



Sussex County Council Public/Media Packet

**MEETING:
April 10, 2018**

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**Sussex County Council
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MICHAEL H. VINCENT, PRESIDENT
GEORGE B. COLE, VICE PRESIDENT
ROBERT B. ARLETT
IRWIN G. BURTON III
SAMUEL R. WILSON JR.



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ROBIN GRIFFITH
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Sussex County Council

AGENDA

APRIL 10, 2018

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Consent Agenda

1. Wastewater Agreement No. 984-18
Sussex County Project No. 81-04
Coastal Club – Land Bay 7 – Phase A (Construction Record)
Goslee Creek Planning Area
2. Wastewater Agreement No. 891-3
Sussex County Project No. 81-04
Tidewater Landing – Phase 2
West Rehoboth Expansion North Planning Area
3. Wastewater Agreement No. 1051
Sussex County Project No. 81-04
Americana Bayside – Melson Property, Phases 1 and 2
Fenwick Island Sanitary Sewer District

Todd Lawson, County Administrator

1. Administrator's Report

Dwayne Kilgo, Director of Information Technology

1. Tower License Agreement for Broadband Expansion



Hans Medlarz, County Engineer

1. **Sussex County Maintenance Garage, Project #17-09**
 - A. **Recommendation to Award**
2. **Route 54 Expansion of the Fenwick Island Sanitary Sewer District, Project #14-10**
 - A. **Change Order No. 1**

10:15 a.m. Public Hearings

Arbor-Lyn Expansion of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area)

Chandlee Expansion of the Sussex County Unified Sanitary Sewer District (Bethany Beach Area)

Janelle Cornwell, Planning and Zoning Director

1. **Report – Change of Zone No. 1846 filed on behalf of CMF Bayside, LLC**

Grant Requests

1. **Georgetown Middle School for expenses associated with the Robotics Club's competition in the World Championship**
2. **Lewes Children's Learning Garden for operating and garden construction costs**
3. **Milton Historical Society for Discover Delaware 2018 Lecture Series**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

10:30 a.m. Public Hearing

Change of Zone No. 1770 filed on behalf of TD Rehoboth, LLC

“AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 114.4821 ACRES, MORE OR LESS” (located on the northeast side of Route One (Coastal Highway) across from Route 88 (Cave Neck Road) (Tax Map I.D. No. 235-23.00-1.00) (911 Address: None Available)

Recess/Break – 12:30 p.m. to 1:30 p.m.

Adjourn

Sussex County Council meetings can be monitored on the internet at www.sussexcountype.gov.

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on April 3, 2018 at 4:30 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 listed may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MARCH 20, 2018

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, March 20, 2018, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
George B. Cole	Vice President
Robert B. Arlett	Councilman
Irwin G. Burton III	Councilman
Samuel R. Wilson Jr.	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore Jr.	County Attorney

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 172 18
Amend
and
Approve
Agenda**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to amend the agenda by deleting "Introduction of Proposed Zoning Ordinances", and to approve the Agenda, as amended.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea

Minutes

The minutes of March 13, 2018 were approved by consent.

**Public
Comments**

Public Comments

Paul Reiger commented on Board of Adjustment meetings.

Dan Kramer commented on the March 13, 2018 meeting minutes and the requirement in Delaware Code that Council members should vote "Yea" or "Nay".

**Wastewater
Agreement**

Mr. Lawson presented a wastewater agreement for the Council's consideration.

**M 173 18
Execute
Wastewater
Agreement**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, based upon the recommendation of the Engineering Department, for Sussex County Project No. 81-04, Agreement No. 808, that the Sussex County Council execute a Construction Administration and Construction Inspection Agreement between Sussex County Council and Red Clover Walk, LLC for wastewater facilities to be constructed in Maritima (AKA Red Clover Walk, Cedar Grove & Coastal Cove) – Phase 1, located in the West Rehoboth

**M 173 18
(continued)**

Expansion of the Dewey Beach Sanitary Sewer District.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Adminis-
trator's
Report**

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

1. Sussex County Council Comprehensive Land Use Plan Workshop

The next Sussex County Council Comprehensive Land Use Plan Workshop will be held on Wednesday, March 21st, at 9:30 a.m. in Council Chambers. A copy of the agenda is attached.

2. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, Silver Woods – Phase 2 and Lewes Crossing – Phase 7 received Substantial Completion effective March 9th and March 15th, respectively.

3. Holiday and Council Meeting Schedule

A reminder that County offices will be closed on Friday, March 30th, to observe the Good Friday holiday. In addition, Council will not meet on Tuesday, March 27th, or Tuesday, April 3rd. The next regularly scheduled Council meeting will be held on April 10th at 10:00 a.m.

4. Lester Shaffer – Chief Constable

The County would like to welcome and introduce Mr. Lester Shaffer as our new Chief Constable. Les worked for the Georgetown Police Department for 15 years and Laurel Police Department for six years. Additionally, he worked for the Milford and Dewey Beach police departments as a part-time police officer. Les brings over 22 years of experience in law enforcement and will be a great asset to the County's team. He lives in Georgetown with his wife, Jennifer, and their two children.

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

**Bid Results/
Maintenance
Proposals**

Hans Medlarz, County Engineer, reported that the Engineering Department requested proposals for a one (1) year site maintenance agreement, with the option to renew annually based on satisfactory performance, for up to five (5) years, for the Delaware Coastal Airport/Business Park and one lot within the Herring Creek Sanitary

**Bid Results/
Property
Site
Maintenance
Proposals
(continued)** Sewer District. He noted that bidders could submit their bid for any or all of the bid items. Bid items 1-3 involved Delaware Coastal Airport/Business Park mowing activities; bid item 4 involved the lot clearing at the Business Park expansion; alternate bid item 1 involved sediment removal from the drainage ditches in the Business Park.

Mr. Medlarz reported that the Engineering Department recommends the award of Base Bid 4 to Egolf Forest Harvesting, Inc. for their low bid of \$62,600.00, and Base Bid 5 and Alternate Bid 1 to Jakor Enterprises, LLC for their low bid amount of \$4,650.00 and \$180,000.00, respectively. These amounts reflect maintenance over a 5-year period. Partial funding for this contract has been approved in the Fiscal Year 2019 budget. Funding for subsequent years will be budgeted accordingly. Mr. Medlarz further reported that the Engineering Department recommends the rejection of Base Bids 1, 2 and 3 due to insufficient competition and authorization to re-advertise.

**M 174 18
Award
Bids/
Property
Site
Maintenance** A Motion was made by Mr. Arlett, seconded by Mr. Burton, based upon the recommendation of the Engineering Department, that the 2018 Sussex County Delaware Coastal Airport/Business Park & Property Site Maintenance RFP, to reject Bids 1, 2 and 3 and award Base Bid 4 to Egolf Forest Harvesting, Inc. for the low bid of \$62,600.00, Base Bid 5 to Jakor Enterprises, LLC for the low bid of \$4,650.00, and Alternate Bid 1 to Jakor Enterprises, LLC for the low bid of \$180,000.00.

Motion Adopted: 4 Yeas, 1 Absent.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Absent;
Mr. Vincent, Yea

**Proposed
Amendment
to Agree-
ment for
Wastewater
Services/
Lewes
BPW** Hans Medlarz, County Engineer, reported that the Lewes Board of Public Works (BPW) has requested an amendment to the Agreement for wastewater treatment and disposal. The BPW has received two requests on Old Orchard Road to serve two parcels which are located in the service territory of the BPW. Mr. Medlarz noted, however, that the two parcels can connect to the County's system by gravity which is the better option; therefore, the Agreement was looked at for a possible reciprocal flow. In summary, the Amendment would allow wastewater to be transmitted and treated by the most cost-effective manner with the billing to be accomplished on a net zero metering basis. The Sussex County Engineering Department recommends the approval of Amendment No. 1. The BPW will consider the Amendment at their meeting on March 21, 2018.

**M 175 18
Amend
Agreement/
Lewes BPW** A Motion was made by Mr. Wilson, seconded by Mr. Burton, based upon the recommendation of the Engineering Department, that the Sussex County Council approves the amended Agreement for wastewater services with the Lewes Board of Public Works, as presented.

**M 175 18
(continued)**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Grant
Requests**

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

**M 176 18
Council-
manic
Grant**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to give \$1,000.00 (\$500.00 each from Mr. Cole's and Mr. Arlett's Councilmanic Grant Accounts) to the Lord Baltimore Elementary School for expenses associated with the Robotics Club's competition in the World Championship.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 177 18
Council-
manic
Grant**

A Motion was made by Mr. Wilson, seconded by Mr. Burton, to give \$500.00 from Mr. Wilson's Councilmanic Grant Account to the Georgetown Elementary School for expenses associated with the Robotics Club's competition in the World Championship.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 178 18
Council-
manic
Grant**

A Motion was made by Mr. Cole, seconded by Mr. Burton, to give \$500.00 from Mr. Cole's Councilmanic Grant Account to the Lutheran Church of Our Savior for the English as a Second Language Program.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 179 18
County-
wide
Youth
Grant**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to give \$1,000.00 from Countywide Youth Grants to Delaware Ducks Unlimited for the Greenwing Conservation Festival.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Council
Members'
Comments**

Council Members' Comments

Mr. Arlett commented on issues relating to the Board of Adjustment.

**Public
Hearings**

Public Hearings were held on nine (9) separate proposed ordinance amendments. Janelle Cornwell, Planning and Zoning Director, Vince Robertson, Assistant County Attorney, and Jamie Sharp, Assistant County Attorney, were in attendance to present the proposed ordinance amendments.

**Public
Hearing/
Proposed
Ordinance/
Small Lot
Setback
Ordinance**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-182 AND §115-183, AND TABLE 1 RELATING TO FRONT, SIDE AND REAR YARD SETBACKS IN SMALL, LEGALLY NONCONFORMING LOTS"

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval with the following amendments:

§115-182E – In the first line, replace "pre-existing, legally nonconforming lot" with "*existing approved lot*".

§115-182E – Add a sentence at the end that states "*Provided, however, that no front yard setback shall be less than five feet.*"

§115-183D – In the first line, replace "pre-existing, legally nonconforming lot" with "*existing approved lot*".

§115-183D – Change "less than 50 feet of frontage" to "*fifty feet or less of frontage*" in the second line.

§115-183D – Add a new sentence at the end. "*For any lot with side or rear setbacks reduced by operation of this Section 115-183D, no structures shall extend or project closer than five feet to the lot line.*"

TABLE 1. Revise Note (16) to state: "*For any existing approved lot that is less than 10,000 square feet or that has fifty feet or less of frontage, the side yard setbacks shall be reduced to five feet. The front and rear yard setback shall be reduced by five feet. For any lot with side or rear setbacks reduced by operation of this Section 115-183D, no structures shall extend or project closer than five feet to the lot line.*"

Mr. Sharp and Ms. Cornwell presented the Proposed Ordinance.

Public comments were heard.

**Public
Hearing/
Proposed
Ordinance/
Small Lot
Setback
Ordinance
(continued)**

Paul Reiger questioned if variances will be allowed in the setback area and questioned if there is a way to not allow variances in the setback area for new construction.

Ms. Cornwell noted that additional edits are being recommended and she read the complete list of proposed amendments, as follows:

Delete Section 115-182E.

§115-182C – Strike “new or relocated” from the second line and the fourth line.

§115-182C – Add the following sentence at the end. *“No front yard setback shall be reduced pursuant to this subsection shall be reduced to less than 5 feet. The provision of this subsection shall not apply to any lot in a cluster subdivision, ESDDOZ or Residential Planned Community.”*

§115-183D – In the first line, replace “pre-existing, legally nonconforming lot” with *“existing approved lot”*.

§115-183D – Remove “or that has less than 50 feet of frontage”.

§115-183D – Add a new sentence at the end. *“For any lot with side or rear setbacks reduced by operation of this Section 115-183D, no structures shall extend or project closer than five feet from the lot line.”*

§115-183D – Add a sentence at the end. *“The provision of this subsection shall not apply to any lot in a cluster subdivision, ESDDOZ or Residential Planned Community.”*

TABLE 1. Revise Note (16): *“For any existing approved lot which is not located in a cluster subdivision, ESDDOZ or Residential Planned Community, and consists of less than 10,000 square feet, the following setbacks shall apply: the side yard setback shall be reduced to 5 feet, the rear yard setback shall be reduced by 5 feet. For any lot with side or rear yard setbacks reduced by operation of Section 115-183D, no structures shall extend or project closer than five feet from the lot line. The front yard setback may be reduced to the average front yard setback of the existing buildings located on the same side of the street or road and being within 300 feet of the structure, provided however, the front yard setback is not less than 5 feet. Any vacant lot within 300 feet of the structure shall be calculated as having the required setback for the district.”*

In light of the many proposed changes, Mr. Moore called for any additional public comments.

Dan Kramer raised a question about the overhang of window air conditioning units.

Public Hearing/
Proposed Ordinance/
Small Lot Setback Ordinance
(continued)

Ring Lardner of Davis Bowen & Friedel spoke in support of the Proposed Ordinance but questioned if this variance applies to lots within the ESDDOZ.

There were no additional public comments.

Ms. Cornwell responded to questions raised during public comments.

The Public Hearing and public record were closed.

M 180 18
Adopt Ordinance
No. 2557/
Small Lot Setback Ordinance

A Motion was made by Mr. Cole, seconded by Mr. Burton, to Adopt Ordinance No. 2557 entitled "AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-182 AND §115-183, AND TABLE 1 RELATING TO FRONT, SIDE AND REAR YARD SETBACKS IN SMALL, LEGALLY NONCONFORMING LOTS", with the following amendments:

Delete Section 115-182E.

§115-182C – Strike "new or relocated" from the second line and the fourth line.

§115-182C – Add the following sentence at the end. *"No front yard setback shall be reduced pursuant to this subsection shall be reduced to less than 5 feet. The provision of this subsection shall not apply to any lot in a cluster subdivision, ESDDOZ or Residential Planned Community."*

§115-183D – In the first line, replace "pre-existing, legally nonconforming lot" with *"existing approved lot"*.

§115-183D – Remove "or that has less than 50 feet of frontage".

§115-183D – Add a new sentence at the end. *"For any lot with side or rear setbacks reduced by operation of this Section 115-183D, no structures shall extend or project closer than five feet from the lot line."*

§115-183D – Add a sentence at the end. *"The provision of this subsection shall not apply to any lot in a cluster subdivision, ESDDOZ or Residential Planned Community."*

TABLE 1. Revise Note (16): *"For any existing approved lot which is not located in a cluster subdivision, ESDDOZ or Residential Planned Community, and consists of less than 10,000 square feet, the following setbacks shall apply: the side yard setback shall be reduced to 5 feet, the rear yard setback shall be reduced by 5 feet. For any lot with side or rear yard setbacks reduced by operation of Section 115-183D, no structures shall extend or project closer than five feet from the lot line. The front yard setback may be reduced to the average front yard setback of the existing buildings located on the same side of the street or road and being within 300 feet of the structure, provided however,*

**M 180 18
Adopt
Ordinance
No. 2557/
Small Lot
Setback
Ordinance
(continued)**

the front yard setback is not less than 5 feet. Any vacant lot within 300 feet of the structure shall be calculated as having the required setback for the district.”

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Proposed
Ordinance/
Condition
Amend-
ments
Ordinance**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXVIII, §115-222 RELATING TO AMENDMENTS OF PRIOR APPROVALS”.

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended denial.

Public comments were heard.

Maria Payan and Paul Reiger spoke in support of the Proposed Ordinance.

David Hutt, Attorney, stated that he agrees with the Planning and Zoning Commission’s recommendation to deny the Proposed Ordinance as it will create a burden for applicants, i.e. additional expense and an approximate wait time of 6 months for a public hearing to be scheduled. Mr. Hutt suggested an amendment to 115-222 D changing the word “appreciable” to “substantially different”. Mr. Hutt stated that he has alternate language he can propose for the Council’s consideration (document submitted).

There were no additional public comments.

The Public Hearing and public record were closed.

Council discussed amendments to the Proposed Ordinance to change the application fee and to permit an application to be expedited. Mr. Robertson stated that those issues are separate from the Proposed Ordinance and can be addressed in a separate ordinance.

**M 181 18
Adopt
Proposed
Ordinance**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to Adopt the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXVIII, §115-222 RELATING TO AMENDMENTS OF PRIOR APPROVALS”.

