistent with the land use area, zoning and surrounding uses” to “it could be considered to having a degree of consistency with the land use area, zoning and surrounding uses”.

Chairman Wheatley asked the Director of Planning and Zoning to respond to Mr. Valihura’s statement.

Mr. Whitehouse responded that Staff do not make a recommendation but do include a helpful analysis; that different staff members use slightly different wording to convey the same meaning; that there was no intent to change any meaning or analysis to the Application.

Mr. Valihura stated that the language that was chosen alerted him and his clients that there was a change; that he will accept the representation of Mr. Whitehouse as he is the author of the staff analysis; that this does not change the fact that the clients believed that there was a change; and that he would request that the record be held open so he can present his clients position now that he understands that there is not a change in the Department’s position on this Application and would ask for 30 days.

Mr. Robertson stated that the underlying application has not changed; that it has always been HI-1; that it was introduced as an ordinance to HI-1; that it went through PLUS for the rezoning as HI-1; that it was advertised as HI-1; that the notices were mailed out as HI-1; that it was placed on the agenda as HI-1; that there was no fundamental change in circumstances; that just like Mr. Hutt has to make a case that HI-1 is appropriate anyone who has concerns about this must make their best case as to why HI-1 is inappropriate if they are in opposition; that a turn of phrase in a staff report does not affect the fundamental issue at hand; that the record will have to be kept open for the PLUS report for the Future Land Use Map; and that it will be up to the Commission if it is limited to just that or to the rezoning also.

Mr. Robertson reminded those present and those listening online that there will be another public hearing in front of County Council so there will be another opportunity for the public to speak regarding this Application.

Mr. Valihura stated that his client thought there was a change in the Application; that now he understands there was no change; and that he would like the opportunity to be able to submit their position in writing as they are a neighboring community.

The Commission found that Anthony Scarpa spoke by teleconference in opposition to the Application. Mr. Scarpa addressed the comment from Mr. Hutt regarding the utilities on the property; that neither well or sewer is available for this property at this time; that the Artesian wastewater system is not yet constructed; that there are a number of water contamination issues with wells in the area; that if the Applicant plans to use a well and septic system to service this property, that will increase the negative impact existing in the area; that he understands the need for jobs in Sussex County and supports agriculture but the health and well-being of the Pemberton residents should take precedence over industrial development where it can impact the neighborhood; that there was a proposed high density development in the area but it was abandoned when the developer could not get a public water and sewer connection to the site; that he has concerns about the safety of children getting off the bus in proximity to the subject property; that this may cause a precedent and there may be others who will also ask for heavy industry; and that for all these reasons he opposes the rezoning.

The Commission found that Larry DiSabatino spoke by teleconference in support to the Application. Mr. DiSabatino stated that he owns the property zoned high-density that the previous caller referenced; that his development has languished; that jobs are very important to the community and believes that if this Application is approved it will bring jobs to the area; and that there will be restrictions on what can be placed at this site; and that it will bring opportunity to the area and mixed uses to the area.

Upon there being no further questions, Chairman Wheatley closed the public hearing for this application.

At the conclusion of the Public Hearings, the Commission discussed Ord. 20-07. Motion by Mr. Hopkins, second by Ms. Stevenson, to leave the record open to receive PLUS comments and to allow 15 days for the receipt of public comments relating to the PLUS comments following the

announcement of receipt (Receipt of comments will be announced at a future meeting). Motion carried 5-0.

The Commission discussed C/Z 1923. Motion by Ms. Stevenson, seconded by Mr. Hopkins, to defer action for further consideration. Motion carried 5-0.

Mr. Robertson stated that C/Z 1923 will not appear on a future agenda until the record is completely closed for Ord. 20-07.

#### Minutes of the February 25, 2021, Planning & Zoning Commission Meeting

The Commission discussed this application which has been deferred since January 21, 2021.

Ms. Stevenson moved that the Commission recommend approval of Ordinance # 20-07 to amend the Future Land Use Map in the current Sussex County Comprehensive Plan for Parcels 235-13.00-29.00 and 29.01 and 235-14.00-570.00 from a Low Density Area to a Developing Area based on the record made during the public hearing and for the following reasons:

