



Sussex County Council Public/Media Packet

**MEETING:
March 21, 2023**

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**Sussex County Council
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Georgetown, DE 19947
(302) 855-7743**

COUNTY COUNCIL

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



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

MARCH 21, 2023

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes – March 7, 2023

Reading of Correspondence

Public Comments

Presentation – Town of Ocean View – Berzins Natural Area

Todd Lawson, County Administrator

1. Administrator's Report

10:15 a.m. Public Hearing

1. Newdale Acres Extension Annexation into the Sussex County Unified Sanitary Sewer District (Ellendale Area)

Dwayne Kilgo, Director of Information Technology

1. Shenandoah Cable Television, LLC Lease Agreement

Bill Pfaff, Director of Economic Development

1. Great Outdoor Cottages Lease Agreement



Jamie Whitehouse, Director of Planning and Zoning

1. Discussion and possible introduction of a proposed Ordinance related to setbacks and building heights on Through Lots
2. Discussion and possible introduction of a proposed Ordinance related to amenities within residential developments

Mark Parker, Assistant County Engineer

1. T-Hangar Building, Project A22-23
 - A. Award Recommendation
2. Delaware Coastal Business Park Improvements, Project A21-11
 - A. Change Order No. 3

Hans Medlarz, County Engineer

1. EMS Public Safety Building – Project C19-04
 - A. Change Order No. 23
2. South Coastal WRF Treatment Process Upgrade No. 3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2
 - A. General Construction, Project C19-11- Change Order No. 27
 - B. Electrical Construction, Project C19-17 – Change Order No. 22

Grant Requests

1. Autism Delaware for their 25th Anniversary Gala
2. Mariner Middle School (Business Professionals of America) for the MMS Business Professional of America 2023 NLC
3. Georgetown Elementary School (GE Robotics Club) for the VEX IQ Elementary Robotics Challenge World Championships

Introduction of Proposed Zoning Ordinances

Council Members' Comments

11:15 a.m. Recess – Council will recess for a luncheon at the Sussex Conservation District

Location: Sussex Conservation District Office, 23818 Shortly Road, Georgetown

Executive Session – Land Acquisition, Collective Bargaining, & Pending/Potential Litigation pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session items

1:30 p.m. Public Hearings

Ordinance No. 23-03

“AN ORDINANCE TO AMEND CHAPTER 99, § 99-39B.(2)(c) OF THE CODE OF SUSSEX COUNTY RELATING TO THE TIME PERIOD FOR COUNCIL TO RENDER A DECISION ON APPEAL”

Conditional Use No. 2374 filed on behalf of Jose Netto and Karyne Da Silva

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN ESTHETICIAN BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.28 ACRE, MORE OR LESS” (property lying on the west side of John J. Williams Highway [Rt. 24], approximately 0.38 mile southwest of Mulberry Knoll Road [S.C.R. 284]) (911 Address: 20036 John J. Williams Highway, Lewes) (Tax Parcel: 334-12.00-23.00)

Conditional Use No. 2376 filed on behalf of Jose Hernandez

“AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SWIMMING POOL BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 6.56 ACRES, MORE OR LESS” (property lying on the north side of Hollyville Road [S.C.R. 48], approximately 0.28 mile southwest of Harbeson Road [Rt. 5]) (911 Address: 23086 Hollyville Road, Harbeson) (Tax Parcel: 234.10.00-70.03)

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on March 14, 2023 at 4:15 p.m. and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

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

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

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

To join the meeting via telephone, please dial:

**Conference Number: 1-302-394-5036
Conference Code: 570176**

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

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

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MARCH 7, 2023

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, March 7, 2023, at 12:30 p.m., in Council Chambers, with the following present:

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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 113 23
Approve
Agenda**

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

Motion Adopted: 4 Yeas, 1 Absent

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

Minutes

The minutes from February 28, 2023, were approved by consensus.

**Corre-
spondence**

Mr. Moore read correspondence received from Catholic Charities thanking Council for their support.

**Public
Comments**

Public comments were heard.

Ms. Eul Lee spoke about the building boom in Sussex County and GIS software.

Ms. Janet Ambrose, spoke on behalf of the League of Woman Voters of Sussex County. She explained that members of the organization were present at today's meeting to learn and observe.

Mr. Rich Borrasso representing SARG spoke about forests and trees lost and population increases in Sussex County.

**Public
Comments
(continued)**

Ms. Maggie McLaughlin spoke about the Comprehensive Plan when approving subdivisions.

Mr. Jeff King spoke about a subdivision that is going in near the Eagle Crest airport.

Ms. Janet L. spoke about trees and preservation and suggested charging a new resident fee. In addition, she discussed the language in the County Code referencing stormwater ponds.

Ms. Melanie Bernstein spoke about the need for trees.

**Discussion
& Possible
Introduction
Ordinance/
Removal
Procedures**

Mr. Moore discussed an Ordinance relating to the Removal Procedures for Members of Appointed Boards, Commissions & Advisory Committees for Council's consideration.

Mr. Moore explained that at the last meeting, it was requested that he draft a Proposed Ordinance related to removal procedures for members of appointed boards, commissions, and advisory committees. He further explained that this was something that he has been working on for some time. He reported that he looked at the Delaware Code which does reference how you can replace or appoint people who have been removed. However, there is nothing in the code that talks about the removal process itself nor is there anything in the County's code that references it.

Mr. Moore reported that he did have the personnel attorney review the Proposed Ordinance.

**Introduction
of Proposed
Ordinance**

Mr. Hudson introduced a Proposed Ordinance entitled AN ORDINANCE TO ADD A NEW CHAPTER (CHAPTER 30) TO THE COUNTY CODE TITLED "REMOVAL PROCEDURES FOR MEMBERS OF APPOINTED BOARDS, COMMITTEES, AND ADVISORY COMMITTEES".

**Review of
County
Council's
priority
initiatives**

Mr. Lawson reviewed the County Council's priority initiatives that were created for the near future and on-going efforts. The list was developed based on submittals received earlier this year.

Mr. Lawson reviewed the priority and ongoing initiatives. The priority initiatives include County Code updates, Delaware Code updates, DelDOT initiatives and P&Z initiatives. The on-going initiatives include Airport construction & expansion, broadband, business park expansion, Delaware State Police support, EMS support, Fire & BLS support and SC Land Trust & open space acquisition.

For County Code updates, the Subdivision Appeal timing, Solar Farms and Master Plan Zoning Ordinances have all been introduced. The Amenities Standards Ordinance will be introduced later this month. Under consideration items include quality stormwater management, accessory dwelling unit (garage studio) update, tiny homes zoning, through lot and

**Review of
County
Council's
priority
initiatives
(continued)**

corner lot nuances update and pool requirements. In addition, side yard setbacks is a longer-term item.

Under Delaware Code updates, State Code updates are required to address numerous issues related to the property assessment process.

Mr. Lawson then reviewed DelDOT initiatives. DelDOT will be providing an update to County Council on projects later this month. The CTP list was developed this year which is currently soliciting public input. The right of way at Cave Neck, Hudson and Sweetbriar for the FAST Intersection has been identified of what needs to be acquired. DelDOT is committing to construction next year for that project. There are ongoing discussions with DelDOT leadership in reference to the MOU review. Lastly, long term discussion on development funding.

Next, the Planning and Zoning initiatives were discussed. Mr. Whitehouse, Mr. Robertson, and Mr. Lawson have recently discussed development design ideas. These specifically relate to buffer, including open space, forest preservation, superior design, and cluster subdivision standards. A joint workshop with P&Z Commission to discuss trends, observation and needs was suggested. For transfer of development rights, it is believed that a consultant would be needed.

Airport construction and expansion was then discussed. The Phase I design is currently on-going for the parallel taxiway B. A potential start date for the environmental assessment and preliminary engineering for the 4/22 runway extension is this year. The Phase II construction for the parallel taxiway B is estimated to be in 2024.

Mr. Lawson noted that given the amount of federal and state funding dedicated to broadband expansion, it is appropriate to allow the State to lead this initiative.

Mr. Lawson reported that Phase 2 of the DE Coastal Business Park is shovel ready. The County is actively reviewing potential new tenants with a focus on bringing jobs to the Park.

An annual budget consideration for Delaware State Police trooper allocation in Sussex is discussed during the budget process.

For paramedics, annual budget consideration related to staffing, stations, and equipment is discussed during the budget process. In addition, a mental health initiative is currently in progress.

Work will continue with local fire & BLS companies to seek financial agreement compliance. In addition, there are on-going discussions with SC Volunteer Firefighters Association to determine needs.

Mr. Lawson shared that there are several parcels under consideration for

acquisition for open space. Mr. Lawson reported that it is desired to work with the SCLT to establish a MOU for roles and responsibilities.

**Presentation
&
discussion/
County
Code
regarding
development**

Mr. Lawson presented information related to updates to the County Code regarding development.

Mr. Lawson stated that the five broad categories that staff came up with were open space, superior design, subdivision standards, forest preservation and site work. Mr. Lawson then read the definition of Open Space as defined in County Code (§115-4). It reads as follows: “Those land areas within all major residential subdivisions, residential planned communities or developments which have a purpose to provide active and/or passive recreational opportunities, maintain land in a predominantly undeveloped or natural state, including lands used for agricultural purposes, promote conservation, protect wildlife or serve as a buffer between residential and nonresidential areas and/or commercial and noncommercial areas”. Mr. Lawson noted that the definition goes further to list permitted uses as well as what is not permitted.

Mr. Lawson shared a photo and the information of a typical cluster subdivision. In addition, the open space was discussed of what was included and how it would be accessed.

Mr. Robertson discussed superior design requirements for cluster subdivisions. Mr. Robertson reported that additional options that allow flexibility and better design and a yield plan to illustrate the number of dwelling units could be considered. In addition, it was suggested to review the perimeter buffer sizes and developing perimeter buffer protection. In addition, review rolling berm and solid fence options for buffer options between developments and the minimum lot sizes for cluster subdivisions.

Mr. Robertson explained that the current language for Subdivision approval states the Commission shall consider a list of seventeen items. The current language and lists needs to be reviewed and updated so it is clear that an application satisfies the criteria.

Mr. Whitehouse discussed forest preservation and site work requirements. First, it was pointed out to consider additional incentives and options that allow flexibility and better design to encourage forest preservation. Also, consider a forest assessment prior to site work. In addition, develop protections to the existing wooded areas designated as perimeter buffers and protections to the property during the land use process (post-application). Mr. Whitehouse shared photos of existing woods near distributed perimeter buffer and an example of a planted perimeter buffer.

Mr. Lawson discussed the next steps.

**Adminis-
trator’s**

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

Report

1. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, High Point Preserve (f/k/a Assawoman Lakes & Evergreen) Plan Approval & Construction Record - received Substantial Completion effective March 2nd.

2. County Meeting Schedule

A reminder that Council will not meet on March 14th. The next regularly scheduled Council meeting will be held on Tuesday, March 21st, at 10:00 a.m.

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

IB Irrigation Pump Replacement

Hans Medlarz, County Engineer presented a recommendation for award for IB Irrigation Pump Replacement, Project M23-07 for Council's consideration.

M 114 23 Award IB Irrigation Pump Replacement

A Motion was made by Mr. Hudson, seconded by Mr. Rieley, be it moved based upon the recommendation of the Sussex County Engineering Department, that contract M23-07, Irrigation Pump Replacement, be awarded to A.C. Schultes, for their total bid of \$98,941.00.

Motion Adopted: 4 Yeas, 1 Absent

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

DE Coastal Airport/Contract Extension & Cost Adjustment

Hans Medlarz, County Engineer presented a contract extension and cost adjustment for the Delaware Coastal Airport/Business Park and miscellaneous property maintenance for Council's consideration.

M 115 23 Approve Contract Extension & Cost Adjustment

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, that be it moved based upon the recommendation of the Sussex County Engineering Department that the Eastern Sussex Property Maintenance contract be increased by \$36,000.00 for inclusion of the sediment removal from the drainage ditches at the business park.

Motion Adopted: 4 Yeas, 1 Absent

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

Grant Request

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

M 116 23 **A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer to give American Legion Post 8, Inc. for placement of flags for veterans.**
American Legion Post 8, Inc.

Motion Adopted: 4 Yeas, 1 Absent

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

Introduction of Proposed Ordinances **Mr. Hudson introduced a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR-RPC MEDIUM DENSITY RESIDENTIAL – RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AN MR-RPC MEDIUM DENSITY RESIDENTIAL – RESIDENTIAL PLANNED COMMUNITY DISTRICT TO AMEND THE CONDITIONS OF APPROVAL OF CHANGE OF ZONE NO. 1474 (ORDINANCE NO. 1572) RELATING TO THE REQUIREMENT TO PROVIDE A PARK AND RIDE FACILITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 303.00 ACRES, MORE OR LESS” filed on behalf of Peninsula Lakes, LLC.**

Mr. Rieley introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SOLAR FARM TO BE LOCATED ON A PORITON OF CERTAIN PARCELS OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 43.27 ACRES, MORE OR LESS” filed on behalf of Consolidated Edison Development, Inc.

Mr. Hudson introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PERSONAL TRAINING & MARTIAL ARTS SCHOOL TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.23 ACRES, MORE OR LESS” filed on behalf of Noel Bowman.

The Proposed Ordinance will be advertised for Public Hearings.

Council Member Comments **Mr. Hudson made a comment to clarify something from last week’s meeting. During last week’s meeting, he asked Mr. Moore to draft an Ordinance for the Council to be able to remove someone from a board or commission. He stated that this does not stem from something recent; it came from last year and prior to last year. Mr. Hudson stated that on Friday morning, Mr. Jordan Warfel, a member of the Board of Adjustments went on two radio stations and spoke about this. In addition, in one of his interviews, Mr. Warfel stated that Council discussed the form and one of the Council members expressed a desire to remove him from the**

Board. Mr. Hudson stated that is totally fabricated; it was never said, and his name was never brought up. Mr. Hudson added that Mr. Warfel has never been on the radar.

Rules

Mr. Moore read the rules and procedures for public hearings.

**Public
Hearing/
CU2370**

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 AMENDMENTS TO CONDITIONAL USE NO. 1334 (ORDINANCE NO. 1383) TO ALLOW FOR AN ADDITIONAL COMMERCIAL BUILDING FOR STORAGE AND OPERATIONS OF A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.93 ACRES, MORE OR LESS” (property lying on the north side of Four of Us Road, approximately 234 feet west of Hollyville Road [S.C.R. 48]) (911 Address: 28816 Four of Us Road, Harbeson) (Tax Parcel: 234-10.00-12.09) filed on behalf of William D. & Carol Emmert

The Planning & Zoning Commission held a Public Hearing on the application on January 26, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the application for the 7 reasons stated and subject to the 10 recommended conditions as outlined.

(See the minutes of the Planning & Zoning Commission dated January 26, and February 9, 2023).

Mr. Jamie Whitehouse, Planning and Zoning Director, presented the application.

The Council found that Mr. Blake Carey, with the Smith Firm, LLC, spoke on behalf of the Application; that also present was Mr. William D. Emmert; that the property is located on the northerly side of Four of Us Road, being west of Hollyville Rd. in Harbeson; that the Applicants acquired the property in approximately 2000; that the property is roughly 3.93 acres; that around the time of acquisition, the Applicants did seek a Conditional Use; that a Conditional Use was granted for C/U 1334, which became Sussex County Ordinance No. 1383; that Ordinance 1383 allowed for two buildings to be located on the property; that one building was permitted for storage related to the Applicant’s auction business, known as Emmert Auction Associates; that the other building was permitted for a landscaping business; that thereafter the approval, the first building was constructed on the western side of the property; that building was utilized and continues to be utilized by the Applicant for the auction business; that the Applicant sought a permit for the construction of the second building; that the second building is existing and currently constructed; that the second building was utilized as a residential construction business; that Ordinance 1383 allowed for a landscaping business; that Sussex County informed the Applicant to

**Public
Hearing/
CU2370
(continued)**

inform them that they would need to apply for a Conditional Use to allow for the construction business; that currently there is no retail sales or manufacturing take place in the building; that the current Conditional Use request is related only to the proposed use for the second building on the property; that no retail sales are proposed at the building; that manufacturing would not take place at either building on the property; that the Applicant does propose hardscaping and residential hardscaping materials and equipment, along with portable dumpsters for rent; that the parking for the employees is located at around the second building; that the parking well within the setbacks; that the other properties located along Four of Us Road, consist of additional buildings used for the storage of vehicles and vehicle mechanical work; that Parcel 12.11, located to the west, is utilized for a large scale landscaping/maintenance business; that water for the property is served by a private well; that waste water is served by private septic; that the property is located in the AR-1 (Agricultural Residential) Zoning District; that the Conditional Use request is to allow the second building to be located on the property, and for the second building and the area surrounding it to be utilized for a residential construction business; that the residential construction business would include an office to be located within the second building, employee parking to be located around the second building, the storage of equipment and materials to be located within and outside of the second building; that the request would also include the storage of the portable rental dumpsters to be located on the property; that the proposed Conditional Use is similar in character of the surrounding area and properties along Four of Us Road; that nearby properties of the site, include several storage buildings and other businesses, which include other construction related businesses; that located within a one mile radius, are other professional services with contractor storage have been permitted via Conditional Uses for AR-1 zoned properties; that the proposed use would have no adverse impact on the character or property values of the surrounding area; that DelDOT confirmed a Traffic Impact Study (TIS) was not required; that the AR-1 property is located within a Low Density area, per the Comprehensive Plan; that the proposed use is not an intense commercial use and is not large in scale; that due to this, the proposed use is permissible according the Comprehensive Plan; that the Staff Analysis concluded that subject to considerations of scale and impact, a Conditional Use to allow for an amendment of Ordinance 1383, could be considered consistent with land use area zoning and surrounding uses; that the proposed use is for residential construction, not commercial construction, therefore not involving large-scale operations; that the proposed use will benefit the health, safety and welfare of existing and future Sussex County residents; that the proposed use will benefit and address the needs of residential and agricultural owners, by providing convenient services to neighboring properties and residents of Sussex County; that permitting the use will increase competition within the residential construction setting, which is beneficial to County residents, healthy for the economy and a benefit to the public itself; that similar properties are hard to come by, or too expensive, along commercial areas; that this creates stifling of small businesses to survive in the area; that the

**Public
Hearing/
CU2370
(continued)**

use will not impact nearby properties or roadways; that the second building and its uses will be generally be shielded from Hollyville Rd. by existing tree lines; that there is existing fencing around the property that the proposed use would not generate any significant noise or construction equipment; that equipment would only be utilized when mobilizing to sites to perform hardscaping installs; that the Application is consistent with Code requirements for a Conditional Use; that the proposed conditions that the Planning and Zoning Commission set forth have been reviewed; that no retail would be conducted at the site; that all exterior lighting shall be downward screened so it does not shine on neighboring properties.

There were no public comments.

The Public Hearing and public record were closed.

**M 117 23
Adopt
Ordinance
No. 2909/
CU2370**

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer to Adopt Ordinance No. 2909 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AMENDMENTS TO CONDITIONAL USE NO. 1334 (ORDINANCE NO. 1383) TO ALLOW FOR AN ADDITIONAL COMMERCIAL BUILDING FOR STORAGE AND OPERATIONS OF A CONSTRUCTION BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 3.93 ACRES, MORE OR LESS” filed on behalf of William D. & Carol Emmert for the reasons and conditions given by the Planning and Zoning Commission as follows:

1. Ordinance No. 1383 approved C/U 1334 as “a storage building for an auction company (no retail) and a storage building for a landscaping business (no retail)”. This approval was granted by Sussex County Council on June 27, 2000.
2. The existing Conditions of Approval limited the use of the building that was included on the Site Plan at the time.
3. The Applicant has operated its business, along with a landscaping company, for many years without issue. The Applicant now seeks to expand the use to allow another building on the site along with outside storage. The Applicant testified that there is a need for this additional space to support these types of uses in this part of Sussex County.
4. This site is located on a private road known as “Four of Us Road” where other similar business and commercial uses and buildings exist. The additional uses, buildings, and storage will be consistent with this small business neighborhood.
5. The additional storage building will be located more than 400 feet from Hollyville Road and the nearest dwelling.
6. This proposed amendment will not adversely affect the neighborhood or area roadways.
7. No parties appeared in opposition to this application.

**M 117 23
Adopt
Ordinance
No. 2909/
CU2370
(continued)**

- 8. This recommendation is subject to the following amended conditions to C/U 1334, codified as Ordinance No. 1383:**
- a. Two buildings shall be permitted on this site, including the one approved in 2000 and the additional one that is the subject of this application.**
 - b. The use of the buildings shall be limited to storage and offices for an auction company, landscaping company, or construction company.**
 - c. Outside storage shall be permitted in conjunction with the permitted uses for an auction company, landscaping company, or construction company.**
 - d. No retail sales shall be permitted on the site.**
 - e. Any security lighting shall be directed downward so that it does not shine on neighboring properties or roadways.**
 - f. All dumpsters shall be screened from the view of neighboring residential properties. The locations of the dumpsters shall be shown on the Final Site Plan.**
 - g. The areas set aside for parking and outside storage shall be shown on the Final Site Plan and clearly marked on the site itself.**
 - h. The use shall be screened from view of the nearest residential dwelling and Hollyville Road. The location and type of screening shall be shown on the Final Site Plan.**
 - i. One lighted sign shall be permitted along Four of Us Road. It shall not exceed 32 square feet in size on each side.**
 - j. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.**

Motion Adopted: 4 Yeas, 1 Absent

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

**Public
Hearing/
CZ1974 &
CZ1975**

A Public Hearing was held on 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-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 2.83 ACRES, MORE OR LESS” (property lying on the northeast side of Vines Creek Road [Rt. 26], approximately 425 feet northwest of Powell Farm Road [S.C.R. 365]) (911 Address: 34371 Vines Creek Road, Dagsboro) (Tax Parcel: 134-11.00-152.00) filed on behalf of Gregory T. White and Patricia P. White

The Planning & Zoning Commission held a Public Hearing on the application on January 26, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the application for the 7 reasons as outlined.

**Public
Hearing/
CZ1974 &
CZ1975
(continued)**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR MEDIUM RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.64 ACRES, MORE OR LESS” (properties lying on the southwest side of Vines Creek Road [Rt. 26] approximately 450 feet northwest of Powell Farm Road [S.C.R. 365]) (911 Addresses: 34360 & 34376 Vines Creek Road, Dagsboro) (Tax Parcels: 134-11.00-107.00 and 108.00) filed on behalf of Gregory T. White and Patricia P. White.

The Planning & Zoning Commission held a Public Hearing on the application on January 26, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the Ordinance for the 8 reasons as outlined.

(See the minutes of the January 26, and February 9, 2023 Planning and Zoning Commission meeting.)

Mr. Jamie Whitehouse, Planning and Zoning Director, presented the applications.

The Council found that Ms. Mackenzie Peet, with Baird Mandalas Brockstedt Federico & Cardea, spoke on behalf of the Applications; that also present was Mr. Gregory T. White; that she combined the presentation for CZ1974 and CZ1975; that they are both part of the same project for a self-storage facility; that the parcels in question are parcel 152 and parcels 107 and 108; that CZ1974 is a request for a Change of Zone from AR-1 (Agricultural Residential) to C-3 (Heavy Commercial); that the property is located off Vines Creek Rd., being along the northeast side of Rt. 26; that the property is 2.83 acres; that CZ1975 request is for two parcels being Parcel 107 and Parcel 108; that the intention is to rezone the properties from MR (Medium-Density Residential) to C-2 (Medium Commercial); that the parcel consists of a total size area of 3.64 acres more or less; that exhibits have been submitted into the record; that the applicants intends to develop a self-storage facility on parcels 107 and 108; that in addition, a self-storage facility on parcel 152 that will also include storage of parked vehicles, which is permitted in C-3 Zoning; that the parcels are located on Vine Creek Road near the intersection of Omar Road and Powell Farm Road; that along this intersection and adjacent to the site is Car Quest Auto Parts, on property zoned as CR-1 (Commercial Residential); that the property adjacent to the auto part store is a marine store; that east along Atlantic Ave. are multiple properties zoned for commercial; that Good Earth Market is zoned CR-1; that Creative Concepts, Liberty Gas Station, Hockers and Walgreens are all zoned for commercial; that last year, a nearby property was re-zoned to C-3 (Heavy Commercial) for the proposal of mixed-use, with commercial on the bottom and residential located on top; that also St. George’s Church and cemetery are also located nearby the

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CZ1974 &
CZ1975
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property; that on January 26, 2023, the Planning and Zoning Commission heard each application; that on February 9, 2023, the Planning and Zoning Commission voted to grant each rezoning request by a vote of 5-0; that Parcel 107 is located within the Tier 1 Sussex County Sanitary Sewer District; that there is an existing well on the site, which is noted on the Concept Plan; that the proposed increase in traffic and impact to surrounding roadways will be analyzed, reviewed and approved by DelDOT; that the PLUS comments indicated that frontage and entrance related improvements are anticipated at this time; that the subject site is located within Investment Level 2; that Investment Level 2 areas where growth is anticipated in the near future; that the PLUS comments reference some discussion concerning the downzoning of the property to AR-1 (Agricultural Residential) in addition to seeking a Conditional Use; that there is an existing dwelling located on Parcel 108; that the PLUS comments also make reference to the existence of a cemetery; that the cemetery referenced, is the location of the St. Georges cemetery; that the Applicant did contact Dr. Edward Otter regarding the cemetery issue; that Dr. Otter suggested there was most likely an error with the map noting a cemetery located on the project's parcel; that the cemetery is located on the adjacent property, where the St. Georges Cemetery is located; that this issue led to title research being performed for the property, which confirmed that neither of the subject properties were ever owned by the church or cemetery; that Mr. Whitehouse has spoken with Mr. Wayne Bowden, President of St. George's Cemetery Association, Inc., who also provided an email confirming the St. George's Cemetery dates back to the 1800s; that there have never been any grave sites located on the subject property and there is an existing wall that separates the properties from one another; that he had never seen a gravesite and does not believe there are any current grave sites located on the property; that Ms. Peet submitted documents into the record to confirm the information shared; that the proposed use is for a self-storage facility, which is a permitted use within the C-2 Zoning District; that C-2 District is purposed for supporting uses that include retail sales and performance of consumer services, permitting a variety of retail, professional and service businesses; that C-2 Districts are also located near arterial and collector streets, like Rt. 26; that the proposed use is permitted and will support the demand for needed storage; that the property and surrounding area is located within the Coastal Area; that the Coastal Area is a Growth Area; that the proposed commercial use is completely in character with the surrounding area; that a tax ditch runs through the site of Parcel 152; that the tax ditch is noted on the Site Plan; that a Tax Ditch Right of Way Modification will be required, as stated within the Applicant's response to the PLUS comments; that the tax ditch is required to be surveyed and analyzed for effective function; that along the rear portion of the property, DNREC had noted the potential presence of wetlands; that the Applicant does understand the wetlands would require delineation for any future development of the site; that these issues would be addressed at Site Plan approval for the property; that the property is located within the Tier I of the Sussex County Unified Sanitary Sewer District; that the proposed increase in traffic and impact to surrounding roadways will be

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CZ1974 &
CZ1975
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analyzed, reviewed and approved by DeIDOT; that the PLUS comments indicated that frontage and entrance related improvements are anticipated at this time; that the property is located within three different Investment Levels, being Investment Levels 2, 3 and 4; that the front portion of the property is located within Investment Level 2; that the middle of the property is located within Investment Level 3; that the rear portion of the property is located within Investment Level 4; that the proposed rezoning is consistent with the Comprehensive Plan and Future Land Use Map; that within the surrounding area of the site, there have been five Change of Zone applications filed; that C/Z 1738 for a Change of Zone from AR-1 to B-1 (Neighborhood Business) for the existing thrift store; that C/Z 1789 from AR-1 to CR-1 (Commercial Residential), which is the location of Good Earth Market; that C/Z 1798 from AR-1 and CR-1 (Commercial Residential) zoning to C-1 (General Commercial), which is the location of the auto center; that C/Z 1840 from AR-1 to CR-1 (Commercial Residential), which is adjacent to Bob's Marine; that C/Z 1980 for MARS-RE,LLC was recently approved to change the zoning from AR-1 to C-3 (Heavy Commercial); that for all the reasons stated the proposed rezoning of the property meets the general purpose of the Zoning Ordinance, promotes the orderly growth, prosperity and welfare of Sussex County.

There were no public comments.

The Public Hearing and public record were closed on both applications.

**M 118 23
Adopt
Ordinance
No. 2910/
CZ1974**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, to Adopt Ordinance No. 2910 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-3 HEAVY COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 2.83 ACRES, MORE OR LESS" for the reasons given by the Planning and Zoning Commission as follows:

1. C-3 Heavy Commercial Zoning is designed to allow auto-oriented retail and service businesses that serve local and regional residents. Permitted Uses include retail uses, restaurants, offices, and vehicle service stations. Although a number of uses are permitted, this Applicant intends to construct a storage facility on this site.
2. This property has frontage along Route 26. Route 26 is considered to be a Major Collector roadway according to DeIDOT's roadway classification. Major Collector roads are appropriate locations for C-3 Zoning.
3. The parcel is in an area of Route 26 where there are commercial districts and business and commercial uses that have developed. This location along this part of Route 26 is appropriate for this type of zoning.
4. This property is located in the Coastal Area according to the current Sussex County Land Use Plan. This proposed commercial zoning is

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CZ1974
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- appropriate in this Area according to the Plan.
5. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity, and welfare of the County.
 6. No parties appeared in opposition to this rezoning application.
 7. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent

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

M 119 23
Adopt
Ordinance
No. 2911/
CZ1975

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, to Adopt Ordinance No. 2911 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN MR MEDIUM RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 3.64 ACRES, MORE OR LESS” for the reasons given by the Planning and Zoning Commission as follows:

1. C-2 Medium Commercial Zoning is designed to support retail sales and the performance of consumer services. It is intended to be located near arterial and collector roads.
2. The Applicant’s property is currently zoned AR-1 along Route 26. There are other commercially zoned properties in the area and a number of business and commercial uses are nearby. This is an appropriate location for C-2 zoning.
3. C-2 Zoning at this location along Route 26 will benefit nearby residents of Sussex County by providing a convenient location for retail uses or consumer services.
4. There is no evidence that this rezoning will have an adverse impact on neighboring properties or area roadways.
5. The site is in the “Coastal Area” according to the Sussex County Land Use Plan and Future Land Use Map. This is an appropriate location for C-2 Zoning according to the Plan.
6. The proposed rezoning meets the general purpose of the Zoning Code by promoting the orderly growth, convenience, order prosperity, and welfare of the County.
7. No parties appeared in opposition to the rezoning application.
8. Any future use of the property will be subject to Site Plan review by the Sussex County Planning and Zoning Commission.

Motion Adopted: 4 Yeas, 1 Absent

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

Mr. Vincent, Yea

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A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NOS. 334-5.00-153.00 & 334-5.00-153.02. (properties lying on the west side of Janice Road, approximately 0.10 mile west of Nassau Commons Boulevard) (911 Address: 32172 Janice Road, Lewes) (Tax Parcels: 334-5.00-153.00 & 334-5.00-153.02)

The Planning & Zoning Commission held a Public Hearing on the Ordinance on January 12, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the Ordinance for the 8 reasons as outlined.

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-1 GENERAL COMMERCIAL DISTRICT TO AN MR-RPC MEDIUM-DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 61.39 ACRES, MORE OR LESS” (property lying on the west side of Janice Road, approximately 0.10 mile west of Nassau Commons Boulevard) (911 Address: 32172 Janice Road, Lewes) (Tax Parcel: 334-5.00-153.02) filed on behalf of Janice CRP3, LLC

The Planning & Zoning Commission held a Public Hearing on the application on January 12, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the application for the 9 reasons and 16 recommended conditions as outlined.

(See the minutes of the January 12 and February 9, 2023, Planning and Zoning Commission meeting)

Jamie Whitehouse, Planning and Zoning Director presented the applications.

The Council found that Mr. David Hutt, Esq., with Morris James, LLP, spoke on behalf of the Applications; that also present were Mr. Ring Lardner with Davis, Bowen & Friedel, Inc., and Mr. Jon Hoffman, representative of the owner and developer; that in May 2021, an amendment to the Future Land Use Map was filed via a letter submitted to Mr. Whitehouse; that in June 2021, the request went to the Office of State Planning Coordination; that three zoning applications were submitted in addition to the Future Land Use Map request; that a Change of Zone application, which sought to change the zoning designation of a portion of the property from AR-1 (Agricultural Residential) to MR (Medium-Density

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Residential); that another Change of Zone application was submitted, which sought to change the C-1 (General Commercial) zoning to MR zoning; that a Conditional Use application was submitted for townhomes; that a minor subdivision of the property did occur; that a storage facility, previously known as AAA Storage, located at the right corner of the property, was subdivided off of the main property; that after discussions and review with staff it was determined the multiple application requests could be simplified into one application in addition to the Future Land Use Map amendment, that are the subject applications; that the current Application is seeking to change the combination of AR-1 and C-1 zoned land to an MR-RPC (Medium-Density Residential–Residential Planned Community); that the initial name was changed; that the project was originally known as Ritter Farm; that the current project name is Vintners Reserve; that Vintners Reserve reflects the sites proximity to the Nassau Valley; that the property is located immediately west of the Nassau Overpass; that immediately to the north and west of the property is the Whispering Pines Manufactured Home Community; that to the southeast of the property is The Vineyards at Nassau Valley with the vineyard and winery; that the Lewes Volunteer Fire Department is located adjacent to the property; that the Whispering Pines Community was approved in 1971, as C/U 25; that the majority of the property is located within Investment Level 2; that a small portion of the property, at the location of the storage facility, is located within Investment Level I; that the 2045 Future Land Use Map, within the Comprehensive Plan, designates the property within the Coastal Area and Commercial Area; that the Application request is to have one consistent designation, for the Coastal Area; that Table 4.5-2 within the Comprehensive Plan identifies applicable zoning districts for each of the Future Land Use Map categories; that the only applicable zoning districts within the Commercial Area are the business and commercial districts; that to allow for any other use aside from business or commercial would require a Future Land Use Map Amendment; that the Coastal Area includes all the business and commercial zoning districts, as well as MR (Medium-Density Residential), GR (General Residential) and HR (High Density Residential) Zoning Districts; that at one time, Commercial Zoning did permit for residential use; that due to this, there are residential properties located within the Commercial zoning near the site; that C-1 (General Commercial) and CR-1 (Commercial Residential) did permit for residential uses; that the property consists of 61.7 acres with the split zoning of AR-1 and C-1 Zoning; that the request is to change to zoning entirely to MR Zoning with an RPC (Residential Planned Community) overlay; that the Applicant is seeking approval of 316 townhomes; that the C-1 portion of the property consists of 4.2 acres; that the AR-1 portion of the property consists of 57.5 acres.

The Council found that Mr. Ring Lardner, with Davis, Bowen & Friedel, Inc. spoke on behalf of the Applications; that the property is located along Janice Rd., which is classified as a local road per the DeIDOT Functional Classification Map; that Janice Rd. is parallel with Rt. 1; that Janice Rd. shares the right of way with Rt. 1; that the property is not located within

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the 100-Year Flood Plain; that Mr. Edward Launay with Environmental Resources, Inc. did perform a Wetland Delineation; that the delineation was submitted to the U.S. Army Corp of Engineers; that the U.S. Army Corp of Engineers did determine that there were no Waters of the U.S. and no wetlands located on the property; that based on historical photographs, the wetland area is the location of a previous borrow pit which helped construct Rt. 1; that there is a small Excellent Water Recharge Area, consisting of 1.324 acres, being less than 2.2% of the total site, located to the southwest corner of the site; that there are no special requirements per Chapter 89 for the project; that the impervious area, within the 1.3 acres, will be less than one half or 1% of the total site, being well below the 35% threshold which requires additional mitigation within the recharge area; that the soils located on the site are conducive for development of the property; that the DelDOT Minos Conaway Grade Separate Interchange Project will improve Janice Rd. to the local road standards; that proposed are 11-ft. travel lanes, five foot shoulders with a five foot sidewalk that will connect to the Trailhead Parking Lot, which will provide connectivity to the Georgetown trails; that the project is located within the Henlopen Transportation Improvement District (TID); that conversations were had with Ms. Sarah Coakley, DelDOT Principal Planner with the Henlopen TID; that Ms. Coakley did confirm the project is eligible to be located within the TID; that DelDOT assigned only 81 single-family homes as the proposed trip generation for the site; that they were able to demonstrate the traffic projection is in compliance with the trip generation from the 81 homes plus an allowable percentage, therefore they are eligible to remain within the TID; that a 50-ft access easement is proposed, which will be jointly shared with the storage facility; that the entrance will consist of left-turn and right-turn lanes; that the turn lanes are still being determined through the design process; that the internal roads will be designed to exceed Sussex County standards; that the pavement width for the roads will be 32-ft. in width, which exceeds the 24-ft. width requirement; that the small loop roads within the development will be 24-ft. in width; that each lot will have a minimum of two parking spaces; that additional overflow parking is provided throughout the site; that the total overflow parking includes 147 parking spaces, which are in addition to the two provided parking spots per lot; that the project will include a 20-ft. forested buffer along the northern, southern and eastern edge of the site; that they are requesting a waiver to the required forested buffer along the rear of the Lewes Fire Station and along the portion of the storage area, due to the tight access for the placement of the road; that with the provided open space, there will be plenty of screening from the Lewes Fire Station; that the project does propose a forested road interconnection for emergency personnel from the Vineyard parcel; that a pedestrian interconnection is proposed to allow pedestrian movement to the Vineyards and winery or for pedestrians wishing to access the Georgetown Trail; that at a minimum, activities are to include a dog park, an unorganized play area and a pocket park with playground equipment; that within the open space, located within the middle of the site, will be the location of the central amenities; that these amenities will include 42 parking spaces, 3,500 sq. ft. pool house, 2,000 sq.

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ft. pool and a pickleball court; that the project proposes 29 acres of total open space, which is about 47% of the project area; that stormwater management will be designed to meet or exceed DNREC standards; that they will be utilizing the area of the previous borrow pit for stormwater management; that the project is proposed a RPC (Residential Planned Community); that due to this, they are requesting three deviations from the standards of the Code; that they are requesting the average lot area be reduced from 3,630 sq. ft. per lot, to 3,000 sq. ft. per lot; that they are requesting the side yards be reduced from 20-ft. to 10-ft.; that they are requesting to reduce the distance between the sides of the buildings to be 20 feet and be consistent with the side yards; that all other requirements will be as noted within the zoning code; that the project was reviewed by PLUS; that the current plan is slightly different than the plan reviewed by PLUS; that PLUS provided a letter confirming a second PLUS review was not required; that DBF, Inc. prepared an Public Facilities Investment and Environmental Assessment Report; that with the mitigation measures implemented, the project is consistent with the Comprehensive Plan; that the Technical Advisory Committee (TAC) reviewed the plan; that the project will be served by Sussex County Sewer; that Tidewater Utilities will provide water to the site; that Delmarva Power will provide electric; that Chesapeake Utilities will provide gas; that Comcast and Verizon are available for phone and cable; that Chapter 99 responses were submitted into the record; that the project is integrated into existing terrain; that the site does not contain wetlands or flood plains; that the plan provides buffer to screen from objectionable features; that the plan prevents pollution of surface and groundwater; that the plan provides for safe vehicular and pedestrian improvements; that the plan mitigates the impacted area roadways and transportation and the plan is compatible with other land areas.