**Suggested
Amend-
ments**

Mr. Arlett questioned if Council wants to consider Mr. Hutt’s suggested amendment to the Proposed Ordinance to amend §115-222 D to change the word “appreciable” to “substantially different”. Mr. Robertson stated that

(continued) he agrees with Mr. Hutt's position that "substantially" is more of a defined legal term than "appreciable".

Motions

Withdrawn Mr. Cole and Mr. Arlett withdrew their Motions.

M 182 18 A Motion was made by Mr. Cole, seconded by Mr. Arlett, to amend Section
Amendment 115-222, Subsection [E.] D. to read as follows: "Has no *substantially different* effect on adjoining or surrounding property."

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea

M 183 18 A Motion was made by Mr. Cole, seconded by Mr. Arlett, to Adopt
Adopt Ordinance No. 2558 entitled "AN ORDINANCE TO AMEND CHAPTER
Ordinance 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE
No. 2558/ XXVIII, §115-222 RELATING TO AMENDMENTS OF PRIOR
Condition APPROVALS", as amended (in Motion M 182 18).
Amend-

ments

Ordinance

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea

Public
Hearing/
Adminis-
trative
Variances
Ordinance

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-181 RELATING TO YARDS AND OPEN SPACES GENERALLY" (Administrative Variances).

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval with the following amendments:

§115-181, Subsection 7, Line 1. Remove the words "In addition to" and replace with "Notwithstanding".

Change the references to "Director" to "*Director or Director's designee*".

There were no public comments.

The Public Hearing and public record were closed.

M 184 18 A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt
Adopt Ordinance No. 2559 entitled "AN ORDINANCE TO AMEND CHAPTER
Ordinance 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE
No. 2559 XXV, §115-181 RELATING TO YARDS AND OPEN SPACES

**M 184 18
Adopt
Ordinance
No. 2559/
Adminis-
trative
Variances
Ordinance
(continued)**

GENERALLY”, with the following amendments:

§115-181, Subsection 7, Line 1. Remove the words “In addition to” and replace with “Notwithstanding”.

Change the references to “Director” to “*Director or Director’s designee*”.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Proposed
Ordinance/
Outside
Wall
Dimensions
Ordinance**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-188 RELATING TO TOWNHOUSE AND MULTIFAMILY DWELLING OUTSIDE WALL DIMENSIONS”.

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval with the following amendments:

§115-188 D (6) – “Unless otherwise restricted by district regulations, not more than eight dwelling units shall be included in any one townhouse building, and the outside wall dimensions of the townhouse building shall not exceed 170 feet in width measured linearly from the outer edge of the townhouse building end units.”

§115-188 E (1) – Amend last sentence to read ... “Mixed use buildings that contain nonresidential uses shall not be subject to the outside wall dimension requirement.”

Public comments were heard.

Ring Lardner of Davis Bowen & Friedel spoke in support of the Proposed Ordinance.

There were no additional public comments.

The Public Hearing and public record were closed.

**M 185 18
Adopt
Ordinance
No. 2560**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to Adopt Ordinance No. 2560 entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-188 RELATING TO TOWNHOUSE AND MULTIFAMILY DWELLING OUTSIDE WALL DIMENSIONS”, with the following amendments:

**M 185 18
Adopt
Ordinance
No. 2560/
Outside
Wall
Dimensions
Ordinance
(continued)**

§115-188 D (6) to read as follows: “Unless otherwise restricted by district regulations, not more than eight dwelling units shall be included in any one townhouse building, and the outside wall dimensions of the townhouse building shall not exceed 170 feet in width measured linearly from the outer edge of the townhouse building end units.”

§115-188 E (1). Amend last sentence to read ... “Mixed use buildings that contain nonresidential uses shall not be subject to the outside wall dimension requirement.”

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Proposed
Ordinance/
Inter-
Connectivity**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXVIII, §115-220 AND §115-221 RELATING INTERCONNECTIVITY REQUIRED FOR CERTAIN USES”.

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval with the following amendments:

Where the word “section” appears, replace it with the “§”.

Wherever A (5) and A (6) are referenced, replace them with 115-220 or 115-221 where appropriate.

Public comments were heard.

Dan Kramer commented on the County telling a landowner that they have to provide interconnectivity and stated that the County should pay for the land (right-of-way) if interconnectivity is required.

There were no additional public comments.

The Public Hearing and public record were closed.

**M 186 18
Adopt
Ordinance
No. 2561/
Inter-
Connectivity
Ordinance**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2561 entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXVIII, §115-220 AND §115-221 RELATING INTERCONNECTIVITY REQUIRED FOR CERTAIN USES”, with the following amendments:

Where the word “section” appears, replace it with the “§”.

**M 186 18
(continued)**

Wherever A (5) and A (6) are referenced, replace them with 115-220 or 115-221 where appropriate.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Proposed
Ordinance/
Deck,
Patio
Setbacks**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-183 RELATING TO DECKS, PORCHES PLATFORMS OR STEPS IN SIDE AND REAR YARDS".

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval.

There were no public comments.

The Public Hearing and public record were closed.

**M 187 18
Adopt
Ordinance
No. 2562/
Deck, Patio
Setback
Ordinance**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2562 entitled "AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-183 RELATING TO DECKS, PORCHES PLATFORMS OR STEPS IN SIDE AND REAR YARDS".

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Year
Validity
Ordinance**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXVII, §115-213 RELATING LAPSES OF SPECIAL EXCEPTIONS AND VARIANCES".

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval with the following amendments:

§115-213. In the fourth line after the word "granted", add a "." Delete the remainder of the sentence and replace with "*The Board of Adjustment may extend the expiration date of the special use exception or variance for a period not to exceed one year upon a showing of good cause; provided however, that the extension request is submitted prior to the expiration of the existing*

Public
Hearing/
Year
Validity
Ordinance
(continued)

approval.” Add a sentence after that to read “If a decision of the Board is appealed, the two years shall not begin until the decision on appeal becomes final.”

Mr. Robertson reported that David Hutt, Attorney, had a recommendation to amend the Proposed Ordinance and that he and Ms. Cornwell agree with the recommendation, which is to add the following sentence: *“If a decision of the Board is appealed, the two years shall not begin until the decision on appeal becomes final.”* Mr. Robertson stated that this mirrors the County’s standard practice on appeals.

Public comments were heard.

David Hutt, Attorney, spoke in support of the Proposed Ordinance and his recommended amendment. He also commented that the ordinance amendment should extend backwards to include those applications that would not have expired if they had the two year time period (versus the one year time period).

Ms. Cornwell stated that this ordinance amendment could apply to current applications as long as they have not expired.

Mr. Sharp stated that if an application has expired, it should remain expired. He noted, however, it can apply to active applications.

Maria Payan spoke in opposition to including any applications that have already expired.

There were no additional public comments.

The Public Hearing and public record were closed.

M 188 18
Adopt
Ordinance
No. 2563/
Year
Validity
Ordinance

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2563 entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXVII, §115-213 RELATING LAPSES OF SPECIAL EXCEPTIONS AND VARIANCES”, with the following amendments:

§115-213. In the fourth line after the word “granted”, add a “.” Delete the remainder of the sentence and replace with *“The Board of Adjustment may extend the expiration date of the special use exception or variance for a period not to exceed one year upon a showing of good cause; provided however, that the extension request is submitted prior to the expiration of the existing approval.”* Add a sentence after that to read *“If a decision of the Board is appealed, the two years shall not begin until the decision on appeal becomes final.”*

Motion Adopted: 5 Yeas.

**M 188 18
(continued)**

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Proposed
Ordinance/
Off-Street
Loading**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXIII, §115-168 RELATING TO MODIFICATION OF OFF-STREET LOADING REQUIREMENTS”.

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission recommended approval.

There were no public comments.

The Public Hearing and public record were closed.

**M 189 18
Adopt
Ordinance
No. 2564/
Off-Street
Loading
Ordinance**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2564 entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXIII, §115-168 RELATING TO MODIFICATION OF OFF-STREET LOADING REQUIREMENTS”.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
Proposed
Ordinance/
Handicap
Ramps**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-181 RELATING TO YARDS AND OPEN SPACES GENERALLY” (HANDICAP RAMPS).

The Planning and Zoning Commission held a Public Hearing on the Proposed Ordinance on February 22, 2018 at which time the Commission deferred action. Ms. Cornwell noted that there was discussion by the Commission and it was determined some edits are needed.

Mr. Robertson stated that the Proposed Ordinance was to bring over what is currently in the Code from manufactured home parks to other residential subdivisions; staff realized there probably could be some fixes to the manufactured home parks section of the Code, which wasn't introduced; and there is an additional layer, i.e. Community Development staff is involved in handicap ramps. Mr. Robertson stated that they want to take a closer look at the Proposed Ordinance.

Public comments were heard.

**Public Hearing/
Proposed Ordinance/
Handicap Ramps
(continued)**

Dan Kramer questioned why someone should pay a permit fee to construct something that is only temporary.

Paul Reiger commented on the approval of structures, i.e. handicap ramps and fences.

There were no additional public comments.

The Public Hearing and public record were closed.

**M 190 18
Defer
Action on
Proposed Ordinance/
Handicap Ramps**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to defer action on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 115 OF THE CODE OF SUSSEX COUNTY BY AMENDING ARTICLE XXV, §115-181 RELATING TO YARDS AND OPEN SPACES GENERALLY” (HANDICAP RAMPS).

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Mr. Robertson stated that, once the Proposed Ordinance is reviewed and amended, it will be determined if a new public hearing is necessary.

**Old Business/
CU 2106**

Under Old Business, the Council considered Change of Zone No. 1832 and Conditional Use No. 2106 filed on behalf of MDI Investment Group, LLC.

The Planning and Zoning Commission held a Public Hearing on both applications on November 16, 2017 at which time action was deferred. On December 14, 2017, the Commission recommended approval of both applications; Conditional Use No. 2106 was recommended for approval with the following conditions:

- A. The maximum number of residential units shall be 52.**
- B. All entrances, intersection, roadway, and multi-modal improvements shall be completed by the Developer in accordance with all DeIDOT requirements.**
- C. The project shall be served by Sussex County sewer. The Developer shall comply with all Sussex County Engineering Department requirements including any offsite upgrades necessary to provide service to the project.**
- D. The project shall be served by central water to provide drinking water and fire protection.**
- E. Interior street design shall meet or exceed the Sussex County street design requirements.**
- F. All construction and site work on the property, including deliveries of materials to or from the property, shall only occur between 7am to 6pm Monday through Saturday.**

**Old
Business/
CU 2106
(continued)**

- G. Street naming and addressing shall be subject to the review and approval of the County Mapping and Addressing Departments.**
- H. The Applicant shall form a condominium association responsible for the perpetual maintenance, repair and replacement of the roads, any buffers and landscaping, stormwater management facilities, erosion and sediment control facilities and other common elements.**
- I. The stormwater management system shall meet or exceed the requirements of the State and County. It shall be constructed and maintained using Best Management Practices.**
- J. The Final Site Plan shall contain the approval of the Sussex Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.**
- K. The Applicant shall coordinate with the local school district to establish a school bus stop area, which shall be shown on the Final Site Plan, if required by the District.**
- L. As stated by the Applicant, there shall be a shared entrance and interconnectivity with the adjacent Wellness Center property.**
- M. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated November 16 and December 14, 2017.)

The County Council held a Public Hearing on these applications on December 5, 2017 at which time action was deferred.

**M 191 18
Adopt
Ordinance
No. 2565/
CZ 1832**

A Motion was made by Mr. Burton, seconded by Mr. Cole, to Adopt Ordinance No. 2565 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 6.86 ACRES, MORE OR LESS" (Change of Zone No. 1832) filed on behalf of MDI Investment Group, LLC

Motion Adopted: 4 Yeas, 1 Nay.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Nay;
Mr. Vincent, Yea**

**M 192 18
Approve
Proposed
Ordinance**

A Motion was made by Mr. Arlett to approve Conditional Use No. 2106.

Mr. Burton stated that he would like to suggest some changes to the conditions recommended by the Planning and Zoning Commission.

**Motion
Withdrawn**

Mr. Arlett withdrew his Motion.

**M 193 18
Amend
Recom-
mended
Conditions
for CU 2106**

A Motion was made by Mr. Burton, seconded by Mr. Arlett, to amend the Planning and Zoning Commission’s Reason No. 1 and Condition No. 8 A, as follows:

- 1. This application seeks the approval of 41 (replacing 52) single family duplex-type structures on 6.86 acres, for a density of approximately 6 (replacing 7.58) units per acre. By comparison, the density on the adjacent Arbors of Cottagedale MR multifamily development is 9.29 units per acre.**

- 8.A The maximum number of residential units shall be 41 (replacing 52).**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 194 18
Adopt
Ordinance
No. 2566/
CU 2106**

A Motion was made by Mr. Burton, seconded by Mr. Arlett, to Adopt Ordinance No. 2566 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR MULTI-FAMILY UNITS (52 TOWNHOMES) TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 6.86 ACRES, MORE OR LESS” (Conditional Use No. 2106) filed on behalf of MDI Investment Group, LLC, with the following conditions:

- A. The maximum number of residential units shall be 41.**
- B. All entrances, intersection, roadway, and multi-modal improvements shall be completed by the Developer in accordance with all DelDOT requirements.**
- C. The project shall be served by Sussex County sewer. The Developer shall comply with all Sussex County Engineering Department requirements including any offsite upgrades necessary to provide service to the project.**
- D. The project shall be served by central water to provide drinking water and fire protection.**
- E. Interior street design shall meet or exceed the Sussex County street design requirements.**
- F. All construction and site work on the property, including deliveries of materials to or from the property, shall only occur between 7am to 6pm Monday through Saturday.**
- G. Street naming and addressing shall be subject to the review and approval of the Sussex County Mapping and Addressing Departments.**
- H. The Applicant shall form a condominium association responsible for the perpetual maintenance, repair and replacement of the roads, any buffers and landscaping, stormwater management facilities, erosion and sediment control facilities and other common elements.**

**M 194 18
Adopt
Ordinance
No. 2566/
CU 2106
(continued)**

- I. The stormwater management system shall meet or exceed the requirements of the State and County. It shall be constructed and maintained using Best Management Practices.**
- J. The Final Site Plan shall contain the approval of the Sussex Conservation District for the design and location of all stormwater management areas and erosion and sedimentation control facilities.**
- K. The Applicant shall coordinate with the local school district to establish a school bus stop area, which shall be shown on the Final Site Plan, if required by the District.**
- L. As stated by the Applicant, there shall be a shared entrance and interconnectivity with the adjacent Wellness Center property.**
- M. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 4 Yeas, 1 Nay.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Nay;
Mr. Vincent, Yea**

**Old
Business/
CU 2111**

Under Old Business, the Council considered Conditional Use No. 2111 filed on behalf of Michael Moutzalias.

The Planning and Zoning Commission held a Public Hearing on this application on January 11, 2018 at which time action was deferred. The Commission deferred action on this application again on January 25, 2018. On February 8, 2018, the Commission recommended denial.

(See the minutes of the Planning and Zoning Commission dated January 11, January 25, and February 8, 2018.)

The County Council held a Public Hearing on this application on February 6, 2018 at which time action was deferred.

**M 195 18
Adopt
Proposed
Ordinance

DENIED**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, to Adopt the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A RV/PARK MODEL/TRAILER REPAIR AND REFURBISHMENT BUSINESS WITH OUTDOOR STORAGE AND SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.0 ACRE, MORE OR LESS, OF A 32.16-ACRE PARCEL OF LAND” (Conditional Use No. 2111) filed on behalf of Michael Moutzalias,

Motion Denied: 4 Nays, 1 Yea.

**M 195 18
(continued)**

**Vote by Roll Call: Mr. Arlett, Nay; Mr. Burton, Nay;
Mr. Wilson, Yea; Mr. Cole, Nay;
Mr. Vincent, Nay**

**Old
Business/
CU 2112**

Under Old Business, the Council considered Conditional Use No. 2112 filed on behalf of Mitchell Family Limited Partnership.