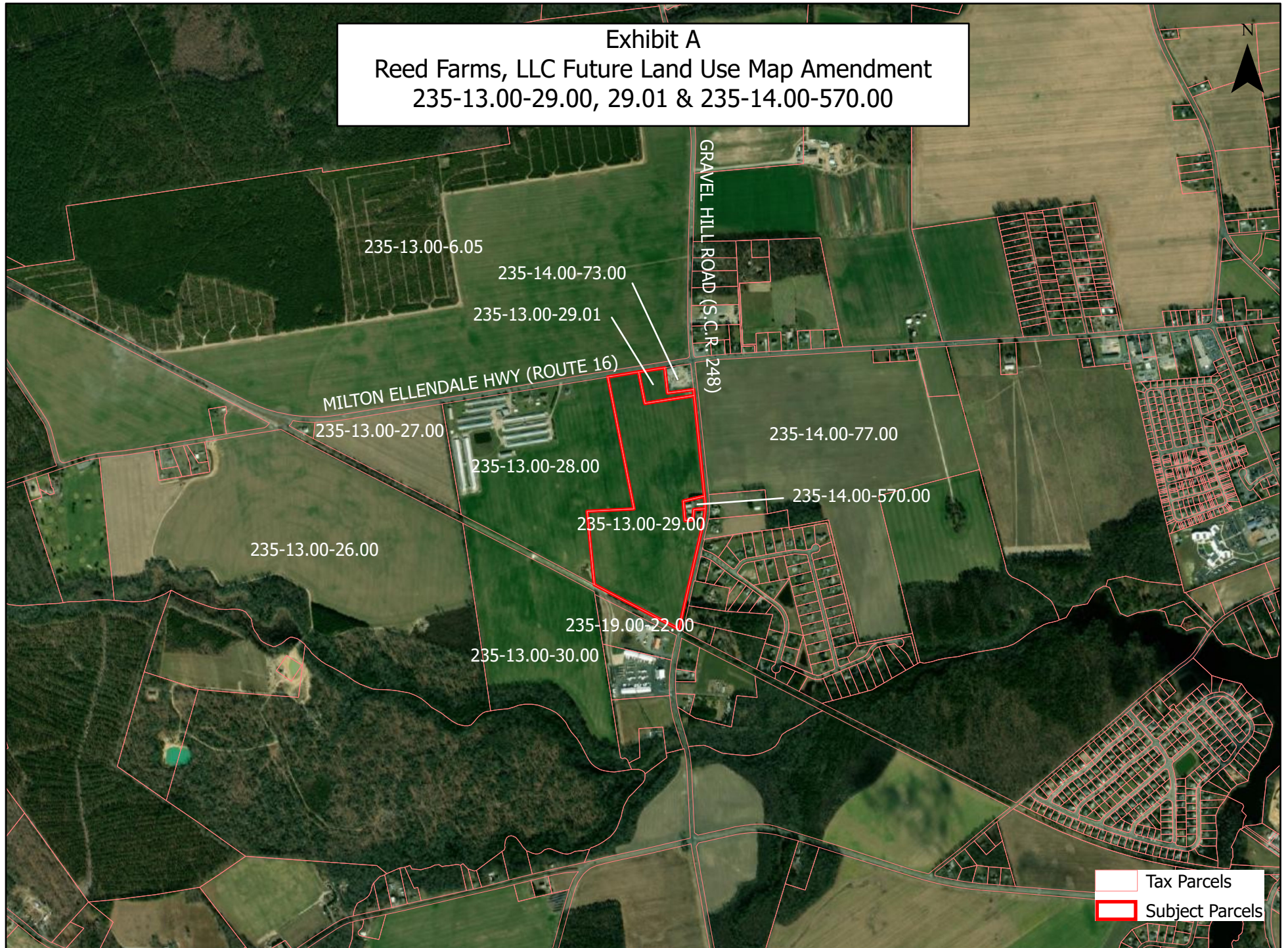
1. The parcel is 67.31 acres of land. The property is currently zoned AR-1.
2. The parcel is designated as being in the Low-Density Area according to the Future Land Use Map.
3. Properties to the east of this Parcel are entirely within the Developing Area. Properties to the south of this Parcel are designated as "Industrial". This revision to a Developing Area on the Future Land Use Map is consistent with the surrounding Map designations.
4. The property has extensive frontage on Route 30, which is designated as a truck route by the State.
5. This revision to the Future Land Use Map will not adversely affect neighboring properties, area roadways or future land-use planning in the area.
6. The Parcel is in close proximity to the intersection of Routes 30 and 16. Given its proximity to this intersection and other properties that have the Developing Area or Industrial classification already, this Map amendment is appropriate.
7. This property has railroad service available to it. This Map amendment promotes the transportation goals in the Sussex County Land Use Plan, which states in Section 13.2.2 that "The County's goods movement (freight) network is an integral component of the transportation network as well as the economy. The main element of the freight network is the roadway system, which carries trucks (motor freight)." The Plan also states that one way of reducing truck impacts on area roadways is to shift more freight to rail, although opportunities to do that are limited. This site presents an opportunity to achieve this goal. This is also supported in the Comprehensive Plan by Goal 13.5, Objective 13.5.1 and the Strategies attached to this Goal and Objective.
8. This revision of the Future Land Use Map is appropriate given the particular circumstances involved at this location. When several factors like these exist, the consideration and approval of an amendment to the Future Land Use Map is appropriate.