The Council found that David Hutt, Esq. spoke on behalf of the application; that the average lot area is 3,000 square feet; that the minimum increased in the bulk area standards; that the code states that the minimum lot area would be 1,600 square feet; that the State describes Level 2 areas are similar to Level 1 areas, being locations where State investments should support a wide range of uses and densities; that State investments should encourage departure from the typical single-family dwelling developments to promote a broader mix of housing types; that Chapter 8 of the Comprehensive Plan echoes the concerns expressed by the State; that 90% of all building permits were issued for single-family homes, with 10% of permits being for multi-family homes in 2016; that the gap between single-family and multi-family issued permits increased in 2017 and 2018, leaving only five percent of the issued building permits for multi-family homes; that the Coastal Area is described as being some of the County's most desirable, designated in locations that can accommodate development, providing a special environment where environmental concerns are addressed; that the Coastal Area permits for a range of housing types, including single-family homes, townhomes and multi-family homes; that medium and higher densities, (being four to 12 units per acre), can be appropriate in certain

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locations; that medium and higher densities can be supported in areas where central water and sewer are provided, where there is sufficient commercial uses and employment centers, where the density would keep in character of the area, where located along a main road, or located at or near a major intersection, where there is adequate levels of service or where other considerations exist that are relevant to the requested project and density; that the 316 townhomes requested, which results in a density of 5.12 units per acre; that the densities of the most immediate neighbors to the project are 6.10 units/acre for Whispering Pines, 11.94 units/acre for The Vineyards at Nassau Valley and 12.00 units/acre for Sandbar Village; that Lewes Crest, located across the street from the project, has a density of 10.00 units/acre; that the projects meet all the factors of when medium to higher densities are appropriate; that the character of the area that surrounds the parcel is a residential use; that Tidewater Utilities will provide water service to the site; that the site is located with Tier I of the Sussex County Unified Sanitary Sewer District; that there are plenty of commercial uses and employment centers in any direction; that the site is situated along a main road; that DelDOT classifies Rt. 1 as another principal arterial road; that the County Code classifies Rt. 1 as a major arterial roadways within Sussex County; that to the north of the project, DelDOT has a Grade Separated Interchange planned at the intersection of Rt. 1 and Minos Conaway Rd. in the near future; that when this takes place, Janice Rd. will become more a service road; that the project will contribute to the Henlopen Transportation Improvement District (TID); that the proposed project does keep in character to the surrounding areas of Whispering Pines, Sandbar Village and Lewes Crest; that the MR Zoning District is the County's medium-density district; that MR Zoning Code purpose is described as areas which are expected to become generally urban in character, where sanitary sewer and public water supplies may or may not be available at the time of construction; that areas nearby the property are currently considered urban in character; that the purpose of an RPC is to encourage large scale developments as a means to create a superior living environment, through unified developments to provide of the application of designed ingenuity while protecting existing and future developments and achieving the goals of the Comprehensive Plan; that the RPC tool was chosen, as it would allow for several sizes of townhomes to be offered; that the RPC overlay offered multiple open spaces areas and central amenities; that the open spaces areas make up over 45% of the total site; that there is a request to reduce the average lot size, which allow for the greater amount of open space; that by using the proposed design of the site, the RPC overlay and proposed screening, the project protects the existing residence and businesses located along Rt. 1; that all of the same characteristics which make the property appropriate for MR Zoning, also apply for the Coastal Area designation; that the project complies with all the considerations for Growth Areas listed in §4.4.2.1; that Chapter 4 describes Commercial Growth Areas, being for large scale retail; that Chapter 4 describes this site as including concentrations of retail and services uses that are mainly located along arterial and highways as opposed to small traditional downtown areas that are often historic and pedestrian friendly; that commercial areas

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include commercial corridors, shopping centers and other medium and large commercial corridors; that in addition to primary shopping destinations, this area would be the appropriate place to locate hotels, motels, car washes and auto dealerships; that the proposed use is a far less intense use than large scale commercial; that a less intensive use makes far more sense given the existing residential uses surrounding the property; that what is being proposed is consistent with the Henlopen Transportation Improvement District; that on the Future Land forecast map and the Henlopen TID, this site was allocated trips were attributable to 81 single family homes; that the traffic from the application for the 316 townhomes is consistent with the number of trips that would be generated from those 81 single family homes; that this is a further indication of the appropriateness of the application as it is being presented to this site; that Chapter 4 and Chapter 8 of the Sussex County Comprehensive Plan indicate that the proposed Coastal Area designation for the site, allowing for residential uses, is appropriate for this property within Sussex County; that in relation to the requested Future Land Use Amendment, the PLUS comments stated this parcel is surrounded by Coastal Area, and is currently slated for a higher area use, being commercial; that it is also located within Investment Level Areas 1 and 2 according to the Strategies for State Policies and Spending; that the State has no objection to the amendment as written; that upon review of the actual project, the State noted the property was located in Investment Level 2 and stated in Investment Level 2 reflects areas where growth is anticipated by local, County and State plans in the near term future; that State investments will support growth in these areas; that one provision mentioned was that Sussex County makes the amendment to the Future Land Use Map; that the Applicant would request the Council recommend approval for the amendment to the Future Land Use Map, as well as changing the properties designation to an MR-RPC (Medium-Density Residential–Residential Planned Community) for 316 townhomes; that he did request a proposed amendment to conditions given by the Planning and Zoning Commission; that under 10 B. x. it states “that the distance between buildings must meet the minimum setbacks described in these bulk area standards, e.g. the distance between the sides of two building could be no less than 20 feet – the combination of the two side yard minimums; that this clarification may not prove to be necessary but this is to make sure that when the site plan is reviewed by the PZ department that there is no confusion; that their anticipation was that when the bulk area standards were proposed to the Planning Commission that if the setbacks were modified that the separation distance between the buildings would follow; that in order to clarify that this amendment is proposed; that the second clarification to the Planning Commission’s recommendation would be to Condition C; that the proposed amendment is to delete the condominium and insert the word property owner; that it is not intended for this to be a condominium community.

Public comments were heard.

Ms. Jill Hicks spoke in opposition of the application. Ms. Hicks stated that it

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has been expressed by her and others, and now including the community of first responders, the growth in the county has far outpaced what its infrastructure can adequately and safely manage. County Council must use its best judgment, and authority, to maintain and adhere to the Comprehensive Plan, rather than approve detached and disjointed change requests made here and there, and at any time.

Ms. Hicks stated that she has addressed the stress on the healthcare system in this chamber prior to today's hearing.

In the case of Vintner's Reserve, its proposed 316 residences will have two exits, using Janice Road either directly onto Coastal Highway, or Janice Road to Nassau Commons Boulevard onto the Lewes-Georgetown Highway. These two major corridors, Coastal Highway, and the Lewes Georgetown Highway, surrounding the site, have already proven themselves not only dangerous, but deadly. The day before this past Thanksgiving, there was an accident at the intersection of Janice Road and Coastal Highway, involving entrapment. The same day and within 10-20 minutes of that accident on Janice Road and Coastal Highway, two other accidents occurred on Lewes-Georgetown Highway not far from the Nassau Commons Boulevard intersection. Then, sadly, and tragically, this past Christmas Eve, at the intersection of Minos-Conaway Road and Lewes-Georgetown Highway, not far from the Nassau Commons Boulevard intersection, three people died in a head-on collision. One of the three victims was only nine years old. And, in April of last year, less than a year ago, another head-on collision occurred at the intersection of Ebb Tide Road and Lewes-Georgetown Highway, again near the Nassau Commons Boulevard intersection. This time a 17-year-old died.

Ms. Hicks stated that the county cannot justify adding more traffic onto these main arteries and certainly not its narrow backroads that are now being overutilized as drivers do their best to navigate construction detours, bypass congestion, avoid dangerous intersections and left-hand turns, and detour around accidents. I would be remiss not to include two other people who also died in a head-on collision, this past December, on the narrow and winding Minos Conaway Road. In the case of Vintner's Reserve, traveling their two accident-prone arteries will be unavoidable. As DeIDOT proceeds with its major projects in its efforts to catch up with the population explosion in the County, and construction begins on approved cluster subdivisions already in the pipeline, these current unsafe conditions will only continue to deteriorate.

Ms. Hicks continued by stating that the population explosion in the County over the past five years has exhausted everyone and everything.

What occurs to her is that either the Comprehensive Plan was poor in design, and that's why landowners and developers think they are due these requests. And/or the County Council also believes the Comprehensive Plan is poor in design and has been unfair to landowners and developers,

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therefore feels obligated to grant these approvals. She added that the constituents are concerned and angry, particularly in Eastern Sussex.

Ms. Hicks stated that the applicants for Vintner's Reserve can adhere to the current land use map and codes and develop the land accordingly. Nothing has been "taken". However, constituents are tired of "giving" at their expense. If the County places as much value on the quality of life, and life itself, as it does on the economic welfare, then the County should not approve higher density requests, that will exacerbate these already unsafe and unhealthy conditions that exist in the area surrounding the site.

Ms. Hicks added that on behalf of the citizens of Sussex County, those who were born here and those who just moved here, she requested the Council to not approve projects that are requesting changes in the land use map or zoning codes or variances so developers can reap excessive financial benefits while those of that live here continue to pay the price with their safety, welfare, health, quality of life and life itself. She urged Council to not approve this zoning and land use map change application.

Ms. Eul Lee spoke in opposition of the application; that she sent her comments in after the Planning and Zoning hearing; that she questions how 81 single-family home traffic comparable with 316 multifamily traffic; that a DeIDOT MOU and Henlopen TID was done with great hopes that this would bring some changes and safety to the streets; that she has concerns about safety; that the site plan brings alarm to her; that she has a concern for fire; that she has concerns about parking and the number of spaces; that there was a fire a few years ago in Angola on a cud-a-sec; that the fire truck could not get there; that they had to go to the next community to try to reach that fire; that she is an advocate for buildings that share walls; that when it comes to the density, if the density comes at an expense of safety, the density needs to be considered of what it does; that the streets do not seem to be wide enough to support cars parking on the street; that trash trucks could have a hard time getting in and out of the development; that fire safety needs to be considered.

Mr. Rich Borrasso spoke in opposition of the application; that he was encouraged by the presentation earlier about the work in taking a look at existing code especially as it relates to superior design; that he questions if this is not the poster child for something that is other than superior design; that he is not sure that he understands that if you decrease the space between units that you are increasing the overall open space; that he has concerns of scale; that he did not hear the number of increment trips that will be accessing the Janice Road, Highway 1; that Cave Neck Road and Route 1 at one time was the number one accident intersection in Eastern Sussex County; that he believes that to make concession to allow for the density that is being requested, it is not responsible; that he thinks that if this is allowed, there should not be CO's for this residence or this applicant until all the road improvements are made at Mino Conway, Janice Road and Nassau Boulevard; that he hopes that we are doing everything that we

can in conjunction with DelDOT; that he hopes that public safety continues to be first.

The Public Hearing and public comment were closed for both applications.

M 120 23
Defer
Action/
Ord. No. 23-
02

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to defer action on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NOS. 334-5.00-153.00 & 334-5.00-153.02”.

Motion Adopted: 4 Yeas, 1 Absent

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

M 121 23
Defer
Action/
CZ1995

A Motion was made by Mr. Schaeffer, seconded by to Mr. Hudson to defer action on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND C-1 GENERAL COMMERCIAL DISTRICT TO AN MR-RPC MEDIUM-DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 61.39 ACRES, MORE OR LESS”.

Motion Adopted: 4 Yeas, 1 Absent

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

M 122 23
Adjourn

A Motion was made by Mr. Rieley, seconded by Mr. Hudson to adjourn at 3:35 p.m.

Motion Adopted: 4 Yeas, 1 Absent

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

Respectfully submitted,

Tracy N. Torbert
Clerk of the Council

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

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE

sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Proposed Newdale Acres Expansion of the Sussex County Unified Sanitary Sewer District (Ellendale Area)

PUBLIC HEARING FACT SHEET

- County Council granted permission to prepare and post notices for a public hearing for the Newdale Acres Expansion on February 7, 2023.
- The Engineering Department had received a request from Lenape Properties Management, Inc. the owners/developers of parcel 230-31.00-31.00 along Route 113 and adjacent to their existing project of Newdale Acres.
- The parcel has been annexed into the Town of Ellendale and Sussex County provides the sanitary sewer service for the town.
- The parcel is located in the Tier 2 Area for sewer service and will be responsible for System Connection Charges of \$6,600.00 per EDU based on current rates.
- The property was posted on February 28, 2023 and posted on the county website.
- The public hearing was advertised the weeks of March 6th and 13th.
- To date we have received no correspondence either in support or opposition to this annexation.



Proposed Annexation Newdale Acres

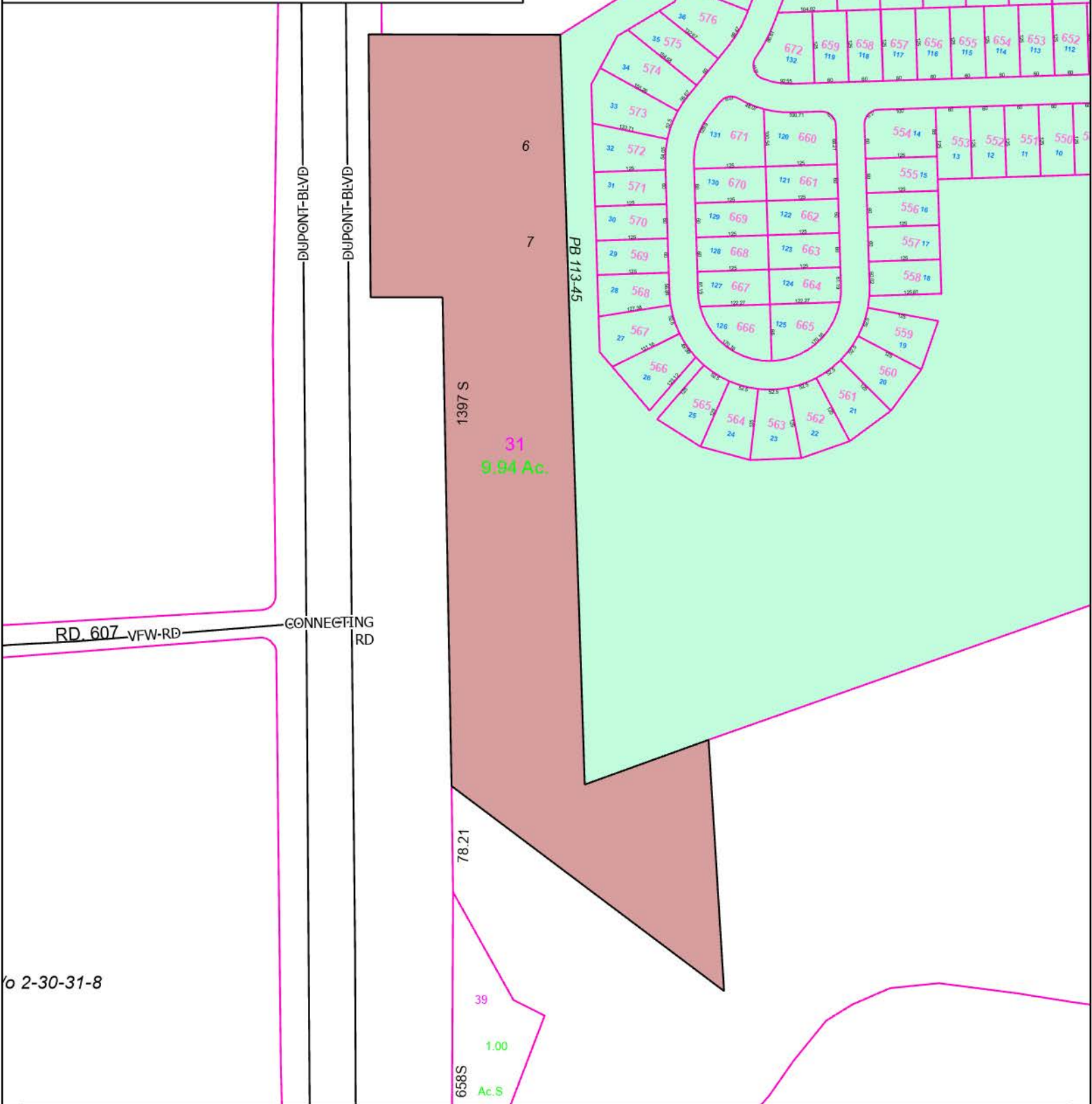
Existing SSD TMP 230-31.00-31.00



0 75 150 300
Feet



2/8/2023



The proposed annexation is scheduled to be discussed March 21, 2023 at 10:15 AM
in the Sussex County Council Chambers, County Administrative Offices, 2 The Circle, Georgetown, DE.
For more information please visit: <https://www.sussexcountyde.gov/legal-notice/sewer-water>
Or call Sussex County Utility Planning at 302-855-7370

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) ELLENDALE AREA, TO INCLUDE ONE PARCEL ON THE EAST SIDE OF DUPONT HIGHWAY LOCATED IN THE CEDAR CREEK HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE.

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

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

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

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

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

NOW, THEREFORE,

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

Beginning at a point, said point being on the Sussex County Unified Sanitary Sewer District (SCUSSD) boundary, said point also being on the southernmost property line of lands Now or Formerly (N/F) of Clifford D. Short, said point further being a property corner of lands N/F of Liborio-Ellendale LLC; thence proceeding by and with said SCUSSD boundary in a southerly and easterly direction respectively a total distance of 1,545'± to a point, said point being on the northerly property line of lands N/F of Raymond Sr. & Sherry L. White; thence leaving said sewer boundary and Liborio lands and proceeding by and with said White lands in a southerly and northwesterly direction respectively a total distance of 1,042'± to a point, said point being on the easterly Right-of-Way (ROW) of DuPont Boulevard (Rt. 113); thence leaving said White lands and proceeding by and with said ROW in a northerly, westerly, northerly and easterly direction respectively a total distance of 1,462'± to a point, said point being on the westernmost property line of lands N/F of Clifford D. Short; thence leaving said ROW and proceeding by and with said Short lands a total distance of 313'± to a point, said point being the Point and place of Beginning.

NOTE: The above description has been prepared using Sussex County Tax Map 230-31.00 and Sussex County property assessment records. The annexation contains 9.94 acres more or less.

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

construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.

PUBLIC NOTICE

PROPOSED NEWDALE ACRES EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (ELLENDALE AREA)

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on **February 7, 2023**, to consider extending the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), (Ellendale Area), to include one parcel on the east side of US 113 and south of the Town of Ellendale, being situate in Cedar Creek Hundred, Sussex County, Delaware.

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

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

Beginning at a point, said point being on the Sussex County Unified Sanitary Sewer District (SCUSSD) boundary, said point also being on the southernmost property line of lands Now or Formerly (N/F) of Clifford D. Short, said point further being a property corner of lands N/F of Liborio-Ellendale LLC; thence proceeding by and with said SCUSSD boundary in a southerly and easterly direction respectively a total distance of 1,545'± to a point, said point being on the northerly property line of lands N/F of Raymond Sr. & Sherry L. White; thence leaving said sewer boundary and Liborio lands and proceeding by and with said White lands in a southerly and northwesterly direction respectively a total distance of 1,042'± to a point, said point being on the easterly Right-of-Way (ROW) of DuPont Boulevard (Rt. 113); thence leaving said White lands and proceeding by and with said ROW in a northerly, westerly, northerly and easterly direction respectively a total distance of 1,462'± to a point, said point being on the westernmost property line of lands N/F of Clifford D. Short; thence leaving said ROW and proceeding by and with said Short lands a total distance of 313'± to a point, said point being the **Point and place of Beginning**.

NOTE: The above description has been prepared using Sussex County Tax Map 230-31.00 and Sussex County property assessment records. The annexation contains 9.94 acres more or less.

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

The public hearing will be held on this issue at 10:15 a.m. on March 21, 2023, in the Sussex County Council Chambers, County Administrative Offices, 2 The Circle, Georgetown, Delaware. All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any way affected by this boundary extension are welcome to attend. There will be an opportunity for questions and answers. The Sussex County Council following the hearing, at one of their regularly scheduled meetings, will make the final decision on the boundary extension.

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

Hans M. Medlarz, P.E.
County Engineer

PROPOSED ELLENDALE WATER DISTRICT
AFFIDAVIT FOR REFERENDUM

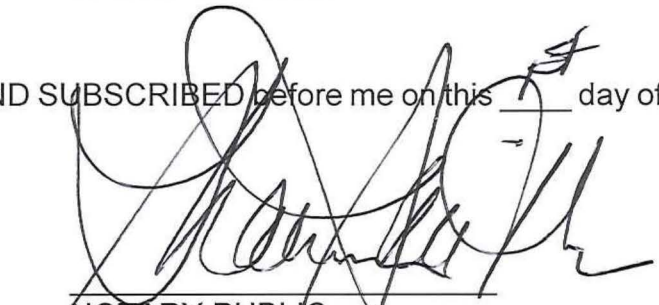
STATE OF DELAWARE)(:
COUNTY OF SUSSEX)(

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

- A. On February 28, 2023 he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On February 28, 2023 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
 - 1. On a post in front of stop sign at the exit of Royal Farms in the northerly ROW of Beach Hwy (Rt. 16),
 - 2. On a post in front of Stop sign at the exit of Dollar General in the southerly ROW of Beach Hwy (Rt. 16),
 - 3. On a post in front of Stop sign in the southerly ROW of Beach Highway (Rt. 16) at the intersection with Sharon Rd.,
 - 4. On a post in front of a stop sign in the easterly ROW of DuPont Blvd. (Rt. 113) at the intersection with Sharon Rd.,
 - 5. On a post in the easterly ROW of DuPont Hwy (Rt. 113), 1,400'± south of Sharon Road,
 - 6. On a post in the easterly ROW of DuPont Hwy (Rt. 113) 1,500'± south of Sharon Road,
 - 7. On a post in the easterly ROW of DuPont Hwy (Rt. 113) 1,600'± south of Sharon Road,
 - 8. On a post in the easterly ROW of DuPont Hwy (Rt. 113) 1,700'± south of Sharon Road.


PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 28 day of March, 2023


NOTARY PUBLIC

My Commission Expires 6/14/2024



INFORMATION TECHNOLOGY

DWAYNE KILGO
DIRECTOR
(302) 855-7898 T
(302) 853-5898 F



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Dwayne Kilgo, Information Technology Director

RE: Lease agreement for Shentel

DATE: March 16, 2023

In March 2022, through the combined efforts of County Administration and the Information Technology department, Sussex County started discussions with Shentel (d/b/a GloFiber) about providing broadband service to 'internet deserts' and other poorly supported areas. These discussions have been a part of the ongoing broadband initiatives championed by both the County and the State of Delaware in recent years to minimize the digital divide that exists, especially in rural settings.

This lease agreement allows Shentel to lease a small tract of County owned land consisting of approximately 1,520 square feet, located to the rear of the Sussex County EMS Station #104 at 19255 Plantation Road, Rehoboth Beach, DE. Shentel will provide a 'communication hut' on this tract to house IT equipment necessary in providing service to the constituents in the area. By executing this lease, this partnership would serve as a potential income stream for the County, but more important, contribute to the achievement of the County's larger broadband expansion initiative goals.

Please note that this lease agreement has been reviewed and approved by Administration and the County's legal team.

I will make a presentation before Council on March 21 seeking your approval to execute the draft agreement.

Tax Map No.: P/O 334-12.00-57.02

Prepared by: Moore & Rutt, P.A.
122 W. Market Street
Georgetown, DE 19947

Return to: Dwayne Kilgo
Sussex County Information Technology Director
22215 DuPont Boulevard
Georgetown, DE 19947

COMMERCIAL LEASE AGREEMENT

(5-Year Lease)

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this day of _____, 20__ (the "Effective Date"), by and between **SUSSEX COUNTY**, a political subdivision of the State of Delaware, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 ("Lessor"), and **SHENANDOAH CABLE TELEVISION, LLC d/b/a Glo Fiber**, a Virginia limited liability company, with an address of 500 Shentel Way, Edinburg, VA 22824 ("Lessee"), and it recites and provides as follows.

RECITALS

WHEREAS, Lessor is the owner of certain real property located at 19255 Plantation Road, Rehoboth Beach, Delaware 19971; and

WHEREAS, the front portion of 19255 Plantation Road, Rehoboth Beach, Delaware 19971, is used as the Sussex County Paramedic Station #104 ("Retained Lands");

WHEREAS, Lessee desires to lease a portion of the said real property located behind the Retained Lands and to construct a communication hut and parking facilities thereon (the "Lessee's Improvements") thereon for the expansion of broadband services throughout Sussex County.

WITNESSETH:

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

1. **PREMISES:** Lessor leases to Lessee and Lessee accepts, as Lessee, the "Premises", as herein after defined, to a suitable Lessee for business purposes, described as follows:

A tract of land consisting of approximately 1,520 square feet and located to the rear of Sussex County Paramedic Station #104 located at 19255 Plantation Road, Rehoboth Beach, Delaware 19971, and being identified as the rear portion of a tract of land identified as Sussex County Tax Map No. 334-12.00-57.02 and more particularly described as "New Shentel 38'x40' Gravel Compound" on a drawing attached hereto as Exhibit A. It is understood and agreed that the remaining portions of Sussex County Tax Map No. 334-12.00-57.02 are excluded from the Leased Premises and shall be considered the Retained Lands.

2. **TERM:** The initial term of this Lease shall be five (5) years which shall commence at 12:01 A.M. on April 1, 2023 ("the Commencement Date") and shall terminate at 11:59 P.M. on March 31, 2028 (the "Initial Term"), unless sooner terminated or renewed as provided in this Lease.
3. **RENT:**
 - a. For the Initial Term referred to in Paragraph 2, and for any Renewal Term referred to in Paragraph 5 herein, Lessee shall pay rent annually in one (1) lump sum payment, payments of which shall be due and payable upon the Commencement Date. Notwithstanding the foregoing, if the Initial Term commences after January 1, the annual rent shall be prorated on a per diem basis for the remainder of the calendar year and payment for the remainder of the calendar year shall be due on the Commencement Date ("Initial Rent Payment"). All payments thereafter shall be due and payable annually on the 1st day of January each year for the remainder of the Lease term without demand and without setoff or deduction. The initial annual rent shall be calculated at the rate of Six Thousand Dollars (\$6,000.00) per year ("Base Rent"). Beginning on January 1, 2024, the Base Rent shall be increased by three percent (3%) per year during the Initial Term and any Renewal Term thereof (collectively "Rent"). All other costs due hereunder shall be considered additional rent ("Additional Rent") which shall be due and payable as hereinafter set forth.
 - b. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

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

- 4. **Intentionally Omitted.**

- 5. **RENEWAL OF LEASE:**
 - a. Provided Lessee is not otherwise in default of this Lease and neither Lessee or Lessor have elected to terminate this Lease as set forth in this Paragraph 5, the Lease shall renew automatically for up to an additional five (5) year terms (each a “Renewal Term”); provided, however, that the Lease may only be renewed for up to five (5) additional five (5) year terms. Each five (5) year Renewal Term shall be treated separately.

 - b. For each Renewal Term referenced in Paragraph 5, Lessee and Lessor shall each have the option to not renew this Lease for an additional Renewal Term. If either Lessee or Lessor intends to exercise its option to not renew this Lease for an additional five (5) year term, the party who intends not to renew the Lease shall provide the other party with a minimum of one hundred eighty (180) days' written notice prior to the expiration of this Lease or renewal period, as the case may be. In the event notice is provided in a timely manner, the Lease shall terminate upon expiration of the then-current term and the land subject to this Lease and all improvements thereon shall revert to Lessor, or its successors and assigns. If Lessee is not in default of the Lease and neither party terminates the Lease in accordance with this section, the Lease shall automatically renew for an additional five (5) year term.

 - c. Intentionally Omitted.

 - d. Intentionally Omitted.

 - e. Intentionally Omitted.

- 6. **EASEMENTS, RESTRICTIONS AND CONDITIONS; RULES AND REGULATIONS:** This Lease is subject to easements, restrictions, and conditions which are of record, or generally applicable to the immediate neighborhood, or may be observed by inspection of the Premises. The Lessee shall be responsible for obtaining a title search should the Lessee so desire to verify all such easements, conditions, and regulations. Lessee further acknowledges that its use of the Premises is subject to Lessor’s Rules and Regulations, which may be reasonably amended from time to time at Lessor’s discretion.

Failure to comply with any easements, restrictions, conditions, or Rules and Regulations shall constitute a material breach of the terms of this Lease.

7. **USE:**

- a. Lessee shall have the right to utilize the Premises and any improvements to be located thereon for activities such as one or more of the following: operation of a communications hut for broadband expansion or any other use which may be consented to by Lessor, which consent may be granted or withheld in Lessor's sole discretion.
- b. The use of the Premises shall at all times comply with all laws, ordinances, orders, regulations, and requirements of any governmental authority having jurisdiction.
- c. It is specifically agreed that this Lease is non-exclusive. Lessor reserves the right to lease other real property owned or leased by Lessor for identical or similar uses.
- d. Lessee agrees not to make any unlawful, improper, or offensive use of the Premises or to make any use thereof contrary to any law or ordinance now or hereafter enacted or to make any use thereof which endangers any person or property, threatens the insurability of the Leased Premises, or otherwise constitutes a nuisance (in Lessor sole judgment). Further, Lessee agrees to operate its business within the guidelines, requirements and regulations of all government and regulatory agencies as these apply to Lessee's business and use. Any notices of the Lessee's failure to fully comply, or notices that the Lessee's business violates any regulations or standards contained in the regulations of any agency, shall constitute a material breach of this Lease if not cured within permitted time frames set forth in this Lease.
- e. Intentionally Omitted.
- f. Lessee agrees to operate the Premises for the purposes set forth above during the entire term of this Lease in a prudent, efficient manner and reflecting the standards of a commercially appropriate business based on the permitted uses.
- g. Lessee may not (i) abandon or vacate the Premises without giving notice to the Lessor; (ii) disfigure or deface the Premises or permit any waste, nuisance or unlawful use on or about the Premises; (iii) use the Premises without a Certificate of Occupancy; or (iv) violate any municipal, county, state, or federal law, rule, regulation or order.
- h. **Access.** Lessee shall have the right to access the Premises via the existing driveway on the Retained Lands as shown on Exhibit A. Lessee shall share the existing driveway with the Lessor and its employees, agents, representatives, volunteers,

tenants, and invitees. Lessee shall not block or impede the driveway or access to Plantation Road. Lessor reserves the right to remove, at Lessee's expense, from the Retained Lands any vehicle or obstruction in the driveway or access to Plantation Road.

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

- a. **Payments.** In the event any installment of Rent, Additional Rent, or any sum due Lessor under this Lease, is not received in full within thirty (30) days from the due date, then Lessee shall pay to Lessor a late administration fee equal to five percent (5%) of such overdue amount. Further, any Rent, Additional Rent, or other sum past due and owed to the Lessor by the Lessee under this Lease shall be subject to interest at the rate of eighteen percent (18%) per annum. Any check returned to the Lessor for any sum due to Lessor under this Lease, shall be subject to an additional late fee of ten percent (10%) and an administrative fee of the greater of One Hundred Dollars (\$100.00) or the Lessor's standard administrative fees. Acceptance of late Rent shall in no way prejudice, waive, modify, or alter any of the rights or remedies which the Lessor may have under this Lease.
- b. **Taxes.** Lessor will pay all general real estate taxes, if any, which may be levied or assessed by any lawful authority against the real property only on the Leased Premises. Lessee agrees to pay any and all taxes and assessments levied or assessed against the improvements Lessee constructs on the Leased Premises and all equipment installed therein. Lessee shall make payments directly to the taxing authority when due.
- c. **Maintenance** Lessee shall be responsible for operating, repairing, and maintaining the building, facilities, and all grounds of the Premises (hereinafter "Maintenance"). Maintenance of Premises shall be an all-inclusive term which encompasses, among other things, snow and ice removal of all parking areas and drive aisles, lawn mowing, landscaping, debris, and refuse removal from the grounds, etc. If Lessee fails to meet its obligations under this Paragraph, Lessor may perform the necessary work and charge Lessee for the same, which charge shall be deemed as Additional Rent due within thirty (30) days of Lessee's receipt of written notice from Lessor. Lessor shall be responsible for ground maintenance, including lawn mowing and snow and ice removal, on the Retained Lands up to the edge of the Leased Premises. Lessee shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow, and ice. Lessee shall be responsible for all grass cutting and snow removal on the Leased Premises. Grass shall be mowed regularly so as

to prevent grass from growing beyond six (6) inches in height. Snow removal from access road to Lessee's building shall be the sole responsibility of Lessee.

d. **Intentionally Omitted.**

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

10. **UTILITIES:** Lessor shall be responsible for extending electric to the edge of the Premises. Lessee shall be solely responsible for all permanent utility installation on and from edge of the Premises. Lessee shall pay all one-time charges, for on and/or off-site improvements levied by utility providers including but not limited to: connection fees, tap-in fees, impact fees, hookup fees and deposits, for electricity, potable water, fire suppression, sewer, internet access, telephone and fire alarm land lines, etc. Lessee shall also pay for any and all recurring charges for utility services used or consumed at the Premises during Lessee's use or occupancy thereof. If any utilities servicing the Premises need to be installed over the Retained Lands, Lessee must obtain Lessor's prior written consent before installation of said utilities and shall cover all expenses related to the installation of said utilities and costs of restoring the condition of the Retained Lands.

11. **IMPROVEMENTS:**

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

b. **Intentionally Omitted.**

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

d. **Stormwater Management.** Lessee shall meet all stormwater and water quality requirements, rules, laws, regulations, statutes, and ordinances, as may be amended from time-to-time by an authority having jurisdiction over the same, pertaining to any material land development changes to the Premises conducted by Lessee constructed at Lessee's sole expense or through use of existing facilities subject to Lessor's prior written approval which may be withheld in Lessor's sole discretion.

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

12. **LIENS:**

- a. **No Authority to Encumber.** Lessee has no authority whatsoever to encumber the Premises or any improvements located thereon.
- b. **Mechanic's Liens.** Lessee shall not permit and shall immediately remove any mechanic's liens placed against the Premises which may have resulted from any work performed on Lessee's behalf. Permitting a Mechanic's Lien to be placed against the Leased Premises shall be a material default if not removed within thirty (30) days after notice of its entry. Any improvements by Lessee on said Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Lessee shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary, and in the form attached hereto as Exhibit C, wherein the public is advised that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men, and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to Lessee at the Premises or against Lessor as the owner thereof, in addition to all remedies at law, Lessee shall: (a) pay to Lessor the greater of a fine of \$50.00 per day or the Lessor's standard fine for similar violations in for other leases for every day that any such Mechanic's Lien remains shall be due, and (b) within ninety (90) days after written notice from Lessor thereof, either pay or bond the same or procure the discharge thereof in such

manner as may be provided by law. Lessee will indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees, and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Lessee shall pay any damages and any judgment entered thereon and save harmless and indemnify Lessor and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle Lessor to resort to remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

- c. **Liens**. Any liens placed on property owned by Lessee which are located on the Leased Premises must first be approved by Lessor and Lessor shall have the right, in Lessor's sole discretion, to grant or withhold consent. Lessee shall hold Lessor harmless and without risk with respect to any lien placed on Lessee's equipment or personal property within or about the Leased Premises. Prior to the expiration or earlier termination of this Lease, Lessee shall promptly remove any and all liens including any against any of Lessee's property or equipment, or with advanced written notice to Lessor, remove any such property or equipment from the Leased Premises. Lessor shall assume no risk or responsibility for any lien remaining on the Leased Premises or Lessee's equipment or property and Lessee shall indemnify Lessor from any liability whatsoever. This paragraph shall apply to any work performed by Lessee on or in the Leased Premises during the entire Term of this Lease and any renewal hereof.
- d. **Statutory Lien**. Lessor hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Lessee or Sub-Lessee placed upon the improvements, and Lessee agrees that Lessor has such a lien to the extent provided by statute or otherwise. Lessor may, at Lessor's sole discretion, subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Lessee for the construction of the improvements and purchase of the equipment, furniture, fixtures, and personal property placed upon the Leased Premises. Lessee shall furnish the Lessor with copies of all such security instruments.

13. **INSURANCE:**

- a. **Property and Business Income Insurance** - Lessee shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to Lessee's property including Lessee's improvements, fixtures, equipment, and materials located on the Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Lessee shall also secure, at its own expense, all risk (special form)

business income and extra expense insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to Lessee's covered property located on the Premises. Lessor shall be an additional insured on Lessee's property and business income insurance as its interests may appear, in amounts sufficient to protect Lessor's interests.

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

- c. **Commercial General Liability Insurance** - Lessee shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from Lessee's occupancy of the Premises or operations incidental thereto, with the combined single limit of \$1,000,000.00 per occurrence and a general aggregate limit of \$2,000,000.00. This insurance shall name Lessor and its appointed and elected officials, employees, agents and volunteers as additional insureds on a primary and non-contributory basis, with respect to liability arising out of or in connection with Lessee's occupancy of the Premises or operations incidental thereto under this Lease Agreement. A copy of the additional insured endorsement(s) that evidence the required additional insured status must accompany any certificate of insurance provided to Lessor. To the fullest extent permitted by law, Lessee's commercial general liability insurer shall not hold any right of subrogation against Lessor, and its appointed and elected officials, employees, agents, and volunteers. Lessee shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any commercial general liability insurance policies maintained by Lessee. Lessor shall maintain, at its sole expense, commercial general liability insurance covering the Retained Lands, on a full replacement cost basis, together with such other types of insurance coverage as are customarily maintained by owners of comparable use properties in the area in which the Premises is located and such other insurance coverage as Lessor may elect in its reasonable discretion to carry.

- d. **Workers' Compensation & Employers' Liability** - Lessee shall secure and maintain, at its own expense, workers' compensation insurance and employers' liability insurance. The workers' compensation insurance must satisfy Lessee's

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

- e. **Business Auto Liability Insurance** - Lessee shall secure and maintain, at its own expense business auto liability insurance with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of the maintenance, use or operation of any auto and contractual liability protection for bodily injury and property damage claims assumed under this Lease Agreement.
- f. **Umbrella Excess Liability or Excess Liability Insurance** – Lessee shall secure and maintain, at its own expense, umbrella excess liability or excess liability insurance with minimum limits of \$4,000,000 combined single limit - each occurrence and \$4,000,000 combined single limit – aggregates. This insurance shall include the insurance specified in Paragraphs 14(c), 14(d) (Employers' Liability Insurance only) and 14(e) as underlying insurance. This insurance shall follow form with the coverage provisions, including who is an insured, required for underlying insurance.
- g. **Intentionally Omitted.**
- h. **Evidence of Insurance / Insurers** - Lessee shall furnish certificates of insurance, acceptable to Lessor evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Lessor. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Lessor. Therefore, a copy of the endorsements to the required policies that confirm additional insured status and the insurer is obligated to send notice to Lessor as required herein, must accompany all certificates of insurance. Liability policies required herein (other than pollution liability) may not be written on a "claims made" basis without the prior written approval of Lessor. If Lessee shall fail, refuse or neglect to secure and maintain any insurance required of Lessee or to furnish satisfactory evidence of insurance, premiums paid by Lessor shall be

recoverable by Lessor from Lessee, together with interest thereon, as additional rent promptly upon being billed therefore.

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

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

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

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

15. **LESSEE TO INDEMNIFY LESSOR.** Lessee hereby releases Lessor from any and all liability and shall hold Lessor harmless, defend and indemnify Lessor for any and all liability, claims, causes of action, damage and loss or any kind whatsoever, including but not limited to attorneys' fees and costs, for injuries sustained by any person or persons in or upon the Premises (including death) or injuries to property (real or personal), unless the basis for the cause of action solely relates to the willful or negligent actions of the Lessor, its employees and agents. For purposes of this provision, "Lessor" shall include its appointed and elected officials, employees, agents, and volunteers. The above provisions of this paragraph are not intended to waive, alter, or otherwise amend the immunity of the parties under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, the above provisions are not intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any of the above obligations of this paragraph are determined by court or arbitration order or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses that are permitted

under this Paragraph shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.

16. **EXPIRATION OF LEASE TERM.**

- a. Unless this Lease is renewed pursuant to Paragraph 5 hereof, at the expiration of the Lease term, Lessee shall peaceably surrender and yield to Lessor, its successors or assigns, the Premises; provided, however, that Lessee shall be responsible for any damage to the Premises not covered by Lessor's insurance if such damage is caused by fire or other casualty resulting from the negligence, accidental conduct or tortious conduct of Lessee or Lessee's employees, licensees or invitees, ordinary wear and tear excepted.
- b. Lessee may not allow any liens to be placed against any of Lessee's equipment or improvements remaining in, about or upon the Premises. Lessee agrees to defend and hold Lessor harmless against any claim, liability or loss that may result for any reason from any lien. Lessor shall have the absolute right to dispose, remove or to retain any equipment not removed from the Premises at the termination or expiration of this Lease, surrender or abandonment of the Premises and shall not be bound or subject to any risk, cost or liability from liens Lessee has permitted to be attached thereto. At the termination of this Lease, the improvements erected on the Premises and any fixtures which are a part thereof which fixtures cannot be removed without substantial damage to said improvements, shall remain a part to the Leased Premises and shall be the property of the Lessor. Any trade fixtures which were installed on the Premises by Lessee and which are removable without substantial damage to the improvements shall remain the property of the Lessee, provided that Lessee shall promptly repair any damage to the improvements on the Premises caused by their removal and that Lessee is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Lessor shall have a lien thereon to secure itself on account of its claims.
- c. If the Lessee shall default in surrendering the Premises upon the expiration or earlier termination of this Lease, the Lessee shall be deemed to be "Holding Over" without Lessor's consent and Lessee shall be liable to Lessor for all costs, losses, claims or liabilities (including attorneys' fees) that Lessor may incur as a result of Lessee's failure to surrender the Premises.

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

18. **SIGNS.** Prior to installation, Lessee shall submit sign proposals to Lessor for Lessor's approval and consent as to the size, height, type, and location of any on Premise sign Lessee seeks to install, such approval not to be unreasonably conditioned, delayed or withheld. Electronic Messaging Centers shall be prohibited. Any sign, device, fixture or other attachment permitted to be installed by Lessee hereunder, shall be installed by Lessee at its own expense and in accordance with the Rules and Regulations attached hereto, all governmental rules, regulations, ordinances, laws, and requirements and Lessee shall obtain any and all required permits. Lessee shall be responsible for any damage resulting from the installation or removal of any such sign, device, fixture, or other attachment. Lessee shall keep its sign lighted at such reasonable times as Lessor may require under its Rules and Regulations, or as may be required by ordinance, law or regulation of any governing authority. Lessee shall maintain its sign and keep it in good repair during the term of this Lease. Upon the expiration or earlier termination of this Lease or Lessor's right to possession of the Premises in accordance with this Lease, Lessee shall, at Lessee's sole cost and expense, remove any signage and restore and repair that portion of the Premises affected by the installation or removal of the signage to the condition satisfactory to Lessor.