The Planning and Zoning Commission held a Public Hearing on this application on January 11, 2018 at which time action was deferred. The Commission deferred action on this application again on January 25, 2018. On February 8, 2018, the Commission recommended approval, with the following conditions:

- A. As stated by the Applicant, there shall be no more than 39,000 square feet of medical and professional office space.**
- B. As stated by the Applicant, the hours of operation shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, and between 8:00 a.m. and 4:00 p.m. on Saturdays. There shall not be any Sunday hours.**
- C. One lighted sign, not to exceed 50 square feet, shall be permitted on the building. In addition, the Applicant may install one additional lighted ground sign that does not exceed 32 square feet in size per side.**
- D. The medical office building shall be set back a minimum of 60 feet from the property line adjacent to King's Highway with parking allowed beyond the building setback of 40 feet.**
- E. All entrance, intersection and roadway improvements required by DelDOT shall be completed in accordance with DelDOT's requirements.**
- F. The preferred entrance to the entire site is further east of Gill's Neck Road. The Applicant shall report on the status of this issue at the time of Final Site Plan approval and note the results of the consultations with DelDOT on the Final Site Plan. The current entrance shall be a temporary one only and shall be closed when the balance of the property is developed.**
- G. There shall be vehicle interconnectivity between this site and the surrounding properties when they are developed. These areas of interconnectivity shall be shown on the Final Site Plan.**
- H. Any dumpsters shall be screened from view of neighboring properties and roadways.**
- I. The site shall be served by central water and central sewer.**
- J. Stormwater management and erosion and sedimentation control facilities shall be constructed in accordance with applicable State and County requirements. These facilities shall be designed and operated using Best Management Practices. The Final Site Plan shall contain the approval of the Sussex Conservation District.**
- K. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

**M 196 18
Amend
Recom-
mended
Condition/
CU 2112**

A Motion was made by Mr. Burton, seconded by Mr. Cole, to amend Condition No. C recommended by the Planning and Zoning Commission to read as follows:

One non-illuminated sign, not to exceed 50 square feet, shall be permitted on the building; however, there shall be no signs on the building on the sides that face Kings Highway and Gills Neck Road. In addition, the Applicant may install a total of two (2) non-illuminated ground signs that do not exceed 32 square feet in size per side.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 197 18
Amend
Recom-
mended
Condition/
CU 2112**

A Motion was made by Mr. Burton, seconded by Mr. Cole, to amend Condition No. D recommended by the Planning and Zoning Commission to read as follows:

The medical office building shall be set back a minimum of 60 feet from the property line adjacent to King's Highway with parking allowed beyond the building setback of 40 feet. The setbacks and right-of-way shall be compatible with DelDOT and the Lewes Historic Byways CMP.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 198 18
Adopt
Ordinance
No. 2567/
CU 2112**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2567 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A MEDICAL OFFICE AND ANCILLARY MEDICAL USES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 3.30 ACRES, MORE OR LESS" (Conditional Use No. 2112) filed on behalf of Mitchell Family Limited Partnership, with the following conditions:

- A. As stated by the Applicant, there shall be no more than 39,000 square feet of medical and professional office space.**
- B. As stated by the Applicant, the hours of operation shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, and between 8:00 a.m. and 4:00 p.m. on Saturdays. There shall not be any Sunday hours.**
- C. One non-illuminated sign, not to exceed 50 square feet, shall be permitted on the building; however, there shall be no signs on the building on the sides that face Kings Highway and Gills Neck Road. In**

**M 198 18
Adopt
Ordinance
No. 2567/
CU 2112
(continued)**

- addition, the Applicant may install a total of two (2) non-illuminated ground signs that do not exceed 32 square feet in size per side.
- D. The medical office building shall be set back a minimum of 60 feet from the property line adjacent to King’s Highway with parking allowed beyond the building setback of 40 feet. The setbacks and right-of-way shall be compatible with DelDOT and the Lewes Historic Byways CMP.**
 - E. All entrance, intersection and roadway improvements required by DelDOT shall be completed in accordance with DelDOT’s requirements.**
 - F. The preferred entrance to the entire site is further east of Gill’s Neck Road. The Applicant shall report on the status of this issue at the time of Final Site Plan approval and note the results of the consultations with DelDOT on the Final Site Plan. The current entrance shall be a temporary one only and shall be closed when the balance of the property is developed.**
 - G. There shall be vehicle interconnectivity between this site and the surrounding properties when they are developed. These areas of interconnectivity shall be shown on the Final Site Plan.**
 - H. Any dumpsters shall be screened from view of neighboring properties and roadways.**
 - I. The site shall be served by central water and central sewer.**
 - J. Stormwater management and erosion and sedimentation control facilities shall be constructed in accordance with applicable State and County requirements. These facilities shall be designed and operated using Best Management Practices. The Final Site Plan shall contain the approval of the Sussex Conservation District.**
 - K. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Old
Business/
CZ 1834**

Under Old Business, the Council considered the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 6.98 ACRES, MORE OR LESS” (Change of Zone No. 1834) filed on behalf of Colonial East, L.P.

The Planning and Zoning Commission held a Public Hearing on this application on November 16, 2017, at which time the Commission recommended approval.

**Old
Business/
CZ 1834
(continued)**

(See the minutes of the Planning and Zoning Commission dated November 16, 2017.)

The Sussex County Council held a Public Hearing on this application on December 12, 2017 at which time the Council deferred action for the receipt of the Traffic Impact Study (TIS) only. It was noted that the TIS was received on February 21, 2018; that a report was given to Council; and that no written comments have been received since the receipt of the TIS.

Mr. Burton noted that he was not present during the Public Hearing; however, he has listened to the audio for the Public Hearing.

**M 199 18
Adopt
Ordinance
No. 2568/
CZ 1834**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2568 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 6.98 ACRES, MORE OR LESS" filed on behalf of Colonial East, L.P. (Change of Zone No. 1834)

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 200 18
Go Into
Executive
Session**

At 12:35 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Wilson, to recess the Regular Session and go into Executive Session to discuss matters relating to land acquisition.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Executive
Session**

At 12:38 p.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room for the purpose of discussing matters relating to land acquisition. The Executive Session concluded at 1:45 p.m.

**M 201 18
Reconvene
Regular
Session**

At 1:47 p.m., a Motion was made by Mr. Arlett, seconded by Mr. Burton, to come out of Executive Session and reconvene the Regular Session.

Motion Adopted: 3 Yeas, 2 Absent.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Absent; Mr. Cole, Absent;
Mr. Vincent, Yea**

E/S Action **A Motion was made by Mr. Arlett, seconded by Mr. Burton, to authorize the County Administrator to negotiate, enter into a contract, and settle on Parcel #2018-A.**

**M 202 18
Authorize
Land
Acquisition**

Motion Adopted: 3 Yeas, 2 Absent.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Absent; Mr. Cole, Absent;
Mr. Vincent, Yea**

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

Mr. Wilson and Mr. Cole joined the meeting.

**Public Hearing/
CU 2116** **A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR PROFESSIONAL OFFICES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.641 ACRES, MORE OR LESS” (Conditional Use No. 2116) filed on behalf of William and Stacey Smith (Tax I.D. No. 335-8.18-2.00) (911 Address: 1501 Savannah Road, Lewes).**

The Planning and Zoning Commission held a Public Hearing on this application on February 22, 2018 at which time action was deferred. On March 8, 2018, the Commission recommended approval with conditions.

(See the minutes of the Planning and Zoning Commission dated February 22 and March 8, 2018.)

Janelle Cornwell, Planning and Zoning Director, presented the application.

William Smith was present on behalf of his application and discussed his purchase of the property, the condition of the property, renovations and layout of the property, the history of the property, and his intent for the property as medical offices with a waiting area. Mr. Smith also discussed ingress to and egress from the site, and parking.

There were no public comments.

The Public Hearing and public record were closed.

M 203 18 **A Motion was made by Mr. Wilson, seconded by Mr. Cole, to Adopt**
Adopt **Ordinance No. 2569 entitled “AN ORDINANCE TO GRANT A**
Ordinance **CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL**
No. 2569/ **RESIDENTIAL DISTRICT FOR PROFESSIONAL OFFICES TO BE**
CU 2116 **LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN**
 LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY,

**M 203 18
Adopt
Ordinance
No. 2569/
CU 2116
(continued)**

CONTAINING 0.641 ACRES, MORE OR LESS” (Conditional Use No. 2116) filed on behalf of William and Stacey Smith, with the following conditions:

- A. As stated by the Applicant, the use shall occur within the existing dwelling that shall be converted to office use.**
- B. As stated by the Applicant, the hours of operation shall be between 8:00 a.m. and 8:00 p.m. Monday through Saturday. There shall not be any Sunday hours.**
- C. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
- D. Any dumpster shall be screened from view of neighboring properties and roadways.**
- E. There shall be a buffer along the boundary of this property and the residential property to the rear of it using Leyland Cypress or similar vegetation. The plantings must be at least 5 feet tall at the time of construction. The design of the buffer and the vegetation used in the buffer area shall be included in the Final Site Plan.**
- F. The Applicant shall comply with all DelDOT requirements concerning entrance, traffic and roadway improvements. In addition, and subject to DelDOT’s approval, the access to the property via Dove Drive shall only be used to exit the property.**
- G. All exterior lighting shall be downward screened so that it does not shine on neighboring properties or roadways.**
- H. With the exception of required handicapped spaces, all parking shall be located in the rear of the property behind the office.**
- I. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CU 2118**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE WITH CONTRACTOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.6425 ACRES, MORE OR LESS” (Conditional Use No. 2118) filed on behalf of John W. Davidson (Tax I.D. No. 234-10.00-70.16) (911 Address: Not Available).

The Planning and Zoning Commission held a Public Hearing on this application on March 8, 2018 at which time the Commission recommended approval for the following reasons:

**Public
Hearing/
CU 2118
(continued)**

- 1. The application is identical to Ordinance No. 2340 for Conditional Use No. 1978. The Conditional Use lapsed while the Applicant was seeking his agency approvals.**
- 2. The Applicant has stated that he is willing to abide by all of the conditions imposed as part of Ordinance No. 2340.**
- 3. The proposed use is still consistent with nearby uses, which include other businesses, offices and contractors.**
- 4. The findings of fact contained in Ordinance No. 2340 support this current recommendation of approval.**
- 5. No parties appeared in opposition to this application.**
- 6. This recommendation is subject to all of the conditions imposed upon Ordinance No. 2340, and those conditions are incorporated into this recommendation in their entirety.**

(See the minutes of the Planning and Zoning Commission dated March 8, 2018.)

Janelle Cornwell, Planning and Zoning Director, presented the application.

Ms. Cornwell reported that one letter in opposition to the application has been received.

John Davidson was present on behalf of his application and reported on the issues he has had with seeking agency approvals after receiving Conditional Use approval (Conditional Use No. 1978), which eventually resulted in the lapse of the Conditional Use. He stated that, initially, the permits required made the project not viable and then, later, he decided to proceed. Mr. Davidson reported that he now has received approval from the Sussex Conservation District, and that he has submitted to DelDOT; however, he needs an approved Conditional Use to apply to DelDOT. He stated that he is asking for the same thing – a professional office with contractor storage.

It was noted that the original Ordinance No. 2340 (Conditional Use No. 1978) expired in September 2017 and that he received a six-month extension.

There were no public comments.

The Public Hearing and public record were closed.

**M 204 18
Adopt
Ordinance
No. 2570/
CU 2118**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2570 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PROFESSIONAL OFFICE WITH CONTRACTOR STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.6425 ACRES, MORE OR LESS” (Conditional Use No. 2118) filed on behalf of John W. Davidson, with the following conditions (same as Ordinance No. 2340):

**M 204 18
Adopt
Ordinance
No. 2570/
CU 2118
(continued)**

- A. The use shall be limited to professional offices and contracting, including the Applicants' masonry, dumpster rental, and house moving business.**
- B. Although permitted for use as the Applicant's house moving business, the site shall not become a sales facility for used or relocated houses, mobile homes or manufactured homes.**
- C. All security lighting shall be screened from view so that it does not shine on neighboring properties or roadways.**
- D. No junked or unregistered vehicles, trailers or similar equipment shall be stored on the site.**
- E. The Final Site Plan shall depict all areas used for outside storage, including:
 - a) Vehicles, trailers and similar equipment storage and parking.**
 - b) Storage of house moving materials such as beams, axles, dunnage, jacks, etc.**
 - c) Materials associated with the masonry business;**
 - d) Construction dumpsters**
 - e) Structures temporarily moved to the site while in transit between locations.**
 - f) Any other outside storage associated with the Applicant's business.****
- F. The Final Site Plan shall contain the approval of the Sussex Conservation District for all required storm water management governed by that office.**
- G. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.**
- H. The project shall be subject to all DelDOT requirements regarding entrances and roadway improvements.**
- I. The hours of operation on this site shall be from 6:00 a.m. until 6:00 p.m.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**Public
Hearing/
CZ 1846**

A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL

**Public
Hearing/
CZ 1846
(continued)**

DISTRICT TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 71.379 ACRES, MORE OR LESS” (Change of Zone No. 1846) filed on behalf of CMF Bayside, LLC (Tax I.D. No. 533-19.00-297.00) (911 Address: Not Available).

The Planning and Zoning Commission held a Public Hearing on this application on February 22, 2018 at which time action was deferred. On March 8, 2018, the Commission recommended approval with conditions.

(See the minutes of the Planning and Zoning Commission dated February 22 and March 8, 2018.

Tim Willard, Attorney, was present on behalf of the Applicant with Rich Rishel of CMF Bayside, LLC; Ed Launay with Environmental Resources; and Steve Marsh and Lawton Myrick of George Miles & Buhr.

They discussed the proposed use of the property as an extension to the Americana Bayside development; the background of the Americana Bayside and Freeman business; the original Americana Bayside application; the layout of the site; delineated wetlands; water and sewer availability; the location of the site in the Environmentally Sensitive Developing District; stormwater management; Traffic Impact Study and DelDOT requirements; buffers; access to amenities; ponds; and the bald eagle established protection area.

They stated that this site will add 74.25 acres into the RPC; that 122 townhouse units in 22 buildings are proposed, but would count towards the original 1,700 lots approved as part of the original RPC (a master plan community); that 60 percent of the site is wetlands; that this application will be subject to the conditions for the original RPC; and that this community will be consistent with the other communities in American Bayside.

Public comments were heard.

There were no public comments in support of the application.

Tom Reilly spoke in opposition to the application, and referenced the Investment Level 4 Area, the mature forest, tall buildings, the bald eagle, the need for new infrastructure, drainage problems, DNREC comments, soil analysis, and traffic problems and transportation issues.

Mr. Riley read a letter of opposition into the record from Dave Bishop, an area resident, and part of a letter from David Small, DNREC Secretary.

There were no additional public comments.

The Public Hearing was closed.

(continued) The Council discussed the application.

**M 205 18
Defer
Action on
CZ 1846**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to defer action on Change of Zone No. 1846 filed on behalf of CMF Bayside, LLC and to leave the record open for submission of a new conceptual plan showing the proposed ponds, and submission of any proposed environmental conditions; the record will remain open until April 2, 2018 for receipt of this information (in writing) only; thereafter, a report will be given to the Council on April 10, 2018; thereafter, the record will remain open for 15 days for written public comment on the information received.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

**M 206 18
Adjourn**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to adjourn at 3:45 p.m.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

Respectfully submitted,

**Robin A. Griffith
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

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

March 14, 2018

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
COASTAL CLUB - LAND BAY 7 - PHASE A (CONSTRUCTION RECORD)
AGREEMENT NO. 984 - 18

DEVELOPER:

Mr. Preston Schell
Coastal Club LLC
20184 Phillips Street
Rehoboth Beach, DE 19971

LOCATION:

+/-3,000' South east of intersection between
Beaver Dam Rd. & Jimtown Road

SANITARY SEWER DISTRICT:

Goslee Creek Planning Area

TYPE AND SIZE DEVELOPMENT:

35 Single Family Lots.

SYSTEM CONNECTION CHARGES:

\$202,125.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
8/1/17

Department of Natural Resources Plan Approval
12/15/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 90
Construction Admin and Construction Inspection Cost – \$26,917.88
Proposed Construction Cost – \$179,452.50



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
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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

March 14, 2018

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
TIDEWATER LANDING - PHASE 2
AGREEMENT NO. 891 - 3

DEVELOPER:

Mr. Rich Rishel
Carl M. Freeman Companies
38017 Fenwick Shoals Blvd.

Selbyville, DE 19975

LOCATION:

CR 277 next to Love Creek

SANITARY SEWER DISTRICT:

West Rehoboth Expansion North Planning Area

TYPE AND SIZE DEVELOPMENT:

39 single family lots in this phase.

SYSTEM CONNECTION CHARGES:

\$248,040.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
04/05/17

Department of Natural Resources Plan Approval
05/05/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 35

Construction Admin and Construction Inspection Cost – \$32,189.55

Proposed Construction Cost – \$214,597.02



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

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
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Sussex County

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

March 14, 2018

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
AMERICANA BAYSIDE - MELSON PROPERTY, PHASES 1 AND 2
AGREEMENT NO. 1051

DEVELOPER:

Mr. Rich Rishel
Carl M. Freeman Companies
38017 Fenwick Shoals Blvd.