Motion by Ms. Stevenson, seconded by Mr. Hopkins and carried unanimously to recommend approval

of Ord. 20-07 Future Land Use Map Amendment for the reasons and conditions stated in the motion.  
Motion carried 4 – 0.

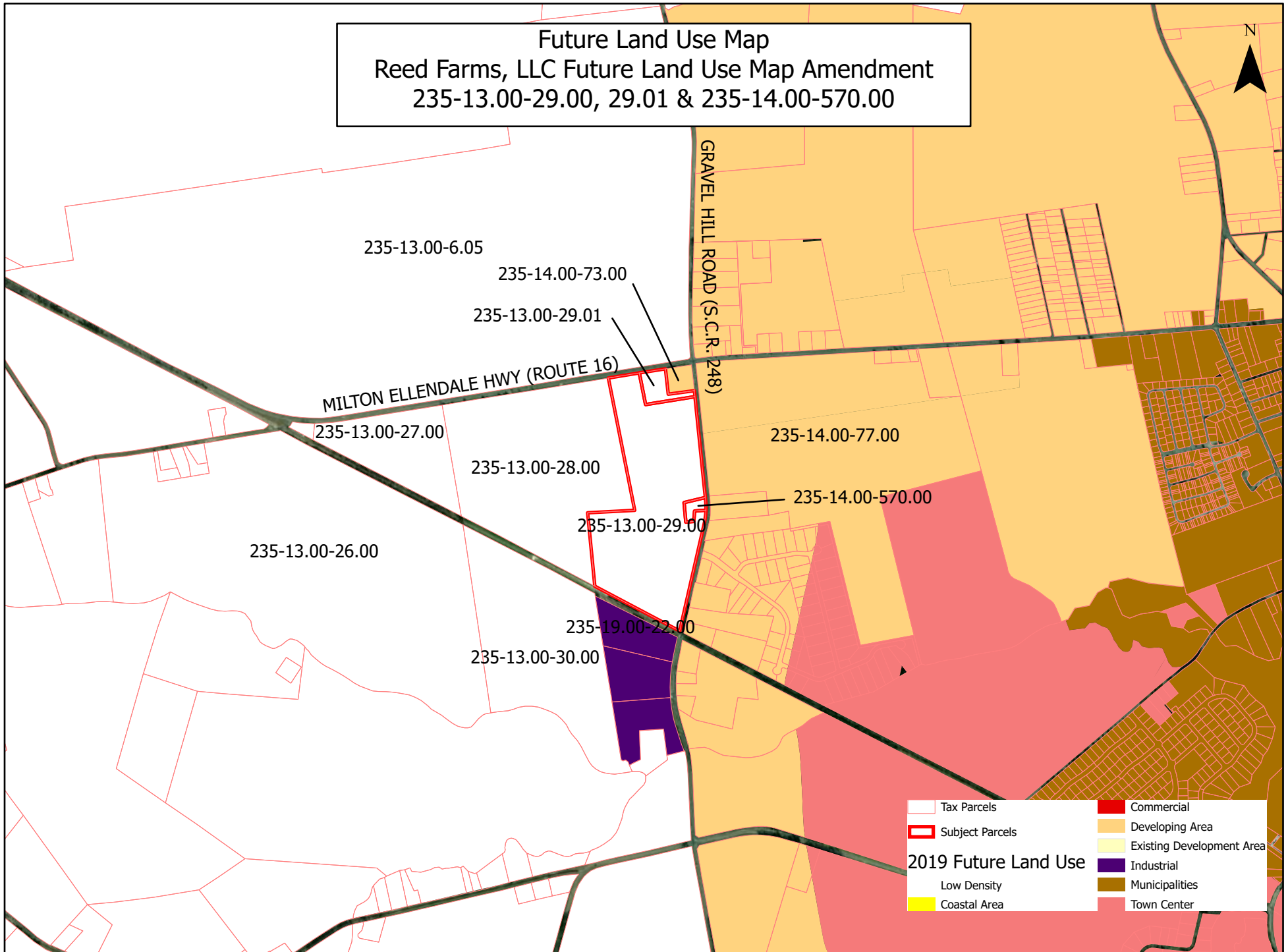


Exhibit A  
Reed Farms, LLC Future Land Use Map Amendment  
235-13.00-29.00, 29.01 & 235-14.00-570.00





Future Land Use Map  
Reed Farms, LLC Future Land Use Map Amendment  
235-13.00-29.00, 29.01 & 235-14.00-570.00



Tax Parcels	Commercial
Subject Parcels	Developing Area
	Existing Development Area
<b>2019 Future Land Use</b>	
Low Density	Industrial
Coastal Area	Municipalities
	Town Center