19. **DEFAULT.**

- a. **Events of Default.** The occurrence of one or more of the following events shall constitute an event of default (each being referred to as an "Event of Default") pursuant to the terms of this Lease:
- i. Lessee fails to pay when due any and all monies due hereunder, including, but not limited to Rent, Additional Rent, and/or any other sums due Lessor by Lessee, and such failure continues more than thirty (30) days after receipt by Lessee of Lessor's written notice of such failure; or
 - ii. Failure by Lessee to secure required insurance pursuant to Paragraph 13 of this Lease, or to cause renewals to be written and policies or copies thereof to be delivered to Lessor at least ten (10) days before the respective expiration thereof; or
 - iii. The failure of Lessee to comply with or to observe any other terms, provisions, or conditions of this Lease performable by Lessee to Lessor's satisfaction, including, but not limited to, compliance with the Rules and Regulations, maintenance, removal, repairs and replacements, and such failure continues after Lessor gives Lessee written notice that Lessee has thirty (30) days to cure the default. If such default cannot reasonably be cured within the thirty (30) day period, Lessee shall be permitted such additional time as is needed to cure the same so long as Lessee has notified Lessor and Lessee has commenced its actions

to cure within such thirty (30) day period and such cure thereafter is continuously and diligently undertaken and pursued by Lessee (or its mortgagee) and prosecuted to completion, but in no event longer than ninety (90) days, unless the cure involves repairing or correcting any structural issues where the cure time frame shall be a commercially reasonable time frame;

- iv. The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by Lessee of any act of bankruptcy, or adjudication of Lessee as bankrupt or assignment by Lessee for the benefit of its creditors, or the entry by Lessee into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to Lessee in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Lessee", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Lessee resulting from a merger or consolidation of Lessee into or with another corporation or of a dissolution or liquidation of Lessee following a transfer of all or substantially all its assets as an entirety; or
 - v. Failure by Lessee to abide by any laws, statutes, rules, or regulations relating to the Leased Premises, which failure continues for a period of thirty (30) days after Lessee's receipt of notice by mail that the violation referred to in such notice has not been corrected;
 - vi. Lessee shall abandon the Premises or suffer the Premises to become vacant or deserted;
 - vii. Lessee shall remove or caused to be removed from the Premises Lessee's fixtures, machines, or equipment without Lessor's prior written consent; or
 - viii. Failure by Lessee to cure immediately after receipt of notice from Lessor, any hazardous condition which Lessee has created in violation of law or this Lease.
- b. **Lessor's Remedies.** In the event Lessee has an Event of Default that has not been cured within the permitted time periods, the Lessor shall have all of the rights and remedies permitted by law, in equity, by statute and otherwise, including, without limitation, the following:

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

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

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

Re-letting. At any time after the expiration of Lessee's possessory right to the Premises, Lessor may re-let the Premises, or any part thereof, in the name of Lessor or otherwise for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of the Lease) and on such conditions (which may include concession or free rent) as Lessor, in its sole and absolute discretion, may determine, and Lessor may collect and receive the rental therefrom which will serve to mitigate the damages due from Lessee. Lessor shall in no way be responsible or liable to Lessee for any failure to re-let the Premises or any part thereof or for any

failure to collect any rent due upon such re-letting, and Lessee's liability shall not be affected or diminished in any respect by such failure. In the event Lessor re-lets the Premises at a rental higher than that due from Lessee under the provisions hereof, Lessee shall not be entitled to share in any excess. Lessor, at its option, may make such alterations, repairs and changes to the Premises as Lessor, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs and changes shall not operate or be construed to release Lessee from liability.

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

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

- e. **Deficiency.** Any suit brought to collect the amount of the deficiency for any month shall not prejudice the right of Lessor to collect the deficiency for any subsequent month by a similar action.
 - f. **Lessor's Right.** Any action taken by Lessor under this Paragraph shall not operate as a waiver of any right Lessor would otherwise have against Lessee for breach of this Lease, and Lessee shall remain liable to Lessor for any damages suffered by reason of Lessee's default or breach of this Lease. Lessor shall also be entitled to enjoin any breach or threatened breach by Lessee of any of the covenants and conditions of this Lease; and in the event of such breach, Lessor shall have all rights and remedies allowed at law and equity by statute or otherwise. Any and all remedies provided for herein are considered cumulative and not exclusive.
 - g. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS ON ANY MATTERS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE AGREEMENT, THE RELATIONSHIP OF LESSOR AND LESSEE, AND/OR LESSEE'S USE OF, OR OCCUPANCY OF, THE LEASED PREMISES AND ANY CLAIM OR INJURY OR DAMAGES RELATING THERETO. IN ANY EVICTION PROCEEDING ARISING OUT OF A DEFAULT BY LESSEE, LESSOR AND LESSEE CONSENT TO AN EXPEDITED OR SUMMARY PROCEEDING TO THE EXTENT AVAILABLE UNDER APPLICABLE LAW.
20. **EMINENT DOMAIN.** The Lessor agrees not to take the Premises by Eminent Domain or similar vehicle to remove the Lessee from the Premises.
21. **CONDEMNATION:** If at any time during the term hereof the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the Premises by the condemning authority, this Lease and all rights of Lessee hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination. If pursuant to the provisions of this article, this Lease Agreement shall have been terminated and if prior to such termination, Lessee shall have made any improvements upon the Premises, Lessor shall be entitled to all of the condemnation proceeds which may be granted with respect to the land and improvements existing on the Premises at the commencement of this Lease; and Lessee shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Lessee.

22. **PARTIAL CONDEMNATION:** If after commencement of this Lease Agreement only a part of the Premises shall be taken or condemned, Lessor shall be entitled to any award made with respect to the land and any improvements existing on the Premises at the commencement of this Lease and Lessee shall be entitled to any award made for any improvements made by Lessee which are condemned. In the event such condemnation shall leave a portion of the Premises which in Lessee's sole judgment is usable by Lessee, this Lease shall remain in full force and effect, but the Rent herein reserved to Lessor shall be adjusted so that Lessee shall be entitled to a reduction in Rent in the proportion that the value of land taken bears to the value of the entire Premises. If a portion of the Premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to Lessor and the rental hereunder shall not be abated. Notwithstanding the foregoing, Lessee shall have the right to terminate this Lease if, in its sole judgment, the Leased Premises have been rendered unsuitable for its purpose.
23. **SUBORDINATION.**
- a. This Lease shall be subject and subordinate to, and may be assigned as security for, any present and future mortgage or deed of trust on or of the Premises and all renewals, modifications, extensions, consolidations or replacements thereof. If requested, Lessee agrees to execute written documents evidencing the subordination of this Lease to, and its assignment as additional security for any mortgage or deed of trust. If Lessor requires Lessee to execute a Subordination Agreement, preparation of the Subordination Agreement shall be Lessor's sole cost and expense.
 - b. In addition, upon request of any mortgagee of the Premises, Lessee will execute and enter into an attornment and non-disturbance agreement with such mortgagee wherein Lessee will agree that, in the event that such mortgage is foreclosed, Lessee will attorn to the mortgagee or other owner of the Property as Lessee's Lessor and the mortgagee or other owner of the Property will, provided Lessee is not in default under the terms of this Lease, recognize the rights of Lessee under the provisions of this Lease and will not disturb the possession of Lessee hereunder.
24. **Intentionally Omitted.**
25. **ASSIGNMENT AND SUBLETTING.** Except as otherwise provided herein, Lessee shall not have the right to assign this Lease or sublet the Premises unless the written consent of Lessor is acquired, which consent may be granted or withheld in Lessor's sole discretion. Lessee shall not assign or sublet the Premises for a use other than as specified in Paragraph 7 above and shall provide Lessor with at least thirty (30) days' prior written notice of any desired assignment or subletting. All assignments and subletting shall require Lessor's prior review and written approval, which Lessor may withhold or grant in its reasonable discretion. Unless otherwise agreed, such assignment or subletting shall in no way relieve

Lessee of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. Such assignee or Sub-Lessee shall in writing assume all of the obligations to be performed by Lessee hereunder. Lessee agrees to pay for any reasonable attorney's fees incurred by Lessor resulting from any sublease or assignment. Lessor reserves the right to require the renegotiation of the terms of this Lease in return for consenting to a sublease or assignment. Notwithstanding the foregoing, Lessee shall have the right, with written notice to Lessor, but without Lessor's consent, to assign its rights hereunder to Lessee's affiliates, subsidiaries, or to any entity which acquires all or substantially all of Lessee's assets by reason of a merger, acquisition, or other business reorganization.

26. **WAIVER.** Waiver by Lessor of any right or remedy available to it in the event of any default hereunder or any breach by Lessee of the terms and conditions of this Lease shall not constitute a waiver of any succeeding default of the same or other terms and conditions of this Lease.
27. **TRANSFER OF LESSOR'S INTEREST.** Lessor shall be entitled to sell, transfer or otherwise convey its interest in the Premises, and any such sale, transfer or conveyance shall operate to relieve Lessor of any of its obligations and responsibilities hereunder, provided that the purchaser or other transferee of such interest shall expressly assume and agree to perform Lessor's obligations and responsibilities to Lessee hereunder.
28. **RISK OF LOSS FOR IMPROVEMENTS AND PERSONAL PROPERTY.** Lessee agrees that all improvements and personal property located in the Leased Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for any damage to or loss of such improvements and personal property unless such damage or loss arises from any acts of negligence or willful misconduct by Lessor nor shall Lessor be liable for any damage to or loss of Lessee's personal property resulting from fire or other casualty, from the leaking of the roof or from the bursting, leaking or overflowing of water and sewer pipes or from malfunctions of the heating, plumbing or electrical systems, or from any other cause whatsoever, except if said damage or loss is caused by the acts or negligence or willful misconduct of Lessor or its agents, servants, employees, etc.
29. **APPLICATION OF PAYMENTS.** Lessor shall have the right in its sole discretion to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to Lessor regardless of the instructions of Lessee as to the application of any such payment. The acceptance by Lessor of any rental payment by anyone other than Lessee shall not be deemed to constitute an approval of any assignment of this Lease by Lessee.
30. **NO RECORDING; MEMORANDUM OF LEASE.** This Lease shall be recorded in the Office of the Recorder of Deeds, in and for Sussex County, DE.

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

If intended for Lessor:

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

With a copy to:

J. Everett Moore, Jr., Esquire
Moore & Rutt, P.A.
122 W. Market Street
P.O. Box 554
Georgetown, DE 19947

If intended for Lessee:

Shenandoah Cable Television, LLC
d/b/a Glo Fiber
Attn.: Lease Administration
500 Shentel Way
Edinburg, VA 22824

With a copy to:

Shenandoah Cable Television, LLC
Attn: General Counsel
500 Shentel Way
Edinburg, VA 22824

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

32. **NO PARTNERSHIP.** The relationship created by this Lease is that of Lessor and Lessee, and nothing in this Lease shall be construed to make Lessor and Lessee partners. Lessee

shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or the Leased Premises liable, therefore.

33. **PRONOUNS**. All pronouns and any variations thereof used in this Lease shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the context may require. If the Lessor or Lessee be more than one person, these provisions shall be taken to bind and apply to them jointly and severally, or if a corporation, then to its successors and assigns.
34. **COUNTERPARTS; ELECTRONIC SIGNATURES**. This Lease may be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.
35. **BINDING EFFECT**. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.
36. **PARAGRAPH HEADINGS**. Paragraph headings relating to the contents of particular paragraphs have been inserted for the convenience of reference only and shall not be construed as parts of the particular paragraphs to which they refer.
37. **GOVERNING LAW**. This Lease shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles, and with venue lying in Sussex County. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Lessor-Lessee Code 25 Del. C., § 5101 et seq.
38. **ENTIRE AGREEMENT**. This Lease constitutes the entire agreement between the parties, and it supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. This Lease shall not be modified or amended except by a written instrument executed by both Lessor and Lessee.
39. **PARTIAL INVALIDITY**. If any provision of this Lease or the application thereof shall to any extent be held invalid, then the remainder of this Lease or the application of such provision other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
40. **ATTORNEYS' FEES**. Lessee shall pay upon demand all of Lessor's costs, charges, reasonable attorney's fees and expenses, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation in which Lessor, without Lessor's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship hereunder of Lessor and Lessee.

41. **EXHAUST AND ODORS.** Lessee shall, at its sole cost and expense, install and maintain adequate equipment for the Premises so as to keep any and all unreasonable odors from entering the Common Areas or other Lessees' premises. Lessee shall not cause or permit any unreasonable odors to emanate from the Premises. In the event Lessor notifies Lessee in writing that unreasonable odors are emanating from the Premises, Lessee shall within five (5) days after such notice from Lessor, commence to install, at its sole cost and expense, any necessary control devices or procedures to eliminate such odors and shall complete such installation as expeditiously as possible proceeding in a good faith manner. In the event that Lessee fails to stop unreasonable odors from emanating from the Premises, Lessor may proceed to cure the odor problem at Lessor's discretion and recover all costs and expenses from Lessee.
42. **CONSTRUCTION; FREELY NEGOTIATED.** Lessee and Lessor acknowledge that they have had their respective counsel review this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease. Lessor and Lessee agree that this Lease has been freely negotiated by both parties.
43. **LESSEE WARRANTY.** Lessee represents and warrants that Lessee is a duly formed Virginia limited liability company registered to do business in Delaware, in good standing and has full power and authority under its operating agreement to enter into this Lease. The Certificate of Good Standing from the State of Delaware and all necessary resolutions shall be provided upon Lessor's requests. Lessee has taken all legal action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.
44. **LESSOR'S RIGHT OF OFFSET.** Notwithstanding anything contained in this Lease to the contrary, Lessor shall have the absolute right to retain and use any of Lessee's funds or monies in Lessor's possession, no matter what the source of the funds or monies may be, and use any such funds or monies to off-set any payments or outstanding sums owed to Lessor.
45. **HAZARDOUS MATERIALS.** Lessee shall not permit any hazardous materials to be used or stored in the Leased Premises, unless used or stored in full compliance with any State or Federal regulations and shall hold Lessor harmless from any liability and expense from same in accordance with paragraph 15 hereof. Lessee shall comply with all Federal and State regulations related to the handling or disposal of any materials or byproducts regulated by State or Federal rules, laws or regulations.
46. **TIME OF THE ESSENCE:** Time shall be of the essence for the performance of all terms of this Lease

47. **JOINT AND SEVERAL LIABILITY:** If the Lessee is more than one person or entity, the obligation created by this Lease is intended to be a joint and several obligation of the undersigned.
48. **COMPLIANCE WITH LAWS:** Lessee shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply will all orders, regulations and directives of the State Fire Marshal or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Lessee's own cost and expense.
49. **NON-PERFORMANCE BY LESSOR.** This Lease and the obligation of Lessee to pay the Rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of Lessor's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Lessor.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed as of the Effective Date (notwithstanding the actual date of execution and deliver hereof).

LESSOR

DATED: _____

By: _____
Michael H. Vincent, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this ____ day of _____, A. D. 202___, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

Print Name of Notary Public

My Commission Expires: _____

LESSEE:

Shenandoah Cable Television, LLC
d/b/a Glo Fiber
A Virginia limited liability company

John R. Jones III
Witness

By: Harris Duncan (SEAL)
Harris Duncan, Vice President, Network Engineering

DATED: March 3, 2023

COMMONWEALTH OF :
VIRGINIA : ss.

COUNTY OF Rockingham

BE IT REMEMBERED, that on this 3 day of March, A.D. 20 23 personally came before me, a Notary Public for the State and County aforesaid, Harris Duncan, duly authorized Vice President, Network Engineering of Shenandoah Cable Television, LLC, d/b/a Glo Fiber; a limited liability company existing under the laws of the Commonwealth of Virginia, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of said company, that the signature of the duly authorized member thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his act of sealing, executing, acknowledging and delivering said indenture was duly authorized by the Operating Agreement of said company.

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

Jack Eugene Duncan
Notary Public
Jack Eugene Duncan

Print Name of Notary Public

My commission expires: July 31, 2026

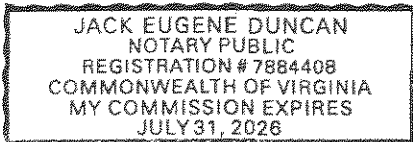


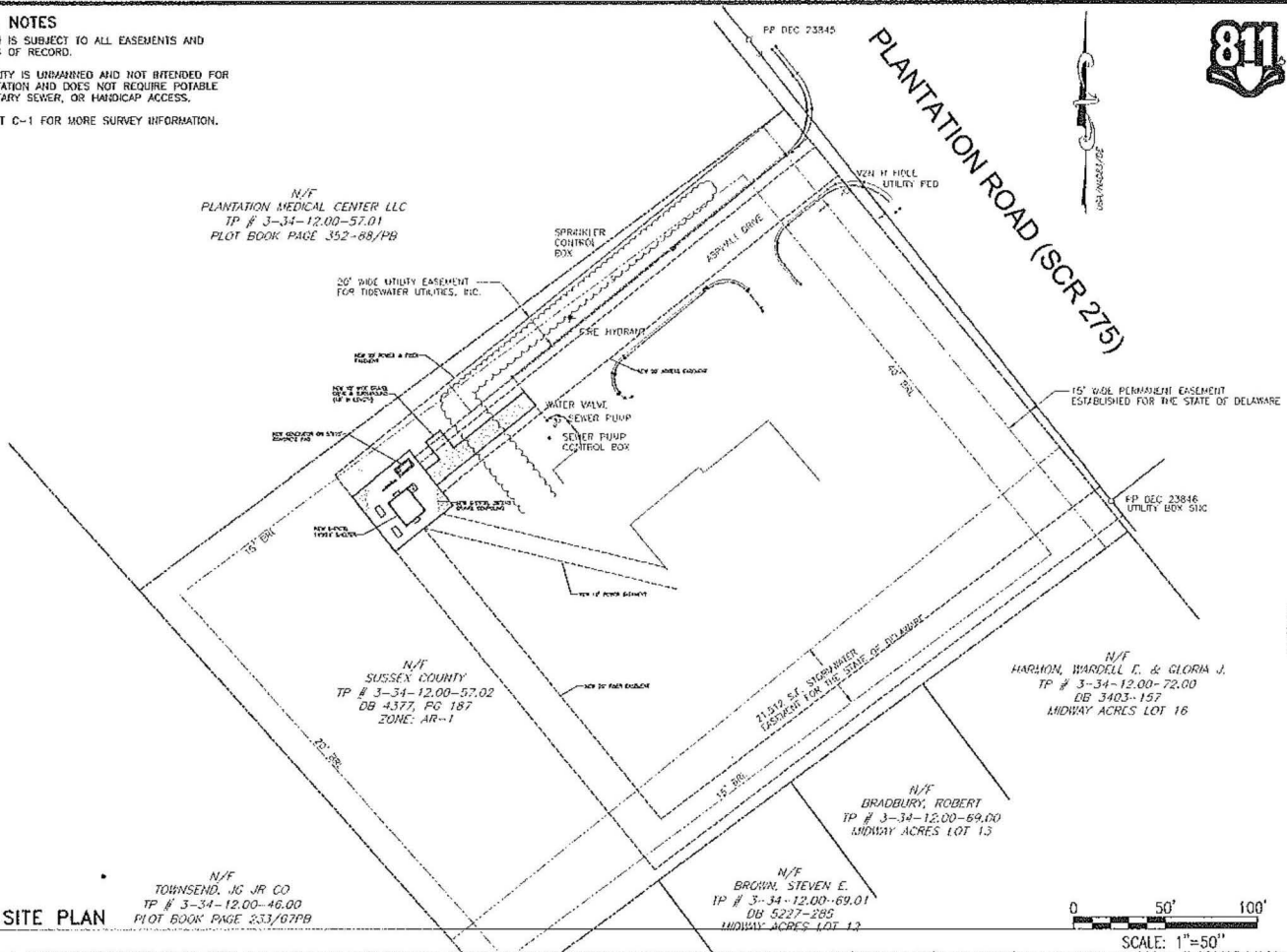
EXHIBIT A
“PREMISES”

LEGAL DESCRIPTION, CONCEPT PLAN AND FINAL SITE PLAN

A tract of land consisting of approximately 50,000 square feet and located to the rear of Sussex County Paramedic Station #104 located at 19255 Plantation Road, Rehoboth Beach, Delaware 19971, and being identified as the rear portion of a tract of land identified as Sussex County Tax Map No. 334-12.00-57.023

See attached drawing

- GENERAL NOTES**
1. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 2. THE FACILITY IS UNIMPAIRED AND NOT INTENDED FOR HUMAN HABITATION AND DOES NOT REQUIRE POTABLE WATER, SANITARY SEWER, OR HANDICAP ACCESS.
 3. SEE SHEET C-1 FOR MORE SURVEY INFORMATION.



HURT & PROFFITT
 INSPIRED / RESPONSIVE / TRUSTED
 2524 LANGHORNE ROAD
 LYNCHBURG VA 24502
 434.847.7796 | HANDP.COM
 REGISTERED PROFESSIONAL ENGINEERS
 CIVIL/MECHANICAL/ELECTRICAL/CONSTRUCTION TECHNOLOGY SPECIALIZATIONS

SITE PLAN
 SUXESS POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19871



PROJECT NO. 2022234
 FINAL CONSTRUCTION DRAWINGS
 DATE: 01/18/2023
 DRAWN BY: CHW
 CHECKED BY: EAV

SHENTEL
 SHEET NO. C-2

1
 C-2

SITE PLAN

SCALE: 1"=50'

THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

EXHIBIT B

LESSEE'S WORK

See Attached Drawings



SHENTEL®



SHENANDOAH CABLE TELEVISION, LLC SITE NAME: SUSSEX POP FINAL CONSTRUCTION DRAWINGS 19255 PLANTATIONS ROAD LEWES, DE 19971

TITLE SHEET
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19971



PROJECT NO: 20220204
 FINAL CONSTRUCTION DRAWINGS
 DATE: 01/18/2023
 DRAWN BY: CHW
 CHECKED BY: TAY

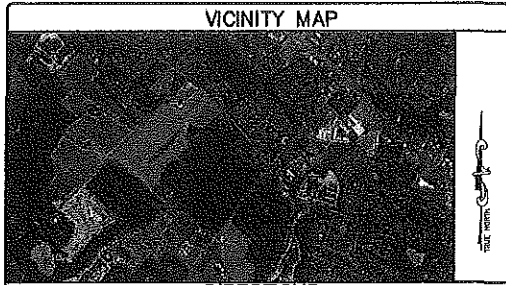


SHEET NO:
 T-1

PROJECT NARRATIVE
 PROJECT CONSISTS OF INSTALLING (1) PROPOSED TELECOMMUNICATION SHELTER, (1) METER BANK AND (1) GENERATOR IN AN EXISTING COMPOUND

SITE INFORMATION
 SITE ADDRESS: 19255 PLANTATIONS ROAD LEWES, DE 19971
 JURISDICTION: SUSSEX COUNTY
 LATITUDE (NAD 83): 38.725016
 LONGITUDE (NAD 83): -75.145320
 GROUND ELEVATION: 26.5' AMSL
 ZONING: AR-1
 PARCEL ID: 3-34-12.00-57.02
 PARCEL OWNER: SUSSEX COUNTY
 CONSTRUCTION TYPE: N/A
 POWER PROVIDER: DELAWARE ELECTRIC COOPERATIVE

APPLICANT
 APPLICANT: SHENTEL
 500 SHENTEL WAY
 EDINBURG, VA 22824



DIRECTIONS
 LEAVING 500 SHENTEL WAY, TAKE I-65 EAST FOR 65 MILES AND TAKE EXIT 648 TO MERGE ONTO I-495 NORTH, FOLLOW FOR 28 MILES AND TAKE EXIT 19A TO MERGE ONTO US-50 EAST, FOLLOW FOR 41 MILES TO EXIT ONTO US-50 TOWARDS OCEAN CITY. IN 7 MILES TURN LEFT ONTO GREEN HILLS WAY AND FOLLOW FOR 22.2 MILES, THEN LEFT ONTO SOUTH SHORE RD. FOLLOW FOR 23 MILES AND TURN RIGHT ONTO COASTAL HWY. IN 9.2 MILES, TURN RIGHT ONTO SHARP RD. TURN LEFT AFTER .4 MILES ONTO DE-10. AFTER 4 MILES, TURN RIGHT AND THE DESTINATION IS ON YOUR LEFT.

CODE COMPLIANCE
 ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO CONTRADICT OR BE IN CONFLICT WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 -2022 CFSM-REVISION 0 -ANSI/TIA-222-G
 -2020 NATIONAL ELECTRIC CODE -TA 607
 -2020 NFPA 701, LIFE SAFETY CODE -INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER BI
 -2021 IFC -NFPA C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
 -2018 VIRGINIA UNIFORM BUILDING CODE -TELECOMMA GR-1275
 -AMERICAN INSTITUTE OF STEEL CONSTRUCTION -ANSI/T 311
 -MANUAL OF STEEL CONSTRUCTION 13TH EDITION -AMERICAN CONCRETE INSTITUTE

DRAWING INDEX

- T-1 TITLE SHEET
- C-1 SITE SURVEY
- C-2 SITE PLAN
- C-3 ENLARGED SITE PLAN
- S-1 CONSTRUCTION DETAILS & NOTES
- L-1 LANDSCAPE PLAN
- L-2 LANDSCAPE NOTES & DETAILS
- E-1 ELECTRICAL SITE PLAN
- E-2 GROUNDING SITE PLAN
- E-3 ELECTRICAL DETAILS
- E-4 POWER ONE-LINE DIAGRAM
- E-5 GROUNDING DETAILS

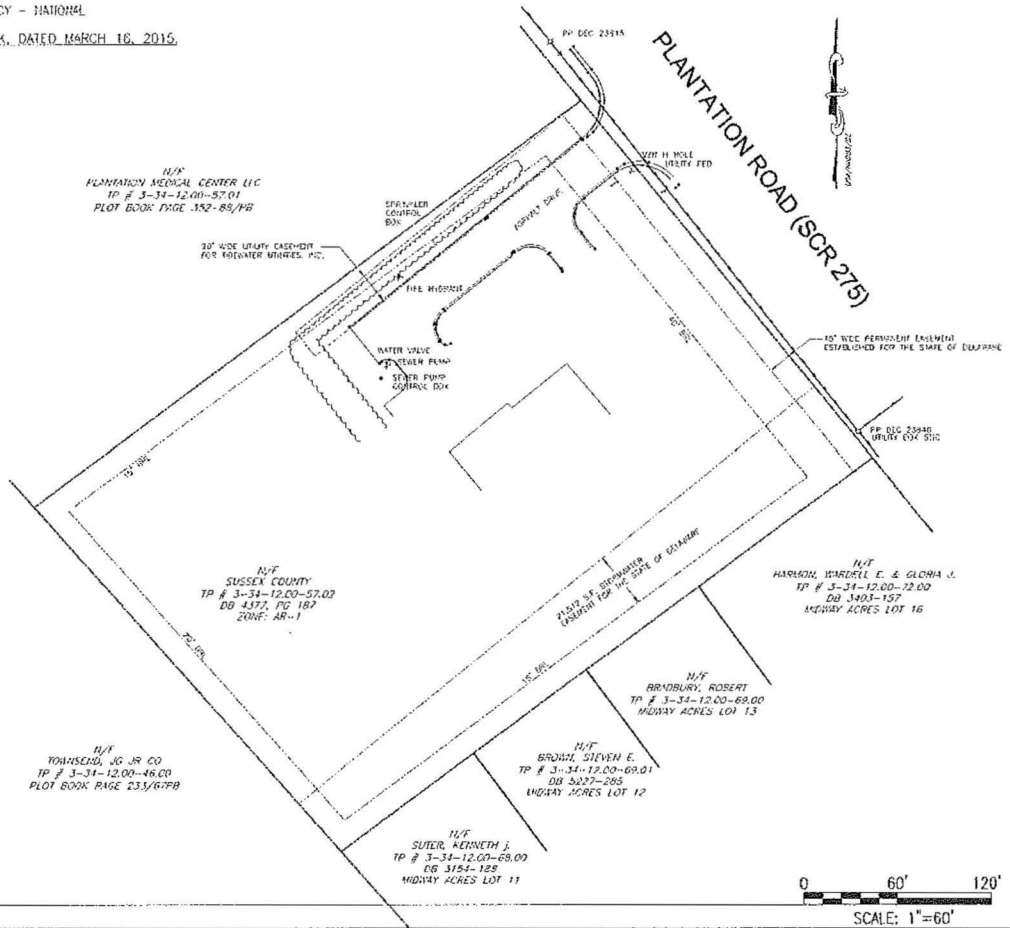
APPROVED
 WILLIAM WILLIAMS
 PROFESSIONAL ENGINEER
 STATE OF DELAWARE
 LICENSE NO. 21794

PROJECT TEAM
 ENGINEER: HURT & PROFFITT
 2524 LANGHORNE ROAD
 LYNCHBURG, VA 24501
 (434)847-7780
 SHENTEL CONSTRUCTION: BILLY HUME
 500 SHENTEL WAY
 EDINBURG, VA 22824
 (540)864-3050

THIS SHEET IS INTENDED TO BE REPRODUCED AT 11X17. REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

THE AREA OF THE PROPOSED EQUIPMENT APPEARS TO LIE WITHIN FLOOD ZONE X ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE COMMUNITY NUMBER 10005C0332.K, DATED MARCH 16, 2015.

HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD83



N/F
PLANTATION MEDICAL CENTER LLC
TP # 3-34-12.00-57.01
PLOT BOOK PAGE 352-85/HR

30' WIDE UTILITY EASEMENT FOR FIDELITY UTILITIES, INC.

WATER VALVE
SEWER PUMP
SEWER BOX

N/F
SUSSEX COUNTY
TP # 3-34-12.00-57.02
DB 3377, PG 187
ZONE: AR-1

N/F
TOWNSHIP, JG JR CO
TP # 3-34-12.00-46.00
PLOT BOOK PAGE 233/40/PB

N/F
BRADSHAW, STEVEN E.
TP # 3-34-12.00-69.01
DB 5227-295
MIDWAY ACRES LOT 12

N/F
SUTER, KENNETH J.
TP # 3-34-12.00-68.00
DB 3154-125
MIDWAY ACRES LOT 11

N/F
BRADBURY, ROBERT
TP # 3-34-12.00-69.00
MIDWAY ACRES LOT 13

N/F
HARLAN, MARDELL E. & GLORIA J.
TP # 3-34-12.00-72.00
DB 3403-157
MIDWAY ACRES LOT 16

HURT & PROFFITT
INSPIRED / RESPONSIVE / TRUSTED
2824 LANCHORNE ROAD
LYNCHBURG VA 24090
434.847.7798 | H&P.COM

HP

SITE SURVEY
SUSSEX POP
19265 PLANTATIONS ROAD
LEWES, DE 19971

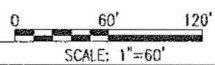
WILLIAMS, JR.
LICENSE
No. 21794
PROFESSIONAL ENGINEER
DELAWARE

PROJECT NO. 2022034
FINAL CONSTRUCTION
DRAWINGS
DATE: 01/18/2023
DRAWN BY: DWV
CHECKED BY: LAV

SHENTEL

SHEET NO.
C-1

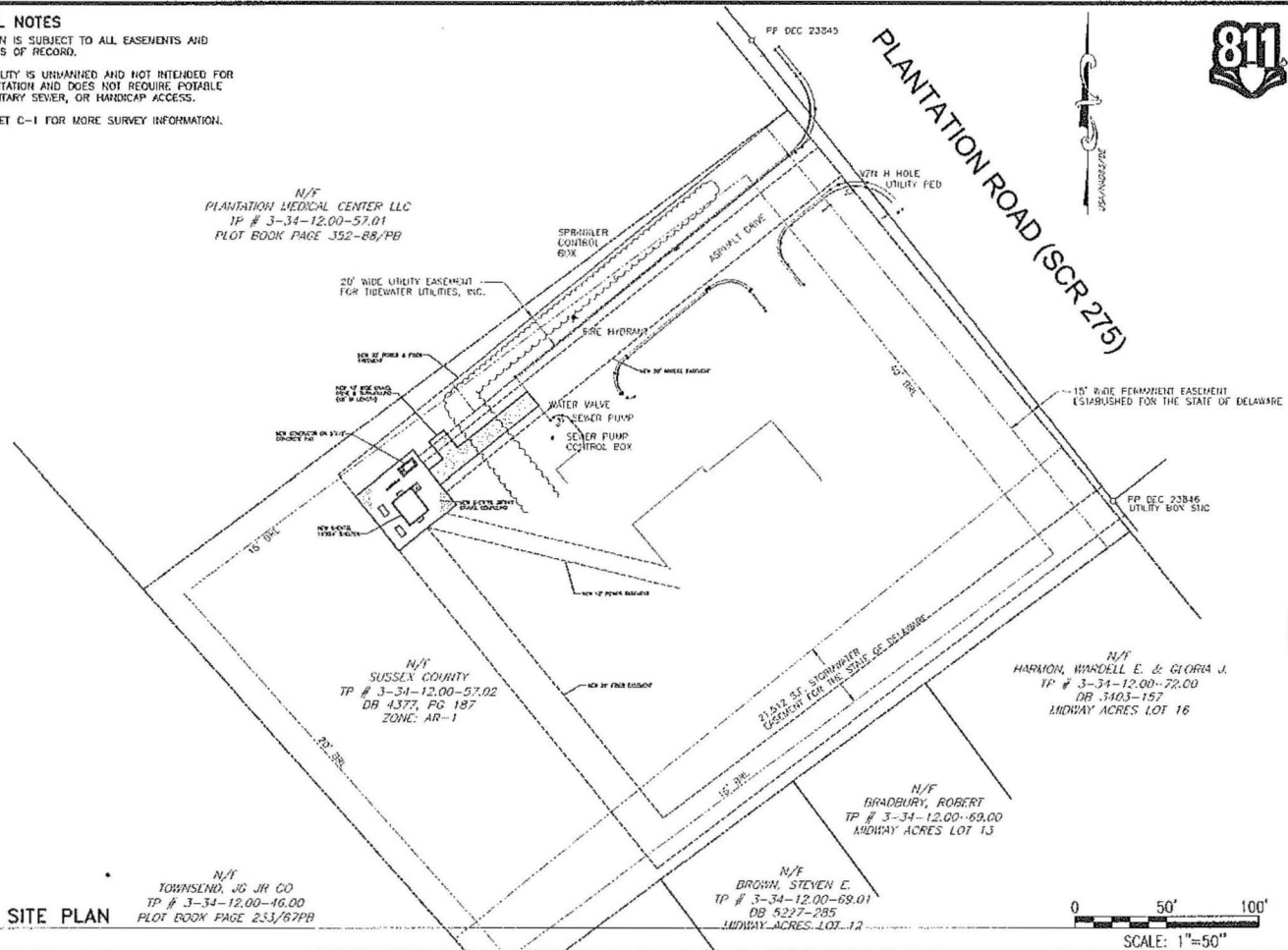
1
C-1
SITE SURVEY



THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

GENERAL NOTES

1. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION AND DOES NOT REQUIRE POTABLE WATER, SANITARY SEWER, OR HANDICAP ACCESS.
3. SEE SHEET C-1 FOR MORE SURVEY INFORMATION.



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 2524 LANGHORNE ROAD
 LYNCHBURG, VA 24501
 434.847.7798 | HANDP.COM



SITE PLAN
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19871

PROJECT NO. 2022034
 FINAL CONSTRUCTION
 DRAWINGS
 DATE: 01/18/2023
 DRAWN BY: ONIY
 CHECKED BY: TAY

SHENTEL

SHEET NO.
C-2



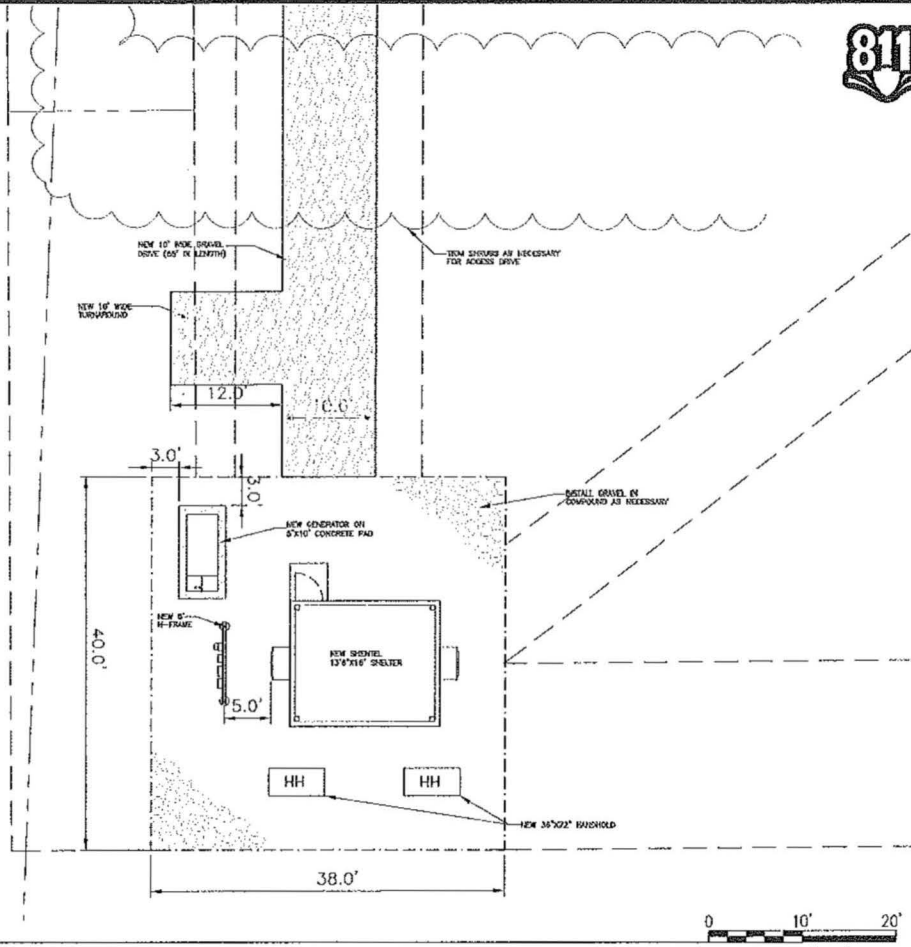
1
 C-2

SITE PLAN

THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

SITE NOTES

1. GRAVEL SHALL BE SPREAD THROUGHOUT THE 33X45' COMPOUND.
2. FENCE SHALL BE PERMITTED BUT MAY BE INSTALLED AT A LATER TIME.
3. CONSULT WITH SHERTEL PROJECT MANAGER FOR ACTUAL LOCATION OF NEW ITEMS.
4. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST AND CROSS THROUGH THE AREA OF CONSTRUCTION THAT ARE NOT SHOWN ON THESE PLANS. BEFORE YOU DIG, CALL "MISS UTILITY" AT 811. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AT THE FIRST PHASE OF CONSTRUCTION AND CHECKED PERIODICALLY TO ENSURE THEY ARE FUNCTIONING AS INDICATED.
6. THE STOCKPILING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
7. ANY VEGETATED AREA DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED AND SEEDED TO RESTORE A PERMANENT VEGETATIVE COVER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING WITH MATCHING MATERIALS ANY PAVEMENT, DRIVEWAYS, WALKS, CURBS, ETC. THAT MAY BE CUT, OR THAT ARE DAMAGED DURING CONSTRUCTION.