Selbyville, DE 19975

LOCATION:

RT54 Lighthouse Road & RD394 (W. Sand Cove
Road)

SANITARY SEWER DISTRICT:

Fenwick Island Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

48 Duplex Units
NEED CONCEPT APPROVAL

SYSTEM CONNECTION CHARGES:

\$277,200.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
09/12/17

Department of Natural Resources Plan Approval
09/07/17

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30
Construction Admin and Construction Inspection Cost – \$21,415.44
Proposed Construction Cost – \$142,769.57



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

INFORMATION TECHNOLOGY

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



Sussex County
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Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable I.G. Burton
The Honorable Robert B. Arlett

FROM: Dwayne Kilgo
Information Technology Director

RE: **Agreement for Incentivizing Wireless Internet Service Providers (WISP)**

DATE: April 10, 2018

In the FY2018 Budget, the Council authorized funding for the planning and implementation of rural broadband throughout Sussex County. The funding was earmarked for the solicitation and build of both wired and wireless broadband solutions to underserved and unserved areas and communities. Through several stakeholder meetings and discussions, one approach to meeting the goal of broadband expansion was to develop an agreement to incentivize Wireless Internet Service Providers (WISP) to expand their services in Sussex County. An agreement was drafted by the Information Technology Department and the County Attorneys, please see attached.

This agreement authorizes any WISP access to all county-owned vertical assets (e.g., towers) and/or access to up to two (2) state-owned towers. In the agreement, the county would pay the Delaware Division of Communications \$1000.00/month for each state tower requested by the WISP for a maximum of two (2) years. The County has worked directly with the State to receive approval for the use of select state towers located in Sussex. The concept behind the agreement is to assist the WISP by alleviating some upfront expenses in building a wireless solution and once the WISP develops a customer base, it will remain in Sussex County. The IT Department is soliciting proposals through a Request for Proposals (RFP) process and once selected, the WISP would enter into the agreement. During Tuesday's Council meeting, I will present a Motion for your consideration to approve the WISP agreement.

Please let me know if you have any questions.

DDK/SWW
Attachment

ATTACHMENT A

**TOWER LICENSE AGREEMENT FOR
WIRELESS HIGH-SPEED INTERNET/BROADBAND SERVICE**

THIS TOWER LICENSE AGREEMENT FOR WIRELESS HIGH SPEED INTERNET/BROADBAND SERVICE ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Licensor, Sussex County, a political subdivision of the State of Delaware, having a mailing address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 (hereinafter referred to as "Sussex County") and Licensee, _____, a _____ of the State of _____, having a mailing address of _____ (hereinafter referred to as "ISP").

BACKGROUND

WHEREAS, Sussex County seeks to entice high speed internet/broadband service providers to Sussex County to provide service to areas with inadequate or no high-speed internet/broadband service; and

WHEREAS, obtaining high speed internet/broadband service throughout the County will provide a much-needed service to residents, businesses and the like, will foster economic growth and job creation in areas where businesses would not locate without such service being available; and

WHEREAS, ISP desires to erect, install and operate new transmission and receiving equipment in Sussex County, Delaware to provide wireless high-speed internet access to customers in Sussex County; and

WHEREAS, Sussex County owns towers throughout Sussex County, some of which ISP has determined are ideal locations for the installation of said equipment as further described herein; and

WHEREAS, to incentivize ISP to bring its services to Sussex County, Delaware for the benefit of its residents, Sussex County desires to provide ISP with non-exclusive permission to install said equipment on, and provide non-exclusive access to, the towers at no cost for the Term herein; and

WHEREAS, as an additional incentive, Sussex County desires to provide to ISP funds to obtain similar access to up to two (2) towers owned by the State of Delaware in an amount up to Twelve Thousand Dollars (\$12,000.00) per year per tower for two (2) years for a maximum of Forty-Eight Thousand Dollars (\$48,000.00) on the terms and conditions which are more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, each of which is incorporated into and made a part of this Agreement, the mutual covenants of Sussex County and ISP set forth below, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledges, the parties hereto agree as follows:

1. **SCOPE OF SERVICES TO BE PROVIDED.** During the Term of this Agreement, ISP shall provide wireless high-speed internet/broadband service to Sussex County residents in accordance with the specifications set forth on Exhibit A which is attached hereto and is incorporated herein by reference (“Scope of Services”).

2. **PERMITTED AND REQUIRED USE.**

(a) Subject to Sussex County’s approval of ISP’s plans, ISP shall be permitted the non-exclusive right to mount or install wireless high-speed internet/broadband equipment (“Equipment”) on portion(s) of Sussex County’s tower(s) (individually and collectively referred to herein as “Towers”) as more fully described in Exhibits B and C, respectively, which are attached hereto and are incorporated herein by reference. The descriptions of the Equipment and portion of the Towers shall include detailed photos, drawings, and a clear depiction of the space ISP shall be permitted to utilize. No modifications or alterations to the Equipment or portion of the Towers as depicted in Exhibits B and C shall be permitted without Sussex County’s prior approval. ISP shall commence and complete installation of the Equipment on the Towers within thirty (30) days of the date of this Agreement. Subject to the limitations stated in paragraph 15(b) herein, ISP shall have unimpeded access to the Towers for the installation, use, operation, maintenance, repair, replacement or removal of its Equipment for its permitted use. ISP’s unimpeded access may be restricted in Sussex County’s discretion for safety, construction, maintenance or other reasons. In such event, Sussex County shall provide ISP with written notice of any change in the nature or configuration of ISP’s access to the Towers.

(b) ISP’s permitted use the Towers located on the identified Property shall be for the sole purpose of providing wireless high-speed internet/broadband service (“Services”) to residents of Sussex County. ISP’s provision of these Services shall be guaranteed continuous and uninterrupted during the Term of this Agreement unless this Agreement is otherwise terminated. Failure to provide Services as set forth herein shall constitute a default of this Agreement as hereinafter set forth in paragraph 19(a).

(c) ISP agrees to comply with all applicable federal, state and local governmental laws, rules, statutes, ordinances and regulations, relating to its use of the Equipment on the Towers located on the Property.

3. **TERM.** The term of the Agreement shall be for five (5) years which shall commence on the date the last party executed this Agreement (“Term”). This Agreement shall automatically expire at the end of the Term. Prior to the end of the Term, this Agreement may be renegotiated by the parties if the ISP provides at least ninety (90) days’ written notice to the other party of its desire to do so. It shall be in Sussex County’s sole discretion whether to enter into negotiations for a new agreement and whether additional payment shall be required for such agreement.

4. **RENT.**

ISP shall not be required to pay Sussex County a monthly rental payment during the Term of this Agreement. All other amounts due hereunder (“Rent”) shall be deemed Rent and shall be subject to collection as further stated herein. ISP agrees to pay all amounts due under this Agreement to the Sussex County Council, Attention Director of Accounting at the Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, or at such other place or places as the Sussex County may designate in writing. Payments made after the fifteenth (15th) day of the month in which any such rent is due shall be subject to a late fee of five percent (5%) of the total amount outstanding. ISP’s failure to pay to Sussex County the rent referred to herein shall be a default under this Agreement, and this Agreement may be terminated by Sussex County by reason of said default.

5. STATE OF DELAWARE TOWERS. As an additional incentive for ISP to provide the Equipment and Services described herein during the Term hereof, Sussex County shall provide ISP with subsidies to access, lease or license space for its Equipment on one (1) or two (2) towers owned by the State of Delaware in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) per year per tower for two (2) years. Sussex County's maximum financial outlay for ISP's rent to the State of Delaware shall be no more than Forty-Eight Thousand Dollars (\$48,000.00) over a two (2) year period. In the event that ISP fails to provide Service to Sussex County in accordance with this Agreement, Sussex County's obligation to pay said subsidies to the State of Delaware for such costs shall lapse. In the event this Agreement is terminated as the result of ISP's default or otherwise, Sussex County's obligation to pay said subsidies to the State of Delaware for such costs shall terminate immediately upon said termination. Upon presentation of an executed agreement with the State of Delaware, ISP acknowledges that Sussex County shall pay the State of Delaware directly and no subsidies shall be paid to ISP. Subsidy payments shall be subject to ISP's repayment thereof in accordance with paragraph 26.

ISP acknowledges that Sussex County has no control over the availability of any towers owned by the State of Delaware, or the State of Delaware's ability or willingness to enter into an access, lease or license agreement with ISP for the use thereof for the installation of its equipment and provision of services. If ISP desires to enter into any such agreement with the State of Delaware, it shall be ISP's sole responsibility to determine the availability of said towers and to negotiate directly with the State of Delaware. Sussex County shall not be a party to ISP's agreement with the State of Delaware.

6. APPROVALS.

(a) Sussex County agrees that ISP's ability to use the Premises is contingent upon the suitability of the Premises for ISP's Permitted Use and ISP's ability to obtain and maintain all government approvals, including licenses, permits, and approvals, for ISP's use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits for ISP's Equipment ("Governmental Approvals"). Sussex County authorizes ISP to prepare, execute and file all required applications to obtain Government Approvals for ISP's Permitted Use under this Agreement and agrees to reasonably assist ISP with such applications and with obtaining and maintaining the Government Approvals.

(b) ISP may perform and obtain, at ISP's sole cost and expense, any inspections, investigations or other tests regarding the Towers as are necessary to determine if ISP's use of the Premises will be compatible with ISP's specifications, design, operations or Government Approvals.

7. EQUIPMENT INSTALLATION AND SECURITY.

(a) All Equipment shall be properly mounted and installed in accordance with industry standards and to the extent not in conflict therewith, any written directions from Sussex County, and in a reinforced manner as to ensure that it is secure so as to prevent the Equipment's unintentional collapsing, falling, removal, dislodging or any other state by any weather condition, including, but not limited to, wind, rain, snow, hurricane and the like, or other cause that may place property at risk of injury or destruction or persons at risk of injury or death. ISP shall make regularly scheduled periodic inspections of the Equipment to ensure that it remains properly secured to the Towers.

(b) At all times during the Term of this Agreement, ISP shall exercise a reasonable duty of care in the installation, use, operations, maintenance, repair and replacement of the Equipment to ensure that no damage is done to the Towers, or to person(s) or other property.

(c) At all times during the Term of this Agreement, ISP shall ensure that all access points to the Towers remain locked and secure to ensure that no third parties gain unauthorized access to and use of the Towers.

8. GUARANTEED CONTINUOUS AND UNINTERRUPTED SERVICE. Except as otherwise provided for herein, because Sussex County is providing use of its Towers without regular monthly rental payment and is paying subsidies for ISP to access use of State of Delaware towers in accordance with paragraphs 4 and 5, respectively, ISP shall be obligated to provide guaranteed Services agreed to herein in a continuous and uninterrupted manner for the entire five (5) year Term. If, for any reason, ISP fails to provide the Services or the Services lapse, ISP shall take all steps necessary to remedy and reinstitute Services in a prompt and timely manner which shall not exceed twenty-four (24) hours from the time of ISP's notification thereof. Failure to provide guaranteed continuous and uninterrupted Services without curing said failure as provided for herein shall be considered a default which shall trigger ISP's obligation for repayment of subsidies pursuant to paragraph 26 and Sussex County's right to terminate this Agreement.

9. TERMINATION. This Agreement may be terminated as follows:

(a) Sussex County may terminate this Agreement if ISP is in default and fails to timely cure said default as provided herein

(b) ISP shall provide written notice to Sussex County within ten (10) days of its receipt of notification if ISP is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Equipment as now and hereafter intended by ISP. In such instance, either party may terminate this Agreement immediately upon provide the other party within written notice thereof.; or

(c) Sussex County may terminate this Agreement upon sixty (60) days prior written notice to other party for any reason.

10. INSURANCE.

(a) ISP will secure and maintain during the Term, and any extension thereof, at its own cost and expense, the following insurance: (i) "all risk" (special form) property insurance for amounts equal to or in excess of its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury, personal and advertising injury and/or property damage arising out of any one occurrence and \$2,000,000 general and products/completed operations aggregates; and (iii) workers' compensation insurance as required by law and employers liability insurance with minimum limits of \$100,000 each accident for bodily injury by accident; \$100,000 each employee for bodily injury by disease; and \$500,000 policy limit for bodily injury by disease. The coverage afforded by ISP's commercial general liability insurance shall afford coverage for liability assumed in a written contract and shall provide that Sussex County and its elected and appointed officials, officers, directors, employees, agents and consultants are additional insureds, on a primary and non-contributory basis, as respects claims arising from ISP's property and ISP's operations at or incidental to the Premises.

(b) ISP agrees to furnish Sussex County with certificates of insurance satisfactory to Sussex County, certifying that ISP has complied with the above specified requirements prior to the Term or any other operations conducted pursuant to this Agreement and ten (10) days prior to the renewal date of each required insurance policy thereafter.

11. INTERFERENCE.

(a) ISP acknowledges that this Agreement does not grant it exclusive rights to install, maintain and operated the Equipment on the Towers and that Sussex County shall have the absolute authority, in its sole discretion, to grant similar rights to other ISP companies and other third parties for use of the Towers (collectively "Additional ISP Company"). In the event any Additional ISP Company or other third parties are granted similar access to any Tower identified in Exhibit B, Sussex County shall provide ISP with contact information for any Additional ISP Company or other third parties. ISP warrants that it shall not inhibit, obstruct, impede the installation, operation, use, maintenance repair or replacement of, or otherwise interfere with, the equipment installed on the Towers by any Additional ISP Company or other third parties to which Sussex County has granted such rights during the Term of this Agreement.

(b) If Sussex County, any Additional ISP or other third party, vendor or operator of any other service being provided from the Towers alleges that ISP is, in any way, interfering with its operations, ISP shall take all steps necessary to remedy said interference in a prompt and timely manner which shall not exceed twenty-four (24) hours from the time of ISP's notification thereof.

(c) Upon execution of this Agreement, Sussex County may grant a lease, license or any other right to any third party for use of the Tower, provided that Sussex County will make reasonable efforts to ensure that such use will not adversely affect or interfere with ISP's Equipment and its operation thereof. In the event that Sussex County finds that a necessary vendor or operator is unable to operate without causing interference, Sussex County may terminate this Agreement.

(d) Sussex County will not use, nor will Sussex County permit its employees, tenants, licensees, invitees or agents to use, any portion of the County Towers in any way which interfere with ISP's Equipment and ISP's operation thereof. Sussex County will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from ISP. In the event any such interference does not cease within the aforementioned cure period, ISP will have the right to terminate this Agreement upon written notice to Sussex County.

12. ASSUMPTION OF RISK; INDEMNIFICATION.

(a) ISP hereby assumes all risk related in any way to the installation, use, operation, maintenance, repair, replacement or removal of ISP's Equipment on Sussex County's Towers.

(b) ISP agrees to indemnify, defend and hold Sussex County and its elected or appointed officials and employees harmless from and against any and all injury, loss, damage or liability of every nature and description, whether to person (including death) or property (real or personal), or any claims in respect of the foregoing, costs or expenses (including reasonable attorneys' fees and court costs) arising from, or in any way related to, the installation, use, operation, maintenance, repair, replacement or removal of the Equipment on the Towers or ISP's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Sussex County, its elected or appointed officials, employees, agents or independent contractors. For purposes of this indemnification provision, ISP shall be defined as the ISP itself, its employees, agents, independent contractors, guest or invitees.

(c) Notwithstanding anything to the contrary in this Agreement, the parties hereto each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

(d) Nothing herein contained shall be construed as a waiver of, nor is it intended in any way to waive, alter, or otherwise amend, Sussex County's immunity under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act.

(e) This provision shall survive the expiration or other termination of this Agreement.

13. **WARRANTY.** ISP and Sussex County each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

14. **ENVIRONMENTAL.**

(a) ISP agrees that it will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to ISP's activity conducted in, or on the Towers and the Property.

(b) ISP agrees to hold harmless and indemnify Sussex County from, and to assume all duties, responsibilities, and liabilities at its sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) ISP's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnification contained in this paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this paragraph will survive the expiration or termination of this Agreement.

(d) In the event ISP becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in ISP's sole determination, renders the condition of the Tower, Premises or Property unsuitable for ISP's use, or if ISP believes that the leasing or continued leasing of the Premises would expose ISP to undue risks of government action, intervention or third-party liability, ISP will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Sussex County.

15. **ACCESS.**

(a) ISP acknowledges that Sussex County shall retain unfettered access to and shared use of the Towers identified herein. At no time shall ISP prohibit Sussex County from gaining access thereto or otherwise interfere with Sussex County's use of the Towers for any reason or purpose. At all times throughout the Term of this Agreement, Sussex County, its elected and appointed officials, employees, representatives, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property upon which the Towers are located, from an open and improved public road to the premises, for the maintenance, use and operation of the Towers and any utilities serving the premises.

(b) Throughout the Term of this Agreement, and at no additional charge to ISP, ISP, its employees, agents, and subcontractors, shall have pedestrian and vehicular access to and over the Property upon which the Towers are located, from an open and improved public road to the Towers, for the maintenance, use and operation of the Equipment and any utilities serving the premises. ISP shall be

permitted access to the Towers only when accompanied by a Sussex County employee, or other designated representative or agent of Sussex County. To ensure availability of a Sussex County employee, or other designated representative or agent of Sussex County, ISP must provide Sussex County with at least twenty-four (24) hours' notice prior to gaining access to the Towers.

16. EQUIPMENT AS ISP'S PERSONAL PROPERTY. All portions of the Equipment brought onto the Property by ISP will be and remain ISP's personal property. Sussex County covenants and agrees that no part of the Equipment constructed, erected or placed on the Towers by ISP will become, or be considered as being affixed to or a part of, the Tower or the Property upon which the Tower is located, it being the specific intention of Sussex County that all improvements of every kind and nature constructed, erected or placed by ISP on the Towers will be and remain the property of the ISP and shall be removed by ISP in accordance with paragraph 18 at the expiration of the Term or other termination of this Agreement.

17. MAINTENANCE/UTILITIES.

(a) ISP will keep and maintain the Towers in good condition, reasonable wear and tear and damage from the elements excepted. Sussex County will maintain and repair the Property upon which the Towers are located and access thereto, in good condition, subject to reasonable wear and tear and damage from the elements.

(b) ISP will be responsible for paying on a monthly or quarterly basis as Rent all utilities charges for any utility used or consumed by ISP on the premises as part of its operation of the Equipment on the Towers.

18. REMOVAL OF EQUIPMENT. At the expiration of the Term or earlier termination of this Agreement, ISP shall, at ISP's sole cost and expense, remove all Equipment from all Towers identified herein. Upon removal of the Equipment, ISP shall restore the Towers, and any affected area of the Property surrounding the Towers which ISP damaged during the removal thereof, to its original condition, reasonable wear and tear and loss by casualty or other causes beyond ISP's control excepted. If ISP's removal and restoration have not been completed by ISP within thirty (30) days of the expiration or earlier termination of this Agreement, Sussex County may hire a contractor to complete the removal of ISP's Equipment and restoration process at ISP's sole cost and expense. The cost thereof shall be Rent hereunder payable to Sussex County as previously set forth herein. Within ten (10) days of its receipt of an invoice therefor, ISP shall remit payment to Sussex County for all costs it incurred. In the event ISP fails to make timely payment to Sussex County as required, Sussex County shall have the right to exercise any and all rights and remedies available to it under law and equity. In the event Sussex County must file suit to enforce this provision, ISP shall also be liable for all costs Sussex County incurs in relation to the suit, including, but not limited to, court costs, expenses, reasonable attorneys' fees, and the like. This provision shall survive the expiration or other termination of this Agreement.

19. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by ISP and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Sussex County of such failure to pay; (ii) failure to remedy any interruption in the guaranteed, continuous and uninterrupted Services within twenty-four (24) hours as set forth in paragraph 8; (iii) failure to remedy ISP's interference within twenty-four (24) hours as defined and more fully set forth in paragraph 11; or (iv) ISP's failure to perform any other term or condition under this Agreement within

thirty (30) days after receipt of written notice from Sussex County specifying the failure;. No such failure, however, will be deemed to exist if ISP has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of ISP. If ISP remains in default beyond any applicable cure period, Sussex County will have the right to exercise any and all rights and remedies available to it under law and equity, including, but not limited to, the additional remedies set forth in paragraph 26 hereof. If ISP's default is not cured within applicable time periods, Sussex County shall have the right to terminate this Agreement immediately upon providing ISP with written notice of said termination.

(b) The following will be deemed a default by Sussex County and a breach of this Agreement. Sussex County's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from ISP specifying the failure. No such failure, however, will be deemed to exist if Sussex County has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Sussex County. If Sussex County remains in default beyond any applicable cure period, ISP will have the right to exercise any and all rights available to it under law and equity, including the right to cure Sussex County's default and to deduct the costs of such cure from any monies due to Sussex County by ISP.

20. ASSIGNMENT/SUBLEASE. ISP shall not have the right to assign or sublet its rights under this Agreement, in whole or in part, without first obtaining Sussex County's express written consent. In the event Sussex County consents to ISP's request to assign or sublet as herein provided, the assignee or sublessee shall be required to assume, recognize and agree to become responsible to Sussex County for the performance of all terms and conditions of this Agreement.

21. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to ISP: _____

With a copy to: _____

If to Sussex County: Director of Information Technology
Sussex County
2 The Circle
P.O. Box 589
Georgetown, DE 19947

With a copy to: J. Everett Moore, Jr., Esquire
Sussex County Attorney
Moore & Rutt, P.A.
122 W. Market Street
P.O. Box 554
Georgetown, DE 19947

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

22. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

23. CONDEMNATION. In the event Sussex County receives notification of any condemnation proceedings affecting the Property upon which any of the Towers are located, Sussex County will provide notice of the proceeding to ISP within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in ISP's sole determination, to render the Towers unsuitable for ISP, this Agreement will terminate as of the date the title vests in the condemning authority.

24. CASUALTY. Sussex County will provide notice to ISP of any casualty affecting the Towers on the Property within forty-eight (48) hours of the casualty. If any part of the Towers on the Property is damaged by fire or other casualty so as to render the Towers unsuitable for ISP's permitted use, then Sussex County may terminate this Agreement by providing written notice to ISP, which termination will be effective as of the date of such damage or destruction.

25. WAIVER OF SUSSEX COUNTY'S LIENS. Sussex County waives any and all lien rights it may have, statutory or otherwise, concerning the Equipment or any portion thereof. The Equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Sussex County consents to ISP's right to remove all or any portion of the Equipment from time to time in ISP's sole discretion and without Sussex County's consent, provided that such removal does not interfere with or disrupt service to Sussex County citizens as required by this Agreement.

26. REPAYMENT IN EVENT OF DEFAULT. Subject to ISP's ability to cure any interrupted Services pursuant to paragraph 8, Sussex County shall be entitled to recapture all subsidies Sussex County tendered to the State of Delaware in accordance with paragraph 5 in the event ISP fails to provide guaranteed continuous and uninterrupted Services during the entire Term of this Agreement, as well as during ISP's access, lease or license agreement with the State of Delaware, or ISP ceases to operate during the Term. Such events shall constitute ISP's material noncompliance and default hereunder which shall trigger ISP's obligation to repay to Sussex County all subsidies Sussex County tendered to the State of Delaware, as aforesaid, together with interest thereon at the legal rate from the date Sussex County tendered any such payment to the State of Delaware. In the event Sussex County's right to recapture said subsidies is triggered, Sussex County shall provide ISP with written notice thereof, whereafter ISP shall tender payment

in full, together with interest thereon, no later than thirty (30) days from ISP's receipt of said notice. In the event ISP fails to make timely payment to Sussex County as required, Sussex County shall have the right to exercise any and all rights and remedies available to it under law and equity. In the event Sussex County must file suit to enforce this provision, ISP shall also be liable for all costs Sussex County incurs in relation to the suit, including, but not limited to, court costs, expenses, reasonable attorneys' fees, and the like. This provision shall survive the expiration or other termination of this Agreement.

27. SALE OF PROPERTY. If, at any time during the Term of this Agreement, Sussex County decides to sell any or all of any Property upon which any Towers are located, Sussex County shall promptly notify ISP in writing. Such sale shall only be subject to this Agreement and ISP's rights hereunder if the purchaser of the Towers and Property upon which any Tower is located shall specifically agree to take title subject to this Agreement. If the purchaser does not so agree, Sussex County may terminate this Agreement as to the Tower(s) being purchased upon sixty (60) days' written notice to ISP.

28. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Sussex County and an authorized agent of the ISP. No provision may be waived except in a writing signed by both parties.

(b) **Parties Defined.** For purposes of this Agreement, all references to Sussex County shall include its appointed and elected officials, employees, subcontractors, agents and representatives. All references to ISP shall include its directors, officers, employees, subcontractors, agents and representatives.

(c) **Binding Agreement.** This Agreement is a license which is personal to the ISP. Except as otherwise provided for herein, ISP's rights shall automatically terminate at the expiration of the Term of this Agreement. The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties, but shall not be binding upon or inure to the benefit of their respective heirs, executors, administrators, successors and assigns unless specifically agreed to in writing by the parties. Nothing herein shall be construed to create a burden that runs with or binds the land.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the State of Delaware without regard to its conflicts of law principles, venue lying in Sussex County

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions and headings are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **No Agency or Partnership.** Nothing contained herein shall be construed or deemed by either party or any third person to create the relationship of principal and agent or create a partnership, joint venture, or any other association between the parties.

(h) **Time of the Essence.** Time is of the essence with respect to all terms of this Agreement.

(i) **Counterparts; Electronic Signatures.** This Agreement may be executed in 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

LICENSOR:

SUSSEX COUNTY, a political subdivision of the State of Delaware

By: _____ (SEAL)

Michael H. Vincent, President
Sussex County Council

Attest: _____

Robin Griffith, Clerk of the
Sussex County Council

Date

LICENSEE:

_____, a _____ of the
State of _____

By: _____ (SEAL)

Print Name and Title

Attest: _____

Print Name and Title

Date

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
EQUIPMENT

EXHIBIT C

TOWERS AND PROPERTY DESCRIPTIONS INCLUDING TAX PARCEL NOS.

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
JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable I.G. Burton, III
The Honorable Robert B. Arlett

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

RE: ***SUSSEX COUNTY MAINTENANCE GARAGE, Project 17-09
Award Recommendation***

DATE: April 10, 2018

County Council included funding for a multi-function Sussex County Maintenance Garage in the 2017 Fiscal Year as well as the current budget year. The proposed 10,000 square foot facility would replace the existing, smaller single bay compromised shop used to service EMS vehicles as documented by the attached photographs.

The project was vetted over a series of meetings with all County stake holders. The final design represented a compromise splitting the building into three similarly sized functionality zones with a core support area. It will provide two full service automotive bays with three lifts capable of effectively servicing the entire County fleet, a radio shop with an associated high headroom bay for fire apparatus and conditioned space for EMS specialized storage needs. The latter will result in annual savings since the equipment is currently housed in a leased facility.

Invitations to bid were advertised in two (2) newspapers, viewable on the Sussex County website, and sent to thirty (30) companies. The project received significant interest and participation, with thirteen (13) companies attending the pre-bid meeting, and five (5) addenda clarifying a series of questions.

On March 27, 2018, five (5) bids were received and a copy of the bid results are attached. The bids ranged from \$2,012,710 to \$2,523,185, with an Engineer's estimate of \$2,000,000 reflecting a competitive bidding environment. The bid allowed for a number of base bid options and bid alternates. Base bid option A4 was the procurement of specialty equipment. It was determined, that the County would save a substantial amount if the items were procured directly and self-installed. In addition, only the roof construction bid alternate B3 offered substantial cost savings with no loss of building integrity to include it in the award recommendation.

In summary, the Engineering Department recommends award to Delmarva Veteran Builders, LLC, for their low bid in the amount of \$1,993,110.00 for base bid items A1, A2, A3, A5 and bid alternate B3.



SUSSEX COUNTY MAINTENANCE GARAGE
PROJECT NO. 17-09

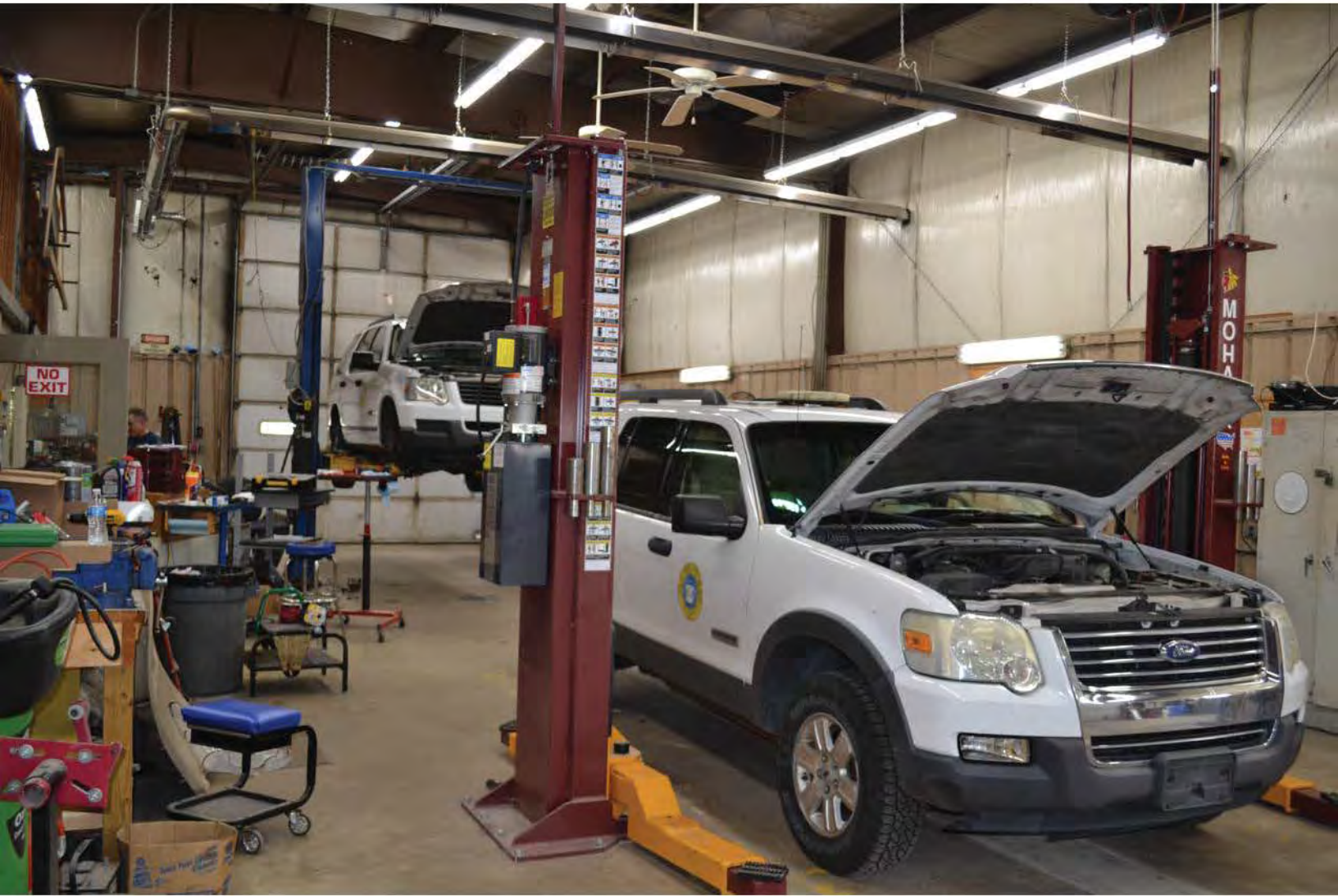
				Deimarva Veteran Builders		The Whyland Company		Richard Y. Johnson		GGI Builders		Kent Construction Co.	
Bid Item	Description of Work	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
PART A - BASE BID													
A-1	Mobilization	1	LS	\$104,835.00	\$104,835.00	\$114,000.00	\$114,000.00	\$103,333.00	\$103,333.00	\$115,695.00	\$115,695.00	\$9,502.00	\$9,502.00
A-2	Demolition	1	LS	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$22,646.00	\$22,646.00	\$22,000.00	\$22,000.00	\$57,587.00	\$57,587.00
A-3	Building Construction	1	LS	\$1,696,775.00	\$1,696,775.00	\$2,126,000.00	\$2,126,000.00	\$2,132,400.00	\$2,132,400.00	\$2,104,592.00	\$2,104,592.00	\$2,465,769.00	\$2,465,769.00
A-4	Procurement & Installation of Additional Equipment	1	LS	\$80,100.00	\$80,100.00	\$21,000.00	\$21,000.00	\$36,555.00	\$36,555.00	\$55,813.00	\$55,813.00	\$31,142.00	\$31,142.00
A-5	Site Pad Preparation Allowance	1	Varies	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
TOTAL FOR PART A					\$2,112,710.00		\$2,289,000.00		\$2,310,934.00		\$2,313,900.00		\$2,600,000.00
PART B - Stipulated Bid Items													
B-1	Construct PENB	1	LS	-\$19,300.00	-\$19,300.00	-\$9,000.00	-\$9,000.00	-\$7,486.00	-\$7,486.00	-\$16,392.00	-\$16,392.00	-\$41,000.00	-\$41,000.00
B-2	Delete Automotive Fluid Delivery System	1	LS	-\$22,600.00	-\$22,600.00	-\$22,000.00	-\$22,000.00	-\$12,000.00	-\$12,000.00	-\$12,000.00	-\$12,000.00	-\$36,000.00	-\$36,000.00
B-3	Replace Insulated Metal Roof with Conventional Roof System	1	LS	-\$39,500.00	-\$39,500.00	-\$30,000.00	-\$30,000.00	-\$53,588.00	-\$53,588.00	-\$26,814.00	-\$26,814.00	\$60,875.00	\$60,875.00
B-4	Replace Stonhard Concrete Floor Finish	1	LS	-\$19,600.00	-\$19,600.00	-\$32,000.00	-\$32,000.00	-\$31,945.00	-\$31,945.00	-\$40,283.00	-\$40,283.00	-\$60,690.00	-\$60,690.00
TOTAL FOR PART B					-\$100,000.00		-\$93,000.00		-\$105,019.00		-\$95,489.00		-\$76,815.00
TOTAL BID (PART A & B)					\$2,012,710.00		\$2,196,000.00		\$2,205,915.00		\$2,218,411.00		\$2,523,185.00