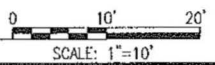
HURT & PROFFITT
 INSPIRED / RESPONSIVE / TRUSTED
 2524 LANGHORNE ROAD
 LYNCHBURG VA 24501
 434.647.7796 | HANDP.COM
 ENGINEERING • SURVEYING • LAND ACQUISITION • ENVIRONMENTAL
 GEOTECHNICAL • CONSTRUCTION TESTING & INSPECTION • ASBESTOS REMEDIATION

ENLARGED SITE PLAN
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19971



PROJECT NO.	2022031
FULL CONSTRUCTION DRAWS	
DATE:	01/16/2022
DRAWN BY:	OWW
CHECKED BY:	JAW

SHERNEL



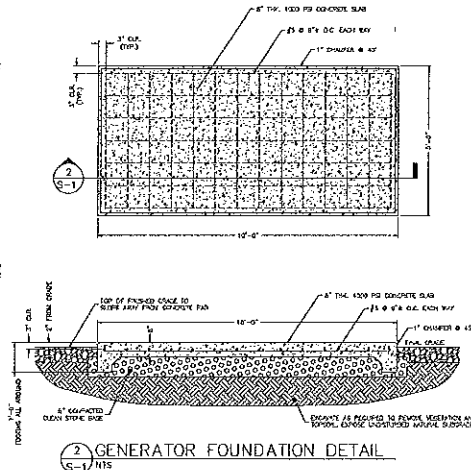
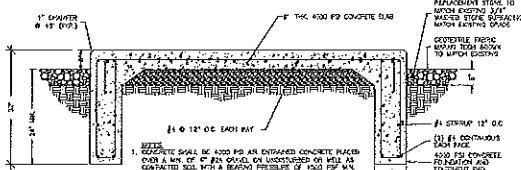
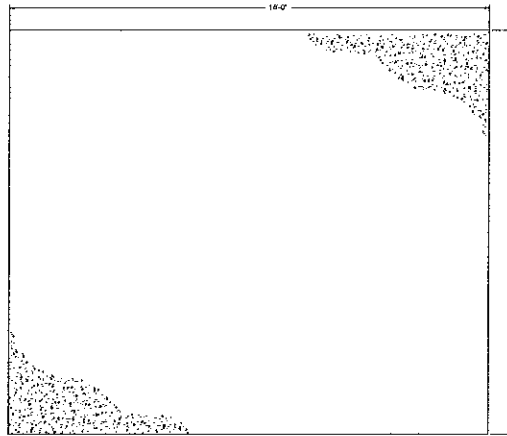
SHEET NO.
C-3

1
C-3
ENLARGED SITE PLAN

THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

CONCRETE GENERAL NOTES

- ALL CONCRETE MUST BE PLACED AND FINISHED TO MEET THE FOLLOWING REQUIREMENTS FOR REINFORCED CONCRETE AND TO THE FINISH SPECIFICATIONS.
 - ALL CONCRETE IS TO BE NORMAL WEIGHT CONCRETE WITH A MINIMUM SLAB OF A PORTLAND CEMENT AGGREGATE RATIO FROM THE ADJACENT WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.
 - FINISH AN ELEVATION OF 4" TO A MAXIMUM IN ALL EXPOSED CONCRETE WORK WITH AN ACCEPTABLE FINISH TO MATCH THE FINISH OF THE EXISTING CONCRETE. DO NOT COVER AN ELEVATION EXCEEDING 3" HEIGHT.
 - NO HOLES OR BLENDS SHALL BE MADE THROUGH CONCRETE WORK OTHER THAN THOSE SHOWN ON THE STRUCTURAL DRAWINGS WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.
 - ALL FORMWORK MUST BE REMOVED AS SOON AS POSSIBLE TO EXPOSE THE FINISH.
 - SLAB TOLERANCES TO ASTM A913, SPECIFIED MAXIMUM VALUE OF FLATNESS F 1.25 WITH TOLERANCE F 1.75 AND MAXIMUM VALUE OF LEVELNESS F 1.75 WITH TOLERANCE F 1.75 AND F 1.75 WITH 72 HOURS OF SLAB CURE.
 - CAREFUL ON SLAB (IF APPLICABLE) ALLOWABLE CAPACITY OF CONCRETE USED IN DESIGN FOR 28-DAY PSI.
- FOUNDATION NOTES**
- GENERAL FOUNDATION AND RELATED REQUIREMENTS
 - 1.1 CODES
 - A. DESIGN CONFORMS TO INTERNATIONAL BUILDING CODE 2012.
 - B. ALL CONCRETE MUST MEET THE REQUIREMENTS FOR REINFORCED CONCRETE TO THE IBC.
 2. REINFORCEMENT
 - 2.1 SPECIFICATIONS
 - A. REINFORCEMENT MUST BE PLACED TO BE IN AN UNSTRESSING POSITION. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - B. REINFORCEMENT AND ALL TEMPORARY SKELETON, BRACING AND BRACING MUST BE REMOVED TO MAINTAIN THE EXISTENCE AND PROTECT SUBSEQUENT STRUCTURES AND UTILITIES.
 - C. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - 2.2 CONSTRUCTION
 - A. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - B. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - 2.3 CONSTRUCTION
 - A. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - B. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - 2.4 CONSTRUCTION
 - A. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.
 - B. REINFORCEMENT SHALL BE PLACED TO BE IN AN UNSTRESSING POSITION.



1 SHELTER FOUNDATION DETAIL
S-1 NTS

2 GENERATOR FOUNDATION DETAIL
S-1 NTS

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HURT & PROFFITT
INSPIRED / RESPONSIVE / TRUSTED
2024 LANGHORNE ROAD
LANCHESTER, VA 23060
434.847.7788 | H&P.COM
CONSTRUCTION TECHNOLOGY INNOVATION

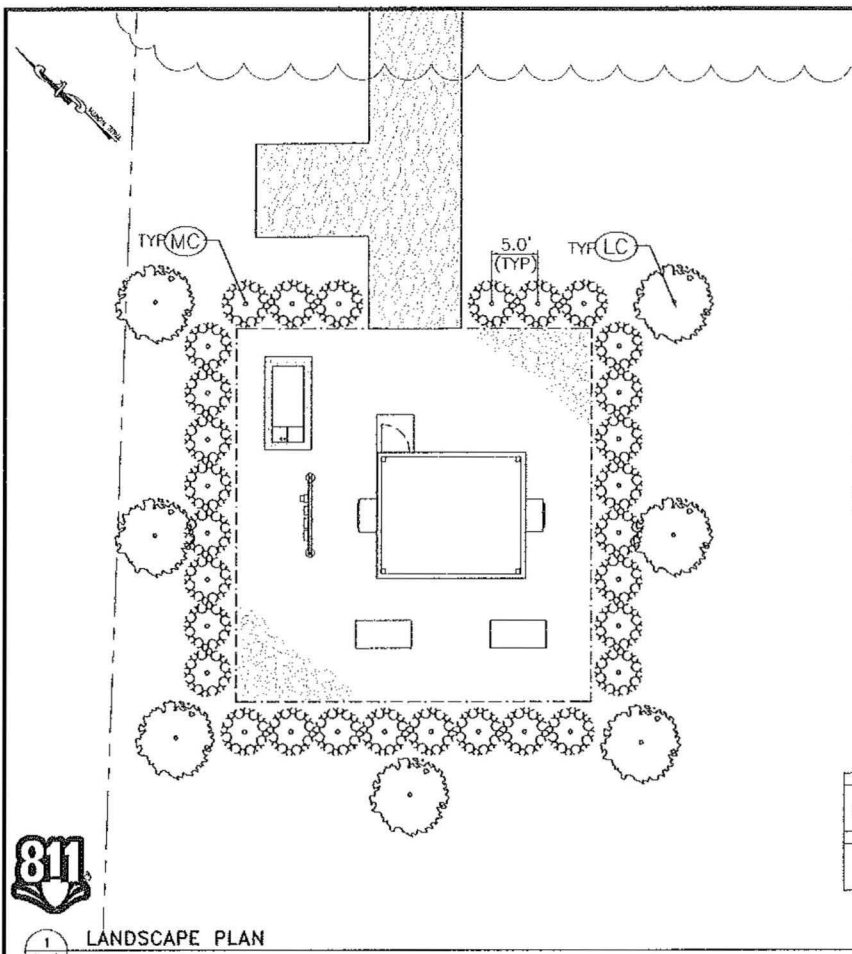
CONSTRUCTION DETAILS
& NOTES
SUSSEX POP
19255 PLANTATIONS ROAD
LEWES, DE 19971



PROJECT NO. 2022031
FINAL CONSTRUCTION
DRAWINGS
DATE: 01/18/2023
DRAWN BY: DMW
CHECKED BY: TDV

ASHENTEL

SHEET NO.
S-1



GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY THAT TOTAL QUANTITIES INDICATED IN THE PLANT LIST OR SCHEDULE AGREES WITH QUANTITIES SHOWN ON PLANTING LAYOUT. IF DISCREPANCIES, USE TOTAL OF QUANTITIES SHOWN ON PLANTING LAYOUT.
2. THE CONTRACTOR SHALL PROVIDE THE QUANTITIES REQUIRED TO COMPLETE PROPOSED PLANTING AS SHOWN ON THE LANDSCAPE PLAN.
3. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE.
4. ALL BEDS SHALL BE CLEAN AND WEEDED.
5. ALL AREAS NOT PAVED OR PLANTED SHALL BE SEEDED.
6. PROVIDE ALL NECESSARY PLANT MATERIALS, LABOR, TOOLS, AND MATERIALS TO COMPLETE THIS PROJECT IN A WORKMANLIKE, PROFESSIONAL MANNER.
7. ALL TREES, SHRUBS, AND GROUND COVERS SHALL BE SPECIMEN QUALITY (AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS), SHALL BE NURSERY-GROWN, AND IN A HEALTHY, INSECT AND DISEASE-FREE, CONDITION.
8. NO SUBSTITUTIONS OF SIZE OR VARIETY OF PLANT MATERIAL, WITHOUT PRIOR APPROVAL OF LANDSCAPE DESIGNER.
9. STAKE TREES ACCORDING TO A.A.N. (AMERICAN ASSOCIATION OF NURSERYMEN) STANDARDS.
10. "BBB" INDICATES BALLED AND BURLAPPED.
11. "COB" INDICATES CONTAINERIZED PLANTS.
12. ALL TREES AND SHRUBS HAVE BEEN LOCATED WITH RESPECT TO PROPOSED OR EXISTING UTILITIES AS ACCURATELY AS POSSIBLE. FIELD VERIFY LOCATIONS FOR ALL UTILITIES PRIOR TO INSTALLING PLANT MATERIAL.
13. VERIFY ALL DIMENSIONS IN THE FIELD, NOTIFY OWNER AND LANDSCAPE DESIGNER OF ANY VARIANCE FROM PLANS.
14. PROVIDE OWNER FULL 12 MONTHS MATERIAL AND LABOR GUARANTEE OF ALL PLANT MATERIAL.
15. THOROUGHLY WATER ALL PLANT MATERIAL AFTER PLANTING AND MULCHING. FERTILIZE ALL PLANT MATERIAL AFTER WATERING. APPLY SLOW RELEASE FERTILIZER TO ALL PLANTS PER MANUFACTURER'S DIRECTIONS ON LABEL AT PLANTING.
16. SOAK BARE ROOT PLANTS IN LIQUID SEAKED SOLUTION FOR ONE-HALF HOUR @ DOUBLE STRENGTH, AND GENTLY PRUNE ROOTS BEFORE PLANTING.
17. PRUNE ALL PLANT MATERIAL - REMOVE BARK AND DEAD GROWTH ONLY. PRUNE FOR NATURAL SHAPE PER SPECIES.
18. MULCH TO BE 2" MIN DEPTH SHREDDED HARDWOOD DARK MULCH IN ALL BED AREAS.
19. IN PLANTING BEDS, OBTAIN THE COMPACTED EARTH SAMPLES AND COVER THE BEDS WITH MULCH (2" MIN DEPTH). AT RIDGE RINGS PROVIDE MULCH IN A CONTINUOUS BED. ALL GROUPINGS OF SHRUBS SHALL BE INSTALLED IN CONTINUOUS WALKER BEDS.
20. TREE AND SHRUB PITS SHALL BE 3 TIMES SIZE OF ROOT BALL AND BACK FILLED WITH FOLLOWING SOIL MIXTURE THOROUGHLY MIXED: 3 PARTS JAMES OWEN SAND, 2 PARTS COMPOSTED HORSE MANURE OR CATTLE MANURE, OR ORGANIC COMPOST, AND 6 PARTS GOOD QUALITY TOPSOIL.
21. PREPARE SOIL WITH 10 CALCIUM LIME @ RATE AS SHOWN ON SEEDING TABLES, SHEET L-2.
22. TEST SOIL BEFORE PLANTING AND ADD PROPER SOIL ADJUSTMENTS TO SOIL TO ESTABLISH PH OF 6.5.

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 LYNCHBURG VA 24502
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LANDSCAPE PLAN
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19871

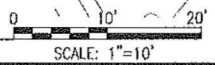
WARREN WILLIAMS
 LICENSE
 1-18-23
 No. 21794
 DELAWARE
 PROFESSIONAL ENGINEER

PROJECT NO. 202203H
 FINAL CONSTRUCTION
 DRAWINGS
 DATE: 07/10/2023
 DRAWN BY: CHSY
 CHECKED BY: TAV

SHENTEL

SHEET NO.
 L-1

DESCRIPTION	TO BE PLANTED	SPACING	HEIGHT
MC-MORICA CESTRIA SOUTHERN BAY WATTLE	(30) TO BE PLANTED	PLANT AS SHOWN, 5' MAX SPACING	5' TALL MIN, 12 MAX 1/2 MAX
LC-CORPUSCULUS LEVANDI LEWIS AND CLARK	(7) TO BE PLANTED	PLANT AS SHOWN, 20' MAX SPACING	SINGLE STEM 1 3/4" CALIPER @ 6" TALL MIN



811

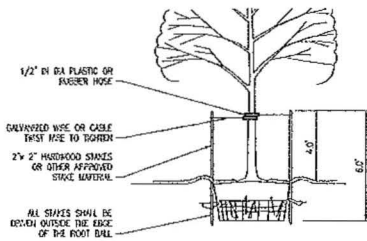
LANDSCAPE PLAN

1
L-1

THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

WIRE OR CABLE SIZES SHALL BE AS FOLLOWS:
 TREES UP TO 65 MM (2.5 IN) CALIPER - 14 GAUGE
 TREES 65 MM (2.5 IN) TO 75 MM (3 IN) CALIPER - 12 GAUGE

TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. PLASTIC HOSE SHALL BE KEPT EXPOSED TO ACCOMMODATE SWELL (1.5 IN) OF GROWTH AND BUFFER ALL EDGES FROM THE WIRE. TUCK ANY LOOSE ENDS OF THE WIRE OR CABLE INTO THE WIRE WHIP SO THAT NO SHARP WIRE ENDS ARE EXPOSED.



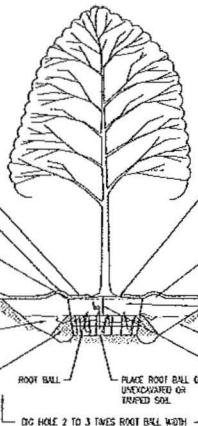
TREE STAKING DETAIL (FOR TREES 3" IN CALIPER OR LESS)

NO SCALE

NOTES

1. ASSURE THAT THE BEARING SURFACE OF THE PROTECTIVE COVERING OF THE WIRE OR CABLE AGAINST THE TREE TRUNK IS A MINIMUM OF 1/2".
2. REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVERCOME THE PROBLEM THAT REQUIRED THE TREE TO BE STAKED. STAKES SHALL BE REMOVED 120 LATER THE END OF THE FIRST GROWING SEASON AFTER PLANTING.
3. TREES NORMALLY DO NOT NEED TO BE STAKED AND STAKING CAN BE HARMFUL TO THE TREE. STAKING SHOULD BE DONE ONLY WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT IF IT IS EXPECTED THAT THE TREE WILL NOT BE ABLE TO SUPPORT ITSELF. THE FOLLOWING ARE REASONS WHY TREES DO NOT REMAIN STRAIGHT:
 - TREES WITH POOR QUALITY ROOT BALLS OR ROOT BALLS THAT HAVE BEEN CRACKED OR DAMAGED. SELECT RATHER THAN STAKE.
 - TREES THAT HAVE GROWN TOO CLOSE TOGETHER IN THE NURSERY, RESULTING IN WEAK TRUNKS. SELECT RATHER THAN STAKE.
 - PLANTING PROCEDURES THAT DO NOT ADEQUATELY TAMP SOIL AROUND THE ROOT BALL. CORRECT THE PLANTING PROCEDURE.
 - ROOT BALLS PLACED ON SOFT SOIL. TAMP SOILS UNDER ROOT BALL PRIOR TO PLANTING.
 - ROOT BALLS WITH VERY SANDY SOIL OR VERY HEAVY CLAY SOIL. STAKING ADVISABLE.
 - TREES LOCATED IN A PLACE OF EXTREMELY WINDY CONDITIONS. STAKING ADVISABLE.
 - TREES WITH LARGE CROWNS. STAKING ADVISABLE.
 - TREES THAT ARE WEAK STEMMED. STAKING ADVISABLE.

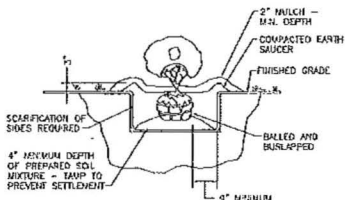
- 2"-3" MULCH DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. MAINTAIN THE MULCH WITH TREE FOR A MINIMUM OF THREE YEARS AFTER PLANTING.
- SAUCER
- SET TOP OF ROOT BALL FLUSH TO GRADE OR 1"-2" HIGHER IN SLIGHTLY DRAINING SOILS.
- MULCH RING 6" DIA MAX (IF DIA PREFERRED)
- PARTIALLY BASKET HOLE AND WATER TO SETTLE SOIL. FORM BACKFILLING.
- TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.



- EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
- 4" HIGH EARTH SAUCER BEYOND EDGE OF ROOT BALL.
- FRESH GRADE
- REMOVE ALL TRUNK ROPE AND WIRE AND BURAP FROM TOP HALF OF ROOT BALL.
- SCARIFY BOTTOM AND EDGES OF HOLE WALL PRIOR TO PLANTING.
- IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND THE ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.

NOTES

1. ALL TREES TO HAVE SPECIFIC FORM WITH FULL, DENSE CROWNS.
2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. DO NOT PRUNE TERMINAL LEADER OR BRANCH TOPS. PRUNE ONLY DROOPING LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOLE INTERIOR BRMS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
3. DO NOT STAKE OR WHIP TRUNK UNLESS NECESSARY.
4. REMOVE TAGS AND LABELS.
5. ALL TOPSOIL SHALL BE RETAINED AND REUSED IN PLANTED HOLES. USE EXCESS SOIL TO FORM A 2" TO 4" SAUCER AROUND THE PLANT. SAUCERS SHALL BE THE SAME DRAINAGE OF SLOPE AS LARGER THAN THE ROOT BALL.
6. DO NOT USE PLASTIC BENEATH MULCH AROUND TREES AND SHRUBS.



SHRUB PLANTING DETAIL

NO SCALE

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LANDSCAPE NOTES & DETAILS
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19971

WILLIAM WILLIAMS, III
 LICENSE
 No. 21794
 DELAWARE
 PROFESSIONAL ENGINEER

PROJECT NO. 2022024
 FINAL CONSTRUCTION DRAWINGS
 DATE: 01/15/2023
 DRAWN BY: CHW
 CHECKED BY: TAY

SHENTEL
 SHEET NO.
 L-2



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ELECTRICAL SITE PLAN
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19871



PROJECT NO. 2022014
 FINAL CONSTRUCTION DRAWINGS
 DATE: 01/10/2023
 DRAWN BY: OHSW
 CHECKED BY: TAV

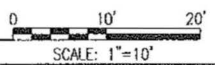
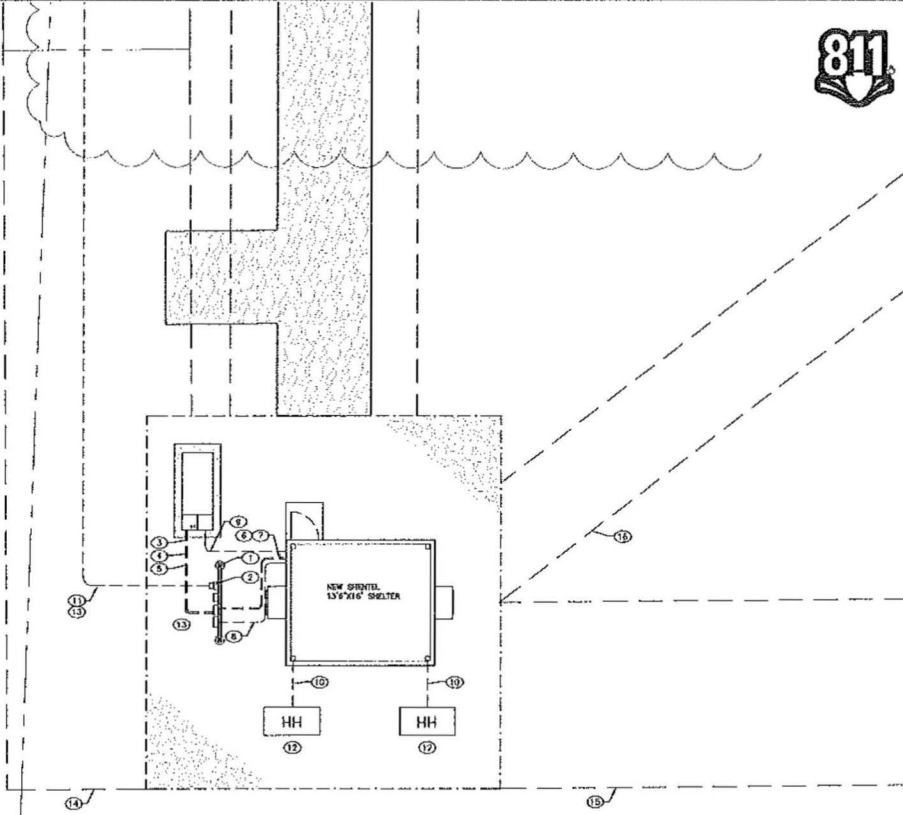
SHENTEL

SHEET NO.
 E-1



CONSTRUCTION NOTES

- 1 PROPOSED 8" UTILITY SERVICE STAND WITH 200A METER, 200A DISCONNECT, 200A MTS & 200A ATS.
- 2 NEW METER. COORDINATE PROVISION OF METER WITH LOCAL POWER COMPANY.
- 3 FURNISH AND INSTALL (1) 2" SCH 40 PVC CONDUIT W/ (3) 3/0 + (1) #60 WIRES FROM ATS TO GENERATOR FOR POWER SERVICE.
- 4 FURNISH AND INSTALL (1) 1" SCH 40 PVC CONDUIT FROM ATS TO GENERATOR FOR CONTROL.
- 5 FURNISH AND INSTALL (1) 1" SCH 40 PVC CONDUIT FROM ATS TO GENERATOR FOR ALARMS.
- 6 FURNISH AND INSTALL (1) 2" SCH 40 PVC CONDUIT W/ MULETAPE PULLSTRING FOR ALARMS FROM ATS TO SHELTER CABINET. GC TO INSTALL COPPERHEAD TRACER WIRE ALONGSIDE THE 2" CONDUIT.
- 7 FURNISH AND INSTALL (1) 2" SCH 40 PVC SPARE CONDUIT FROM UTILITY STAND TO SHELTER.
- 8 FURNISH AND INSTALL (1) 2" SCH 40 PVC CONDUIT W/ (3) 3/0 + #60 WIRES FROM MTS TO SHELTER.
- 9 FURNISH AND INSTALL (1) 1" SCH 40 PVC CONDUIT FROM GENERATOR TO BATTERY & BLOCK HEATER.
- 10 FURNISH AND INSTALL (4) 4" SCH 40 PVC CONDUIT FOR FIBER SERVICE FROM SHELTER TO 36"x72" HANDHOLE, (1) 1" PVC CONDUIT FOR GROUNDING, AND #2 TINNED COPPER FROM EACH HANDHOLE GROUND BAR TO EACH CABLE ENTRANCE GROUND BAR.
- 11 FURNISH AND INSTALL (2) 4" SCH 40 PVC CONDUIT FROM EXISTING POWER POLE TO METER.
- 12 FIBER TO BE BROUGHT IN BY OTHERS.
- 13 CONTRACTOR TO ARRANGE AND PROVIDE FOR UNDERGROUND UTILITY LOCATION SURVEYS FOR ALL TRENCHING. REUSE NATIVE BACKFILL AND REINSTATE TO ORIGINAL CONDITION.
- 14 NEW 20' POWER & FIBER EASEMENT.
- 15 NEW 20' FIBER EASEMENT.
- 16 NEW 10' POWER EASEMENT.



1
 E-1
ELECTRICAL SITE PLAN

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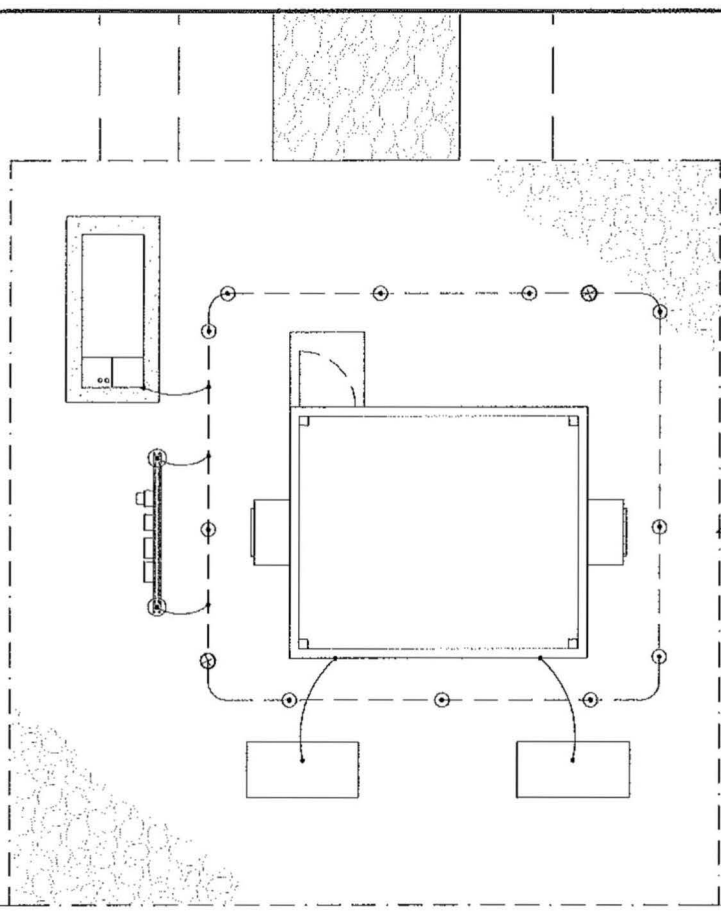
GROUNDING SITE PLAN
 SUSSEX POP
 19255 PLANTATIONS ROAD
 LEWES, DE 19971



PROJECT NO. 20222601
 FINAL CONSTRUCTION DRAWINGS
 DATE: 08/19/2023
 DRAWN BY: OIW
 CHECKED BY: TAV

SHENTEL

SHEET NO.
E-2

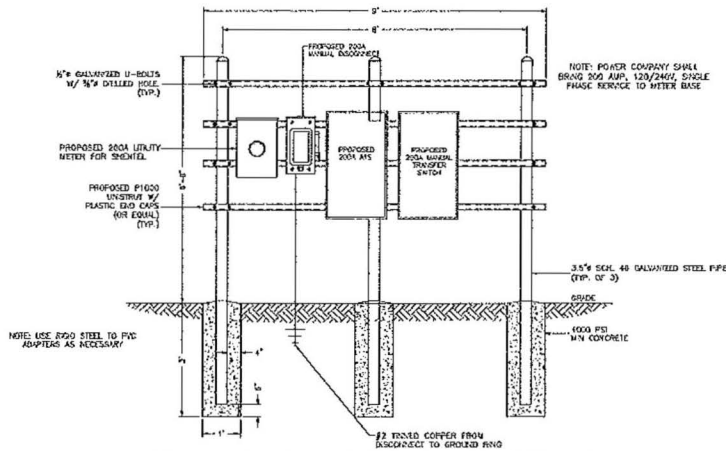


- GROUND LEGEND**
- GROUND WIRE 36" BELOW GRADE
 - 1/2" x 1/4" COPPER CLAD STEEL GROUND ROD
 - EXPOSING CONNECTION OF GROUND WIRE TO GROUND ROD
 - EXPOSING WELD CONNECTION
 - 1/2" x 1/4" COPPER CLAD STEEL GROUND ROD WITH INSPECTION WELL

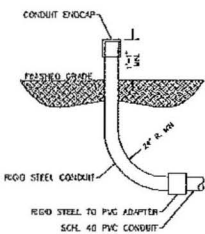
GROUNDING SITE PLAN

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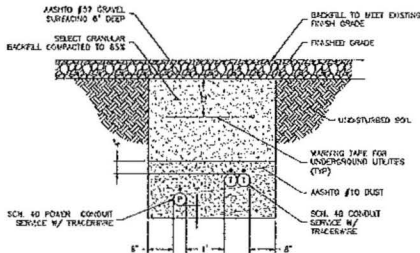
METER ASSIGNMENTS	
METER NUMBER	CARRIER NAME
1	SHENTEL



1 COMPOUND UTILITY H-FRAME FRONT VIEW
NTS



2 PROPOSED STUB-UP DETAIL
NTS



1. EXCAVATE EXISTING SUBGRADE AS REQUIRED TO INSTALL CONDUITS IN ACCORDANCE WITH OSHA AND ALL APPLICABLE CODES.

3 TYPICAL TRENCH DETAIL
NTS



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ELECTRICAL DETAILS
SUSSEX POP
19265 PLANTATIONS ROAD
LEWES, DE 19877



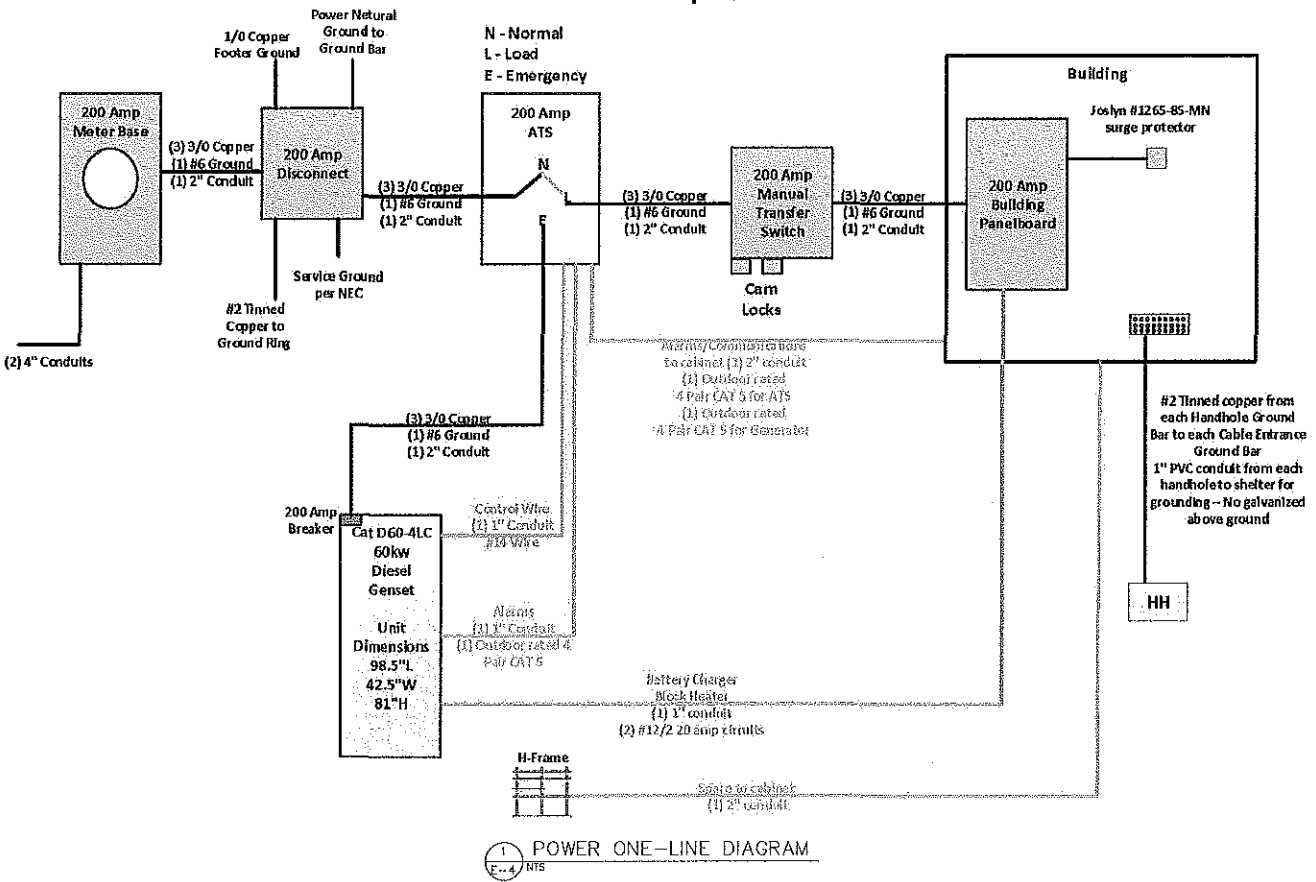
PROJECT NO. 20222034
FINAL CONSTRUCTION
DRAWINGS
DATE: 01/16/2023
DRAWN BY: CHLW
CHECKED BY: TSW

SHENTEL

SHEET NO.
E-3

Fault Current/AIC Rating To Be Determined -

120/240V Single Phase 200 Amp Service



POWER ONE-LINE DIAGRAM

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LYNCHBURG VA 24501
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PROFESSIONAL ENGINEERING ARCHITECTURE INTERIOR DESIGN

POWER ONE-LINE DIAGRAM
SUSSEX POP
19255 PLANTATIONS ROAD
LEWES, DE 19971

MARK WILLIAMS
LICENSE
No. 21794
PROFESSIONAL ENGINEER

PROJECT NO. 2022034
FINAL CONSTRUCTION DRAWINGS
DATE: 01/18/2023
DRAWN BY: GW/TT
CHECKED BY: TAV

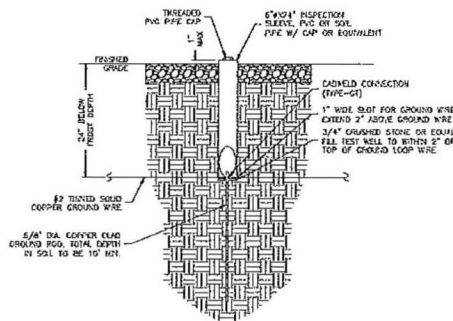
SHENTEL

SHEET NO.
E-4

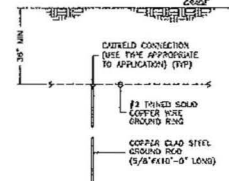
THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

GROUNDING NOTES:

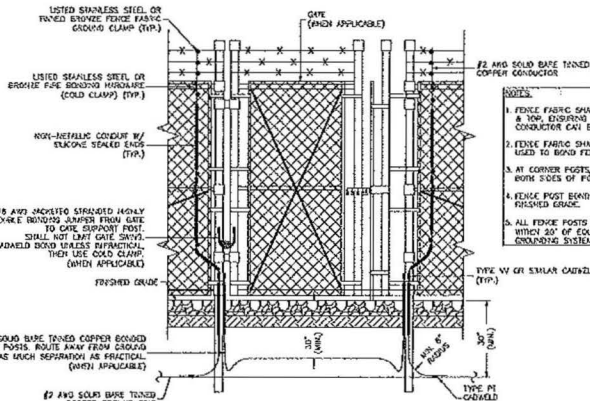
- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
- ALL WIRES SHALL BE AWG THIN/TWAIN COPPER UNLESS NOTED OTHERWISE.
- GROUNDING CONNECTIONS TO GROUND RODS, GROUND BOND WIRE, AND POLE BASE SHALL BE EXPOSING CADWELDED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES. SPRAY CADWELD WITH GALVANIZED PAINT.
- GROUNDING CONNECTIONS TO THE GROUND BARS ARE TO BE TWO-HOLED BRASS MECHANICAL CONNECTIONS WITH STAINLESS STEEL HARWARE (INCLUDING SCREW SET) CLEAN GROUND BAR TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTI-OXIDANT COATING.
- GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH MANUFACTURER'S GROUNDING NITS.
- ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE BEING GROUNDING LEADS WITH A MINIMUM 12" RADII.
- INSTALL #2 AWG GREEN-INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND #2 THINNED SOLID COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.
- REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE (CADWELDS) TO ANTIESTA MOUNTS AND GROUND ROD. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE LUGS.
- THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCORDING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 10X3/4" COPPER CLAD STEEL INTERCONNECTED WITH #2 THINNED SOLID COPPER WIRE BURIED 30" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND MINIMUM OF 8' APART.
- IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AN OBLIQUE ANGLE NOT TO EXCEED 45.
- EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A-AT.
- CONSTRUCTION OF GROUND RODS AND CONNECTIONS TO EXISTING GROUND BARS SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE CONSTRUCTION MANAGER.
- ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 THINNED SOLID COPPER WIRE. ALL EXTERIOR GROUND BARS THINNED COPPER.
- PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUGS INC) PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR EQUAL.
- WHERE BASIC COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1" BELOW GRADE AND SEAL TOP WITH SILICONE MATERIAL.
- PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL FOLLOWING CONNECTIONS, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.
- ANY SITE WHERE THE EQUIPMENT (ETS, CABLE ENDING, PFC, GENERATOR, ETC) IS LOCATED WITHIN 6' OF METAL FENCING, THE GROUNDING WIRE SHALL BE BONDED TO THE NEAREST FENCE POST USING (3) RUNS OF #2 BARE THINNED COPPER WIRE.
- EXPOSED COPPER WIRE TO BE IN FLEX CONDUIT.



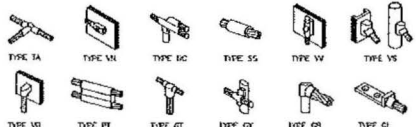
2 INSPECTION WELL
E-5 NTS



3 TYPICAL GROUND ROD
E-5 NTS



4 TYPICAL FENCE AND GATE GROUNDING
E-5 NTS



1 CADWELD GROUNDING CONNECTION
E-5 NTS

- NOTES:**
- FENCE FABRIC SHALL BE BONDED NEAR THE BOTTOM ANGLE, & TOP, EXPOSING ALL FABRIC STRINGS ARE BONDED. CONDUCTOR CAN BE TRAVEL AT EXACT ANGLE AS NEEDED.
 - FENCE FABRIC SHALL BE BONDED WITH SAME CONDUCTOR USED TO BOND FENCE POST.
 - AT CORNER POSTS, THE FENCE FABRIC NEEDS BONDED ON BOTH SIDES OF POST.
 - FENCE POST BOND SHALL BE MADE 12" OR LESS ABOVE FENCED GRADE.
 - ALL FENCE POSTS WITH 4" OF GROUNDING SYSTEM &/OR WITHIN 30" OF EQUIPMENT SHELTER SHALL BE BONDED TO GROUNDING SYSTEM.

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HP

GROUNDING DETAILS
SUSSEX POP
19255 PLANTATIONS ROAD
LEWES, DE 19871

WARREN WILLIAMS
LICENSE
1-19-23
No. 21794
DELAWARE
PROFESSIONAL ENGINEER

PROJECT NO. 20222034
FINAL CONSTRUCTION
DRAWINGS
DATE: 03/16/2023
DRAWN BY: CHW
CHECKED BY: TAY

SHENTEL

SHEET NO.
E-5

THIS SHEET IS INTENDED TO BE REPRODUCED AT 11"x17". REPRODUCTION OF THIS SHEET AT A DIFFERENT SIZE THAN INTENDED SHALL VOID THE SCALE SHOWN ON THE SHEET.

EXHIBIT C

Tax Map Number:
334-12.00-57.02 (Portion of)
Lease Area 5

Return to:
Sussex County
P.O. Box 589
Georgetown, DE
19947

**NOTICE OF AGREEMENT TO
RESTRICT LESSEE FROM
ENCUMBERING PROPERTY**

THIS NOTICE OF AGREEMENT TO RESTRICT LESSEE FROM ENCUMBERING PROPERTY (this "Notice") dated as of this ____ day of _____, 20____, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware, P.O. Box 589, 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "Lessor", and SHENANDOAH CABLE TELEVISION, LLC, d/b/a Glo Fiber a Virginia limited liability company, 500 Shentel Way, Edinburg, VA 22824 as "Lessee".

RECITALS:

WHEREAS, Lessor is the owner of certain real property known as a tract of land consisting of approximately 50,000 square feet and located to the rear of Sussex County Paramedic Station #104 located at 19255 Plantation Road, Rehoboth Beach, Delaware 19971, and being identified as the rear portion of a tract of land identified as Sussex County Tax Map No. 334-12.00-57.02 and more particularly described on a drawing attached hereto as Exhibit A which is attached hereto and incorporated herein by reference ("the Leased Premises");

WHEREAS, Lessee is a Lessee of the Leased Premises pursuant to a lease agreement dated _____, 20____ ("the Lease"); and

WHEREAS, pursuant to this Lease, Lessor and Lessee agreed that Lessor shall not be liable for debts, acts, or omissions of Lessee and that Lessee has no authority to encumber the Leased Premises; and

WHEREAS, this Notice is to provide legal notice to the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

WITNESSETH

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby certify, consent, and agree as follows:

1. The parties acknowledge that Lessee shall not be the agent or partner of Lessor and Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or Lessor's interest in the Leased Premises liable therefore. Lessee will save Lessor and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Lessee, property damage, illegal act or otherwise. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. No liens may be placed on the Leased Premises without Lessor's prior written approval. Lessee has no authority whatsoever to encumber the Leased Premises or any improvements located thereon.