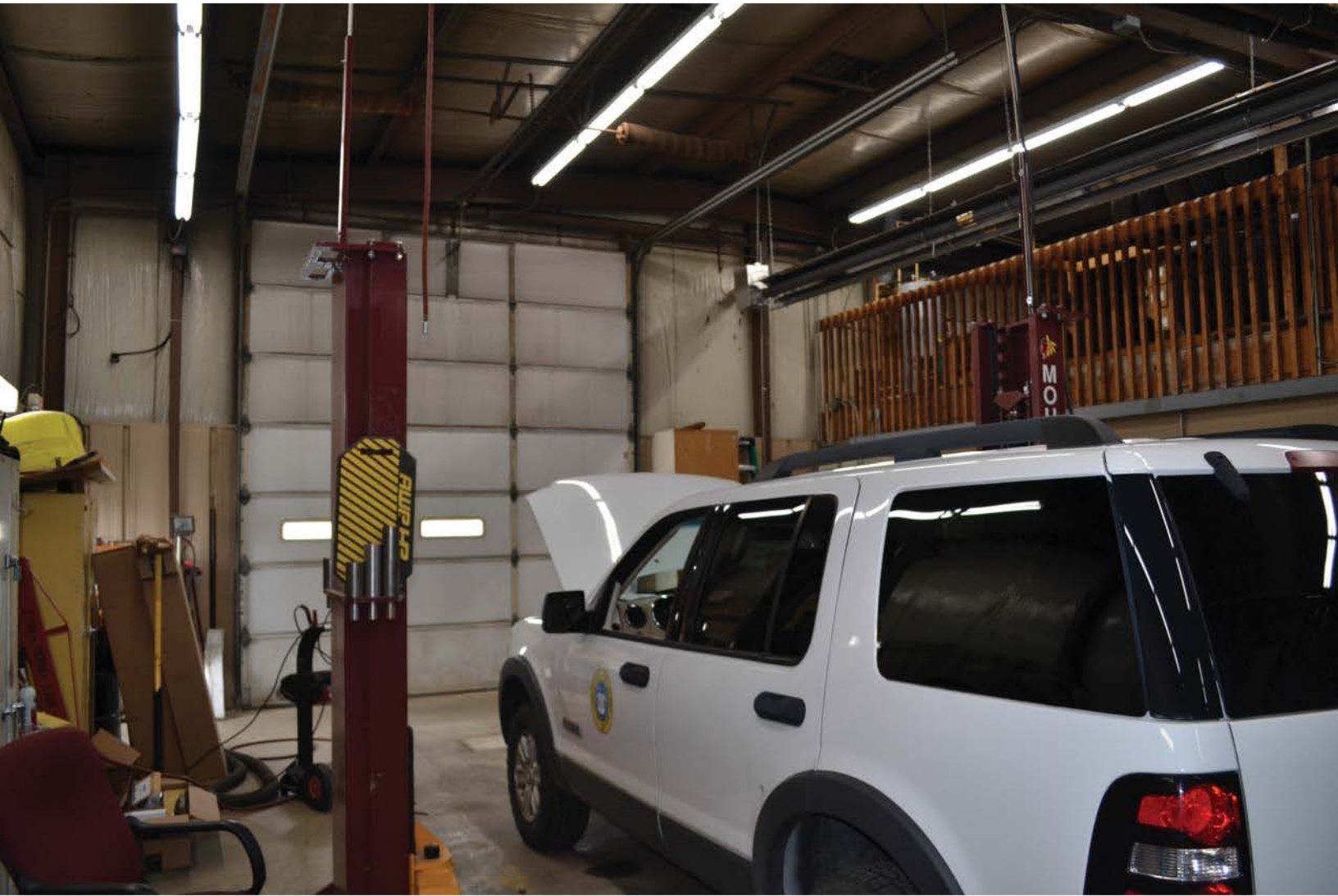


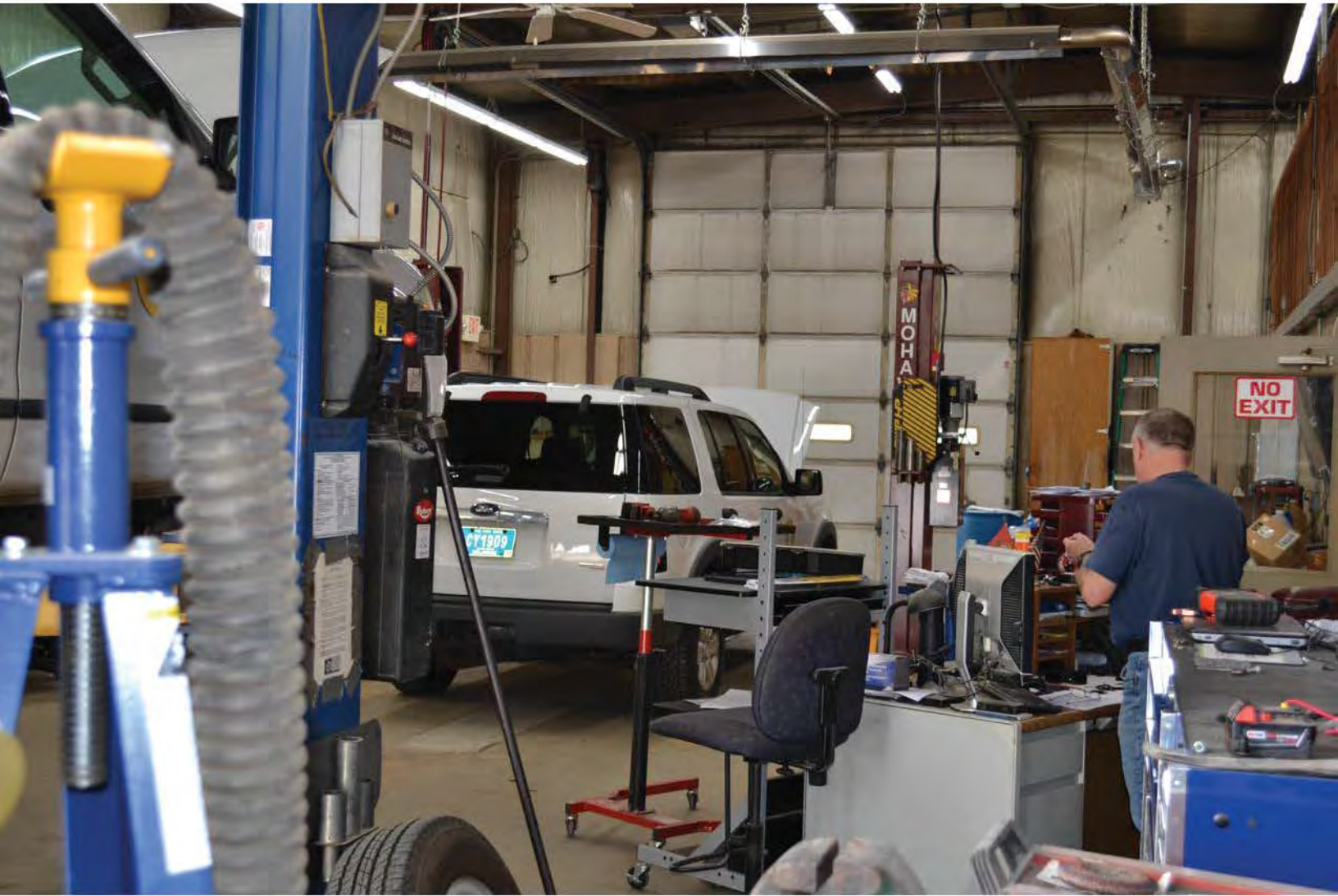












ENGINEERING DEPARTMENT

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Sussex County

DELAWARE
sussexcountyde.gov
HANS M. MEDLARZ, P.E.
COUNTY ENGINEER
JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable George B. Cole, Vice President
The Honorable Samuel R. Wilson, Jr.
The Honorable I.G. Burton, III
The Honorable Robert B. Arlett

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

RE: **RT-54 SEWER EXPANSION OF THE FENWICK ISLAND SANITARY
SEWER DISTRICT AREA**
PROJECT NO. 14-10; CHANGE ORDER #1

DATE: April 10, 2018

On June 20, 2017, bids were received for contract 14-10 providing expanded sewer service to the Williamsville area of Route 54, approximately from Sound Church Road to Dickerson Road. The project was awarded to George & Lynch in the amount of \$2,230,511.00 with a notice to proceed of October 4th, 2017.

On July 18th, 2017, County Council approved the request to further expand the sewer district (Williamsville Phase II Expansion) to include parcels along Route 54 and West Line Road (CR 396). This new expansion area, which was slightly larger than originally planned, included six (6) parcels that were not served as part of the original contract so additional infrastructure is needed to provide them with service. As shown in line item no.1, the additional infrastructure would increase the contract price by \$70,705.85. In addition, unforeseen conditions have resulted in the need to replace 275 linear feet (L.F.) of DeIDOT type I-6 curb which will increase the contract price by \$24,285.25. The existing curbing was completely covered with grass and soil and was not known to exist until exposed by construction related activities. Both items combined will increase the contract price by \$90,340.00 and extend the contract time by 14-calendar days.

The contract price increase will be offset by decreasing unstipulated contingent bid items that are not needed to complete the contract. As shown in line item no.2, the deletion of 2,000 L.F of bid item C-5 (Well Pointing) will decrease the contract price by \$90,340.00 and the deletion of 200 hours of bid item C-2 (On-site soil testing) will decrease the contract price by \$11,600.00. Both items combined will decrease the contract price by \$101,940.00. The net change from this change order reduces the contract amount by (\$6,948.90); thereby lowering the total contract amount to \$2,223,562.10.

In addition to the 14-calendar day extension related to line item no.1, a non-compensatory 10 calendar day extension is being requested due to existing utility conflicts and weather-related delays for a total of 24-calendar days. The Engineering Department recommends approval of Change Order No.1.



DATE: 3/30/2018

STATE: Delaware

SEPARATELY FUNDED PROJECT

COUNTY: Sussex

CONTRACT CHANGE ORDER

CONTRACT FOR: Route 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District (FISSD)

OWNER: Sussex County Engineering Department

To: George & Lynch, Inc.
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE In Contract Price	INCREASE In Contract Price
(Line Item No. 1) Sewer system infrastructure (Williamsville Phase II). Replacement of 275 L.F. of DelDOT Type I-6 Curb (Unknown) Includes Non-Compensatory Contract Time Extension (14 Calendar Days)		\$ 70,705.85 \$ 24,285.25 \$ 0.00
(Line Item No. 2) Delete 2,000 L.F. of Unstipulated Cont. Bid Item C-5 (Well Pointing) Delete 200 Hours of Unstipulated Cont. Bid Item C-2 (On-Site Soil Testing)	\$ (90,340.00) \$ (11,600.00)	
(Line Item No. 3) - Non-Compensatory Contract Time Extensions (Existing Utility Conflict and Weather Related - 10 Calendar Days)		\$ 0.00
TOTALS	\$ (101,940.00)	\$ 94,991.10
NET CHANGE IN CONTRACT PRICE	\$ (6,948.90)	

JUSTIFICATION: **(Differing Site Condition) (Design Change) (Under Run in Quantities) (Factors Affecting Time of Completion)**

Sewer system infrastructure/expansion within the FISSD to include parcels along Lighthouse Road (SR-54 and West Line Road (CR-396) which was not part of the original Contract documents. Replacing damaged DelDOT Type I-6 curb that was covered by existing soils and was not known to exist. Decreasing Unstipulated Contingent Bid items that will not be needed to complete the Contract 14-10 work.

The original amount of the Contract: Two Million, Two Hundred Thirty Thousand, Five Hundred Eleven Dollars and Zero Cents: _____ Dollars (\$2,230,511.00)

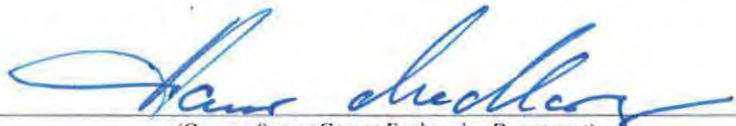
The amount of the Contract as adjusted by all previously approved Change Orders: Two Million, Two Hundred Thirty Thousand, Five Hundred Eleven Dollars and Zero Cents: _____ Dollars (\$2,230,511.00)

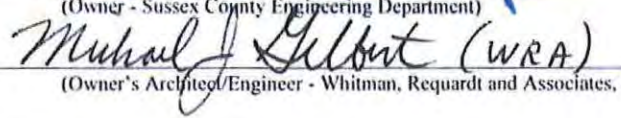
The amount of the Contract will be (Decreased) through this Change Order by the sum of: Six Thousand, Nine Hundred, Forty-Eight Dollars and Ninety Cents _____ Dollars (\$ 6,948.90)

The Contract Total including this and all previous Change Orders will be: Two Million, Two Hundred Twenty-Three Thousand, Five Hundred Sixty-Two Dollars and Ten Cents: _____ Dollars (\$2,223,562.10)

The Contract Period provided for completion will be (Increased) (Changed) by: _____ (+24) Calendar Days

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:  4/15/18
(Owner - Sussex County Engineering Department) (Date)

Recommended:  4/5/18
(Owner's Architect/Engineer - Whitman, Requardt and Associates, I.L.P.) (Date)

Accepted: _____ (Date)
(Contractor - George & Lynch, Inc.)

Approved by State of Delaware: _____ (Date)
(Dept. of Natural Resources and Environmental Control, Division of Water Resources)

After all four (4) copies of the Change Order have been signed and dated by authorized representatives of all the applicable parties in the spaces provided above, transmit one (1) copy to each party as listed below.

- () State of Delaware's Copy
- () Contractor's Copy
- () Borrower/Grantee's Copy
- () Architect/Engineer's Copy

Contract 14-10

Route 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District (FISSD) Change Order No. 1 - Cost Summary Sheet (Addition and/or Deletion of Various Items)

Change Order Cost Summary Sheet with Proposed Line Item Costs and/or Credits							
Line Item No.	Description of Individual PCO Line Items	Proposed Quantity	Unit	Unit Price	Actual Quantity	Contract Added Cost	Contract Credit
1	Provide/Install Sewer System Infrastructure (Williamsville Phase II)	1	LS	\$ 70,705.85		\$ 70,705.85	
	Replace/Install 275 L.F. of DelDOT Type I-6 Curb (SR-54)	275	LF	\$ 88.31		\$ 24,285.25	
	Non-Compensatory Contract Time Extension - 14 Calendar Days	1	LS	\$ -		\$ -	
2	Deletion of Unstipulated Bid Item C-2 and C-5 Quantities - (Credit)	1	LS	\$ (101,940.00)		\$ -	\$ (101,940.00)
3	Non-Compensatory Contract Time Extension - 10 Calendar Days (Existing Utility Conflict and Weather Related)	1	LS	\$ -		\$ -	\$ -

Sub-Totals for Costs and Credits	\$ 94,991.10	\$ (101,940.00)
Total Change Order No. 1 (Credit)		\$ (6,948.90)

Summary of Contract Change Orders - Contract 14-10

Original Contract Amount	\$ 2,230,511.00
Amount of Previous Change Orders: No. 0 through No. 0	\$ -
Contract Total Including Previous Change Orders	\$ 2,230,511.00
+	
Total of Change Order No. 1	Decrease \$ (6,948.90)
=	
Revised Contract No. 14-10 Total (Including Change Order No. 1 - Final)	\$ 2,223,562.10

Line Item No. 1

(Sewer System Infrastructure - Williamsville Phase II = \$70,705.85)

&

(Replacement of 275 L.F. of DelDOT Type I-6 Curb = \$24,285.25)

&

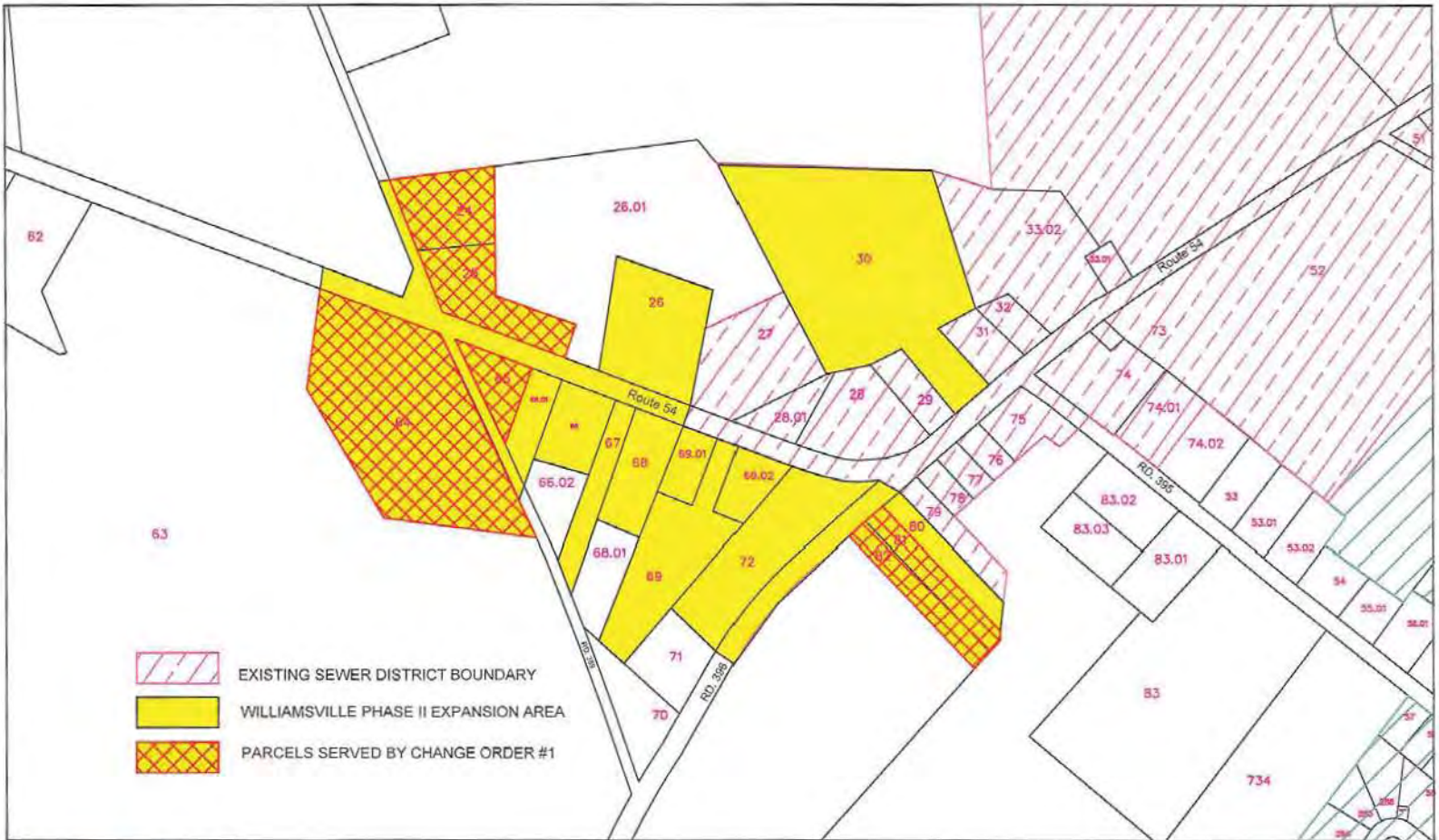
(14 Calendar Day Non-Compensatory Contract Time Extension = \$0.00)

March 22nd to April 4th, 2017: 14 CD's G&L's March 16th, 2018

Additional Work Related Request

=

Contract 14-10 Cost Increase = \$94,991.10



NOT TO SCALE

PROJECT NAME

ROUTE 54 EXPANSION C.O #1

WILLIAMSVILLE PHASE II EXPANSION OF THE SUSSEX COUNTY UNIFIED SEWER DISTRICT - FENWICK AREA

PROJECT #
14-10

DRAWN BY:
ADG

DATE: 04/10/18



March 16, 2018

Ref: 18M009

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

Attn: Anthony DiGiuseppe Jr.

RE: Route 54 Sewer Expansion of the FISSD --
Expanded Scope of Work Revision 2

Dear Mr. DiGiuseppe,

George & Lynch, Inc. is pleased to provide the following unit price proposal for the expanded Scope of work on the above referenced project.

Quantity		Description	Unit Price	Total
2	Ea	1 1/2" Grinder Pump Services	\$ 3,936.00	\$ 7,872.00
289	LF	1 1/2" DR11 Force Main via. Directional Drill	\$ 74.00	\$ 21,386.00
1	Ea	Terminal Flushing Connection	\$ 2,502.00	\$ 2,502.00
83	LF	8" PVC Gravity Sewer	\$ 216.05	\$ 17,932.15
4	Ea	8" x 6" PVC Tee Wyes	\$ 414.80	\$ 1,659.20
105	LF	6" PVC Sewer Laterals	\$ 129.70	\$ 13,618.50
1	Ea	8" Inline Cleanout	\$ 1,596.00	\$ 1,596.00
4	Ea	6" PVC Lateral Cleanouts	\$ 1,035.00	\$ 4,140.00
275	LF	DelDot Type I-6 Curb	\$ 88.31	\$ 24,285.25

In addition, we are formally requesting a 2 week extension of time on the project to perform the additional work.

If you have any questions regarding the proposal, please do not hesitate to contact me at 302-363-1532.

Sincerely,
GEORGE & LYNCH, INC.

Michael R. Megonigal
Process/Utilities Manager

Cc: Joe Wright
Mike Gilbert
Alex Brown
File

George & Lynch, Inc.
150 Lafferty Lane, Dover, DE 19901
Phone: 302-342-3128 / Fax: 302-342-3160 / E-mail: mmegonigal@geolyn.com

(1/3/18)

Need Change Order: GHL

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) 854-6033
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
JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

January 3, 2018

Mr. Alex Brown
George & Lynch, INC
150 Lafferty Lane
Dover, DE 19901

S-334 FM to
grass shoulder
DWG CIA
Sheet GA of 25

**RE: ROUTE 54 EXPANSION OF THE FENWICK ISLAND SANITARY SEWER DISTRICT
CONTRACT NO. 14-10
REQUEST FOR ADDITIONAL SERVICES**

On July 18th, 2017, Sussex County Council approved the request to expand the Fenwick Island Sanitary Sewer district to include parcels along Lighthouse Road (Route 54) and West Line Road (CR 396). Since the annexation took place after the Route 54 sewer project was designed, additional infrastructure is required to provide service to all parcels recently brought into the district. On August 8th, 2017, Sussex County Engineering Department provided George & Lynch revised construction plans that included a design to serve the newly expanded service area. A change order will need to be submitted by George & Lynch to cover all costs associated with the work which was not part of the original contract documents.

The revised construction drawings were sent to DeIDOT for review on November 9th, 2017 since the supplemental work is not covered under the existing utility permit. Scott Rust, the South District Utilities manager, approved the installation of the additional 83 linear feet of 8" sewer down West Line Road but requested the 1.5" forcemain (station 64+37.74 to 67+25.99) be moved from underneath the hotmix to the grass shoulder on the south side of Route 54. The inline terminal flushing connection and the grinder pump isolation valve will also need to be relocated to the grass shoulder. These adjustments should be noted as field changes since no modifications will be made to the construction drawings. George & Lynch may elect to install the forcemain by directional drill or open cut methods. Any utility poles needing to be braced shall be coordinated with Delmarva Power and any road closures will require approval from DeIDOT's traffic safety department.

If you have any questions or concerns, please contact me by email or by phone at 302-855-7839.

Thanks,

Anthony DiGiuseppe Jr.
Sussex County Engineering



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

Line Item No. 2

Delete 2,000 L.F. of Unstipulated Cont. Bid Item C-5 (Well Pointing) =
(\$93,340.00)

&

Delete 200 Hours of Unstipulated Cont. Bid Item C-2 (On-Site Soil Testing) =
(\$11,600.00)

Contract 14-10 Cost Credit = (\$101,940.00)

Contract 14-10

**Route 54 Sewer Expansion of the Fenwick Island Sanitary Sewer District (FISSD)
C.O. No. 1 - Credit
(Includes Deletion of Unstipulated Contingent Bid Item Quantities Change Order Cost Summary Sheet)**

Adjustment and Deletion of (Underrun) Part C - Unstipulated Unit Price Bid Items for Change Order No. 1

Item No.	Description	Bid		Unit Price	Reduced Quantity	Remaining Quantity	DEDUCT
		Quantity	Unit				
Part C - Deletion of Unstipulated Contingent Bid Items							
C-2	Contingent On-Site Soil Testing	500	HR	\$58.00	200.0	300.0	\$ (11,600.00)
C-5	Contingent Well Pointing	5,100	LF	\$45.17	2000.0	3,100.0	\$ (90,340.00)

Subtotals for Part C: \$ (101,940.00)

Grand Total = Part (C): \$ (101,940.00)

Deletion of Unused 14-10 Part C Unstipulated Bid Item Quantities for C.O. 1 Decrease \$ (101,940.00)

Line Item No. 3

10 Calendar Days (CD's) Non-Compensatory Contract Time Extension

March 14th to March 15th, 2017: 2 CD's G&L's October 24th, 2017
Utility Related Delay Request

March 16th to March 21st, 2017: 6 CD's G&L's January 25th, 2018
Weather Related Delay Request

April 5th to April 6th, 2018: 2 CD's G&L's March 23rd, 2018
Weather Related Delay Request

Contract 14-10 Cost Increase = \$0.00



February 5th, 2018

Alex Brown
George & Lynch, Inc.
150 Lafferty Lane
Dover, Delaware 19901

Re: Sussex County Contract 14-10 - Route 54 Sewer Expansion
Fenwick Island Sanitary Sewer District (FISSD)
G&L Contract Time Extension Request Review

Dear Mr. Brown:

WRA has received George & Lynch, Inc.'s (G&L) October 24th, 2017 and January 25th, 2018 letters requesting a (2) calendar day and an (8) calendar day, time extension (understood by WRA to be non-compensatory) on the Fenwick Island Sanitary Sewer District (FISSD) - Route 54 Sewer Expansion project (Contract 14-10). The purpose of this correspondence is to provide WRA's assessment of G&L's request and formally state our recommendation to Sussex County Engineering Department (SCED).

Utility Related Delays: G&L's October 24th, 2018 letter (and corresponding e-mails) claims that conflicts with existing utilities, as revealed during G&L test pitting operations, resulted in a SCED confirmed, (2) calendar day delay (October 24th and October 25th, 2017) in starting installation of the proposed 15" gravity sewer at manhole S-303.

Based upon the impacts to the G&L planned work activities (for these dates), WRA will make recommendation that (2) calendar days be approved by Sussex County Engineering Department (SCED) where the critical "lowest elevation starting point" pipe installation work could be performed.

Weather Related Items: G&L's January 25th, 2018 letter references (2) weather events where G&L claims "lost work days" as a direct result of inclement weather (excessive cold and snow/blizzard) events. Regarding any Contract time extension consideration for inclement weather dates, specification section 00700-4.05C(2) states that the Contractor shall be entitled to an "equitable adjustment" in Contract Times if "abnormal weather" conditions are encountered.

Of the dates claimed, 1/2/18 and 1/3/18 (2 calendar days) will not be recommended by WRA as G&L did not mobilize (or make an attempt to mobilize) work forces to the project site (according to SCED's on-site RPR). Although the weather was cold, the weather was dry and work activities were not shown (or proven) to be severely restricted or curtailed due to excessive cold conditions, frozen ground surface and/or impeded borrow source material acquisition.

As for the period containing the referenced dates of 1/4/18 through 1/9/18, a significant/excessive snowfall accumulation event (blizzard on 1/4/18) resulted in the loss of planned work activities, not only during the initial scheduled 1/4/18 work day, but also into part of the following scheduled work week (through 1/9/18) due to remaining accumulated snow within the site access and site active work areas.

Based upon the confirmed extent of these weather-related impacts to the G&L planned work activities (for these dates) and the observed above normal snowfall accumulation amounts within the project work area, WRA will make recommendation that (6) calendar days be approved by Sussex County Engineering Department (SCED) where no "significant" pipe installation work could be performed along SR-54 (or other roadways) due to the "abnormal weather" conditions.

In accordance with the Contract documents, the lost work days for these referenced "inclement weather" dates, totaling (6) Contract calendar days, could be considered as an unavoidable natural catastrophe and eligible for a non-compensatory contract time extension.

In summary, WRA hereby makes our recommendation that a non-compensatory time extension of (8) Contract calendar days, for work progress delays associated with the above referenced existing utility conflicts (2 days) and abnormal weather related events to date (1/4/18 blizzard = 6 days) be reviewed and approved by SCED. Pending SCED's review of WRA's recommendation and SCED's final decision, a total (8) Contract calendar day time extension (or any SCED approved portion thereof) will be accounted for as part of the anticipated Change Order No. 1 documents. Once approved, the Contract deadline for Contract 14-10 will be extended from the current Contract Completion Date of March 13th, 2018 to a revised Contract Completion date of March 21st, 2018.

In closing, George & Lynch, Inc. is to make every effort to schedule and successfully complete all required sewer system expansion work, including all required, final road restoration work associated with the project by no later than the proposed/revised Contract Completion date of March 21st, 2018. Any future time extension requests must be based "outside the referenced details" of this specific Contract time extension request and must be clearly presented by G&L to both SCED and WRA project managers under separate cover.

Very truly yours,

Whitman, Requardt & Associates, LLP



Michael J. Gilbert

cc: Joe Wright, P.E. (Sussex County)
Anthony DiGiuseppe, Jr. (Sussex County)
Duane Beck (Sussex County)
Will F. Hinz, P.E. (WRA)
File No: 14256-023





October 24, 2017

Mr. Anthony DiGiuseppe, Jr
Sussex County Engineering Department
2 The Circle
Georgetown, Delaware 19947

Re: FISSD Contract 14-10 Time Extension

Dear Mr. DiGiuseppe:

As discussed in our last progress meeting we have suffered a delay in starting this project due to precast structures not being constructed in a timely manner. As there is only one major precast structure supplier in the area we are at the mercy of their construction schedule. Based off this delay we are requesting the County consider extending the contract time as this delay was out of our control. On September 8, 2017 we received the manhole submittal returned approved as noted and forwarded this information to the precast supplier and gave instruction to put manholes into their production schedule. On October 10, 2017 we received a production schedule showing the first manhole going into production on October 2, 2017 and being ready October 4, 2017. This is 17 days after our notice to proceed date. As you are aware we are also delayed by utility conflicts at this time. Any consideration on a time extension is appreciated.

If you require any additional information, or backup of these details I have emails and the production schedule that I can provide for you. I can be reached by telephone at (302) 363-2546, or via e-mail at abrown@geolyn.com. Thank you.