2. The parties hereby notify the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

3. This Notice shall be governed by the laws of the State of Delaware.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be signed as a sealed document under Delaware law as of the date set forth above.

LESSOR:

SUSSEX

COUNTY

DATED: _____

By: _____

Michael H. Vincent, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 202___, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

Print Name of Notary Public

My Commission Expires: _____

LESSEE:

Shenandoah Cable Television, LLC
d/b/a Glo Fiber
A Virginia limited liability company

Witness

By: _____ (SEAL)
Harris Duncan, Vice President, Network Engineering

DATED: _____

COMMONWEALTH OF ___ :
: ss.
COUNTY OF _____:

BE IT REMEMBERED, that on this ____ day of _____, A.D. 20____, personally came before me, a Notary Public for the State and County aforesaid, Harris Duncan, duly authorized Vice President, Network Engineering of Shenandoah Cable Television, LLC, d/b/a Glo Fiber, a limited liability company existing under the laws of the Commonwealth of Virginia, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of said company, that the signature of the duly authorized member thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his act of sealing, executing, acknowledging and delivering said indenture was duly authorized by the Operating Agreement of said company.

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

Notary Public

Print Name of Notary Public

My commission expires: _____

EXHIBIT A
TO NOTICE OF AGREEMENT TO
RESTRICT LESSEE FROM
ENCUMBERING PROPERTY

LEGAL DESCRIPTION OF PROPERTY

A tract of land consisting of approximately 50,000 square feet and located to the rear of Sussex County Paramedic Station #104 located at 19255 Plantation Road, Rehoboth Beach, Delaware 19971, and being identified as the rear portion of a tract of land identified as Sussex County Tax Map No. 334-12.00-57.02

WILLIAM PFAFF
ECONOMIC DEVELOPMENT DIRECTOR

(302) 855-7700 T
(302) 854-5383 F
william.pfaff@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: William Pfaff
Economic Development Director

RE: **Delaware Coastal Business Park Leases**

DATE: March 16, 2023

On the agenda Tuesday the following lease amendment will be presented for approval in the Delaware Coastal Business Park:

- **Great Outdoor Cottages, LLC** located at 12498 Baltimore Ave., Georgetown, DE 19947 ~ **Second Amendment**

I am providing you this memorandum as background for Great Outdoor Cottages, LLC.

Great Outdoor Cottages, LLC

Great Outdoor Cottages, LLC, manufacture RV Park model cottages, a unique trailer-type that looks more like a small home than a RV and is designed for more long-term stays. That makes them ideal for people who enjoy spending time away from home for a getaway or to be closer to family. People also enjoy the convenience of park model cottages, as they can be used for a second home away from home.

The additional acreage will allow GOC to build a second building equal to the first building already built that began operating in November 2022.



SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT to a Lease Agreement is made and executed on this _____ day of _____, A.D., 2023 by and between:

SUSSEX COUNTY, DELAWARE, a political subdivision of the State of Delaware, with an address of 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as “**Lessor**”

AND

GREAT OUTDOOR COTTAGES, LLC, a Delaware limited liability company, with an address of 309 Rehoboth Avenue, Rehoboth Beach, Delaware 19971 (“**Lessee**”), hereinafter referred to as “**Lessee**”.

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Commercial Lease Agreement dated April 13, 2021, as amended by that certain First Amendment to Commercial Lease Agreement dated as of October 5, 2021 (hereinafter referred to, collectively, as “the Lease”) for space known as Lease Area 5 in the Delaware Coastal Business Park located at 21498 Baltimore Avenue, Georgetown, Delaware 19947 and further identified as Sussex County Tax Map Parcel No. 135-15.00-138.00 (hereinafter referred to as “the Leased Premises”); and

WHEREAS, Lessee has expressed interest in leasing an adjacent parcel of land owned by Lessor which is identified as Lease Area 6 on the Delaware Coastal Business Park Site Plan attached hereto as Exhibit A and incorporated herein, directly abutting Lease Area 5 on its northern border, consisting of approximately 4.30 acres, more or less;

WHEREAS, Lessor and Lessee have agreed to amend the terms of the Lease as outlined herein to add Lease Area 6 to the Leased Premises, to adjust the rent to reflect the additional acreage, and to otherwise amend the Lease as set forth herein,

WITNESSETH:

That Lessor, in consideration of the rents, terms, covenants, conditions and agreement hereinafter made on the part of Lessee to be paid, kept and performed and Lessee, in consideration of the right to occupy the Leased Premises, subject to the terms, covenants, conditions and agreements hereinafter set forth, do together hereby agree as follows:

1. Paragraph 1 of the Lease shall be revised to read as follows:

“**PREMISES**: Lessor leases to Lessee and Lessee accepts, as Lessee, the premises, as suitable Lessee for business purposes, which premises are described as follows:

A portion of the tract of land identified as 21498 Baltimore Avenue, Georgetown, Delaware and on as Sussex County Tax Parcel No. 135-15.00-138.00 (part of) located on Baltimore Avenue and Park Avenue in Delaware Coastal Business Park, consisting of approximately 11.30 acres of land, more or less, and more particularly described as Lease Areas 5 and 6 on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises" or "premises"). For purposes of this Lease, the acreage of the Leased Premises shall be adjusted to reflect the actual acreage shown on the Final Site Plan which shall be inserted as part of Exhibit A and incorporated herein by reference. Lessee acknowledges that Lessor reserves the right to change the parcel numbers and street names located in Delaware Coastal Business Park during the term of this Lease."

2. Paragraph 3(a) of the Lease shall be revised to read as follows:

"(1) For the initial 30-year lease term referred to in paragraph 2, and for any renewal period referred to in paragraph 5 herein, Lessee shall pay rent annually in one (1) lump sum payment, payments of which shall be due and payable upon the commencement of the Lease term. Notwithstanding the foregoing, if the Lease term commences after January 1, the annual rent shall be prorated on a per diem basis for the remainder of the initial year and payment for the remainder of the initial year shall be due on the Commencement Date ("Initial Rent Payment"); provided, however, that the Initial Rent Payment shall be deferred until the date that the Lessee is in receipt of a Certificate of Occupancy for the Lessee's Improvements ("C.O. Issuance Date"), which in no event shall be later than the first anniversary of the Commencement Date, upon which date the Lessee shall pay the entire Initial Rent Payment to Lessor. If the C.O. Issuance Date is on or after January 1, 2022, Lessee shall also pay the annual rent due for the 2022 calendar year to Lessor on the C.O. Issuance Date. All payments thereafter shall be due and payable annually on the 1st day of January each year for the remainder of the Lease term and any renewal thereof without demand and without setoff or deduction. The initial annual rent shall be calculated at the rate of Five Thousand Dollars (\$5,000.00) per acre based on acreage of seven (7) acres which is Thirty-Five Thousand Dollars (\$35,000.00) ("Initial Base Rent"). Effective March 1, 2023, the Initial Base Rent shall be recalculated at the annual rate of Five Thousand Dollars (\$5,000.00) per acre based on acreage of 11.30 acres which is Fifty-Six Thousand Five Hundred Dollars (\$56,500.00) ("Base Rent"). It is understood and agreed that the Base Rent was increased from the Initial Base Rent to reflect the inclusion of lands that were added to the Leased Premises by the Second Amendment to the Lease Agreement ("the Second Amendment") and that the Base Rent, as increased from the Initial Base Rent, shall be the rent subject to adjustments as set forth herein. On or before April 1, 2023, Lessee shall pay Lessor Seventeen Thousand Nine Hundred Sixteen and 67/100 Dollars (\$17,916.67) which shall represent the prorated Base Rent for the 2023 calendar year due for the lands added to the Leased Premises by the Second Amendment. The Base Rent shall be adjusted every five (5) years during the Initial

Term and any renewal thereof in accordance with Paragraph 4 and 5 hereof (collectively "Rent"). All other costs due hereunder shall be considered additional rent ("Additional Rent") which shall be due and payable as hereinafter set forth.

(2) In addition to the Base Rent due in Paragraph 3(a)(1), Lessee shall reimburse Lessor an amount equal to One Hundred Forty-Two Thousand Dollars (\$142,00.00) for costs expected to be incurred by Lessor ("Cost Reimbursement") related to utilities and re-engineering the stormwater drainage system Phase 2 of the Delaware Coastal Business Park to incorporate the addition of Lease Area 6 into the Leased Premises pursuant to the terms of the Second Amendment. The parties agree that the actual costs related to utilities and reengineering the stormwater drainage system Phase 2 of the Delaware Coastal Business Park to incorporate the addition of Lease Area 6 into the Leased Premises may differ from the Cost Reimbursement but the parties nonetheless agree that the Cost Reimbursement shall be One Hundred Forty-Two Thousand Dollars (\$142,000.00). The Cost Reimbursement shall be considered Additional Rent and shall be due and payable as follows:

(a) The Cost Reimbursement shall be paid in ten (10) equal yearly installments of Fourteen Thousand Two Hundred Dollars (\$14,200.00) with the first yearly installment due on March 1, 2023. All payments thereafter shall be due and payable annually on the 1st day of January each year with the final installment being due on January 1, 2032.

(b) If Lessee is not in default of the Lease and Lessee employs at least 150 fulltime employees at the Leased Premises by October 31, 2027, Lessor shall waive via grant ("the Grant") the Cost Reimbursement payments due for the remaining five (5) years of the Cost Reimbursement repayment schedule; provided, however, that Lessee must submit to Lessor, no later than November 15, 2027, a worker's compensation payroll audit and any such other documentation as Lessor may require to verify to Lessor's satisfaction that Lessee employs at least 150 full-time employees at the Leased Premises. In the event Lessor verifies that Lessee employs at least 150 full-time employees at the Leased Premises, Lessor shall issue the Grant and waive the Cost Reimbursement payments due for the remaining five (5) years of the Cost Reimbursement repayment schedule. In such event, Lessor shall not be responsible to Lessee for any refund, deduction, credit, or reimbursement for prior payments made by Lessee towards the Cost Reimbursement. In the event Lessee either a) is in continuing default of the Lease, or b) fails to employ at least 150 full-time employees at the Leased Premises by October 31, 2027, or c) fails to notify Lessor by November 15, 2027, that Lessee employs at least 150 full-time employees at the Leased Premises by October 31, 2027, or d) fails to provide Lessor with a worker's compensation payroll audit and any such other documentation as Lessor may require to verify to Lessor's satisfaction that Lessee employs at least 150 full-time employees at the Leased Premises by November 15, 2027, Lessee shall not be entitled to the Grant and shall remain responsible for the remaining payments of the Cost Reimbursement."

3. Exhibit A of the Lease shall be replaced with the new Exhibit A attached to this Second Amendment to Lease.
4. Exhibit C of the Lease shall be replaced with the new Exhibit C attached to this Second Amendment to Lease.
5. Exhibit D of the Lease shall be replaced with the new Exhibit D attached to this Second Amendment to Lease.
6. **Interpretation of Amendment.** All other terms and conditions of the Lease shall remain intact and in full force and effect. Wherever there exists a conflict between this Second Amendment and the Lease, the provisions of this Second Amendment shall control. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Lease.
7. **Counterparts.** This Second Amendment may be signed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one (1) instrument.

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Lease to be duly executed as of the Effective Date (notwithstanding the actual date of execution and deliver hereof).

LESSOR

DATED: _____

By: _____
Michael H. Vincent, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this ____ day of __, A. D. 2023, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC


Print Name of Notary Public

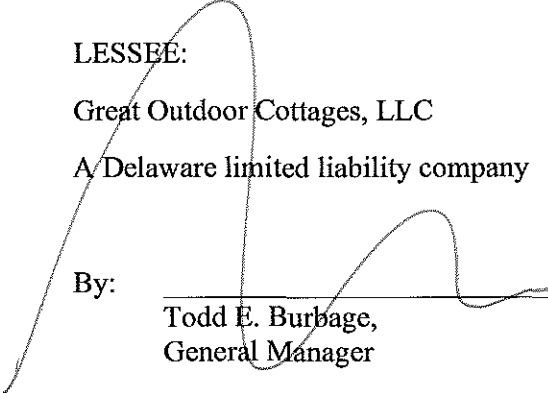
My Commission Expires: _____

LESSEE:

Great Outdoor Cottages, LLC

A Delaware limited liability company


Witness
Carolyn H. Crosson

By:  (SEAL)
Todd E. Burbage,
General Manager

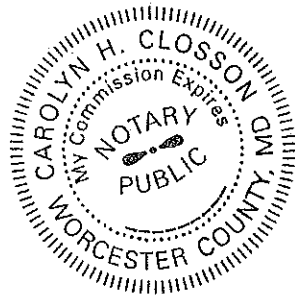
STATE OF MARYLAND :

:ss.


COUNTY OF WORCESTER:

BE IT REMEMBERED, that on this 20th day of March, A.D. 2023, personally came before me, a Notary Public for the State and County aforesaid, Todd E. Burbage, duly authorized General Manager of Great Outdoor Cottages, LLC, a limited liability company existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of said company, that the signature of the duly authorized General Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his act of sealing, executing, acknowledging and delivering said indenture was duly authorized by the Operating Agreement of said company.

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



Notary Public


Print Name of Notary Public

My commission expires: 1/29/24

EXHIBIT A

LEGAL DESCRIPTION, CONCEPT PLAN AND FINAL SITE PLAN

EXHIBIT C
LESSEE'S WORK

EXHIBIT D

Tax Map Number:
135-15.00-138.00 (Portion of)
Lease Areas 5 & 6

Return to:
Sussex County
P.O. Box 589
Georgetown, DE
19947

NOTICE OF AGREEMENT TO
RESTRICT LESSEE FROM
ENCUMBERING PROPERTY

THIS NOTICE OF AGREEMENT TO RESTRICT LESSEE FROM ENCUMBERING PROPERTY (this "Notice") dated as of this ____ day of _____, 2023, by and between SUSSEX COUNTY, a political subdivision of the State of Delaware, P.O. Box 589, 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "Lessor", and GREAT OUTDOOR COTTAGES, LLC, a Delaware limited liability company, 309 Rehoboth Avenue, Rehoboth Beach, DE 19971 as "Lessee".

RECITALS:

WHEREAS, Lessor is the owner of certain real property known as Lease Areas 5 and 6 located at 21498 Baltimore Avenue, Delaware Coastal Business Park, Georgetown, Delaware, being a portion of Sussex County Tax Parcel No. 135-15.00-138.00 comprised of 11.30 acres, more or less, and as further described on Exhibit A which is attached hereto and incorporated herein by reference ("the Leased Premises");

WHEREAS, Lessee is a Lessee of the Leased Premises pursuant to a Commercial Lease Agreement dated April 13, 2021, as amended by that certain First Amendment to Commercial Lease Agreement dated October 5, 2021, and as further amended by that certain Second Amendment to Lease Agreement dated February __, 2023, (collectively "the Lease"); and

WHEREAS, pursuant to this Lease, Lessor and Lessee agreed that Lessor shall not be liable for debts, acts, or omissions of Lessee and that Lessee has no authority to encumber the Leased Premises; and

WHEREAS, this Notice is to provide legal notice to the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the

laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

WITNESSETH

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby certify, consent, and agree as follows:

1. The parties acknowledge that Lessee shall not be the agent or partner of Lessor and Lessee shall have no authority to make any contract or do any act so as to bind Lessor or as to render Lessor or Lessor's interest in the Leased Premises liable therefore. Lessee will save Lessor and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Lessee, property damage, illegal act or otherwise. Any improvements by Lessee on said Leased Premises shall be constructed at the sole expense of Lessee, and Lessor and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. No liens may be placed on the Leased Premises without Lessor's prior written approval. Lessee has no authority whatsoever to encumber the Leased Premises or any improvements located thereon.

2. The parties hereby notify the public that Lessor and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials for any work performed on the Leased Premises, and that the laborers, material men and subcontractors shall look solely to Lessee for payment and shall not be entitled to place a lien against said Leased Premises.

3. This Notice shall be governed by the laws of the State of Delaware.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned has caused this Notice to be signed as a sealed document under Delaware law as of the date set forth above.

LESSOR

DATED: _____

By: _____
Michael H. Vincent, President
Sussex County Council

Attest: _____

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2023, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael H. Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

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

NOTARY PUBLIC

Print Name of Notary Public

My Commission Expires: _____

LESSEE:

Great Outdoor Cottages, LLC

A Delaware limited liability company

By: Todd E. Burbage (SEAL)
Todd E. Burbage,
General Manager

Carolyn H. Closson
Witness
Carolyn H. Closson

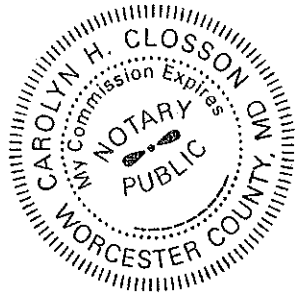
STATE OF MARYLAND :

:ss.

COUNTY OF WORCESTER:

BE IT REMEMBERED, that on this 6th day of March, A.D. 2023, personally came before me, a Notary Public for the State and County aforesaid, Todd E. Burbage, duly authorized General Manager of Great Outdoor Cottages, LLC, a limited liability company existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of said company, that the signature of the duly authorized General Manager thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said company, and that his act of sealing, executing, acknowledging and delivering said indenture was duly authorized by the Operating Agreement of said company.

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



Notary Public

Carolyn H. Closson

Print Name of Notary Public

My commission expires: 1/29/24

EXHIBIT A
TO NOTICE OF AGREEMENT TO RESTRICT LESSEE FROM ENCUMBERING
PROPERTY

LEGAL DESCRIPTION OF PROPERTY



1 **AN ORDINANCE TO AMEND CHAPTER 99, ARTICLE III, SECTION 99-**
2 **21 “PUBLIC SITES AND OPEN SPACES” AND CHAPTER 115, ARTICLE**
3 **XXV, “SUPPLEMENTAL REGULATIONS” OF THE CODE OF SUSSEX**
4 **COUNTY REGARDING THE TIMING OF CONSTRUCTION FOR**
5 **AMENITIES IN RESIDENTIAL DEVELOPMENTS.**

6 WHEREAS, The Code of Sussex County does not currently have any requirements
7 for completion of amenities within a residential development such as clubhouses,
8 swimming pools and other community amenities; and

9 WHEREAS, As a result of this lack of clarity, the completion of these amenities are
10 defined through individual conditions of approval on each subdivision or other
11 residential community without uniformity; and

12 WHEREAS, this Ordinance will create uniformity in the deadlines for completion
13 of Clubhouse and community buildings, recreational facilities (including swimming
14 pools, game courts, play areas, walking paths, bike paths and multimodal paths)and
15 the associated parking areas within new residential developments in Sussex County;
16 and

17 WHEREAS, this amendment protects the health, safety and welfare of Sussex
18 County and its current and future.

19 NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:
20

21 **Section 1. The Code of Sussex County, Chapter 99, Article III, Section 99-21**
22 **“Public sites and open spaces”, is amended by deleting the language in brackets**
23 **and inserting therein the italicized language as a new subsection “E” as follows:**

24
25 **§ 99-21 Public sites and open spaces.**

26 A. Where the proposed subdivision includes lands proposed for use as parks,
27 playgrounds, playfields, public landings or school sites in the Comprehensive Plan,
28 the subdivider shall indicate the location of such lands on the subdivision plat and
29 shall reserve the right of purchase of such lands by the appropriate jurisdiction for
30 the time period specified herein. If the reserved lands are not purchased by the
31 appropriate jurisdiction within the specified time limit, the subdivider shall be free
32 to market such lands for an alternate purpose as specified on the approved
33 subdivision plat.

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

37
38 C. Where deemed essential by the Commission upon consideration of the type
39 of development proposed in the subdivision, the subdivider may be required to
40 dedicate other areas or sites of a character, extent or location suitable to meet the
41 needs of such development. In lieu of dedication, such additional areas may be
42 reserved for the common use of all property owners in the proposed subdivision
43 through deed restrictions or agreements approved by the Commission, which
44 restrictions or agreements may include a right of enforcement by the County
45 Council.

46
47 D. For residential subdivision and other residential land development, the
48 following table shall serve as a guide for determining the minimum percentage of
49 the total site which shall be set aside for park and open space uses:

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

50
51 *E. Community buildings, recreational facilities (including swimming pools,*
52 *game courts, play areas, tot lots, playgrounds, walking paths, bike paths and*
53 *multimodal paths) and the associated parking areas shall be constructed and open*
54 *to use by the residents of a subdivision on or before the issuance of the residential*
55 *building permit representing 60% of the total residential building permits for the*
56 *subdivision.*

57
58 **Section 2. The Code of Sussex County, Chapter 115, Article XXV**
59 **“Supplemental Regulations”, is amended by the italicized language as a new**
60 **§115-194.5 as follows:**

61 **§115-194.5 Completion of Community Amenities.**

62 *Community buildings, recreational facilities (including swimming pools, game*
63 *courts, play areas, tot lots, playgrounds, walking paths, bike paths and multimodal*

64 *paths) and the associated parking areas shall be constructed and open to use by the*
65 *residents of a development on or before the issuance of the residential building*
66 *permit representing 60% of the total residential building permits for the*
67 *development.*

68 **Section 3. Effective Date:**

69 This Ordinance shall take effect immediately upon its adoption by Sussex County
70 Council. Provided, however, that it shall not apply to any residential development
71 that has been approved by ordinance or that has received Preliminary Site Plan
72 approval as of the date of adoption.

73

74

1 **AN ORDINANCE TO AMEND CHAPTER 115, ARTICLE I, SECTION 115-**
2 **4 “DEFINITIONS” OF THE CODE OF SUSSEX COUNTY REGARDING**
3 **“YARD, FRONT” AND “YARD, REAR” OF THROUGH LOTS.**

4 WHEREAS, The Sussex County Zoning Code currently defines “Through Lots”,
5 but does not adequately define the area of such “Through Lot” that must be
6 considered the front or rear yard of such a lot; and

7 WHEREAS, As a result of the uncertainty in the Code as to Through Lots, they often
8 require a determination from the Sussex County Board of Adjustment; and

9 WHEREAS, As a result of the volume of Board of Adjustment applications resulting
10 from Through-Lots and the necessity to determine the front yard and rear yard of
11 them, Sussex County Council has determined that it is appropriate to amend the
12 Zoning Code of Sussex County to add clarity and uniformity to the treatment of
13 “Through Lots” and the determination of the front and rear yards within them; and

14 WHEREAS, this amendment protects the health, safety and welfare of Sussex
15 County and its residents by clarifying the Code of Sussex County as it pertains to
16 “Through Lots” and their front and rear yards.

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

18 **Section 1. The Code of Sussex County, Chapter 115, Section 115-4 “Definitions**
19 **and Word Usage”, “Yard, Front”, and “Yard, Rear” is amended by deleting**
20 **the language in brackets and inserting therein the italicized language:**

21 **§115-4 Definitions and Word Usage**

22 ...

23 **B.**

24 General definitions. For the purpose of this chapter, certain terms and words are
25 hereby defined as follows:

26 ...

27 **YARD, FRONT**

28 A yard extending between the side lot lines and being the minimum horizontal
29 distance between the street line, or other officially approved front line, and the main
30 building or any projections thereof. *Provided, however, that in the case of a Through*

31 *Lot, the required front yard along the street serving as the street address of the lot*
32 *shall function as the front yard.*

33 **YARD, REAR**

34 A yard extending across the rear of the lot between the side lot lines and measured
35 between the rear lot line and the rear of the main building or any projection, other
36 than steps, unenclosed porches, or entryways. *Provided, however, that in the case*
37 *of a Through Lot, the yard opposite from the street serving as the street address of*
38 *the lot shall function as the rear yard and no accessory buildings taller than twenty-*
39 *two feet in height shall be permitted in the rear yard area of a Through Lot. Fences*
40 *shall be permitted in this area pursuant to Section 115-185 of this Chapter.*

ENGINEERING DEPARTMENT

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

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



Sussex County

DELAWARE
sussexcountyde.gov

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

FROM: J. Mark Parker, P.E., Assistant County Engineer
Robert Bryant, Airport Manager

RE: ***T-Hangar Building, Project A22-23***
A. Award Recommendation

DATE: March 21, 2023

The T-Hangar Building Project A22-23 was originally advertised for public bid on September 28, 2022, and on October 26, 2022 only one (1) bid was received and opened publicly. The single bid was in the amount of \$1,698,000, more than twice the programmed budget. At the recommendation of the Engineering Department, Council approved rejection of the single bid on November 15, 2022, and pursuance of an alternate project bid structure to establish lower and more competitive project bid pricing.

The alternative bid structure included re-packaging the T-Hangar Building *Invitation to Bid* to only include furnishing and installing the T-Hangar structure, with all site/utility support work providing by a separate Site Contractor through a direct solicitation pricing structure. On January 26, 2023, Project A21-11 was rebid including just the building structure and associated appurtenances. There was a notable increase in interest from the contracting community during the bidding period, and ultimately on February 23, 2023, a total of two (2) bids were received. The lowest and most responsible bid was submitted by The Whayland Company in the amount of \$467,900.00, which reflects both a Base Bid and Additive Bid. It is noted that construction personnel on the Whayland team were also involved in the first and very similar T-Hangar erected at the airport in 2017.

We have assessed the low bid for the T-Hangar Building together with the pricing structure obtained for the site/utility work, and the total additive cost aligns with our original project budget. This in turn results in a T-hangar unit rental structure that would be compatible with demand from our customer waiting list. **The Engineering Department has reviewed the bid from The Whayland Company and recommends award in the amount of \$467,900.00.**



SECTION 00300

BID FORM

1. **BID RECIPIENT:**

This Bid is submitted by The Whayland Company, LLC,
("Bidder")

To SUSSEX COUNTY ("Owner"), 2 The Circle, Georgetown, Delaware 19947.

2. **BIDDER ACKNOWLEDGEMENTS:**

- 2.1 The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner to perform all Work for **T-Hangar Building, Sussex County Project A22-23**, in strict accordance with the Contract Documents and other terms and conditions of the Bidding Documents and at the prices stated herein.
- 2.2 The undersigned Bidder has visited the Site of Work and upon examination satisfied itself of the conditions that may affect cost, progress and performance of all Work.
- 2.3 The undersigned Bidder has carefully and thoroughly studied all Plans, General Conditions, Supplemental Conditions, Technical Specifications, the Agreement, and all other Contract Documents as listed in the Agreement for construction of the Project, is satisfied to the general nature of the Work, and has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies discovered by Bidder, and confirms the written resolution thereof by Engineer is acceptable to Bidder.
- 2.4 The Bidder has the labor and equipment capacity at time of Bid to staff the Project in a timely manner and furnish all material prescribed by Contract Documents, and hereby agrees to commence Work under this Contract as instructed by Owner and to complete the Work for a final payment as defined in the Contract Documents.
- 2.5 The undersigned Bidder further understands that all supplies and materials covered by this Bid shall be new and of the best quality and the highest-grade workmanship.
- 2.6 The Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/10/2023</u>
<u>2</u>	<u>2/17/2023</u>
<u> </u>	<u> </u>

- 2.7 Bidder accepts the provisions of the Agreement as to Liquidated Damages if applicable.

- 2.8 Accompanying this Bid is a Bid Bond / certified check in the amount of 10% of total bid, payable to Sussex County Council, Sussex County, Delaware, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, or if the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds under the conditions and within the time specified; otherwise said Bid guarantee shall be returned to the undersigned. If the Bid Bond or guarantee is not sufficient to make up the difference between the Bid and the second low bid, together with any consequential damages, the undersigned Bidder agrees to pay the Owner any losses in excess of the bond or guarantee.
- 2.9 Bidder acknowledges that, if applicable, Unit Prices in the Bid include an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, including any sales tax or other applicable tax and fee, for each separately identified item; that estimated quantities are not guaranteed and are solely for the purpose of comparison of the Basis Bid; that final payment for all unit price Bid items will be based on actual quantities as provided in the Contract Documents; and that the Bid reflects a Total Price to complete the Work prescribed by the Contract Documents in entirety.
- 2.10 The Bidder is required to complete this "Listing of Subcontractors" below in its entirety, including proposed Subcontract Amount:

Type of Work	Subcontractor Name & Address	Subcontract Amount
Building Supplier	FulFab, Inc. Canton, Ohio	\$223,000.00
Painting	Jamestown, Inc. - Newark, DE	\$ 27,150.00
Electrical	H & A Electrical - Dover, DE	\$46,300.00
Drywall	Delmarva Acoustics - Salisbury, MD	\$25,000.00

Total Subcontracted Amount: \$ \$321,450.00

Percent of Total Contract: 73 %

Note: Contractor should indicate "self" for any type of work directly performed and omit such amount from calculation.

3. BIDDER CERTIFICATIONS:

- 3.1 During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.

- 3.2 Bidder agrees to comply with Title VI of the Civil Rights Act of 1964.
- 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- 3.4 By submission of this Bid, the Bidder certifies; and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
- 3.5 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3.6 Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 3.7 Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 3.7.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 3.7.2 "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - 3.7.3 "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - 3.7.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 3.8 The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. Said Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

4. BASIS OF BID (on following page):

Schedule A – Base Bid

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization (Max 5% of Total Bid)	LS	1	\$21,900.00	\$21,900.00
Construct T-Hanger Building					
2.1	Furnish and Install T-Hanger Building	LS	1	\$366,000.00	\$366,000.00
2.2	Furnish and Install Power and Lighting Systems	LS	1	\$50,100.00	\$50,100.00
2	Construct T-Hanger Building (Total)	LS	1	\$416,100.00	\$416,100.00
TOTAL PROJECT BASE BID (Items 1 + 2)					\$438,000.00

Schedule B – Additive Bid

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Furnish and Apply Interior Paint Coats	LS	1	\$29,900.00	\$ 29,900.00
TOTAL PROJECT ADDITIVE BID (Item 1)					\$ 29,900.00

5. ATTACHMENTS:

- 5.1 A copy of a current State of Delaware business license or attach evidence that an application process for such license has been initiated.
- 5.2 A copy of a current Delaware Contractor Registration Act Certificate.
- 5.3 Bid Bond / certified check as required security defined herein.
- 5.4 List of Major Products or Equipment
- 5.5 Employee Drug Testing Program Affidavit

6. BID SUBMITTAL:

This Bid is submitted by:

Name: The Whayland Company, LLC

(SEAL) (Type or Print – Individual, Partnership, LLC, or Corporation Name)

By: 
(Signature)

Title: President

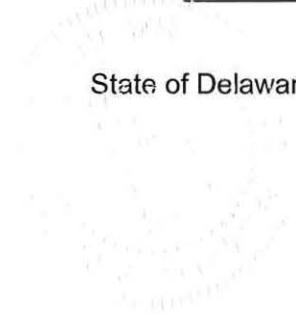
Address: 100 West 10th Street

City, State, Zip: Laurel, DE 19956

Phone: 302-875-5445 Fax: 302-875-5581 Cell: 443-497-0387

Email: steve@whayland.com

State of Delaware License No.: 2013601100



SECTION 00350

AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract for the **Project A22-23 T-Hangar Building** a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor/Subcontractor Name: The Whayland Company, LLC

Contractor/Subcontractor Address: 100 West 10th Street

Laurel, DE 19956

Authorized Representative (typed or printed):

Shirley Prettyman

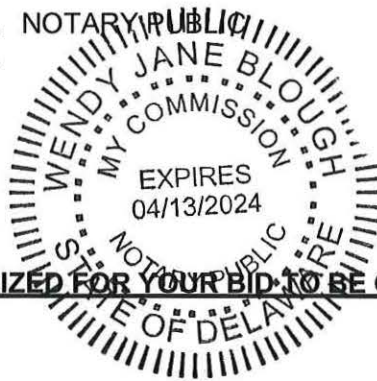
Authorized Representative (signature):

Title: Controller

Shirley D. Prettyman

Sworn to and Subscribed before me this 23rd day of February 2023.

My Commission expires April 13, 2024.
Wendy Jane Blough
Wendy Jane Blough



THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

STATE OF DELAWARE

Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE
2013601100

EFFECTIVE

01/01/2023 - 12/31/2025

ISSUED TO

WHAYLAND COMPANY LLC THE
100 W 10TH ST
LAUREL DE 19956-1904

LOCATION

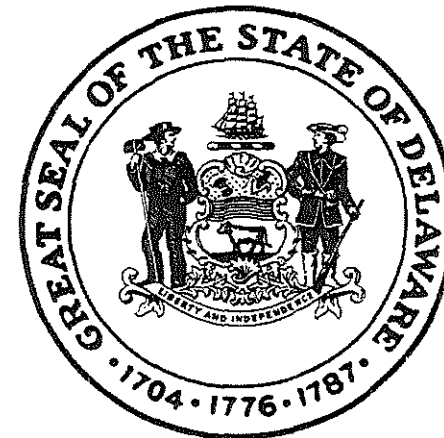
WHAYLAND COMPANY LLC THE
100 W 10TH ST
LAUREL, DE 19956-1904

**TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY**

RESIDENT CONTRACTOR

ISSUED: 12/28/2022
FEE PAID: \$225.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.



2025

POST CONSPICUOUSLY - NOT TRANSFERABLE



RECEIVED JAN 03 2023

Certificate Number:

DE-2022-000007106

Valid for both Private and Public Work



Registration Date:

11/21/2022

Expiration Date:

11/21/2023

State of Delaware

Department of Labor

Office of Contractor Registration

Delaware Contractor Registration Act

Pursuant to 82 Del. Laws, c. 291, § 2; §3604. Registration required [Effective upon fulfillment of 82 Del. Laws, c. 168, § 6, as amended by 82 Del. Laws, c. 291, § 2] of the Contractor Registration Act. This certificate is required under this chapter before performing construction services or maintenance.

WHAYLAND COMPANY LLC THE

Valid for both Private and Public Work

Responsible Representative(s)

Steve HEntschel

Non Transferable

*This Certificate may not be transferred or assigned
and may be suspended or revoked by the
Secretary of the Delaware Department of Labor*

A handwritten signature in black ink that reads "Karryl D. Hubbard".

Karryl D. Hubbard

Secretary of the Delaware Department of Labor

SECTION 00340

BID BOND

TO ACCOMPANY BID FORM
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: The Whayland Co. LLC of 100 West Tenth St Laurel in the County of Sussex and State of Delaware as **Principal**, and Selective Insurance Co of America of Branchville in the County of Sussex and State of NJ as **Surety**, legally authorized to do business in the State of Delaware, and are held and firmly unto Sussex County (**Owner**) in the sum of 10% Percent of Total Bid Dollars (\$), for **Sussex County Project A22-23, T-Hangar Building** to be paid to the **Owner** for the use and benefit of **Owner** for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal** who has submitted to the **Owner** a certain proposal to enter into this contract for the furnishing of certain material and/or services within the State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the **Owner** this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with Corporate seal and dated this 15th day of February in the year of our Lord two thousand and twenty-three (2023).

SEALED, AND DELIVERED IN THE
Presence of

THE WHAYLAND CO, LLC
Name of Bidder (Organization)

Corporate
Seal

By:

[Signature]
Authorized Signature

Attest Wendy J. Blaylock OWNER
Title

Selective Insurance Co of America
Name of Surety

Witness Kathleen King

Victoria M Bradford
Victoria M Bradford Power of Attorney
Title

SELECTIVE
 BE UNIQUELY INSURED™

Selective Insurance Company of America
 40 Wantage Avenue
 Branchville, New Jersey 07890 **BondNo.B 1276384**
 973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Victoria M Bradford**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Eight Hundred Thousand Dollars (\$800,000.00)**

Signed this 9th day of February , 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By: *Brian C. Sarisky*
 Brian C. Sarisky
 Its SVP, Strategic Business Units, Commercial Lines



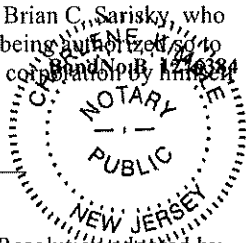
CERTIFIED COPY

STATE OF NEW JERSEY :
 :ss. Branchville
 COUNTY OF SUSSEX :

On this 9th day of February 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 ID # N/A
 MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
 Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of February , 2023

Michael H. Lanza
 Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000. B91 (4-14)

ENGINEERING DEPARTMENT

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

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



Sussex County

DELAWARE
sussexcountyde.gov

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

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

RE: *Delaware Coastal Business Park Improvements, Project A21-11*
A. Change Order No. 3

DATE: March 21, 2023

To support the alternative bid structure established for the T-Hangar Building Project A22-23, direct solicitation pricing was requested from three (3) separate reputable Site Contractors to cover the required site/utility support work for the project. The contractors were either under our General Equipment and Labor Contract or actively involved with other County construction projects.

The low price bid was submitted by A-Del Construction in the amount of \$319,990.00; A-Del Construction is the Contractor for our Delaware Coastal Business Park Improvements project and is still administratively active on the project. The additive of the low T-Hangar Building bid and the low price bid by A-Del Construction for site/utility work is \$787,890.00. This total cost aligns with our original project budget, and also results in a T-hangar unit rental structure that would be compatible with demand from our customer waiting list.

The Engineering Department has reviewed the price bid from A-Del Construction for site/utility work to support the T-Hangar project and recommends award in the amount of \$319,990.00. The award will be issued as Change Order No. 3 for the Delaware Coastal Business Park Improvements, Project A21-11.





**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **Delaware Coastal Business Park Improvements**
2. Sussex County Project No. A21-11
3. Change Order No. 3
4. Date Change Order Initiated - 3/21/23
5.
 - a. Original Contract Sum \$3,839,433.00
 - b. Net Change by Previous Change Orders \$ 138,629.00
 - c. Contract Sum Prior to Current Change Order \$3,978,062.00
 - d. Requested Change \$ 319,990.00
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$4,298,052.00
6. Contact Person: Mark Parker, P.E.
Telephone No. (302) 855-7382

B. REASON FOR CHANGE ORDER (CHECK ONE)

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

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

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Site and Utility work at the location where the new T-Hangar building will be constructed.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes No

E. APPROVALS

1. A-Del Construction, Contractor

Signature Date

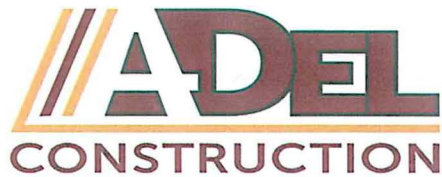
Representative's Name in Block Letters

2. Sussex County Assistant Engineer

Signature Date

3. Sussex County Council President

Signature Date



February 23, 2023

J Mark Parker, P.E.

Assistant County Engineer

Sussex County Engineering Department

O 302.855.7382

C 302.212.6381

mark.parker@sussexcountyde.gov

**RE: Sussex County Airport, Georgetown, DE – Hanger – T Site Work – Revision 2-24-2023
A-Del Bid # 43P004**

Mr. Parker,

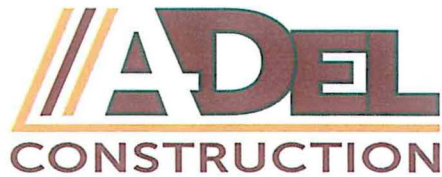
Based on the emailed conversations dates February 15, 2023 and sample drawings AS-1, dated January 10, 2017 by AWB Engineering, A-Del Construction is pleased to provide pricing per your request for the following Scop of Work:

- 1) Mobilization and Layout for +/- 10,000 SQFT new Building slab
- 2) Demolition of Existing Flat Work Concrete within the proposed building envelope
- 3) Supply and installation of +/- 190 lnft ABT 12" Trench Drain
- 4) Installation of +/- 130 lnft 15" PVC (SDR35) Drainage piping
- 5) Installation of Cast in place concrete slab with monolithic footers per detail – NO SEALANT OR ANCHOR BOLTS
- 6) Cold Cut proposed control joints- NO JOINT SELANT
- 7) Cast in place concrete front entrance slope (Tie in to Match Existing Grade)
- 8) Subcontract a licensed electrical contractor to; install 4-2" UG Conduit +/- 150 lnft, 2 – UG open bottom J-Box and stub 2-2" conduit from J-Box to building within 30 lnft of proposed J-Box (directional drill method across existing taxiway)
- 9) Building Exterior: DPL – Meter Socket
- 10) Provide & Install 200A – Single Phase Electrical panel in Utility Closet
- 11) Geotechnical Testing of soils subgrade and concrete break cylinders minimum 3 ea.

PRICING: WORK AS HIGHLIGHTED ABOVE:

\$319,990.00 LS

Scheduling: Work will take 45 calendar days from receipt of trench drain materials



This Bid is based on the following Clarifications:

1. All pricing is subject to review of approved drawings
2. Safety provisions for Airport equipment marking has been included
3. No wage rates are included.
4. All permits and inspections are obtained by others.
5. Excludes any and all flagging, engineering, inspections, permitting Asbuilt Fees and testing.
6. No time restrictions are included, normal workday is M-F 7:00 am to 4:00 pm.
7. Excludes any bond. This can be provided for an additional cost.
8. Excludes (other than specifically listed above) Building, Landscaping, topsoils, fencing, utilities and sod
9. Site to be graded to within +/- .1'.
10. CAD File with layout controls (set by others) to be provided to A-Del at no additional cost. All of A-Del's layout will be based on the control provided by others.
11. For bidding purposes all on-site fill is to be considered suitable for reuse without any special handling requirements. Undercutting and or stabilization of any unsuitable soils are excluded.
12. Environmental soil testing is excluded. Excavation, cleanup, disposal and transportation costs associated with encountering any contaminated/hazardous materials.
13. The employment of private utility locating services to mark the site of all unknown/known utilities is excluded. We have included calling MISS UTILITY ticketing which is required by law. Any test hole digging required to locate the elevations or location after MISS UTILITY mark out any utilities not shown on the drawings will be performed on a T&M basis.
14. Equipment and Asphalt will be adjusted based on Del DOT's fuel and liquid asphalt index(s) for increases of 15% or greater. (https://deldot.gov/Business/bids/index.shtml?dc=diesel_fuel) (Based on month to month changes)
15. All materials are subject to market changes as provided by vender quotes at time of purchase.
16. Payment of stored materials for the job required to protect pricing throughout the job.
17. Winter concrete work and snow removal is excluded.
18. Owner to provide escrow proof of funds and payment of stored materials for the job required to protect pricing throughout the job.
19. Quote valid for thirty (30) days.

Thank you for the opportunity, if you have any questions, please feel free to contact me at swhitt@a-del.com or direct at C: 443-880-3165.

Sincerely,

A-DEL CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "C. Scott Whitt", is written over the printed name.

C. Scott Whitt
Estimator/Project Manager, A-Del Construction

ENGINEERING DEPARTMENT

HANS M. MEDLARZ
COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F

hans.medlarz@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Hans Medlarz, P.E., County Engineer

RE: *EMS Public Safety Building – Project C19-04*
A. Change Order No. 23

DATE: March 21, 2023

The single Public Safety Building concept was introduced in the FY 2019 Budget Ordinance consolidating all EMS training, administration, and logistics functions. The costs were updated in accordance with a space allocation programming effort in the FY 2020 Budget Ordinance and further refined based on design stages in the FY 2021 & FY 2022 Budget Ordinances reflecting a total project expense of \$12.00 million. The anticipated overall project costs are still more than 10% below budget. The complete expense summary will be presented to Council at the time of granting of substantial of the original project scope at the end of May.

Following a publicly advertised process, Council awarded the EMS Department's - Architectural Consulting Services base contract to the George, Miles and Buhr, Inc. The subsequent Public Safety Building Project C19-04 base agreement covered professional services for an initial not to exceed amount of \$300,000.00.

The State's fire prevention regulations required a single-entry point necessitating a full sprinkler distribution system design and due to the critical nature of the facility, a secondary air conditioning backup in the form of a cooling tower was desired. Council authorized a \$31,720.00 stand-alone purchase order to RMF Engineering for these specialty designs.

In October of 2020, the Departments presented the 60% design review to County Council followed by a 75% design presentation in March of 2021. Based on the County's request, GMB was asked to create fiber optic cabling, audio/visual, security/alarm and fit out specialty scopes for procurement under Cooperative Purchasing Agreements, increasing the project design complexity. Hence, Council approved on March 23, 2021, GMB's Amendment No.1 increasing the not to exceed threshold by \$61,500.00.



Following the March Council presentation, the scope still evolved considerably due to design revisions and added design features. Consequently, GMB and its subconsultants exceeded the previously approved allocations bringing the project to bid. GMB offered a discounted fee of \$75,000.00 to cover these services. In addition, they proposed a construction services fee of \$244,500.00. Overall, the professional services were well below 10% of construction, comparing favorably with industry standards and on August 10, 2021, County Council authorized issuance of GMB's Amendments No. 2 & 3 increasing the overall not to exceed amount to \$681,000.00.

In June the Public Safety Building, Project C19-04 was publicly advertised, on July 14, 2021, eight (8) bids were received and on August 10, 2021, Council awarded the project to Bancroft Construction Company in the amount of \$8,282,169.00.

The bid documents included provisions to recover pandemic related price increases between *bid and award* for structural and light weight steel material costs. Therefore, on August 31, 2021, Council approved Change Order No. 1 in the not to exceed amount of \$40,000 for structural and Change Order No. 2 in the amount of \$8,800 for light weight steel material price increases.

The structural steel material change order no.1 was based on August 12, 2021, pricing. When Bancroft transmitted the "letter of intent to award", their subcontractor Iron Works, Inc. on August 30th in turn issued material purchase orders. However, the material suppliers responded that material quotations were only binding for one week due to supply chain impacts and volatile steel markets. In consultation with County Leadership, the Engineering Department authorized Bancroft to lock in at the August 30th material costs triggering a \$22,829.00 revision to change order no. 1 approved by Council on September 14, 2021.

When the project bid, the Fire Marshall site permit had been issued but the associated building permit was still under review. By the time it was finalized two issues had to be addressed (i) fire protection details in the plenum and (ii) a secondary emergency egress from the mezzanine.

The plenum needed to be either sprinkled or all materials had to be fire rated. The only material not meeting the rating was the water piping. The County requested the PVC piping for ease of maintenance and the mechanical subcontractor suggested to add fire rated insulation but switch the valving to PVC under a partial credit for a net Change Order No. 3 cost of \$13,554.94. In addition, the County EMS team had initiated a proposed Change Order No. 4 for air filtration system safety upgrades, paid for through American Rescue Plan Act funds in the amount of \$4,740.28. On November 20, 2021, County Council approved both change orders.

The change order scope associated with the emergency mezzanine exit was complex requiring scope modifications for eight (8) trades. The electrical trade also included some minor changes to the outlet configurations to accommodate the selected A/V equipment for a total \$58,245.80 which County Council approved under Change Order No. 5 on January 11, 2022.

The existing EOC allegedly had dual primary electric power feeds based on original design drawings, staff recollection as well as DP&L records. Upon examination of the actual EOC transformer by DP&L, it was determined that the facility had only one feed. Prior to that, the electrical sub-contractor had initiated some limited conduit installations, Council issued a reimbursement Change Order No. 6 in the amount of \$1,905.85.

However, for the project to proceed, DP&L and the County's General Labor & Equipment contractor had to extend primary power to the existing transformer from the opposite side of

Rudder Lane. In addition, the transformer and generator location for the building was revised, as well as vehicle charging circuits added. These changes were priced out and approved by Council on March 1, 2022, under Change Order No. 9 in the amount of \$56,830.98.

In December 2021, following a detailed Miss Utility locate, the Team recognized that there were conflicts between the proposed gravity storm drainage pipe and the existing high voltage lines off site. The stormwater management design had the stormwater pipe system crossing the intersection of Airport Road and Aviation Avenue. Close examination revealed that this crossing was not plausible as the stormwater pipe intersected approximately eight other utilities primarily high voltage electric lines and sewer force mains at different elevations.

While investigating stormwater options, two existing roof drainage pipe conflicts came to light. The combination of both these impacts required a re-work of the entire grading plan, along with the redirection of the storm drainage piping along Airport Road. The Department and the contractor agreed on the scope and pricing, including the required fill and on March 1, 2022, Council issued the associated Change Order No. 7 in the amount of \$62,924.75.

In the filling process of “Lake Thomas”, unsuitable soils were encountered. The site work contractor undercut these areas and restored them with suitable materials. This work was performed on a time and materials basis under Change Order No. 11. Also covered under this request is an adjustment to a drop ceiling and bulkhead location in the corridor leading to the northside of the existing EOC building. On March 22, 2022, Council accepted Change Order No. 11 in the amount of \$5,427.58.

Bancroft had submitted RFI#44 seeking clarification regarding the EOC kitchen renovations due to a lack of existing condition documentation on the mechanical drawings and insufficient detailing of connections. GMB’s plan envisioned an open ceiling concept with cabinet & countertop which was unable to incorporate the two roof drains in the existing exercise room and kitchen. With an acceptable resolution plan needed, the Department worked with Bancroft and developed the attached “Owner Resolution Plan No.3 addressing the existing conditions and on March 22, 2022, Council accepted credit Change Order No. 12 in the amount of (\$15,118.52).

The heating and hot water systems were designed based on availability of natural gas. Chesapeake Utilities’ service extension project from the Coastal Business Park to Rudder Lane is delayed and may not be ready at the time of building commissioning. The utility directed us to seek an interim solution using their subsidiary, Sharp Energy, which already supplies propane to the Joint Maintenance Facility under this arrangement. The Engineering & Finance Departments developed a purchase order for the installation.

Due to a conflict in the existing lobby, the stud wall had to be extended alongside the existing beam, allowing the proposed wall to bypass the structural steel. Bancroft submitted PCO #013 to modify said exterior stud wall framing and to extend the drywall and batt insulation to the roof deck based on a sound attenuation request from Team EMS based on sensitive medical discussions. On May 17, 2022, County Council approved Change Order No. 13 in the amount of \$16,711.84 and the unit of \$11.57/sf for additional wall sections if necessary.

The EOC staff made the Engineering Department aware of frequent overheating the State Police IT equipment server room due to added equipment. This room is the only server room w/o a dedicated source of cooling. J.T. Richardson, the mechanical subcontractor for Bancroft working on the Public Safety Building was previously working directly for the County when

the Department issued an on-call mechanical PO for urgent repairs at the Complex. On May 17, 2022, Council was advised that we would follow this same approach in this case based on the same hourly rates and agreed upon mark-ups.

On June 21, 2022, County Council approved Change Order No. 14 in the aggregate amount of \$26,371.68 addressing the modifications listed below:

1. Special floor tile color selection.
2. Separation of the decorative architectural wall from one to two location.
3. Back-up cooling tower protection by bollards.
4. Structural modifications to the he primary cooling tower support.
5. Roof membrane boots to cover penetrations in six (6) locations.
6. Additional epoxy coating.
7. Lobby storefront modifications.

Change Order No. 15 is the result of RFI-60 and a field change for the gutter support in the mechanical well of the sloped roof system. The latter was needed to build out the wall section around the well to allow the installation of the gutter system. RFI-60 exposed an issue related to the door jams of the overhead door in the logistics warehouse. The original approach left an exposed brick veneer edge which was addressed by adding a secondary steel channel on each jam. On July 26, 2022, Council approved Change Order No. 15 in the aggregate amount of \$11,357.87.

The EMS team requested modifications to the room signage in February of 2022. It went through several iterations reducing the costs. The final version, Change Order 16, was approved by Council on August 23, 2022, in the amount of \$2,361.79.

On September 20, 2022, Council approved Change Order No. 17 in the aggregate amount of \$30,089.13, addressing the modifications listed below:

1. Light fixture change and deletion of ceiling baffles in Circuit Training Room.
2. Garage door manufacturer change from Dalton Door to Overhead Door due to extended lead times.
3. Replacement of damaged temporary construction fence.
4. Concrete pad for relocated MCU cabinets.
5. Flagpole model change to avoid conflict with a pole mounted LED light fixture.
6. Decorative fence extension to enclose MCU cabinets at the new location.
7. Ductwork re-routing to avoid conflict with roof access ladder.
8. Credit for deletion of HVAC transfer ducts and grilles in Logistics Warehouse offices.

On November 15, 2022, County Council approved Change Order Nos. 18 and 20 in the respective amounts of \$19,574.73 and \$10,330.17 which addressed the modifications and issues listed below.

1. Modification of the concrete slab in the plaza to support the new EMS memorial.
2. A removable bollard was added in the plaza area.

3. Additional demolition of sidewalk and new concrete underneath the new supplemental chiller.
4. Concrete apron modification outside the Logistics Warehouse.
5. Raising a section of sprinkler main in an EMS office corridor.
6. Electrical credit for scope reduction and additional work for plaza lighting revisions.

On December 13, 2022, Council approved Change Order No. 19 in the aggregate amount of \$31,724.89. Included were site design changes at the Rudder Lane intersection for drainage improvements. Along with the installation of a gate in the ornamental fence enclosing the restricted, employee only areas.

On February 7, 2023, Council approved Change Order No. 21 in the aggregate amount of \$40,127.15 which addressed the modifications and issues listed below.

1. An additional 6' section of solar on the West side of the new lobby area.
2. A credit by Bear Industries for the deletion of the dry sprinkler system serving the exterior entrance canopy no longer required by code.
3. The ductwork changes in Corridors 118, 134 and 159 which the Department has been tracking for several months was included.
4. Several miscellaneous site work changes were addressed including, such as additional striping, raising the lid of a County fiber-optic manhole, and additional sidewalk section to mechanical/electrical room.
5. The electrical requirements for the cooling tower and rooftop unit differed slightly from the breaker and disconnect sizes shown in the electrical drawings. Because of this, new circuit breakers and disconnects were required for the units to function.

On February 28, 2023, Council approved Change Order No. 22 in the aggregate amount of \$104,368.86 consisting of multiple PCOs tracked by the Department and summarized below.

PCO #22:

- Additional material/labor required for the new Delaware Coastal Airport sign, and the lettering for the sign.
- Additional landscaping work including several arborvitaes to help conceal the generator and landscape boulders along Airport Road near the intersection and the new Airport sign.

PCO #23:

- Additional wood blocking was required in the EMS offices to provide greater flexibility in mounting the wall mounted displays in each room.
- An electric unit heater was added to the mechanical/electrical room to provide backup heat in the room to prevent any water piping from freezing.
- Natural gas to propane conversion for rooftop HVAC unit.
- Acrylic lettering credit for the EMS Awards wall.

PCO #24:

- Painting in the existing EOC corridors tying the buildings together.

PCO #25:

- A small charge to change the color of the suspension grid for the acoustic baffles and lights in the lobby area from white to black.

- Replacement of the interior room signage in the existing EOC to match the layout and design of the signage in the new building.

PCO #26:

- Minor revision to the casework/cabinetry in the EMS Copy Room to allow for placement of the paper shredder in the room.

PCO #27:

- Additional fencing with privacy screening around the dumpster area in the staff parking lot, along with privacy screening help conceal the condensing units, electrical cabinets, and transformer on the East side of the EOC.

The Department is now presenting Change Order No. 23 for Council's consideration, the details of which are as follows:

- 1) When Change Order No. 5 was presented, an estimation was used for the canopy cost over the mezzanine fire exit. However, the actual amount turned out to be higher and the delta is trued up under Change Order 23.
- 2) A Bancroft accounting error in the backup documentation for Change Order No. 15 resulted in the omission of the electrical subcontractor's overhead & profit for the light fixture change in the Circuit Training Room. It is reflected in Change Order No. 23 w/o Bancroft markup.
- 3) Re-caulking of deteriorated masonry expansion joints on the existing EOC, and around solar shade brackets, which was a previously tracked item.
- 4) The plaza bench wall had been shifted slightly to avoid an underground duct bank which affected the height above grade. Upon completion, all parties agreed the height was insufficient for the space. At the direction of the Department, the contractor raised the bench wall with two courses of brick to achieve the desired height.

Therefore, the Department request Council's approval of Change Order No. 23 in the aggregate amount of \$19,180.00.

The Department is still tracking the previously mentioned additional sleeves installed by the electrical subcontractor. Unfortunately, another completely unforeseen item must be added to the tracking list.

- (i) The building features four (4) exterior, aluminum storefront doors and one (1) interior, aluminum storefront door which all were intended to receive an integrated card reader / handle set provided by Advantech under separate contract. Unfortunately, the specified storefront door stiles approved and purchased by the contractor are not compatible with the Advantech hardware. Changing hardware creates substantial additional work, cost, and lead-time, so the solution is replacement of the doors with a model which features hardware compatible stiles.

However, this approach still adds cost and lead time of 12-16 weeks. The Department is working Advantech on a temporary hardware solution allowing the EMS team to use the existing doors until the replacement doors arrive and full functionality is achieved. The existing doors will then be removed and turned over to the County and incorporated into the design of the future EMS stations.

- (ii) At the Department’s direction the electrical subcontractor added numerous wall sleeves allowing a path from the cable tray to the inside of various rooms. This allowed Advantech, Assurance Media and Visual Sound to keep their cabling out of sight for an improved finished look. The cost will be partially offset by a credit for deleting power to several wireless access points which is no longer required.

Bancroft is forecasting substantial completion by the end of March with final cleaning during the first week of April and punch list items carrying over to mid-April. Furniture delivery was slightly delayed accommodating final cleaning. Visual Sound is expected to mobilize shortly and remain on site continuously until completion expected by the end of April. The storefront door issue, though unexpected, will not affect the ability of the EMS team to occupy the building.

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

C. BRIEF DESCRIPTION OF CHANGE ORDER:

Revision of mezzanine stairs, caulking exterior of building and raise bench wall at plaza.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes No

E. APPROVALS

1. Bancroft Construction Company, Contractor

Michael Kalafut 3/16/23
Signature Date

Michael Kalafut

Representative's Name in Block Letters

2. Sussex County Engineer

[Signature] 3/16/23
Signature Date

3. Sussex County Council President

Signature Date



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

Project: CSED0001 - Public Safety Bldg. Addition
 21911 Rudder Lane
 Georgetown, Delaware 19947

DRAFT

Prime Contract Potential Change Order #028: Contract Changes

TO:	Sussex County Delaware 2 The Circle P.O. Box 589 Georgetown Delaware, 19947	FROM:	Bancroft Construction Company 1300 N. Grant Avenue Suite 101 Wilmington Delaware, 19806
PCO NUMBER/REVISION:	028 / 0	CONTRACT:	CSED001 - Public Safety Bldg. Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Cheryl Fearn (Bancroft Construction Company)
STATUS:	Draft	CREATED DATE:	3/7/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$19,180.00

POTENTIAL CHANGE ORDER TITLE: Contract Changes

CHANGE REASON: No Change Reason

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

CE #109 - Revised mezzanine stair canopy pricing

Rev 5 of the contract drawings added exterior stairs at the mezzanine. The original proposal from C Brown Glass was an estimate of \$2,950. to add the canopy and delete 2 sections of solar shades. The actual price from the supplier, AGS, is \$7,315.00. There was an agreement made with the County to submit the difference in cost, \$4,365.00 at a later date.

CE #057.1 - Balance of Circuit Room Lights CE #057

Total price of COO #5 from Continental was \$9845. CE #057 carried \$8,125

CE #112 - Caulk exterior of existing EOC building

Caulk existing EOC exterior elements - masonry control joints, louvers, HM doors, windows and solar shades.

CE #113 - Raise masonry bench wall in plaza

Raise masonry bench wall at exterior plaza per Owner request. Owner determined that as designed the bench seat was too low.

ATTACHMENTS:

[RE_Caulking Proposal.msg](#) [Sussex Public Safety Seat Wall Pricing.pdf](#) [SCPSB Additional Caulking Pricing CO#5.pdf](#) [Jb quote4.docx](#) [CO 5 - Lighting Changes for Training Room.pdf](#) [20220113101824.pdf](#)

#	Cost Code	Description	Type	Amount
1	08-400 - Entrances and Storefronts	Revised quote for Rev 5 - canopy at mezzanine stairs	Subcontract	\$4,365.00
2	16-001 - Electrical	Circuit room lighting Balance of CO #5	Subcontract	\$1,720.00
3	08-400 - Entrances and Storefronts	Caulk exterior existing EOC building	Subcontract	\$8,790.00
4	03-330 - Architectural Concrete	Raise bench wall at plaza	Subcontract	\$2,349.58
			Subtotal:	\$17,224.58
			BCC GCs (5.00% Applies to all line item types.):	\$861.23
			Bond (1.00% Applies to all line item types.):	\$180.86
			Profit (5.00% Applies to all line item types.):	\$913.33
			Grand Total:	\$19,180.00



PCO #028

Morgan Helfrich (George, Miles & Buhr, LLC)
400 High Street
Seaford Delaware 19973

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

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

Michael Kalafut 03/07/23

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Bancroft Construction
 2324 West Zion Road Suite 108
 Salisbury, Maryland 21801
 P: (410) 844-8080

Project: CSED0001 - Public Safety Bldg. Addition
 21911 Rudder Lane
 Georgetown, Delaware 19947

CHANGE EVENT #057.1 - Balance of Circuit Room Lights CE #057

Origin:

Date Created: 2/23/2023 **Created By:** Cheryl Fearn
Status: Pending **Scope:** TBD
Type: Owner Change **Change Reason:** Alternate
Description: Total price of COO #5 from Continental was \$9845. CE #057 carried \$8,125
Attachments: [CO 5 - Lighting Changes for Training Room.pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
16-001.06 Electrical.Subcontract	Continental Electrical Service CSED0001-016	\$0.00	\$0.00	\$0.00	\$1,720.00		\$1,720.00	\$1,720.00	\$(1,720.00)
Description: Circuit room lighting Balance of CO #5									
1-511.02 Sr. Project Manager.Regular Labor		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00
90-999.10 Fee.Fee & Field Cost		\$0.00	\$0.00	\$0.00				\$0.00	\$0.00
Grand Totals		\$0.00	\$0.00	\$0.00	\$1,720.00	\$0.00	\$1,720.00	\$1,720.00	\$(1,720.00) \$0.00

CONTINENTAL Electrical Services LLC.

CHANGE ORDER REQUEST

Submitted To: Bancroft Construction
 Job Name: Sussex County Public Safety Bldg
 Job #: 21-257

Original Contract: _____
 Date: 7/26/2022
 Change Order #: 5

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Original Contract: _____.

Description of Proposed Changes:

- Furnish replacement light fixtures per email for the training room.

Attached supporting information from: Subcontractor Supplier

<u>Labor:</u>				<u>Total</u>
<u>Class</u>	<u>Rate</u>	<u>Hours</u>		
Foreman	\$ -			\$ -
Journeyman	\$ 95.00	0		\$ -
Apprentice	\$ -			\$ -
PM/Office	\$ 175.00	1		\$ 175.00
Labor Total =				\$ 175.00
<u>Material:</u>				
Misc. Material				\$ -
Quoted Material		YALE		\$ 8,125.00
Quoted Material				\$ -
Quoted Material				\$ -
Quoted Material				\$ -
Material Total =				\$ 8,125.00
Safety				\$ 4.38
Shipping / Receiving				\$ 113.75
Consumables				\$ 121.88
Warranty				\$ 3.50
Gross / Receipts Tax				\$ 83.00
Bond				\$ -
Misc. Total =				\$ 326.50
Sub Total =				\$ 8,626.50
				\$ -
Overhead & Profit				\$ 1,218.75
Grand Total =				\$ 9,845

We propose hereby to furnish material and labor in accordance with above specifications for the sum of:

Nine Thousand Eight Hundred Forty Five Dollars and 00/100.....

\$ 9,845

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
 The Revision becomes part of and in conformance with, the existing contract and can be voided.

*issued on CCO #007 \$8,125.00
 Balance Due \$1,720.00*

Authorized Signature: John McKee

Signature: _____

Date: _____

Change Order - Quotation

TO:
 YAL CONTINENTAL ELECTRIC SERVICE
 Attn:Suellen Lewandowski
 3 MILL PARK CT
 NEWARK, DE 19713-1986

Project: Sussex County Public Safety Bldg
Date: 07/21/22
PO #: 257-03
Change #: 10
Freight in Exempt : Yes

Material Change: **8,125.00**

Change Type	Quantity Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
-------------	----------------------	--------------	------------	-----------	------------

MARK TYPES ON CARTONS

CALL SUELLEN 48 HOURS BEFORE DELIVERY @ 1-302-294-6311

SHIP UPS/FEDEX GROUND TO:
 CONTINENTAL ELECTRIC
 PO# 257-03
 3 MILL PARK CT
 NEWARK, DE 19713

NOTE: FUTURE RELEASE MAY SHIP INTO YALE-LANCASTER
 SITE CONTACT Ron 302 887-6591

<input checked="" type="checkbox"/>	F4-ALT	10 FSM1S-FL-500LF-40K-1C-UNV-L11-C48- BKCD-WH-8'	FOCALPO	8,125.000	8,125.00	8,125.00						
		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;">Prev Qty</th> <th style="border-bottom: 1px solid black;">Change Qty</th> <th style="border-bottom: 1px solid black;">New Qty</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">10</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Prev Qty	Change Qty	New Qty	0	10	10				
Prev Qty	Change Qty	New Qty										
0	10	10										
		** New Item **										

Total	8125.00
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From:
 YALE WEST CHESTER C371
 MAIN OFFICE 610-719-9253
 200 GARFIELD AVENUE
 WEST CHESTER, PA 19380-4512
 Printed By: LYNN COLACHINO
 Lynn Colachino
 P: 484 983-3500
 F: (610) 719-0650

Authorizing Name: LYNN COLACHINO
 File Number: 308978
 F4-ALT

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: _____



Bancroft Construction
 2324 West Zion Road Suite 108
 Salisbury, Maryland 21801
 P: (410) 844-8080

Project: CSED0001 - Public Safety Bldg. Addition
 21911 Rudder Lane
 Georgetown, Delaware 19947

CHANGE EVENT #109 - Revised mezzanine stair canopy pricing

Origin:

Date Created: 2/22/2023 **Created By:** Mike Kalafut
Status: Pending **Scope:** Out of Scope
Type: Contract Change **Change Reason:** Design Change
Description: Rev 5 of the contract drawings added exterior stairs at the mezzanine. The original proposal from C Brown Glass was an estimate of \$2,950. to add the canopy and delete 2 sections of solar shades. The actual price from the supplier, AGS, is \$7,315.00. There was an agreement made with the County to submit the difference in cost, \$4,365.00 at a later date.
Attachments: [20220113101824.pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
08-400.06	Charles Brown Glass Entrances and Storefronts.Subcontract	\$4,365.00	\$4,365.00	\$4,365.00	\$4,365.00			\$4,365.00	\$0.00	

Description:
 Revised quote for Rev 5 - canopy at mezzanine stairs

Budget Code	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
1-511.02	Sr. Project Manager.Regular Labor	\$218.25	\$218.25	\$218.25				\$0.00	\$218.25	
90-999.10	Fee.Fee & Field Cost	\$277.29	\$277.29	\$277.29				\$0.00	\$277.29	
Grand Totals		\$4,860.54	\$4,860.54	\$4,860.54	\$4,365.00	\$0.00	\$0.00	\$4,365.00	\$495.54	\$0.00



Charles Brown Glass Co.
 Serving Delmarva Since 1959
 P.O. Box 1702 6581 Hobbs Rd.
 Salisbury, Maryland 21802
 (410) 749-3316
 Fax (410) 749-1037 • Fax (410) 749-2248
 www.charlesbrownglass.com

CHANGE ORDER

ADDITIONAL WORK ORDER

TO Bancroft Construction
 1300 N. Grant Avenue
 Suite 110
 Wilmington DE 19806

PHONE	DATE 1/13/22
JOB NAME / LOCATION Sussex County Public Safety Building Georgetown, DE Change Order #2	
CONTRACT / JOB NUMBER	JOB PHONE

We hereby agree to the change(s) or additional work specified below:

Balance of Change Order #1 for CBG to furnish and install one (1) AGS supplied hangar rod canopy at Mezzanine exit including the deduct for two (2) deleted sunshades at two (2) Type "A". No markup included in change order balance.

NOTE: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change(s) specified above at this price	\$4,365.00
Date of agreement: _____ Authorized Signature: _____ (CONTRACTOR)	PREVIOUS CONTRACT AMOUNT \$315,450.00
	REVISED CONTRACT TOTAL \$319,815.00

Payment will be made as follows:

As requisitioned.

Accepted — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature _____ (OWNER)
 Date of acceptance: _____



AGS INC.

www.agsshade.com

22442 S. Fey Dr. · Frankfort, IL 60423
(708) 479-9458 ph. · (708) 479-9478 fax · (866) 499-1122 toll free

Architectural Grilles & Sunshades, Inc.

Company: **Charles Brown Glass Company**

Address: 6581 Hobbs Road

Attn: **Nate Brown**

City: Salisbury

Phone: 410-726-0991

State: MD

Email: Nate@charlesbrownglass.com

Zip: 21804

Project: **New Sussex County Public Safety Building**

Date: 12/03/21

Proposal #: **21-5355**

Quote is for:

Per your request we offer the following proposal to **FURNISH ONLY** the architectural Sunshades.

Per: **November 22, 2021 Email**

Quantity	Size x	Infill Qty.	Finish
1	72 x 488	1	Painted to Match Class I Clear Anodized
18	88 x 30	4	Class I Clear Anodized
4	90 x 30	4	Class I Clear Anodized
12	72 x 30	4	Class I Clear Anodized
13	84 x 30	4	Class I Clear Anodized
1	91 x 30	4	Class I Clear Anodized
3	96 x 30	4	Class I Clear Anodized

\$7,315.00

To Remove Two (2) Sunshades and Add One (1) Canopy To The Project.

For A New Base Bid Amount Of \$43,755.00

Make-Up: One (1) Gutter Fascia

Canopy One (1) 1/4" Thick Aluminum Panel, sloped

Two (2) 2.5" x 5" Rectangular Tube Fascia

Two (2) 5" Rectangular Plate Outriggers 48" Long

2 Attachment Brackets Are Included

Make-Up: Four (4) Planar Blade Infill

Sunshades One (1) 2.5" x 5" Rectangular Tube Fascia

Two (2) 5" Rectangular Plate Outriggers 30" long

78 Attachment Brackets Are Included

Qualifications: Price is Valid for Forty-Five (45) days

Exclusions:

- | | |
|---|-------------------------|
| a) Sales Tax | h) Stamped Calculations |
| b) Metallic/exotic paint | i) Installation |
| c) Steel Support | j) Sex Bolts |
| d) Anchors | k) Signage |
| e) Shims, sealants | l) Field Measurement |
| f) Mock-Up-Unless Specifically called out above | |
| g) Finishing of Stainless Steel Fasteners | |

Accepted By: _____

Charles Brown Glass Company

Date: _____

Estimator / Sales: Jason Coppe
708-479-9458
jason.c@agsshade.com

"THE BEST AD IS A GOOD PRODUCT" - Alan H. Meyer

Nate Brown

From: Kalafut, Michael <MKalafut@bancroftusa.com>
Sent: Tuesday, December 7, 2021 7:02 AM
To: Nate Brown
Cc: Reed, Wesley; Lewis, Tyler
Subject: FW: Sussex County Public Building / Added Canopy
Attachments: 12-3-21 New Sussex - AGS Change Order Proposal.pdf

Nate,

No worries. We haven't submitted the change to the County yet so we got this covered. I'm going to call today to discuss schedule with you.

Thanks,
Mike

Michael Kalafut, PE, LEED AP
Senior Project Manager



M. 302.354.8953 E. mkalafut@bancroftusa.com

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From: Nate Brown <Nate@charlesbrownglass.com>
Sent: Tuesday, December 7, 2021 6:24 AM
To: Kalafut, Michael <MKalafut@bancroftusa.com>
Subject: RE: Sussex County Public Building / Added Canopy

Mike,

Sadly my guess below did not cover the change – see attached change order from sunshade supplier. I was in and out of the office with COVID last month when they made / you requested these changes and had to guess at costs after a brief discussion with their sales team at crunch time. I shouldn't have because my estimate was well off. Please let me know if there's anything we can do about it now. If not, I am hoping we can work this out somehow down the line if possible.

Thanks for your help and understanding.

Thanks,

Nathaniel Brown
Charles Brown Glass Company
6581 Hobbs Road
Salisbury, MD 21804

P: 410-749-3316
F: 410-749-1037
M: 410-726-0991
www.charlesbrownglass.com

From: Jason Coppe jason.c@agsshade.com
Sent: Friday, December 3, 2021 3:48 PM
To: Nate Brown Nate@charlesbrownglass.com
Cc: Joe Molony joe.m@agsshade.com
Subject: New Sussex County Public Safety Building - AGS Proposed Change Order

Good afternoon Nate,

Please see attached proposal for the change order on New Sussex County Public Safety Building, adding one draining canopy and removing two sunshades.

Please let us know if you have any questions.

Thanks,
Jason Coppe



AGS INC
Architectural Grilles & Sunshades

www.agsshade.com
PH: 708.479.9458
22442 Fey Drive
Frankfort, IL 60423



From: Kalafut, Michael <MKalafut@bancroftusa.com>
Sent: Tuesday, November 23, 2021 1:02 PM
To: Nate Brown <Nate@charlesbrownglass.com>; Callahan, Joshua <JCallahan@Bancroftusa.com>
Cc: Lewis, Tyler <TLewis@Bancroftusa.com>
Subject: RE: Sussex County Public Building / Modernfold + Automatic Door Submittals

That's fine. If you think that covers it, just submit on your letterhead.

Thanks,
Mike

Michael Kalafut, PE, LEED AP
Senior Project Manager



M. 302.354.8953 E. mkalafut@bancroftusa.com

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Bancroft Construction
 2324 West Zion Road Suite 108
 Salisbury , Maryland 21801
 P: (410) 844-8080

Project: CSED0001 - Public Safety Bldg. Addition
 21911 Rudder Lane
 Georgetown , Delaware 19947

CHANGE EVENT #112 - Caulk exterior of existing EOC building

Origin:

Date Created: 3/2/2023 **Created By:** Mike Kalafut
Status: Pending **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Construction Change
Description: Caulk existing EOC exterior elements - masonry control joints, louvers, HM doors, windows and solar shades.
Attachments: [SCPSB Additional Caulking Pricing CO#5.pdf](#), [Jb quote4.docx](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
08-400.06	Charles Brown Glass Entrances and Storefronts.Subcontrac t	\$8,790.00	\$8,790.00	\$8,790.00	\$8,790.00			\$8,790.00	\$0.00

Description:
 Caulk exterior existing EOC building

		Revenue			Cost					
Budget Code	Vendor / Contract	ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.	Latest Cost	Over/ Under	Budget Mod.
1-511.02	Sr. Project Manager.Regular Labor	\$439.50	\$439.50	\$439.50				\$0.00	\$439.50	
90-999.10	Fee.Fee & Field Cost	\$558.38	\$558.38	\$558.38				\$0.00	\$558.38	
Grand Totals		\$9,787.88	\$9,787.88	\$9,787.88	\$8,790.00	\$0.00	\$0.00	\$8,790.00	\$997.88	\$0.00



Charles Brown Glass Co.
 Serving Delmarva Since 1959
 P.O. Box 1702 6581 Hobbs Rd.
 Salisbury, Maryland 21802
 (410) 749-3316
 Fax (410) 749-1037 • Fax (410) 749-2248
 www.charlesbrownglass.com

CHANGE ORDER

ADDITIONAL WORK ORDER

TO Bancroft Construction
 1300 N. Grant Avenue
 Suite 110
 Wilmington DE 19806

PHONE	DATE 12/12/22
JOB NAME / LOCATION Sussex County Public Safety Building Georgetown, DE Change Order #5	
CONTRACT / JOB NUMBER	JOB PHONE

We hereby agree to the change(s) or additional work specified below:

Prices for CBG to perform miscellaneous caulking per e-mailed request 12/8/22 and narratives following.

- 1.) **New Building:** Caulk exterior vertical masonry control joints. Caulk exterior perimeter of louvers, hm and oh doors. Caulk at sunshade brackets to brick. Caulk two exterior pipe penetrations in brick. \$4,345.00
- 2.) **Existing Building:** Remove and recaulk exterior vertical masonry control joints. Remove and recaulk perimeter of louvers and hm doors. \$4,835.00
- 3.) **Existing Building:** Remove and recaulk perimeter of aluminum windows. \$3,080.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change(s) specified above at this price

See Above

Date of agreement: 12/12/22
 Authorized Signature:
 (CONTRACTOR)

PREVIOUS CONTRACT AMOUNT

REVISED CONTRACT TOTAL

Payment will be made as follows:

As requisitioned.

Accepted — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature _____ (OWNER)

Date of acceptance: _____

J&B CAULKERS INC.

Caulking & Waterproofing

2242 Glasgow Ave.

Newark, DE 19702

(Phone) 302-273-2211 (Fax) 302-273-2160 ,

12/12/22

RE: Sussex County Public Safety

Attention: Nate

- 1.) **New Building**: Caulk exterior vertical masonry control joints. Caulk exterior perimeter of louvers, hm and oh doors. Caulk at sunshade brackets to brick. Caulk two exterior pipe penetrations in brick. \$3,950
- 2.) **Existing Building**: Remove and recaulk exterior vertical masonry control joints. Remove and recaulk perimeter of louvers and hm doors. \$4,395
- 3.) **Existing Building**: Remove and recaulk perimeter of aluminum windows. \$2,800

Any questions please call Jimmy @ 302-373-1640

DE. License #: 199920255

Federal ID #: 51-0386700

NCC License #: LC1359

Fearn, Cheryl

From: Nate Brown <Nate@charlesbrownglass.com>
Sent: Thursday, March 2, 2023 12:57 PM
To: Kalafut, Michael
Cc: Reed, Wesley; Fearn, Cheryl
Subject: RE: Caulking Proposal
Attachments: Jb quote4.docx

Mike,

Price for the below requested sunshade anchor re-caulking furnished and installed by J&B Caulkers per their site visit today is \$875.00 (quote attached + 10%).

Please let me know if you want me to give them the goahead.

Best,

Nathaniel Brown
Charles Brown Glass Company
6581 Hobbs Road
Salisbury, MD 21804
P: 410-749-3316
F: 410-749-1037
M: 410-726-0991
www.charlesbrownglass.com

From: Kalafut, Michael <MKalafut@bancroftusa.com>
Sent: Thursday, February 23, 2023 11:14 AM
To: Nate Brown <Nate@charlesbrownglass.com>
Cc: Reed, Wesley <WReed@bancroftusa.com>; Fearn, Cheryl <cfearn@bancroftusa.com>
Subject: FW: Caulking Proposal

Nate,

Please see e mail below from the County to add the caulking of the solar shade brackets on the existing EOC building to your proposal. Could you please revise the price to include this work. Just keep it a separate break out number like you did before.

Thanks,
Mike

Michael Kalafut, PE, LEED AP
Senior Project Manager



M. 302.354.8953 E. mkalafut@bancroftusa.com

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From: Thomas Van Dyke <thomas.vandyke@sussexcountyde.gov>

Sent: Thursday, February 23, 2023 11:09 AM

To: Kalafut, Michael <MKalafut@bancroftusa.com>

Cc: Reed, Wesley <WReed@bancroftusa.com>; Edward Leonhartt <edward.leonhartt@sussexcountyde.gov>

Subject: RE: Caulking Proposal

Hey Mike,

I mentioned this being one of the open items yesterday that hadn't been sent in a PCO yet.

Just wanted to make sure it wasn't forgotten about. If it's not too late we'd also like to add redoing the caulking around the existing solar shade brackets above the existing EOC lobby store front. It seems it's been an ongoing maintenance issue and is the source of the water intrusion into the building.

If this cannot be addressed please let me know and we will have the County facilities take care of it PRIOR to installation of carpeting in those rooms.

Thanks,

Thomas Van Dyke

Project Engineer I

Sussex County Government

2 The Circle – PO Box 589

Georgetown, DE 19947

Direct: 302-855-7733 | Mobile: 302-493-1532



From: Kalafut, Michael <MKalafut@bancroftusa.com>

Sent: Monday, December 12, 2022 2:10 PM

To: Thomas Van Dyke <thomas.vandyke@sussexcountyde.gov>

Cc: Reed, Wesley <WReed@bancroftusa.com>

Subject: Caulking Proposal

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.

Tom,

We got a proposal from Charles Brown Glass to do the following work at the existing building:

Remove/recalk masonry control joints, louvers and HM doors - \$4,835.

Remove/recalk aluminum windows - \$3,080.

Just let us know if you'd like to proceed with any of this work.

Thanks,

Mike

Michael Kalafut, PE, LEED AP
Senior Project Manager



M. 302.354.8953 E. mkalafut@bancroftusa.com

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J&B CAULKERS INC.

Caulking & Waterproofing

2242 Glasgow Ave

Newark, DELAWARE 19702

(Phone) 302-273-2211 (Fax) 302-273-2160

2/22/23

RE: Sussex Public Safety

Attention: Nate

Add to Contract:

- 1.) Remove and recaulk sixteen sunshade penetrations on existing building. \$795

DE. License #: 1999202553

Federal ID #: 51-0386700

NCC License #: LC1359



Bancroft Construction
 2324 West Zion Road Suite 108
 Salisbury, Maryland 21801
 P: (410) 844-8080

Project: CSED0001 - Public Safety Bldg. Addition
 21911 Rudder Lane
 Georgetown, Delaware 19947

CHANGE EVENT #113 - Raise masonry bench wall in plaza

Origin:

Date Created: 3/3/2023 **Created By:** Mike Kalafut
Status: Pending **Scope:** Out of Scope
Type: Owner Change **Change Reason:** Owner Directive
Description: Raise masonry bench wall at exterior plaza per Owner request. Owner determined that as designed the bench seat was too low.
Attachments: [Sussex Public Safety Seat Wall Pricing.pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	Revenue			Cost			Over/ Under	Budget Mod.
		ROM	Prime PCO	Latest Price	ROM	RFQ	Commit.		
03-330.06 Architectural Concrete.Subcontract	D.W. Masonry, Inc. CSED0001-015	\$2,349.58	\$2,349.58	\$2,349.58	\$2,349.58			\$2,349.58	\$0.00
Description: Raise bench wall at plaza									
1-511.02 Sr. Project Manager.Regular Labor		\$117.48	\$117.48	\$117.48				\$0.00	\$117.48
90-999.10 Fee.Fee & Field Cost		\$149.26	\$149.26	\$149.26				\$0.00	\$149.26
Grand Totals		\$2,616.32	\$2,616.32	\$2,616.32	\$2,349.58	\$0.00	\$0.00	\$2,349.58	\$266.74

D.W. MASONRY, INC.

THE MASONRY EXPERTS

Sussex Public Safety

CO #5 Raise Seat Wall

Qty	Item	Cost / Hour	Total
8.5	hours Mason	\$78.00	\$663.00
16	hours Labor	\$68.00	\$1,088.00
30	4" Block	\$1.10	\$33.00
370	Brick	\$0.75	\$277.50
5	Bags of Mortar	\$25.00	\$125.00
1.00	ton of sand	\$85.00	\$85.00
		O/H & Profit	\$78.08
		Total	\$2,349.58

D.W. MASONRY, INC.

5375

P.O. BOX 577 · Denton, MD 21629 · Tel: 410-479-0685 · Fax: 410-479-0164

ADDITIONAL WORK AUTHORIZATION - FIELD CHANGE ORDER

Date: 2-28-23 D.W. Masonry Job #: _____
Project: Georgetown 911 Foreman/Project Manager: Brian Barnes

You are authorized to furnish necessary labor and material to accomplish the following additional work:

Description:

Add 3 Courses brick to seat wall

Materials:

370 brick

30 4" block

5 bags mortar

1 ton Mason sand

Foreman Hrs: _____ Mason Hrs: 8.5 Laborer Hrs: 16 Other: _____

Labor Cost: \$ _____ Material Cost: \$ _____ **TOTAL DUE:** _____

It is acknowledged and agreed that the above is beyond the scope of the base contract and that the undersigned is authorized to approve additional work. This change order becomes part of and in accordance with the original contract. Payment to be made in accordance to original contract.

Authorized by representative for:

D.W. Masonry, Inc. Representative:

(Name of General Contractor/Construction Manager)

Signed: [Signature]

Signed: Tracy Reed

Date: 2-28-23

White - Office Copy

Yellow - General Contractor/Construction Manager Copy

ENGINEERING DEPARTMENT

HANS M. MEDLARZ
COUNTY ENGINEER

(302) 855-7370 T
(302) 854-5391 F

hans.medlarz@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Hans Medlarz, P.E., County Engineer

RE: ***South Coastal WRF Treatment Process Upgrade No.3 & Rehoboth Beach WTP Capital Improvement Program, Phase 2***
A. General Construction, Project C19-11 Change Order No. 27
B. Electrical Construction, Project C19-17 Change Orders No. 22

DATE: March 21, 2023

In summary, the South Coastal WRF Treatment Process Upgrade No.3 encompasses the following components and statuses:

- a. Effluent Forcemain Relocation/Replacement; Completed in fall of 2019.
- b. Influent Forcemain Consolidation; Completed in May of 2020.
- c. Drainage Network Rerouting;
This scope was not included in the base bid. After cost comparison between the General Labor & Equipment Contract versus a change order under Ronca's general construction contract; Council awarded the stand alone Change Order Request 554-001 to Ronca & Sons, Inc. in the amount of \$104,592.96 on March 10, 2020. The construction was completed in July 2020.
- d. **General Construction Project C19-11**; awarded on December 17, 2019, to M.F. Ronca & Sons, Inc.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GHD's design scope included a separate task for the hydraulic transient analysis of the South Coastal effluent force under various pumping scenarios. After County approval of the findings, GHD issued RFP-052 for replacing air valves on the effluent force main and installing additional air valves at new locations. This work scope was not known at time of base bid and hence not included. On January 11, 2022, County Council issued Change Order No. 16 to M.F. Ronca & Sons in the amount of \$88,132.23.

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

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

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

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

The South Coastal facility requires alkalinity adjustments. In the past caustic soda was used however with the upgrade project the approach was switched to magnesium hydroxide. The as bid design included an innovative low energy consumption type Enviromix gas mixing system with a performance guarantee which was not met at start up. Therefore, the design approach was switched to a traditional impeller type mixing system. Michael F. Ronca & Sons, priced the modification including the full contract credits relating to the original

Enviromix system and on March 29, County Council approved Change Order No. 21 in the aggregate amount of \$45,989.72.

The FY2022 Environmental Services budget included roof repairs of the South Coastal administration building and conversion of an existing pole building to an electrical panel shop. M. F. Ronca & Sons already has subcontractors in their scope of work who perform this type of work. They priced the building modification and selectively investigated the roof conditions. The roof dating to the original construction needs full replacement and has areas of compromised decking. Due to market volatility, long lead times and anticipated incremental increases in roofing material (membrane & tapered insulation) costs, pricing includes a material escalation allowance. Upon delivery of roofing materials final costs will be incorporated in a corrective change order reflecting actual material increases. Roof decking replacement will be performed at a unit cost of \$25.00 per SF incorporated into the corrective change order. On May 10, 2022, Council approved Change Order No. 22 in the aggregate amount of \$306,692.52 for pole building enclosure and admin building roof replacement followed by a later corrective change order adjusting unit costs and material pricing.

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

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

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

Upon condition exploration of the City's main system pump station on State Street, GHD formulated an initial repair scope and subsequently issued RFP-075 for the repairs. This station also carries the County's Henlopen Acres Sewer District Area flows, and the County participates in the repair effort. With the urgency of the repair evident, the City requested inclusion in the

project. M. F. Ronca & Sons, Inc. proposed to perform the modified repair scope for \$2,270,000.00. GHD, the City Engineer and the County Engineer supported the modified approach. On December 6, 2022, Council approved Change Order No. 26 to Michael F. Ronca & Sons, Inc. to perform the expanded State Street Pump Station repair scope for \$2,270,000.00. The City will pay for this change order directly out of City funds with separate invoice by contractor. In addition, with concurrence of the City, County Council granted Substantial Project Completion for the Rehoboth Beach WTP Capital Improvement Program, Phase 2 as of November 14, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following RFPs were requested by Environmental Services:

1. RFP-064 for float-controlled effluent pump backup control panel in the event of a failure in the digital pump control system or level transmitter in the amount of \$29,895.13.
2. RFP-065 for the demolition and replacement of the original 1970s lighting in the Headworks Pump Room, Headworks Grit Dewatering Room, Mechanical Building Pump Room, and outdoor wallpacks around perimeter of Mechanical Building in the amount of \$80,099.11.
3. RFP-066 for additional circuits and conduits associated with a conveyor warning alarm in the Cake Storage Building, and for separation of 120 VAC circuits from 24 VDC circuits originating in Cake Storage Building in the amount of \$3,090.30.
4. RFP-068 for the electrical work associated with replacing the compressed gas mixing system with a mechanical mixing system in the amount of \$83,738.84. This is the companion change order to Michael F. Ronca & Sons' Change Order No. 21 for the mechanical work.
5. RFP-069 for a change in the existing 6-way DB-5A allowing for the MH-47 to be eliminated at a credit of (\$7,500.00).

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

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

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

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

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

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

BW Electric, Inc. submitted RFI-102 questioning the absence of a neutral bonding conductor in the electrical feeder 5A. GHD investigated the information request and concluded that the least costly solution to achieve the NEC required bonding was to add a conductor. Since this was an omission in the original documents, all of GHD's work associated with this item will not be billed. BW Electric, Inc. proposes to furnish and install the conductor under Change Order No. 22 in the amount of \$33,342.10. Therefore, the Engineering Department recommends approval of BW Electric's Change Order No. 22 in said amount.

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

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



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – General Construction**
2. Sussex County Project No. C19-11
3. Change Order No. 27
4. Date Change Order Initiated - 3/21/23
5.
 - a. Original Contract Sum \$39,526,400.00
 - b. Net Change by Previous Change Orders \$5,953,735.94
 - c. Contract Sum Prior to Change Order \$45,480,135.94
 - d. Requested Change \$ 88,787.72
 - e. Net Change (No. of days) 0
 - f. New Contract Amount \$45,568,923.66
6. Contact Person: Hans Medlarz, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

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

— 6. Factors Affecting Time of Completion

___ 7. Other (explain below):

C. BRIEF DESCRIPTION OF CHANGE ORDER:


Modifications to the blower system controls and a new liner for the sludge holding lagoons.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes X No

E. APPROVALS

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



Signature 3/15/2023
Date

David A. Ronca, CEO & General Manager

Representative's Name in Block Letters

2. Sussex County Engineer



Signature 3/17/23
Date

3. Sussex County Council President

Signature Date

Michael F.
RONCA
& Sons, Inc.

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



CONTRACTORS

179 Mikron Road, Bethlehem, PA 18020

February 9., 2023

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

Re: Sussex County
SCRWF-RBWWTP CIP Phase 2 Upgrades
Proposed Change Order Request No. 554-038
Blower Panel Programming Mods

Dear Mr. Clark:

Please consider this writing to be Michael F. Ronca & Sons, Inc.'s formal change order request for performance of the above referenced work, in the amount of Four Thousand Four Hundred Twelve Dollars and 55 Cents.....(\$4,412.55).

Enclosed for your review is a corresponding breakdown of costs.

Should this change order request be acceptable as provided, please prepare the appropriate change order documentation and forward the same to our office for further processing. Until then, should you have any questions, or require additional information, please do not hesitate to contact me.

Regards,

Scott Wachinski

Project Manger

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

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-038 Blower Panel Programming Mods

2/9/2023

CHANGE ORDER SUMMARY

Item 1 Modify Aeration System Control Programming in Accordance with GHD RFP-079.

Labor	\$0.00
Materials	\$3,837.00
Equipment	\$0.00
Subcontract	\$0.00
Subtotal	\$3,837.00
Contractor Overhead & Profit @ 15%	\$575.55
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$4,412.55
Change Order Total	\$4,412.55

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-038 Blower Panel Programming Mods

2/9/2023

<u>Item</u>	<u>Description</u>						
Item 1	Modify Aeration System Control Programming in Accordance with GHD RFP-079.						
	Labor:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
				\$0.00	\$0.00	Labor Total:	\$0.00
	Materials:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
	Aeration System Controls Programming Modifications	1.00	LS	\$3,837.00	\$3,837.00	Material Total:	\$3,837.00
	Equipment:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
				\$0.00	\$0.00	Equipment Total:	\$0.00
	Subcontract:	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>		
				\$0.00	\$0.00	Subcontract Total:	\$0.00
						Item Total:	\$3,837.00



W136N5239 Campbell Ct. Menomonee Falls, WI 53051 USA
1-888-783-5970 Tel: 1 (262) 783-5970 Fax: 1 (262) 783-5974
www.enhancedautomation.com

CHANGE NOTICE

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320

Date: 2/8/2023
ECN No: 1 J12054
Ref:

Project Name:	Sussex, DE RWF Treatment Upgrade NO. 3
Project Manager:	Brett Pepler
Customer P.O.#:	PO-22-00478
Requestor's Name:	Brett Pepler
Reason For Change:	Additional Programming Change Requests, After FAT
Unit Changed:	MCP
Drawings to Change:	N/A
Description of Change:	<p>Control Programming Additions</p> <p>While going through the FAT process for the MCP panel, additional programming requests were proposed to be added to the system. The items include but not limited to:</p> <ul style="list-style-type: none"> • Minimum Air Setpoint applying to multiple control modes • Add blower/step selection table to HMI • Provide additional setpoints • Modify multiple configuration HMI screens • Change logic for MOV, when any air flow / DO setpoint is not satisfied • Generator Limits while in Manual Mode • Disallow Header Pressure above 11.4 in any mode • Update the approved control narrative with FAT clarifications and additional programming requests

Cost of Change: \$3,837

Approved: Yes ___ No ___
Signature / Date: _____

Michael F.
RONCA
& Sons, Inc.

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



CONTRACTORS

179 Mikron Road, Bethlehem, PA 18020

March 10, 2023

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

Re: Sussex County
SCRWF-RBWWTP CIP Phase 2 Upgrades
Proposed Change Order Request No. 554-039
SCRWF Lagoon B Liner Replacement

Dear Mr. Clark:

Please consider this writing to be Michael F. Ronca & Sons, Inc.'s formal change order request for performance of the above referenced work, in the amount of Eighty Four Thousand Three Hundred Seventy Five Dollars and 17 Cents.....(\$84,375.17).

Enclosed for your review is a corresponding breakdown of costs.

Should this change order request be acceptable as provided, please prepare the appropriate change order documentation and forward the same to our office for further processing. Until then, should you have any questions, or require additional information, please do not hesitate to contact me.

Regards,

Scott Wachinski

Project Manger

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

Sussex County - SCRWF-RBWTP CIP Phase 2 Upgrades

PCOR 554-039 SCRWF Lagoon B Liner Replacement

3/10/2023

CHANGE ORDER SUMMARY

Item 1 Remove and Dispose of Ex. Liner

Labor	\$1,993.84
Materials	\$350.00
Equipment	\$1,858.80
Subcontract	\$0.00
Subtotal	\$4,202.64
Contractor Overhead & Profit @ 15%	\$630.40
Contr. Overhead & Profit on Subcontr. @ 5%	\$0.00
Item Total	\$4,833.04

Item 2 Install New Lagoon B Liner System Including Exc./Backfill of Anchor Trench.

Labor	\$2,846.56
Materials	\$0.00
Equipment	\$2,871.20
Subcontract	\$69,492.10
Subtotal	\$75,209.86
Contractor Overhead & Profit @ 15%	\$857.66
Contr. Overhead & Profit on Subcontr. @ 5%	\$3,474.61
Item Total	\$79,542.13
Change Order Total	\$84,375.17

Sussex County - SCRWF-RBWWTP CIP Phase 2 Upgrades

PCOR 554-039 SCRWF Lagoon B Liner Replacement

3/10/2023

<u>Item</u>	<u>Description</u>					
Item 1	Remove and Dispose of Ex. Liner					
	Labor:	Qty	Unit	Unit Cost	Total	
	Operating Engineer	8.00	MH	\$106.59	\$852.72	
	Laborer	16.00	MH	\$71.32	\$1,141.12	
						Labor Total: \$1,993.84
	Materials:	Qty	Unit	Unit Cost	Total	
	Disposal Fees	1.00	LS	\$350.00	\$350.00	
						Material Total: \$350.00
	Equipment:	Qty	Unit	Unit Cost	Total	
	3.0 CY Tr. Load	8.00	HR	\$143.32	\$1,146.56	
	Tri. Ax. Dump Truck	8.00	HR	\$73.37	\$586.96	
	STS	8.00	HR	\$15.66	\$125.28	
						Equipment Total: \$1,858.80
	Subcontract:	Qty	Unit	Unit Cost	Total	
				\$0.00	\$0.00	
						Subcontract Total: \$0.00
						Item Total: \$4,202.64
Item 2	Install New Lagoon B Liner System Including Exc./Backfill of Anchor Trench.					
	Labor:	Qty	Unit	Unit Cost	Total	
	Operating Engineer	16.00	MH	\$106.59	\$1,705.44	
	Laborer	16.00	MH	\$71.32	\$1,141.12	
						Labor Total: \$2,846.56
	Materials:	Qty	Unit	Unit Cost	Total	
				\$0.00	\$0.00	
						Material Total: \$0.00
	Equipment:	Qty	Unit	Unit Cost	Total	
	RT Backhoe AWD	16.00	HR	\$90.42	\$1,446.72	
	Tri. Ax. Dump Truck	16.00	HR	\$73.37	\$1,173.92	
	STS	16.00	HR	\$15.66	\$250.56	
						Equipment Total: \$2,871.20
	Subcontract:	Qty	Unit	Unit Cost	Total	
	Liner Subcontractor	1.00	LS	\$69,492.10	\$69,492.10	
						Subcontract Total: \$69,492.10
						Item Total: \$75,209.86



March 2, 2023

Michael F Ronca & Sons, Inc.
179 Mikron Road
Bethlehem, PA 18020

Attn: Scott Wachinski

**BID RE: SCRWF No. 3 Upgrades. – Sludge Lagoon B. Frankford, DE.
Change Order #1.
19-271.4**

This EMAIL will confirm our telephone conversation concerning the quotation of the Change Order. The enclosed price is based on current material costs and can be held for 30 days.

**Due to the instability of the petroleum prices which is impacting all material pricing (Liner, Geotextile, GeoGrids, and processing costs) the manufacturers have advised us of immediate price increases and future price increases and availability delays are expected. Stainless steel pricing is now also being impacted. Pricing will continue to be held for 30 days; however, we reserve the right to re-price any project beyond 30 days.*

Sludge Lagoon B

▪ 60 mil HDPE Smooth	Up to	15,042 SF
▪ Boots for Pipe Penetrations (8")		3 Each
▪ Stainless Steel Flat Bar 1/4" x 2"		384 Linear Feet
▪ Stainless Steel Anchors 3/8" x 3-3/4"		800 Each
▪ Neoprene Gasket 1/4" x 2"		384 Linear Feet
▪ 200 mil Geocomposite w/DS 8 oz Geotextile		13,800 SF
▪ Gas Vents		8 Each
▪ Sacrificial Liner & Geotextile Strips (130' L x 7' W)		1 Each
▪ Extrusion Welding		280 Linear Feet
▪ Destructive Testing		5 Each

Mobilization(s) up to: 1

INSTALLATION

1. JH WATER SYSTEMS, INC. will provide:

- complete installation of the liner system utilizing non-union labor.
- placement of liner on a compacted surface.
- all seaming and pipe penetration
- temporary and permanent anchoring of liner.
- all tools and miscellaneous materials necessary for seaming liner system in place



2. Supplied by Your Company or others:

- all earthwork, including compaction, meeting liner specifications.
- provide dewatering of site to be lined when necessary.
- all pipe work, if any, prior to beginning of liner work
- adequate provisions to prevent gas formation under the liner system- as specified in installation instructions.
- machine and operator to unload and assist in deployment of panels
- provide for disposal of all scrap material, etc.
- all applicable taxes including federal, state, local, etc.
- dig and backfill anchor trench
- site must comply with OSHA regulation
- **Water Tightness Testing**

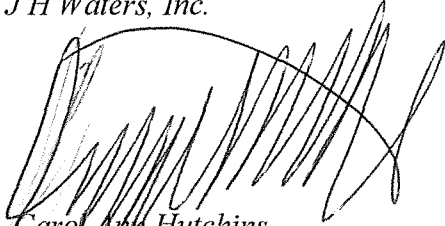
<i>ITEM</i>	<i>COST</i>	<i>Less 5% Discount (see below 'Payment Terms)</i>	<i>TOTAL COST w/ Payment in 5 Days</i>
<i>Change Order 1 – Lagoon B</i>	\$ 65,492.10	-\$ 3,274.60	\$ 62,217.50
<i>20 Year Prorated Material Warranty – Liner</i>	\$ 5,000.00		
<i>Tax on Materials, if Applicable</i>	\$ 1,722.27		

- *Material, Ancillary Equipment, Delivery, and Installation.*
- *The price is Lump Sum regardless of the quantity of material delivered and/or installed up to SEE ABOVE.*
- *All excess material is the property of J H Waters, Inc. If installed area varies from quoted or changes in construction, J H Waters, Inc. reserves the right to bill the customer on a per square foot basis for the error area.*
- *J H Waters, Inc. reserves the right to pass along any verifiable resin, manufacturers, and or fabricator increases, up to the time of material shipment.*
- *Due to the exceptional volatility of the raw material market, J H Waters, Inc. reserves the right to modify its offer without any prior notice to reflect any surcharge applied by the resin supplier or manufacture.*
- *Price is based on laborers being Non-Union.*
- *No Prevailing Wage rate is used on this project's pricing.*
- *The manufacturer's standard 20-Year prorated warranty will apply.*
- ***J H Waters standard 1 Year installation warranty will apply.*

Page 3

PAYMENT TERMS: *5% Discount 5 Days, Net 30 - NO RETAINAGE - with interest at the maximum rate provided by law per month on unpaid balance from date of invoice plus any collection and/or any attorney or legal fees accrued to collect the unpaid balance.*

*Sincerely,
JH Waters, Inc.*

A handwritten signature in black ink, appearing to read "Carol Ann Hutchins". The signature is written in a cursive style with a large, sweeping initial "C" and "H".

*Carol Ann Hutchins
President*

Michael F Ronca & Sons, Inc.

Authorized Signature

Cc: File 19-271.4



**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **SCRWF Treatment Process Upgrade No. 3 & RBWTP Capital Improvement Program, Phase 2 – Electrical Construction**
2. Sussex County Project No. C19-17
3. Change Order No. 22
4. Date Change Order Initiated - 3/21/23
5.
 - a. Original Contract Sum \$22,178,674.00
 - b. Net Change by Previous Change Orders \$576,449.75
 - c. Contract Sum Prior to Change Order \$22,755,123.75
 - d. Requested Change \$ 33,342.10
 - e. Net Change (No. of days) _____
 - f. New Contract Amount \$22,788,465.85
6. Contact Person: Hans Medlarz, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

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

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

C. BRIEF DESCRIPTION OF CHANGE ORDER:


Addition of a conductor in electrical feeder 5A.

D. JUSTIFICATION FOR CHANGE ORDER INCLUDED?

Yes No

E. APPROVALS

1. B.W. Electric Inc., Contractor

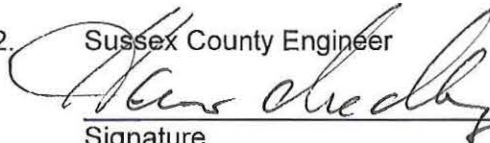


Signature 3.15.2023
Date

Bryon S. Warren, President

Representative's Name in Block Letters

2. Sussex County Engineer



Signature 3/14/23
Date

3. Sussex County Council President

Signature Date



Request for Proposal

Project Title	SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2		
Owner	Sussex County, Delaware		
Contract No.	C19-17: Electrical Construction	GHD Project No.	11121182
Contractor is requested to provide a Change Proposal for the following proposed modifications to the Work. This request alone neither directs nor approves any change to the Work nor any adjustments to the Contract Price or Contract Times. Contractor's proposal shall be submitted to Engineer for review and shall adhere to all requirements of the Contract Documents. If found acceptable to Owner and Engineer, Contractor's Change Proposal will be incorporated into the Work via Change Order.			
RFP No.	080		
RFP Subject	SCRWF PF-5A Neutral Conductor Addition		
Issued By	R. Cardinal	Issue Date	Feb 28, 2023

Description of proposed changes:

Ref: RFI-102

Contractor is requested to submit a proposal to add a 3/0 neutral conductor to feeder PF-5A, such that the circuit will now consist of the following:

"PF-5A: (4 sets) of 3-350 kCM, 1-No. 3/0 N, 1-No. 3/0 G." This should replace what is indicated in the Circuit Schedule for PF-5A on Drawing SC-E0015.



15342 S. DuPont Hwy
Harrington DE 19952

Office: 302.566.6248
Fax: 302.566.6251

Bryon Warren
President
302-270-5719

Email(s):
office@bwelectricinc.com
estimates@bwelectricinc.com

March 6, 2023

Subject: SCRWF Upgrade No. 3 & RBWWTP CIP Upgrade Phase 2 RFP No. 80

Dear Mr. Medlarz,

Our price to perform the electrical work associated with the above project is based on RFP No. 80. Our price does not include the use of Prevailing Wages. Our price is a **\$33,342.10** and includes the following:

Description of proposed changes:

Ref: RFI-102

Contractor is requested to submit a proposal to add a 3/0 neutral conductor to feeder PF-5A, such that the circuit will now consist of the following: "PF-5A: (4 sets) of 3-350 kCM, 1-No. 3/0 N, 1-No. 3/0 G." This should replace what is indicated in the Circuit Schedule for PF-5A on Drawing SC-E0015.

Exclusions

1. No permit fees.
2. No cutting.
3. No patching or painting.
4. No liquidated damages.

This price is good for thirty (30) days only.

Sincerely,

Jason R. Walters
B. W. Electric, Inc.
Superintendent
JRW/

**#SCRWF Upgrade No.3 and RBWWTP CIP Upgrade Phase 2 : RFP No. 080
Totals (Summary) - Bid Summary: Default**

Material	
Non-Quoted	\$20,951.19
Quotes	0.00
Sales Tax (0.00%)	0.00
Total Material	\$20,951.19
Labor	
Direct (110.96 hours @ \$65.00)	\$7,212.40
Non-Productive Labor	0.00
Total Labor (110.96 hours)	\$7,212.40
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$28,163.59
Overhead (10.00%)	2,816.36
Profit (5.00%)	1,549.00
Job Total	\$32,528.95
Bond	
Bond	813.22
Job Total with Bond	\$33,342.17
Actual Bid Price	\$33,342.17
Material to Direct Labor ratio: 0.74	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	15.53
Gross Profit \$	\$5,178.58
Net Profit %	7.08

Vincent
yes. 3/9

Council Grant Form

Legal Name of Agency/Organization	Autism Delaware
Project Name	25th Anniversary
Federal Tax ID	202110190
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	Autism Delaware's mission is to help people and families affected by autism.
Address	924 Old Harmony Road
Address 2	Suite 201
City	Newark
State	Delaware
Zip Code	19713
Contact Person	Dan Getman
Contact Title	Director of Development

Contact Phone Number 3022246020

Contact Email Address dan.getman@autismdelaware.org

Total Funding Request 2500

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

If YES, how much was received in the last 12 months? 2000

Are you seeking other sources of funding other than Sussex County Council? Yes

If YES, approximately what percentage of the project's funding does the Council grant represent? 1

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

Program Category Other

Primary Beneficiary Category Disability & Special Needs

Beneficiary Category
Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 254

Scope

The year 2023 marks Autism Delaware's 25th anniversary, and it will be a time to celebrate both the achievements of the autism community and our organization's milestones and accomplishments. As we look back on how far we've come, we will also look forward to our future growth and development with a renewed dedication to serving the needs of all autistic people who live in Delaware.

- Our 25th Anniversary Gala will be held on November 11, 2023. The evening will help raise funds to continue our programming long into the future.

By supporting our Gala you will be supporting Autism Delaware's vital programs and services and bringing awareness to your local community about autism and the need to support individuals and families across the lifespan. Your sponsorship will help us expand creative and innovative services, resources, and support for individuals and families using evidence-based methods to serve as models for others.

Religious Components

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 0.00

Description Event expenses

Amount 38,000.00

Description Marketing

Amount 12,000.00

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL EXPENDITURES 50,000.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -50,000.00

Name of Organization Autism Delaware

**Applicant/Authorized
Official** Dan Getman

Date 03/06/2023

**Affidavit
Acknowledgement** Yes

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

Green
Yes. 3/14

Council Grant Form

Legal Name of Agency/Organization Mariner Middle School Business Professionals of America
CAPE SCHOOL DISTRICT

Project Name Mariner Middle School Business Professionals of America
2023 NLC

Federal Tax ID 51-6000279

Non-Profit Yes

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

Organization's Mission It is the mission of Mariner Business Professionals of America to develop and empower student leaders to discover their passion and change the world by creating unmatched opportunities in learning, professional growth and service.

Address Mariner Middle School

Address 2 16391 Harbeson Road

City Milton

State DE

Zip Code 19968

Contact Person Dr. Daniel Shockley

Contact Title Teacher/Advisor

Contact Phone Number 302-684-8516

Contact Email Address danielh.shockley@cape.k12.de.us

Total Funding Request \$2000

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

If YES, how much was received in the last 12 months? 1500

Are you seeking other sources of funding other than Sussex County Council? Yes

If YES, approximately what percentage of the project's funding does the Council grant represent? 11

Program Category (choose all that apply) Educational

Program Category
Other

Primary Beneficiary Category Youth

Beneficiary Category
Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 40

Scope

In 2017, Mariner Middle School was awarded a charter granting permission for the establishment of a middle-level chapter of Business Professionals of America (BPA). As the nation's leading career and technical student organization, BPA provides its 4000+ members with opportunities for growth through education, competition, community service, and personal development.

Since our chapter's inception in 2017, Mariner BPA has become a leading chapter at both the state and national level. In fact, this year, our chapter has been awarded both the Middle-Level Professional Cup and the Quality Chapter Distinction Awards by the Delaware Department of Education for our commitment to excellence. Moreover, after months of rigorous preparation, Mariner BPA has twelve members who have earned top state awards in various areas of business, marketing, and finance.

Collectively, this is our Chapter's and district's largest delegation to earn state recognition. We could not be more

proud of their efforts!

Each state finalist is now invited to attend the 2023 Business Professionals of America National Leadership Conference (NLC) in Anaheim, California. This annual event provides students with the opportunity to both learn from and network with industry experts, as well as to compete for national titles.

Unfortunately, success comes at a significant financial cost, as the ability for our Mariner BPA finalists to attend the NLC is contingent upon our ability to cover the expenses associated with traveling and staying in California.

At this time, we are short these needed funds. Thus, we are seeking community sponsorships. Please note, no amount is too small. All monies will go to support all twelve finalists, as well as our general membership as they prepare for the 2024 SLC.

**Religious
Components**

n/a

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

5,000.00

Description

ANNUAL DUES

Amount

400.00

Description

STATE LEADERSHIP CONFERENCE REGISTRATION

Amount 1,500.00

Description NATIONAL LEADERSHIP CONFERENCE REGISTRATION

Amount 1,375.00

Description GROUND TRANSPORTATION

Amount 3,000.00

Description AIRFARE

Amount 5,500.00

Description PERSONNEL (SUBSTITUTES)

Amount 1,500.00

Description HOTEL FEES

Amount 5,400.00

Description

Amount

TOTAL EXPENDITURES 18,675.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -13,675.00

Name of Organization Mariner Middle School Business Professionals of America

**Applicant/Authorized
Official** Daniel H. Shockley

Date 03/10/2023

Affidavit Yes

Acknowledgement

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

Rickey.
UTS. 3/14.

Council Grant Form

Legal Name of Agency/Organization	Georgetown Elementary School / GE Robotics Club INDIAN RIVER SCHOOL DISTRICT
Project Name	VEX IQ Elementary Robotics Challenge World Championships - Dallas, Texas
Federal Tax ID	516-000279XG
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	The Georgetown Elementary Robotics Club's mission is to provide opportunity, guidance, and experience in the STEM field of robotics for 3rd through 5th grade students at Georgetown Elementary School in Georgetown, Delaware. With hands-on, active participation, students will develop an understanding of problem solving, engineering, design, coding, construction, and teamwork STEM concepts through robotics.
Address	301-A West Market Street
Address 2	
City	Georgetown
State	Delaware
Zip Code	19947

Contact Person	Nicole Morey
Contact Title	GE STEM teacher & Robotics Club coach
Contact Phone Number	302.856.1940
Contact Email Address	nicole.morey@irsd.k12.de.us
Total Funding Request	1500.00
Has your organization received other grant funds from Sussex County Government in the last year?	No
If YES, how much was received in the last 12 months?	N/A
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	13
Program Category (choose all that apply)	Educational

Program Category
Other

Primary Beneficiary Category Youth

Beneficiary Category
Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 70

Scope

The GE Robotics Club was created in 2016 as an after school program for any interested grade 3 through 5 student. Using the VEX IQ Robotics program, our students experience the engineering, design, problem-solving, construction and teamwork concepts used in STEM related fields. Each year, working in teams of 2-6 members, our students participate and compete in a new VEX IQ robotics challenge, as do students from schools in countries from around the globe. These teams can then participate in competitions to test their skills against other programs. This year, GE has 5 competition teams from our approximately 70 members. At the Delmarva Regional Championships, March 4, 2023, all of our teams competed exceptionally well, and one of our teams (4-fifth grade students) earned qualification to VEX IQ World Championships in Dallas, Texas, May 2-May 4 for winning the Teamwork Challenge competition.

The GE Robotics Club operates without a budget and is now

- in the process of raising money to attend the competition. This is a unique opportunity for our students to meet and work cooperatively with students from over 30 countries around the world as they test their skills with other

competition champions. If you have any questions or would like additional information, please contact Nicole through her contact information above.

Thank you for your consideration of support for our program!

**Religious
Components**

**Please enter the
current support your
organization receives
for this project (not
entire organization
revenue if not
applicable to request)** 0.00

Description Registration Fee

Amount 1,200.00

Description Travel - airfare

Amount 3,600.00

Description Travel - lodging

Amount 6,000.00

Description Food, miscellaneous

Amount 1,000.00

Description

Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL EXPENDITURES 11,800.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -11,800.00

Name of Organization Georgetown Elementary School / GE Robotics Club

**Applicant/Authorized
Official** Nicole Morey

Date 03/09/2023

**Affidavit
Acknowledgement** Yes

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

To Be Introduced: 03/21/23

Council District 2: Mrs. Green
Tax I.D. No.: 130-6.00-94.02
911 Address: 7485 Calhoun Road, Milford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL KITCHEN TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 1.01 ACRES, MORE OR LESS

WHEREAS, on the 20th day of January 2023, a Conditional Use Application, denominated Conditional Use No. 2423 was filed on behalf of Jennifer C. Attix; and

WHEREAS, on the ____ day of _____ 2023, 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. 2423 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2423 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 Cedar Creek Hundred, Sussex County, Delaware, and lying on east side of Calhoun Road (S.C.R. 621), approximately 0.79 mile south of Shawnee Road (Route 36) and being more particularly described in the attached legal description prepared by David W. Baker, Esquire, P.A. said parcel containing 1.01 acres, more or less.

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

To Be Reintroduced: 03/21/23

Council District 4: Mr. Hudson
Tax I.D. No.: 234-34.00-4.01
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL STORAGE FACILITY WITH RV AND BOAT STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 14.34 ACRES, MORE OR LESS

WHEREAS, on the 25th day of August 2022, a conditional use application, denominated Conditional Use No. 2394 was filed on behalf of Wayne Development, LLC; and

WHEREAS, on the ____ day of _____ 2023, 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. 2394 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2394 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 Indian River Hundred, Sussex County, Delaware, and lying on southwest side of Gull Point Road (S.C.R. 313) approximately 591 ft. northeast of Downs Landing Road and being more particularly described in the attached legal description prepared by Parsons & Robinson, P.A., said parcel containing 14.34 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: 03/21/23

Council District Mrs. Green
Tax I.D. No. 330-7.00-7.00 (p/o)
911 Address 20420 Pingue Drive, Milford

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 (AGRICULTURAL RESIDENTIAL DISTRICT) FOR A PRIVATE TENTING AREA TO BE LOCATED ON A 1.8 ACRE PORTION OF A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 9.61 ACRES, MORE OR LESS (PORTION OF).

WHEREAS, on the 17th day of March 2022, a conditional use application, denominated Conditional Use No. 2357 was filed on behalf of Pingue Properties, LLC; and

WHEREAS, on the ____ day of _____ 2023, 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. 2357 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2357 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 Cedar Creek Hundred, Sussex County, Delaware, and lying on the northwest side of Cedar Beach Road (Rt. 36) approximately 0.29 mile east of Coastal Highway (Rt. 1) and being more particularly described in the attached legal description prepared by L.M. Anderson, Esq., portion of said parcel containing 1.8 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: 03/21/23

Council District 5: Mr. Rieley
Tax I.D. No.: 135-16.00-42.01
911 Address: 20865 Gravel Hill Road, Georgetown

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A HOLISTIC THERAPY CENTER – TRANSITION HOUSE FOR RECOVERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 5.9 ACRES, MORE OR LESS.

WHEREAS, on the 11th day of October 2022, a Conditional Use application, denominated Conditional Use No. 2399 was filed on behalf of St. Vincent House of transformation, Inc.; and

WHEREAS, on the ____ day of _____ 2023, 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. 2399 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2399 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 Georgetown Hundred, Sussex County, Delaware, and lying on east side of Gravel Hill Road (Rt. 30), approximately 0.6 mile north of Johnson Road (S.C.R. 47), and being more particularly described in the attached legal description prepared by The Smith Firm, LLC, said parcel containing 5.9 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: 03/21/23

Council District 5: Mr. Rieley
Tax I.D. No.: 135-20.00-142.00
911 Address: 22491 Cedar Lane, Georgetown

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTO REPAIR SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 0.46 ACRES, MORE OR LESS

WHEREAS, on the 2nd day of August 2022, a conditional use application, denominated Conditional Use No. 2391 was filed on behalf of M.R.O. Auto Repair, LLC; and

WHEREAS, on the ____ day of _____ 2023, 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. 2391 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2391 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 Georgetown Hundred, Sussex County, Delaware, and lying on northeast side of Cedar Lane (S.C.R. 318) approximately 950 ft. southeast of Wood Branch Road (S.C.R. 321) and being more particularly described in the attached legal description prepared by Tunnell & Raysor, P.A., said parcel containing 0.46 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: 03/21/23

Council District: Mr. Hudson
Tax I.D. No.: 533-17.00-187.00
911 Address: N/A

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO ALLOW FOR A PROPOSED SOLAR FARM TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 61.15 ACRES, MORE OR LESS.

WHEREAS, on the 30th day of September 2022, a Conditional Use application, denominated Conditional Use No. 2398 was filed on behalf of Chaberton Energy (Blue Hen Solar); and

WHEREAS, on the ____ day of _____ 2023, 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. 2398 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2398 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 Baltimore Hundred, Sussex County, Delaware, and lying on southeast side of Hudson Road (S.C.R. 387), approximately 0.61 mile south of the intersection of Lighthouse Road (Route 54) and Hudson Road (S.C.R. 387), and being more particularly described in the attached legal description prepared by Becker Morgan Group, Inc., said parcel containing 61.15 acres, more or less.

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



Memorandum

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

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

CC: Everett Moore, County Attorney

Date: March 17, 2023

RE: County Council Report for Ordinance 23-03 relating to the Time Period for the County Council to Render a Decision on Appeal

On January 3, 2023, an Ordinance was introduced by the County Council to amend Chapter 99 of the Code of Sussex County relating to the time period for the County Council to render a decision on appeal.

The Planning & Zoning Commission held a Public Hearing on the application on February 9, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the Ordinance for the reasons stated within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of February 9, 2023

Minutes of February 9, 2023, Planning & Zoning Commission Meeting

Ord. 23-03

AN ORDINANCE TO AMEND CHAPTER 99, § 99-39B.(2)(c) OF THE CODE OF SUSSEX COUNTY RELATING TO THE TIME PERIOD FOR COUNCIL TO RENDER A DECISION ON APPEAL.

Mr. Whitehouse advised the Commission that submitted into the record was a copy of the Ordinance that was introduced to the County Council. Mr. Whitehouse advised the Commission zero comments had been received.

Mr. Robertson advised the Commission the Ordinance is related to when an appeal is received on a Commission decision, and County Council has a related public hearing; that the Code states the



Appellant is required to obtain a transcript; that upon doing this the time period begins to the time period Council must act on the appeal; that the issue is the 60 day time period becomes too compressed; that a judge sits with Council; that there is a lot of difficulties attempting to schedule dates that suit all parties involved; that there may also be pre-trial and written submission which are required; that Council desires to obtain all the information; that the Council may then defer for further consideration and due to this, Council has requested the time period be increased to 120 days.

Chairman Wheatley questioned if the Ordinance would change the 60-day appeal period for the Applicant to submit an appeal and he questioned who receives the transcript.

Mr. Robertson stated the Ordinance would not impact the time period for filing and/or perfecting the appeal; that the Ordinance is related to the back end to how soon County Council must act after the appeal has been submitted; that County Council receives the transcript by a court reporter, provided by the Appellant, of the Planning & Zoning Commission proceedings the Appellant wants to appeal; that the Appellant submits the transcripts to the County Council Clerk and the clock begins once the Council Clerk receives the transcript.

Chairman Wheatley stated there was a typographical error in Line 8 of the proposed Ordinance which states, “within width” and he believes the Ordinance should state “within which.”

Mr. Robertson stated there was a typographical error in Line 8 and that he suggested, should the Ordinance be acted favorably upon, a recommendation be made to correct the Ordinance to state “within which.”

The Commission found that there was no one present in the room or by teleconference who wished to speak in support of or in opposition to the Ordinance Application.

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

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

In relation to ORD. 23-03. Motion by Mr. Hopkins, seconded by Ms. Stevenson and carried unanimously to recommend approval of Ordinance 23-03 to amend Chapter 99, § 99-39B.(2)(c) relating to the time period for Council to render a decision on appeal, contingent upon the typographical error in Line 8 being corrected to state “a time limit within *which* the Sussex County Council must render its decision”. Motion carried 5-0.

Vote by roll call: Mr. Hopkins – yea, Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Chairman Wheatley – yea

1 **AN ORDINANCE TO AMEND CHAPTER 99, § 99-39B.(2)(c) OF**
2 **THE CODE OF SUSSEX COUNTY RELATING TO THE TIME**
3 **PERIOD FOR COUNCIL TO RENDER A DECISION ON**
4 **APPEAL.**

5
6 WHEREAS, Sussex County Code, Chapter 99, Article VIII.,
7 “Enforcement Amendments; Appeals”, § 99-39B.(2)(c) establishes a
8 time limit within which the Sussex County Council must render its decision
9 on appeals from a decision of the Planning and Zoning Commission; and

10 WHEREAS, Sussex County desires to amend Sussex County Code,
11 Chapter 99, Article VIII § 99-39B.(2)(c) to change the time period for
12 the Council to render its decision on such an appeal from 60 days to 120
13 days from the receipt of the transcript.

14 NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY
15 ORDAINS:

16 Section 1. Sussex County Code, Chapter 99, Article VIII, § 99-
17 39B.(2)(c), entitled, “Appeals”, is hereby amended by adding the
18 underlined language and deleting the bracketed language as follows:

- 19 (c) Within 120[60] days from the receipt of the transcript, the
20 Council shall act on the record of the hearing before the
21 Commission and the Council shall not hold an additional
22 public hearing.

23 Section 2. Effective Date. This Ordinance shall become effective
24 upon its adoption.

25
26 Synopsis

27 This Ordinance amends Chapter 99, Article VIII, § 99-39B.(2)(c.),
28 by changing the time period for the Council to render its decision on an
29 appeal from a decision of the Planning and Zoning Commission from 60

30 days to 120 days from the receipt of the transcript. Deleted text is in
31 brackets. Additional text is underlined.



Memorandum

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

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

CC: Everett Moore, County Attorney

Date: March 17, 2023

RE: County Council Report for C/U 2374 filed on behalf of Jose Netto and Karyne Da Silva

The Planning and Zoning Department received an application (C/U 2374 filed on behalf of Jose Netto and Karyne Da Silva) for a Conditional Use for parcel 334-12.00-23.00 for an esthetician business. The property is located at 20036 John J. Williams Highway, Lewes. The parcel size is 0.28 acres +/-.

The Planning & Zoning Commission held a Public Hearing on the application on February 9, 2023. At the meeting of February 9, 2023, the Planning & Zoning Commission recommended approval of the application for the 5 reasons stated and subject to the 8 recommended conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meeting of February 9, 2023

Minutes of the February 9, 2023, Planning & Zoning Commission Meeting

C/U 2374 Jose Netto and Karyne Da Silva

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN ESTHETICIAN BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.28 ACRE, MORE OR LESS. The property is lying on the west side of John J. Williams Highway (Rt. 24), approximately 0.38 mile southwest of Mulberry Knoll Road (S.C.R. 284). 911 Address: 20036 John J. Williams Highway, Lewes. Tax Parcel: 334-12.00-23.00.

Mr. Whitehouse advised the Commission that submitted into the record were a copy of the Applicant's survey, the Applicant's Exhibits, a copy of the Staff Analysis, the DelDOT Service Level Evaluation



Response, and a letter from Sussex County Engineering Department Utility Planning Division. Mr. Whitehouse advised the Commission that zero comments were received in relation to the Application.

The Commission found that Ms. Mackenzie Peet, Esq., with Baird Mandalas Brockstedt Federico & Cardea, spoke on behalf of the Application; that Ms. Da Silva's name was incorrectly spelled on the application and within the provided notices; that the Applicant submitted a Conditional Use application on June 3rd, 2022, to pursue a Conditional Use of land in AR-1 (Agricultural Residential) district to operate an esthetician business within the existing residential structure located on the property; that an esthetician is a trained professional that specializes in skin beautification and performs skin treatments such as facials, chemical peels, body treatments, and waxing; that there is a significant demand for the proposed use; that the subject property is located along Rt. 24; that adjacent properties are zoned AR-1 (Agricultural Residential); that an MR (Medium-Density Residential) zoned property is located nearby; that nearby uses include residential developments, such as Saddle Ridge, Beacon Middle School, Love Creek Elementary School and Olive + Jules Hair Company; that an adjacent property to the site was the subject of a previous Conditional Use for Bee Wise, LLC, for a real estate business; that the property is located mostly within the Commercial Area classification, with a very small portion, located in the rear, being located within the Coastal Area; that the property is located within the Transportation Improvement District (TID); that the Applicant submitted Exhibits A through E; that Exhibit A details the property and deed information, with a legal description; that the information confirms Mr. Netto as the owner of the property; that DelDOT's response to the Service Level Evaluation Request was submitted; that DelDOT's response stated that the traffic impact would be diminutive; that the Service Level also notes that the property is located within the TID; that the proposed development is specifically considered to be consistent with land use; that the transportation plan, which requires applicants to pay a fee for any new building square footage; that currently there is no intent to expand the existing structure; that the proposed use will operate entirely within the existing structure on the site; that there is an existing survey of the property, which specifically demonstrates that the property is 1,2540 sq. ft. +/-, that there is an existing dwelling and an existing entrance located off Rt. 24; that Exhibit C includes relevant sections of the Sussex County Zoning Code; that Exhibit D contains aerial maps of the site; that Exhibit E include images of the property before it was resided and painted; that there are existing gravel areas located at the front and back of the property; that there is plenty of room provided for parking; that the Applicant intends to have two rooms within the existing structure to service clients; that the Applicant anticipates to have a client every hour; that the intention is to have approximately eight clients daily; that the property is mostly located within the Commercial Area according to the Future Land Use Map; that Commercial Areas are classified as areas which include retail and services uses, which are mainly located along arterial roadways and highways; that the proposed use is less intensive than other medium to larger scale commercial uses expected within the Commercial Area classification; that office uses are also considered to be appropriate within the Coastal Area; that due to this, the proposed use is consistent with the property's Future Land Use classifications; that the proposed use is a business and commercial use that is permitted as a Conditional Use when the proposes of the Chapter are more fully met by the issuance of a Conditional Use; that §115-171 details the purpose of the Conditional Use section of the Code is to provide for certain uses which cannot be well adjusted to their environment, in particular locations with full protection offered to surrounding properties by ridged application of the District regulations; that the uses are usually of public or semi-public character, being essential and desirable for the general convenience and welfare; that due to the nature of the use, the importance of the relationship to the Comprehensive Plan, and impact to neighboring properties and the County, the Application requires the exercise of planning judgement on location

and site plan; that the proposed use is of semi-public character as it will provide needed services to present and future residents of Sussex County; that the proposed use is compatible with the surrounding existing uses; that the proposed use will operate entirely out of the existing structure onsite; that there is ample space provided on the site for parking; that the proposed use is not anticipated to adversely impact any neighboring properties; that proposed Conditions of Approval were submitted into the record; that the proposed condition state that the subject property will be used of the operation of the esthetician business; that the use will occur within the existing structure which will be renovated by the Applicant; that the hours of operation will be 8:00 am until 5:00 pm, Monday through Friday, and 8:00 am until 12:00 pm on Saturdays, with no Sunday hours; that the Applicant intends to place a sign in conformity with the Code; that all designated parking will be in compliance with the Code and the conditions will be memorialized in a future Site Plan.

Ms. Stevenson questioned if either Applicant lived on the property and the number of employees.

Mr. Mears questioned why the Applicant requested to close at noon on Saturdays.

Ms. Peet stated neither Applicant lives on the subject property, which is the reasoning for the Conditional Use rather than a Home Occupation; that Ms. Da Silva is the esthetician; that no employees are anticipated; that the Applicant has other employment, and the proposed use would be a job the Applicant would perform on the side of her other job.

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

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

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

Ms. Stevenson moved that the Commission recommend approval of C/U 2374 Jose Netto and Karyne Da Silva for an esthetician business based on the record made during the public hearing and for the following reasons:

1. The Application seeks approval for a small esthetician business within an existing structure located along Route 24. This area of Route 24 is an appropriate location for this small business use.
2. The property is located within the Coastal Area according to the Sussex County Comprehensive Plan. The Coastal Area supports offices uses such as this.
3. This use is compatible with area uses which include a small real estate office next door, two schools, and other residential developments.
4. The use will not adversely affect nearby properties or roadways.
5. No parties appeared in opposition to this Application.
6. This recommendation is subject to the following conditions:
 - A. The use shall be limited to office space for an esthetician business.
 - B. The use shall occur within the existing onsite structure.
 - C. The hours of operation shall be between 8:00 am and 5:00 pm, Monday through Friday, and 8:00 am to 5:00 pm on Saturdays.

- D. The use shall comply with all Sussex County parking requirements. The Final Site Plan shall designate all parking areas associated with this use. The parking may remain pervious.
- E. The Applicant intends to place a sign on the property as permitted by the Zoning Ordinance for Sussex County, Delaware.
- F. All entrances, intersections, and roadway improvements, if any, shall be completed by the developer in accordance with all DelDOT requirements, including the Transportation Improvement District (TID).
- G. A Revised Preliminary Site Plan, either depicting or noting these conditions must be submitted to the Office of Planning and Zoning.
- H. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.

In relation to C/U 2374 Jose Netto and Karyne Da Silva. Motion by Ms. Stevenson, seconded by Mr. Mears and carried unanimously to recommend approval for the reasons and conditions stated in the motion. Motion carried 5-0.

Vote by roll call: Mr. Hopkins – yea, Ms. Stevenson – yea, Ms. Wingate – yea, Mr. Mears – yea, Chairman Wheatley – yea

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: February 9th, 2023

Application: CU 2374 Jose Netto & Karyne DeSilva

Applicant: Jose Netto & Karyne DeSilva
36378 Tall Grass Court
Lewes, DE 19958

Owner: Jose Netto
36378 Tall Grass Court
Lewes, DE 19958

Site Location: Northwest side of John J Williams Hwy (Rt. 24), approximately 0.38-
miles southwest of Mulberry Knoll Rd. (S.C.R. 284)

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Esthetician Business to be operated within an existing residential
structure.

Comprehensive Land
Use Plan Reference: Commercial

Councilmanic
District: Mr. Mark Schaeffer

School District: Cape Henlopen School District

Fire District: Lewes Fire Co.

Sewer: Sussex County Unified Sanitary Sewer District

Water: Sussex County

Site Area: 1 acre +/-

Tax Map ID.: 334-12.00-23.00



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Sussex County

DELAWARE
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Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mr. Elliott Young, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: January 23, 2023
RE: Staff Analysis for CU 2374 Jose Netto & Karyne DeSilva

The purpose of this memo is to provide background and analysis for the Planning and Zoning Commission to consider as a part of Application CU 2374 Jose Netto & Karyne DeSilva to be reviewed during the February 9th, 2023, Planning and Zoning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel: 334-12.00-23.00, to allow for an esthetician business to be located off John J Williams Hwy (Rt. 24), Lewes, Delaware. The property is lying on the west side of John J Williams Highway, approximately 0.38-miles southeast of the intersection of John J Williams Highway and Mulberry Knoll Road (S.C.R. 284). The parcel consists of 0.28-acres +/-.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use Map in the plan indicates that the parcel has a designation of "Commercial Area." The adjoining parcels to the west and east also has a Future Land Use Map designation of "Commercial Area". The parcels to the south across John J Williams Highway (Rt. 24) also have a Future Land Use Map designation of "Commercial".

Commercial Areas include concentrations of retail and service uses that are mainly located along arterials, and highways. As opposed to small, traditional downtown areas that are often historic and pedestrian-friendly, Commercial Areas include commercial corridors, shopping centers, and other medium and large commercial vicinities geared towards vehicular traffic. In addition to primary shopping destinations, this area would also be the appropriate place to locate hotels, motels, car washes, auto dealerships, and other medium and larger scale commercial uses not primarily targeted to the residents of immediately adjacent residential areas. These more intense uses should be located along main roads or near major intersections. Institutional and commercial uses may be appropriate depending on surrounding uses. Mixed-use buildings may also be appropriate for these areas

The adjoining parcel to the north of the subject parcels contains the Future Land Use Map designation of "Coastal Area" and "Commercial".



As outlined within the 2018 Sussex County Comprehensive Plan, Coastal Areas are areas that can accommodate development provided special environmental concerns are addressed. A range of housing types should be permitted in Coastal Areas, including single-family homes, townhouses, and multi-family units. Retail and office uses are appropriate but larger shopping centers and office parks should be confined to selected locations with access along arterial roads. Appropriate mixed-use development should 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. Major new industrial uses are not proposed in these areas.

Zoning Information

The subject property is zoned Agricultural Residential (AR-1) District. All adjacent properties to the north, west, and east of the subject property are zoned Agricultural Residential (AR-1) District. The parcels to the south of the subject property, on the opposite side of John J Williams Highway, are also zoned Agricultural Residential (AR-1) District.

Existing Conditional Uses within the Vicinity of the Subject Property

Since 2011, there have been five (5) Conditional Use applications within a half (0.5) mile radius of the application site. Five (5) out of the five (5) applications were approved by the County Council, while one (1) of the five (5) has yet to receive an official Ordinance Number. Below is a table with the five applications and their associated information.

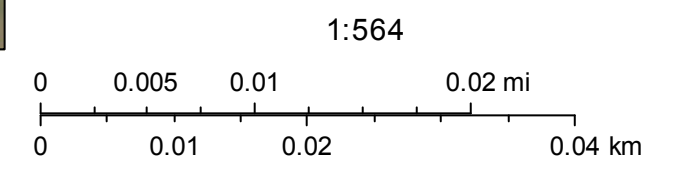
Conditional Use No.	Applicant	Use	Zoning	CC Approval Date	Ordinance No.
2318	V & M, LLC	Convenience store & Office building	AR-1	5/17/2022	N/A
2240	Tidewater Utilities Inc.	Elevated Storage Tank	AR-1	11/10/2020	2751
2059	Julie Norwood	Beauty Salon	AR-1	10/25/2016	2478
2016	Cape Henlopen School District	Elementary School	AR-1	6/16/2015	2402
2015	Delaware Division of Facilities Management	Public Service Facility (State Police Troop)	AR-1	6/16/2015	2401

Based on the analysis provided, the Conditional use to allow for an esthetician business in this location could be considered as being consistent with the surrounding land use, zoning, and uses, subject to considerations of scale and impact.



PIN:	334-12.00-23.00
Owner Name	NETTO JOSE
Book	5521
Mailing Address	36378 TALL GRASS CT
City	LEWES
State	DE
Description	NW/JOHN J WILLIAMS HWY
Description 2	N/A
Description 3	N/A
Land Code	







- polygonLayer**
- Override 1
- polygonLayer**
- Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries



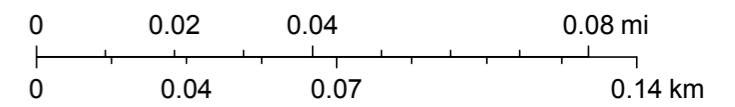
Sussex County



January 13, 2023

-  Override 1
-  Tax Parcels
-  Streets
-  Override 1
-  911 Address
-  County Boundaries

1:2,257



Sussex County, Sussex County Government, Sussex County Mapping and Addressing, Esri Community Maps Contributors, County of Sussex, DE, Delaware FirstMap, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

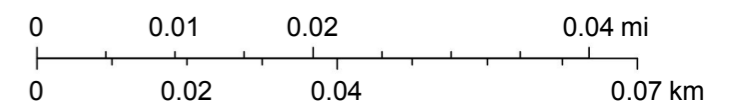
Sussex County



January 13, 2023



1:1,128



Maxar, Microsoft, Sussex County, Sussex County Government, Sussex County Mapping and Addressing

Introduced: 10/18/22

Council District 5: Mr. Rieley
Tax I.D. No.: 234-10.00-70.03
911 Address: 23086 Hollyville Road, Harbeson

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SWIMMING POOL BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 6.56 ACRES, MORE OR LESS

WHEREAS, on the 17th day of June 2022, a conditional use application, denominated Conditional Use No. 2376 was filed on behalf of Jose Hernandez; and

WHEREAS, on the ____ day of _____ 2023, 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. 2376 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2376 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 Indian River Hundred, Sussex County, Delaware, and lying on north side of Hollyville Road (S.C.R 48) approximately 0.28 mile southwest of Harbeson Road (Rt. 5) and being more particularly described in the attached legal description prepared by Ward & Taylor, LLC, said parcel containing 6.56 acres, more or less.

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



Memorandum

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

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

CC: Everett Moore, County Attorney

Date: March 17, 2023

RE: County Council Report for C/U 2376 filed on behalf of Jose Hernandez

The Planning and Zoning Department received an application (C/U 2376 filed on behalf of Jose Hernandez) for a Conditional Use for parcel 234-10.00-70.03 for a swimming pool business. The property is located at 23086 Hollyville Road, Harbeson. The parcel size is 6.56 acres +/-.

The Planning & Zoning Commission held a Public Hearing on the application on February 9, 2023. At the meeting of February 23, 2023, the Planning & Zoning Commission recommended approval of the application for the 6 reasons stated and subject to the 10 recommended conditions as outlined within the motion (copied below).

Below are the minutes from the Planning & Zoning Commission meetings of February 9, 2023 and February 23, 2023.

Minutes of the February 9, 2023, Planning & Zoning Commission Meeting

Mr. Whitehouse advised the Commission that submitted into the record were the Staff Analysis, the Applicant's survey, the Applicant's Exhibit Booklet, the DelDOT Service Level Evaluation Response, a copy of the Applicant's analysis, a copy of the Applicant's proposed Findings of Fact and proposed Conditions of Approval, and a letter from Sussex County Engineering Department Utility Planning Division. Mr. Whitehouse advised the Commission that six letters were received in support of the Application, however, a few letters appeared to be duplicated.

The Commission found that Ms. Shannon Carmean-Burton, Esq., with Sergovic Carmean Weidman McCartney & Owens, P.A. spoke on behalf of the Application; that also present was Mr. Jose Hernandez, with Pool Stars, LLC; that the Applicant had applied for a Conditional Use of land within the AR-1 (Agricultural Residential), to operate an existing pool contracting business; that the pool



contracting business is known as Pool Stars, LLC; that exhibit booklets were submitted for the Commission's consideration; that the submitted exhibits included a summary of the Application's compliance with the Comprehensive Plan and the Applicant's proposed Findings of Fact and Conditions of Approval; that the property is currently owned by Mr. Hernandez's brother, Mr. Gustavo Hernandez; that the property is located along Hollyville Rd.; that the property contains approximately 6.56 acres of land; that the property is a large, deep parcel; that the property is currently improved with a single-family residential dwelling, which is currently used and occupied by the Applicant as his primary residence; that additionally the property is improved with accessory structures, which are also currently being used by the Applicant in connection with Pool Stars, LLC; that the proposed Conditional Use is a permitted Conditional Use under the Zoning Code; that the proposed use is compatible with the goals and directions of the Sussex County Comprehensive Plan; that the property is located within the AR-1 (Agricultural Residential) district; that the purpose of the AR-1 district is to provide a full range of agricultural activities and to protect agricultural lands; that Conditional Uses permitted within the AR-1 district include, among other uses, agricultural related industries, as well as residential, business, commercial or industrial uses, when the purpose of the Chapter are more fully met by issuance of a Conditional Use permit; that the property is located within a Low Density area per the 2018 Sussex County Comprehensive Plan; that the Comprehensive Plan provides that the primary uses envisioned within the Low Density areas include agricultural activities and homes; that the Comprehensive Plan further provides that business development should be confined to businesses addressing agricultural and residential needs; that focus of retail and offices uses in Low Density areas should be providing convenience, goods and services to nearby residents; that the property is located within an area where business and commercial uses already exist; that uses in the surrounding area include boat sales and storage, house moving and masonry yard and warehousing, that properties located to the east of the site are zoned for Commercial; that the property directly north of the site is zoned B-1 (Neighborhood Business); that there is an existing Conditional Use located northwest of the site; that despite Pool Stars, LLC being formed in 2021, Mr. Hernandez is not new to the pool industry; that Mr. Hernandez has provided his clients with outdoor experiences with personalized pool services for more than 15 years; that in addition to pool construction, renovation and equipment repair, Pool Stars, LLC also provide outdoor living spaces; that Pool Stars, LLC currently employ ten employees, with six business trucks; that the business trucks will be parked at the rear of the property; that the property is not open to the public; that there is no sales facility at the site; that the proposed hours of operation are Monday through Saturday, from 7:00 am to 5:00 pm; that there is an existing sign on the property, which advertises Pool Stars, LLC; that the Applicant seeks permission to maintain the existing sign; that the Applicant does not seek any additional signs; that the proposed use will not have an adverse impact on neighboring properties or the surrounding area and uses, as the proposed use is an extension of an existing commercial and business area; that the Applicant has received support from three neighboring property owners; that the Applicant is not proposing any new structures be placed on the property; that storage of pool equipment and material will be maintained within the existing structures or outside on the site; that materials such as pavers, stone, sand, and pipes will be stored outside to the side and rear of the property; that the proposed use will have no adverse impact on traffic within the area; that DelDOT did not recommend a Traffic Impact Study (TIS) be performed for the proposed use; that the proposed use is of a public or semi-public character; that the use is desirable for the general convenience and welfare of neighboring properties and use within the area; that the proposed use will facilitate the Applicant's ability to reside on the property while continuing his established local business at the property, while serving the needs of the expanding population within Sussex County and the Applicant requested the Commission recommend approval of the Conditional Use request based upon the record and the presentation.

Ms. Wingate questioned if chemicals are properly stored and disposed of from the property.

Mr. Mears questioned if any heavy or small equipment would be stored on the site and if fiberglass and cement pools were offered.

Mr. Hopkins stated he felt the use was appropriate given the other commercial uses surrounding the site.

Mr. Hernandez stated that he does store chlorine; that the chlorine is stored in containers, that the chemical containers are sent back to the pool suppliers when empty or no longer needed; that he does have small excavators, two loaders, mason mixers, and utility trailers for hauling, three small dump trucks and three enclosed trailers located on the site and that he offers both fiberglass and cement pool services.

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

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

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

Motion by Ms. Wingate to defer action for further consideration, seconded by Ms. Stevenson and carried unanimously. Motion carried 5-0.

Minutes of the February 23, 2023, Planning & Zoning Commission Meeting

The Commission discussed the Application which had been deferred since February 9th, 2023.

Ms. Wingate moved that the Commission recommend approval of C/U 2376 Jose Hernandez for a swimming pool business based upon the record made during the public hearing and for the following reasons:

1. The Applicant seeks approval of Conditional Use to operate a swimming pool business located on the property where he resides.
2. The site is located in the Coastal Area according to the Sussex County Comprehensive Plan. The Coastal Area allows small businesses such as this one.
3. There are other commercial and light industrial type uses in the vicinity of the land that is the subject of this application. This small business use will be consistent with those other types of businesses and uses in the area.
4. The use will not have an adverse impact on neighboring properties or area roadways.
5. The use has a semi-public character by providing support for commercial and residential pools throughout this area of Sussex County from a convenient location.
6. No parties appeared in opposition to this application.
7. This recommendation is subject to the following conditions:

- a. The use shall be limited to a swimming pool business. No other business shall be conducted from the site.
- b. As stated by the Applicant, no sales shall occur from the site.
- c. The hours of operation shall be from 7:00 am until 5:00 pm, seven days per week.
- d. All trucks, equipment, and materials associated with the use shall be located at the rear and side of the property. The locations for these items shall be shown on the Final Site Plan and clearly marked on the site itself.
- e. All dumpsters shall be screened from the view of neighboring properties and roadways.
- f. All lighting shall be directed downward so that it does not shine on neighboring properties or roadways.
- g. One lighted sign shall be permitted. It shall not be larger than 32 square feet on each side.
- h. All chemicals associated with the use shall be properly stored and disposed of in accordance with all State and Federal requirements.
- i. The Applicant shall comply with all applicable DNREC, DeIDOT, and Sussex Conservation District requirements associated with the use.
- j. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

Motion by Ms. Wingate, seconded by Mr. Mears and carried unanimously to recommend approval of C/U 2376 Jose Hernandez for the reasons and conditions stated in the motion. Motion carried 4-0.

Vote by roll call: Mr. Hopkins – yea, Ms. Wingate – yea, Mr. Mears – yea, Chairman Wheatley – yea

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN
KIM HOEY STEVENSON, VICE-CHAIRMAN
R. KELLER HOPKINS
J. BRUCE MEARS
HOLLY J. WINGATE



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JAMIE WHITEHOUSE, MRTPI, AICP
DIRECTOR OF PLANNING & ZONING

PLANNING AND ZONING AND COUNTY COUNCIL INFORMATION SHEET
Planning Commission Public Hearing Date: February 9th, 2023

Application: CU 2376 Jose Hernandez

Applicant: Jose Hernandez
23086 Hollyville Road
Harbeson, DE 19951

Owner: Gustavo Hernandez
1 Neurys Lane
Newark, DE 19702

Site Location: North side of Hollyville Road (S.C.R. 48), approximately 0.28-miles southwest of the four-way intersection of Harbeson Road (Rt. 5), Indian Mission Road (Rt. 5), Hollymount Road (S.C.R. 48) and Hollyville Road.

Current Zoning: Agricultural Residential (AR-1) Zoning District

Proposed Use: Operation of an existing pool company known as Pool Stars, LLC.

Comprehensive Land Use Plan Reference: Low Density

Councilmanic District: Mr. John Rieley

School District: Sussex Central School District

Fire District: Millsboro Fire Co.

Sewer: Private On-site Septic

Water: Private Well

Site Area: 6.56-acres +/-

Tax Map ID.: 234-10.00-70.03



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Memorandum

To: Sussex County Planning and Zoning Commission Members
From: Mr. Elliott Young, Planner I
CC: Mr. Vince Robertson, Assistant County Attorney and Applicant
Date: January 24, 2023
RE: Staff Analysis for CU 2376 Jose Hernandez

The purpose of this memo is to provide background and analysis for the Planning and Zoning Commission to consider as a part of Application CU 2376 Jose Hernandez to be reviewed during the February 9th, 2023, Planning and Zoning Commission Meeting. This analysis should be included in the record of this application and is subject to comments and information that may be presented during the public hearing.

The request is for a Conditional Use for Tax Parcel: 234-10.00-70.03, to allow for a swimming pool business to be located off Hollyville Road (S.C.R. 48), Harbeson, Delaware. The property is lying on the North side of Hollyville Road, approximately 0.39-miles northeast of the intersection of Hollyville Road and Hurdle Ditch Road (S.C.R. 290). The parcel consists of 6.56-acres +/-.

Comprehensive Plan Analysis

The 2018 Sussex County Comprehensive Plan Update (Comprehensive Plan) provides a framework of how land is to be developed. As part of the Comprehensive Plan, a Future Land Use Map is included to help determine how land should be zoned to ensure responsible development. The Future Land Use map in the plan indicates that the parcel has a designation of "Low Density". The surrounding and adjacent parcels to the north, south and west also contain the "Low Density" Future Land Use Map designation.

As outlined in the 2018 Sussex County Comprehensive Plan, Low Density areas are intended to support agricultural uses and low-density single-family housing. Specifically, the Comprehensive Plan states that single family homes have a density of up to two dwelling units to the acre. It is envisioned that the Low-Density Areas allow for businesses that support nearby residents and the agricultural economy. More intense commercial uses could be limited in scale and impact. While residential growth is expected, the Comprehensive Plan intends for the rural landscape to be maintained and for farmland to be preserved in select locations.

The adjoining parcel to the east and surrounding parcels to the northeast of the subject parcel contain the Future Land Use Map designation of "Commercial".

Commercial Areas include concentrations of retail and service uses that are mainly located along arterials, and highways. As opposed to small, traditional downtown areas that are often historic and pedestrian-friendly, Commercial Areas include commercial corridors, shopping centers, and other medium and large commercial vicinities geared towards vehicular traffic. In addition to primary shopping destinations, this area would also be the appropriate place to locate hotels, motels, car



washes, auto dealerships, and other medium and larger scale commercial uses not primarily targeted to the residents of immediately adjacent residential areas. These more intense uses should be located along main roads or near major intersections. Institutional and commercial uses may be appropriate depending on surrounding uses. Mixed-use buildings may also be appropriate for these areas.

Zoning Information

The subject property is zoned Agricultural Residential (AR-1) District. All adjacent properties to the south and west of the subject property are zoned Agricultural Residential (AR-1) District. The parcel to the north of the subject property is zoned Neighborhood Business (B-1) District and the parcels to the east of the subject property are zoned General Commercial (C-1) District.

Existing Conditional Uses within the Vicinity of the Subject Property

Since 2011, there have been seven(7) Conditional Use applications within a mile radius of the application site. Two (2) out of the seven (7) applications were approved by the County Council, while three (3) of the seven (7) were either withdrawn before Commission or Council. The remaining two (2) application have yet to be heard by the County Council. Below is a table with the seven applications and their associated information.

Conditional Use No.	Applicant	Use	Zoning	CC Approval Date	Ordinance No.
2370	William & Carol Emmert	Amendment to CU 1334 for additional building	AR-1	N/A	N/A
2367	Attack Addiction Foundation	Housing for people with disabilities	AR-1	N/A	N/A
2266	MDO Dreamlands, LLC	Hardscaping, decking company, small dumpster rentals	AR-1	Withdrawn	N/A
2238	Michael Parsons	Go-cart track/go-cart repair/sales shop/ concession	AR-1	Withdrawn	N/A
2118	John W. Davidson	Professional office with contractor storage	AR-1	3/20/2018	2570
1991	Cool Springs LL/ Highway One	Outdoor Entertainment Events w/temporary camping facilities during events only	AR-1	Withdrawn	N/A
1978	John W. Davidson	Professional Office w/contractor storage	AR-1	3/8/2014	2340

Based on the analysis provided, the Conditional use to allow for a swimming pool business in this location could be considered as being consistent with the surrounding land use, zoning, and uses, subject to considerations of scale and impact.

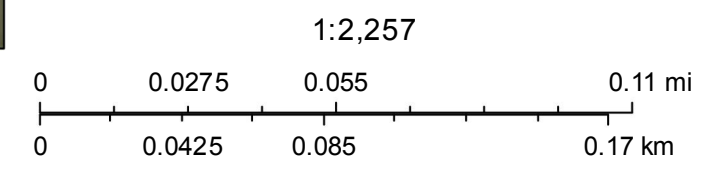


Sussex County

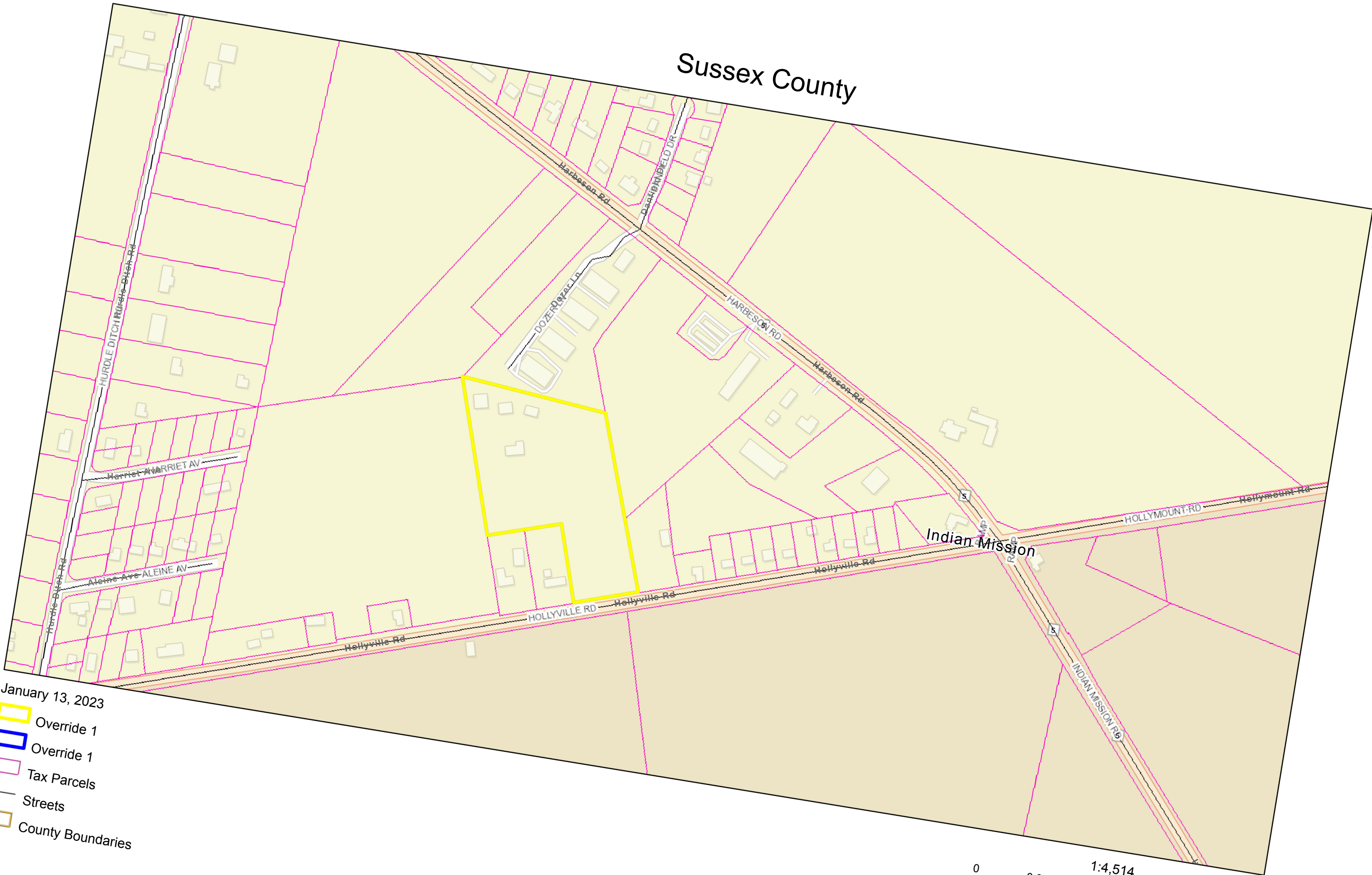


PIN:	234-10.00-70.03
Owner Name	HERNANDEZ GUSTAVO
Book	5016
Mailing Address	23086 HOLLYVILLE RD
City	HARBESON
State	DE
Description	N/RT 48
Description 2	1270'W/RT 5
Description 3	N/A
Land Code	

- polygonLayer**
 - Override 1
- polygonLayer**
 - Override 1
- Tax Parcels
- 911 Address
- Streets
- County Boundaries

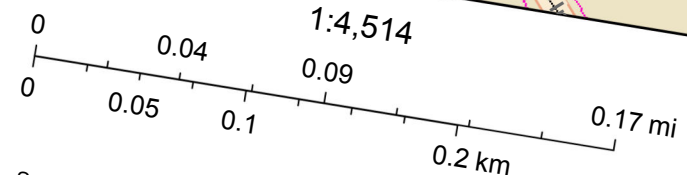


Sussex County



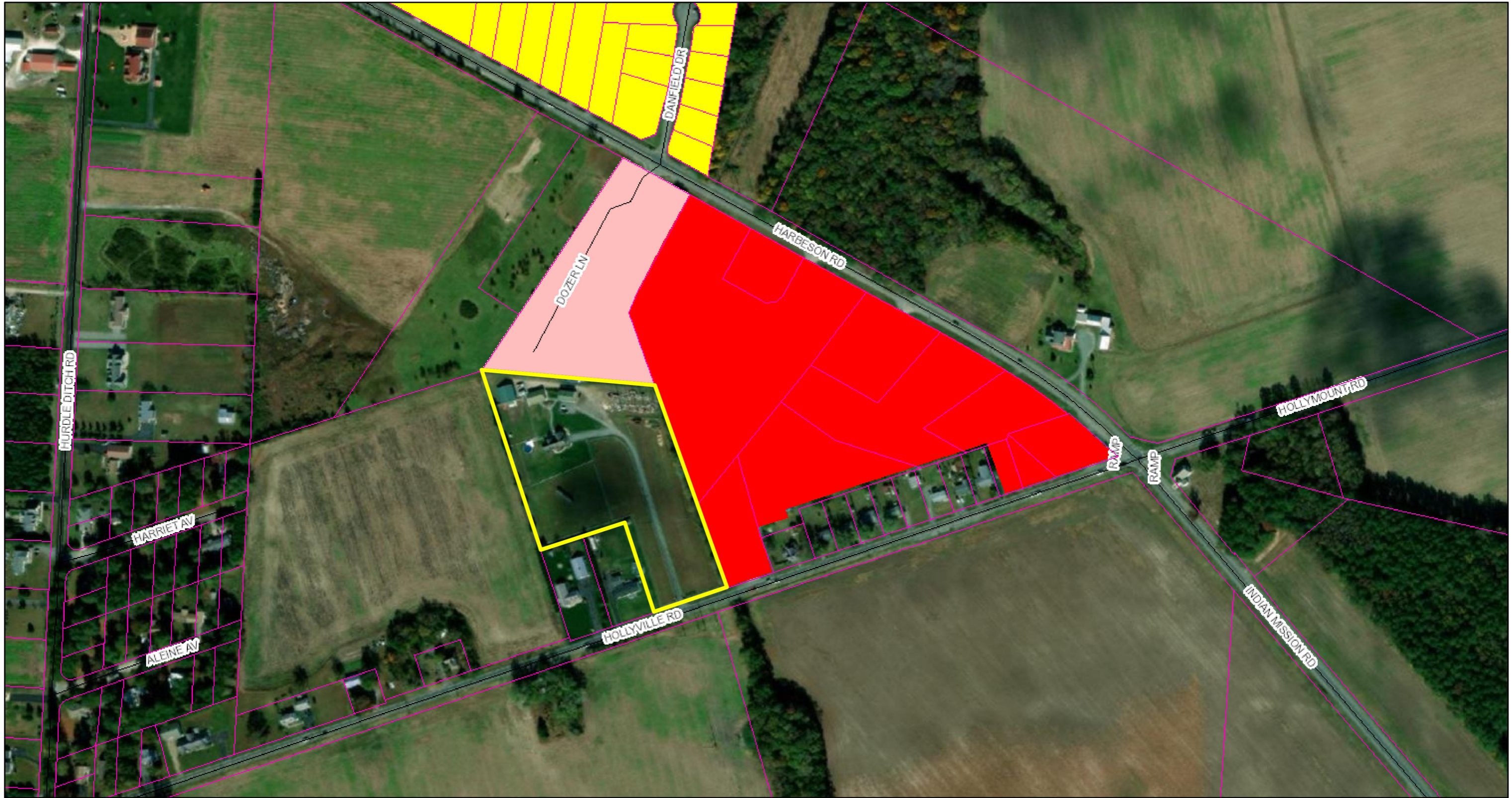
January 13, 2023

-  Override 1
-  Override 1
-  Tax Parcels
-  Streets
-  County Boundaries



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Sussex County



January 13, 2023

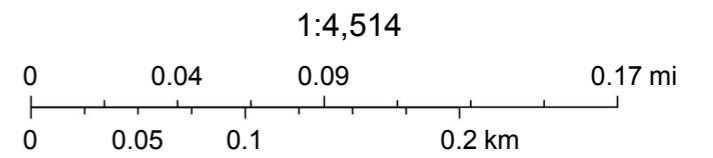
- Override 1
- Override 1
- Tax Parcels
- Streets
- Zoning
- Agricultural Residential - AR-1

- Agricultural Residential - AR-2
- Medium Residential - MR
- General Residential - GR
- High Density Residential - HR-1
- High Density Residential - HR-2
- Vacation, Retire, Resident - VRP

- Neighborhood Business - B-1
- Neighborhood Business - B-2
- Business Research - B-3
- General Commercial - C-1
- General Commercial - C-2
- General Commercial - C-3

- General Commercial - C-4
- General Commercial - C-5
- Commercial Residential - CR-1
- Institutional - I-1
- Marine - M
- Limited Industrial - LI-1

- Light Industrial - LI-2
- Heavy Industrial - HI-1
- County Boundaries



Sussex County, Sussex County Government, Maxar

Introduced: 9/20/22

Council District 3: Mr. Schaeffer
Tax I.D. No.: 334-12.00-23.00
911 Address: 20036 John J. Williams Highway, Lewes

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN ESTHETICIAN BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.28 ACRE, MORE OR LESS

WHEREAS, on the 8th day of June 2022, a conditional use application, denominated Conditional Use No. 2374 was filed on behalf of Jose Netto and Karyne DeSilva; and

WHEREAS, on the ____ day of _____ 2023, 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. 2374 be _____; and

WHEREAS, on the ____ day of _____ 2023, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County determined, based on the findings of facts, that said conditional use is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County, and that the conditional use is for the general convenience and welfare of the inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article IV, Subsection 115-22, Code of Sussex County, be amended by adding the designation of Conditional Use No. 2374 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying on the west side of John J. Williams Highway (Rt. 24) approximately 0.38 mile southwest of Mulberry Knoll Road (S.C.R. 284) and being more particularly described in the attached legal description prepared by Hudson Jones Jaywork & Fisher, said parcel containing 0.28 acre, 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.