Sincerely,

Alex Brown
Project Manager

George & Lynch, Inc.
150 Lafferty Lane / Dover, Delaware 19901
Telephone 302-736-3031 / Fax 302-734-9743 / WWW.GEOLYN.COM

Infrastructure Contractor—Since 1923

Gilbert, Michael

From: Alex Brown <abrown@geolyn.com>
Sent: Thursday, October 26, 2017 3:56 PM
To: Joe Wright
Cc: Gilbert, Michael; Anthony Digiuseppe Jr.; Duane Beck
Subject: RE: FISSD Rt 54 Sewer Expansion Time Extension Request

I agree with all of this. Thanks.

Alex Brown
Project Manager/Estimator
George & Lynch, Inc.
150 Lafferty Lane
Dover, DE 19901
(p) 302-736-3031 | (m) 302-363-2546 | (f) 302-734-9743



Disclaimer: This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

From: Joe Wright [mailto:joe.wright@sussexcountyde.gov]
Sent: Thursday, October 26, 2017 3:54 PM
To: Alex Brown <abrown@geolyn.com>
Cc: Gilbert, Michael <mgilbert@wrallp.com>; Anthony Digiuseppe Jr. <aadigiuseppe@sussexcountyde.gov>; Duane Beck <dbeck@sussexcountyde.gov>
Subject: RE: FISSD Rt 54 Sewer Expansion Time Extension Request

Alex

Without setting precedence to other current or future projects as details are specific to each contract, we are willing to grant an extension. However, rather than grant it as a time extension, we propose to revise the NTP for a start date of October 4. We will forward separately unless you have concern with this method.

As for utility delays, we acknowledge 2 days, October 24, 25 related to test pit information review and resolution. We'll review this again at the next progress meeting, along with weather related or other delays, and document at that time for the record. Please advise if you concur. Thanks

From: Alex Brown [mailto:abrown@geolyn.com]
Sent: Tuesday, October 24, 2017 1:51 PM
To: Anthony Digiuseppe Jr. <aadigiuseppe@sussexcountyde.gov>
Cc: Joe Wright <joe.wright@sussexcountyde.gov>; Gilbert, Michael <mgilbert@wrallp.com>
Subject: FISSD Rt 54 Sewer Expansion Time Extension Request



January 25, 2018

Mr. Mike Gilbert
Whitman, Requardt, & Associates, LLP
21513 Rudder Lane
Georgetown, Delaware 19947

Re: FISSD Contract 14-10 Time Extension

Dear Mr. Gilbert:

We are hereby requesting a non-compensatory time extension of eight days for the following dates 1/2/18-1/9/18. Our crews had been planning to install laterals on the week of 1/2/18-1/5/18, on the 2nd and 3rd we were faced with subfreezing temperatures, which lead to the ground and our onsite soils stockpiles being frozen. Our approved borrow source also had frozen soil conditions preventing us from importing soils. The frozen soil conditions did not allow us to have any suitable material for backfilling of lateral trenches. On 1/4/18 the site was impacted by blizzard conditions, which prevented us from being able to perform any contract work through 1/9/18. On 1/9/18 we returned to the project site and performed snow removal operations to allow us to perform contract work on the following day. Crews were able to return to work on 1/10/18 and perform contract work again.

If you require any additional information, or backup of these details I can be reached by telephone at (302) 363-2546, or via e-mail at abrown@geolyn.com. Thank you.

Sincerely,

Alex Brown
Project Manager

George & Lynch, Inc.
150 Lafferty Lane / Dover, Delaware 19901
Telephone 302-736-3031 / Fax 302-734-9743 / WWW.GEOLYN.COM

Infrastructure Contractor—Since 1923



March 26th, 2018

Alex Brown
George & Lynch, Inc.
150 Lafferty Lane
Dover, Delaware 19901

Re: Sussex County Contract 14-10 - Route 54 Sewer Expansion
Fenwick Island Sanitary Sewer District (FISSD)
G&L Contract Time Extension Request Review

Dear Mr. Brown:

WRA has received George & Lynch, Inc.'s (G&L) March 23rd, 2018 letter requesting a (2) calendar day, non-compensatory, Contract time extension on the Fenwick Island Sanitary Sewer District (FISSD) - Route 54 Sewer Expansion project (Contract 14-10). The purpose of this correspondence is to provide WRA's assessment of G&L's request and formally state our recommendation to Sussex County Engineering Department (SCED).

Weather Related Item: G&L's March 23rd, 2018 letter references (1) weather event where G&L claims "lost work days" as a direct result of an inclement weather (rain and snow "nor-easter") event. Regarding any Contract time extension consideration for inclement weather dates, specification section 00700-4.05C(2) states that the Contractor shall be entitled to an "equitable adjustment" in Contract Times if "abnormal weather" conditions are encountered.

As for the period containing the referenced dates of 3/20/18 and 3/21/18, a significant storm resulted in the loss or shut-down of planned work activities scheduled within the site active work areas on these dates.

Based upon the site confirmed extent of these weather-related impacts to the G&L planned work activities (for these dates) and the observed rainfall, snow and wind impacts within the project work area, these lost work days, totaling (2) Contract calendar days, could be considered as unavoidable due to the "abnormal weather" conditions. Therefore, in accordance with the Contract documents, WRA will make recommendation that (2) calendar days be authorized by Sussex County Engineering Department (SCED) where no "significant" gravity sewer or sewer lateral pipe installation work could be performed along SR-54 (or other roadways).

In summary, WRA hereby makes our recommendation that a non-compensatory time extension of (2) Contract calendar days, for work progress delays associated with the above referenced weather related event of 3/20/18 and 3/21/18 be reviewed and authorized by SCED. Based upon review and approval by SCED of WRA's recommendation regarding this extension, a total (2) Contract calendar day time extension will be accounted for as part of future anticipated Change Order documents. Once these documents are formally approved and signed by Sussex County Council, the Contract deadline for Contract 14-10 will be extended by (2) additional calendar days from the current pending Contract Completion Date of April 4th, 2018 (which includes previous "14" and "8" calendar day extension requests for the revised/added West Line Road sewer infrastructure expansion and other utility/weather related items) to a revised Contract Completion date of April 6th, 2018.

801 South Caroline Street

Baltimore, Maryland 21231

www.wrallp.com · Phone: 410.235.3450 · Fax: 410.243.5716

In closing, George & Lynch, Inc. is to make every effort to schedule and successfully complete all required sewer system expansion work, including all required testing and final road restoration work associated with the project by no later than the proposed/revised Contract Completion date of April 6th, 2018. Any future time extension requests must be based "outside the referenced details" of this specific Contract time extension request and must be clearly presented by G&L to both SCED and WRA project managers under separate cover.

Very truly yours,
Whitman, Requardt & Associates, LLP



Michael J. Gilbert

cc: Joe Wright, P.E. (Sussex County)
Anthony DiGiuseppe, Jr. (Sussex County)
Duane Beck (Sussex County)
Will F. Hinz, P.E. (WRA)
File No: 14256-023





March 23, 2018

Mr. Mike Gilbert
Whitman, Requardt, & Associates, LLP
21513 Rudder Lane
Georgetown, Delaware 19947

Re: FISSD Contract 14-10 Time Extension

Dear Mr. Gilbert:

We are hereby requesting a non-compensatory time extension of two days for the following dates 3/20/18 and 3/21/18. On these two days the site was impacted by rain and snow from a noreaster that impacted the area, there was a state of emergency issued for 3/20/18 and weather conditions prevented work through 3/22/18. Crews were able to return to work on 3/23/18 and perform contract work again.

If you require any additional information, or backup of these details I can be reached by telephone at (302) 363-2546, or via e-mail at abrown@geolyn.com. Thank you.

Sincerely,

Alex Brown
Project Manager

George & Lynch, Inc.
150 Lafferty Lane / Dover, Delaware 19901
Telephone 302-736-3031 / Fax 302-734-9743 / WWW.GEOLYN.COM

Infrastructure Contractor—Since 1923

Arbor-Lyn Expansion Facts

- Permission to post was granted on February 27, 2018 for an Expansion of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) for the Arbor-Lyn project on Warrington Road.
 - Requested by Limitless Development Consultants, LLC.
 - The Engineering Department has worked with the consulting engineers to identify a connection for sewer service for parcels 334-12.00-127.02, 127.04 & 127.05.
 - The expansion will consist of 35.46 acres ± and is proposed at 144 EDUs.
 - When we requested permission to post the Engineering Department requested to include parcel 124.01 since the project as designed will provide a connection for the parcel. We contacted the owner and he has asked to not connect stated his system was inspected in 2014.
 - We have received his permit and bill for work completed in 2014 for approx. \$1500 in repairs. The Engineering Department would like to include in this parcel in the boundary to avoid the hole in the district regardless of whether Council requires an immediate connection.
 - The project will be responsible for System Connection Charges of \$6,360.00 per EDU based on current rates.
 - Since the February 27th meeting we have received a request for annexation for the adjacent parcel 334-12.00-125.00 to the sewer district, this parcel is proposed for the new Beebe Healthcare – Rehoboth Campus. We could include at this time an eliminate the need for another Public Hearing.
-

PUBLIC NOTICE

EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
ARBOR-LYN EXPANSION – WEST REHOBOTH AREA
FILE NUMBER: OM 9.04-67

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on February 27, 2018, to consider expanding the boundary of the West Rehoboth Area of the Sussex County Unified Sanitary Sewer District (SCUSSD) to include properties situated on the north side of County Road 275 (Warrington Road). The parcels are located in the Lewes and Rehoboth Hundred, Sussex County, Delaware and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

BEGINNING at a point, situate at the intersection of the southerly right of way (ROW) of Warrington Road, a point on the existing boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), and the northwesternmost property corner of lands now or formerly (N/F) of Robert J. & Barbara F. Redden, Trustees; thence following said ROW in a westerly direction a distance of 1,821 feet± to a point, said point being on the northerly property line of lands N/F of J.G. Townsend, Jr. Co.; thence leaving said ROW and proceeding in a northerly direction across Warrington Rd. a distance of 50 feet± to a point, said point being on the northerly ROW of Warrington Rd., said point also being the southwesternmost property corner of lands N/F of Arbor Lyn Rehoboth Beach, LLC; thence proceeding by and with said Arbor Lyn lands and other lands of Arbor Lyn Rehoboth Beach, LLC the following seven (7) bearings and distances: (1) N 09° 32' 54" E 404.06 feet, (2) N 42° 05' 48" E 774.63 feet, (3) S 53° 09' 22" E 605.54 feet, (4) S 53° 09' 27" E 119.51 feet, (5) N 40° 57' 14" E 439.29 feet, (6) S 37° 40' 48" E 682.80 feet (7) S 08° 27' 35" W 960.33 feet to a point, said point being the southwestern most property corner of lands N/F of Christopher & Patricia Michener; thence following said Michener lands in a southeasterly direction a distance of 125 feet± to a point, said point being on the northerly ROW of Warrington Rd.; thence in a southeasterly direction across Warrington Rd to a point, said point being that of the **BEGINNING**.

The proposed expansion of the SCUSSD is within these boundaries and said to contain 36 acres more or less. The boundary description has been prepared using Sussex County tax map numbers 334-12.00.

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

The public hearing will be held on this issue at 10:15 am on April 10, 2018 in the Sussex County Council Chambers. 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) 855-1299.

Hans M. Medlarz, P.E.
County Engineer

SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
ARBOR--LYN EXPANSION
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE)(:
COUNTY OF SUSSEX)(

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

- A. On March 19, 2018 he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On March 19, 2018 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
 1. On a post in the southerly ROW of Warrington Road, in front of the stop sign at the intersection of Warrington Road and Old Landing Road;
 2. On a post in the westerly ROW of Old Landing Road in front of stop sign at the intersection of Old Landing Road and Warrington Road;
 3. On a post in the easterly ROW of Old Landing Road in front of a stop sign at the intersection of Old Landing Road and Warrington Road;
 4. On a post in the northerly ROW of Warrington Road at the entrance of Sussex County pump station 262, 528± feet northwest of the intersection of Warrington Road and Old Landing Road;
 5. On the site of the expansion area in the following four (4) locations
 1. On a post in the northeasterly ROW of Warrington Road 679± feet northwest of the intersection of Warrington Road and Old Landing Road;
 2. On a post in the northeasterly ROW of Warrington Road 1,175± feet northwest of the intersection of Warrington Road and Old Landing Road;
 3. On a post in the northeasterly ROW of Warrington Road 1,784± feet northwest of the intersection of Warrington Road and Old Landing Road;
 3. On a post in the northeasterly ROW of Warrington Road 2,066± feet northwest of the intersection of Warrington Road and Old Landing Road;


PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 2nd day of April A.D., 2018



NOTARY PUBLIC

SHARON E. SMITH
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on July 14, 2018

My Commission Expires _____

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD), TO INCLUDE PARCELS 334-12.00-124.01, 127.02, 127.04 AND 127.05 ON THE NORTH SIDE OF WARRINGTON ROAD THE PARCELS ARE LOCATED IN THE LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY, DELAWARE.

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

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

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

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

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

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the SCUSSD to encompass the lands mentioned above situated on the north side of Warrington Road, as follows: **BEGINNING** at a point, situate at the intersection of the southerly right of way (ROW) of Warrington Road, a point on the existing boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), and the northwesternmost property corner of lands now or formerly (N/F) of Robert J. & Barbara F. Redden, Trustees; thence following said ROW in a westerly direction a distance of 1,821 feet± to a point, said point being on the northerly property line of lands N/F of J.G. Townsend, Jr. Co.; thence leaving said ROW and proceeding in a northerly direction across Warrington Rd. a distance of 50 feet± to a point, said point being on the northerly ROW of Warrington Rd., said point also being the southwesternmost property corner of lands N/F of Arbor Lyn Rehoboth Beach, LLC; thence proceeding by and with said Arbor Lyn lands and other lands of Arbor Lyn Rehoboth Beach, LLC the following seven (7) bearings and distances: (1) N 09° 32' 54" E 404.06 feet, (2) N 42° 05' 48" E 774.63 feet, (3) S 53° 09' 22" E 605.54 feet, (4) S 53° 09' 27" E 119.51 feet, (5) N 40° 57' 14" E 439.29 feet, (6) S 37° 40' 48" E 682.80 feet (7) S 08° 27' 35" W 960.33 feet to a point, said point being the southwestern most property corner of lands N/F of Christopher & Patricia Michener; thence following said Michener lands in a southeasterly direction a distance of 125 feet± to a point, said point being on the northerly ROW of Warrington Rd.; thence in a southeasterly direction across Warrington Rd to a point, said point being that of the **BEGINNING**.

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Engineer and the Attorney for the County Council to procure the necessary lands and right-of-way by purchase, agreement, or condemnation in accordance with the existing statutes; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.

Chandlee Expansion Public Hearing Facts

- The Engineering Department requested permission to prepare and post notices on March 13, 2018 for an Expansion of the Sussex County Unified Sanitary Sewer District (Bethany Beach Area).
- Requested by property owners of parcel 134-17.00-10.00 Josh and Sara Chandlee.
- The parcel was provided a sewer lateral connection as part of a previous project.
- The Engineering Department requested to include parcel 9.00 as part of the expansion as this parcel was also provided a lateral and is part of a donut hole in our district.
- The property owners of parcel 9.00 were sent a letter explain all the particulars of being included and to date we have not heard a response.
- The expansion will consist of 1.04 acres more or less.
- The property owner(s) will be responsible for System Connection Charges of \$6,360.00 per EDU based on current rates.

PUBLIC NOTICE

EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
CHANDLEE EXPANSION – BETHANY BEACH AREA
FILE NUMBER: OM 2.09.04

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on March 13, 2018, to consider expanding the boundary of the Bethany Beach Area of the Sussex County Unified Sanitary Sewer District (SCUSSD) to include two properties situated on the north side of Muddy Neck Road. The parcels are located in the Baltimore Hundred, Sussex County, Delaware and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

BEGINNING at a point, situate at the intersection of the northerly right of way (ROW) of Muddy Neck Rd., a point on the existing boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), and southeasternmost property corner of lands now or formerly of (N/F) of Raymond & Sigurd E. Berzins, Trustees; thence following said lands of Berzins the following directions and distances: northwesterly 50± feet, northwesterly 75± feet, northeasterly 45± feet, southeasterly 211± feet to a point, said point being the northwesternmost property corner of lands N/F of Joshua and Sara Chandlee; thence leaving said Berzins lands and following said lands of Chandlee the following directions and distances: southeasterly 135± feet, southwesterly 193± feet, northwesterly 135± feet to a point, said point being that of the BEGINNING.

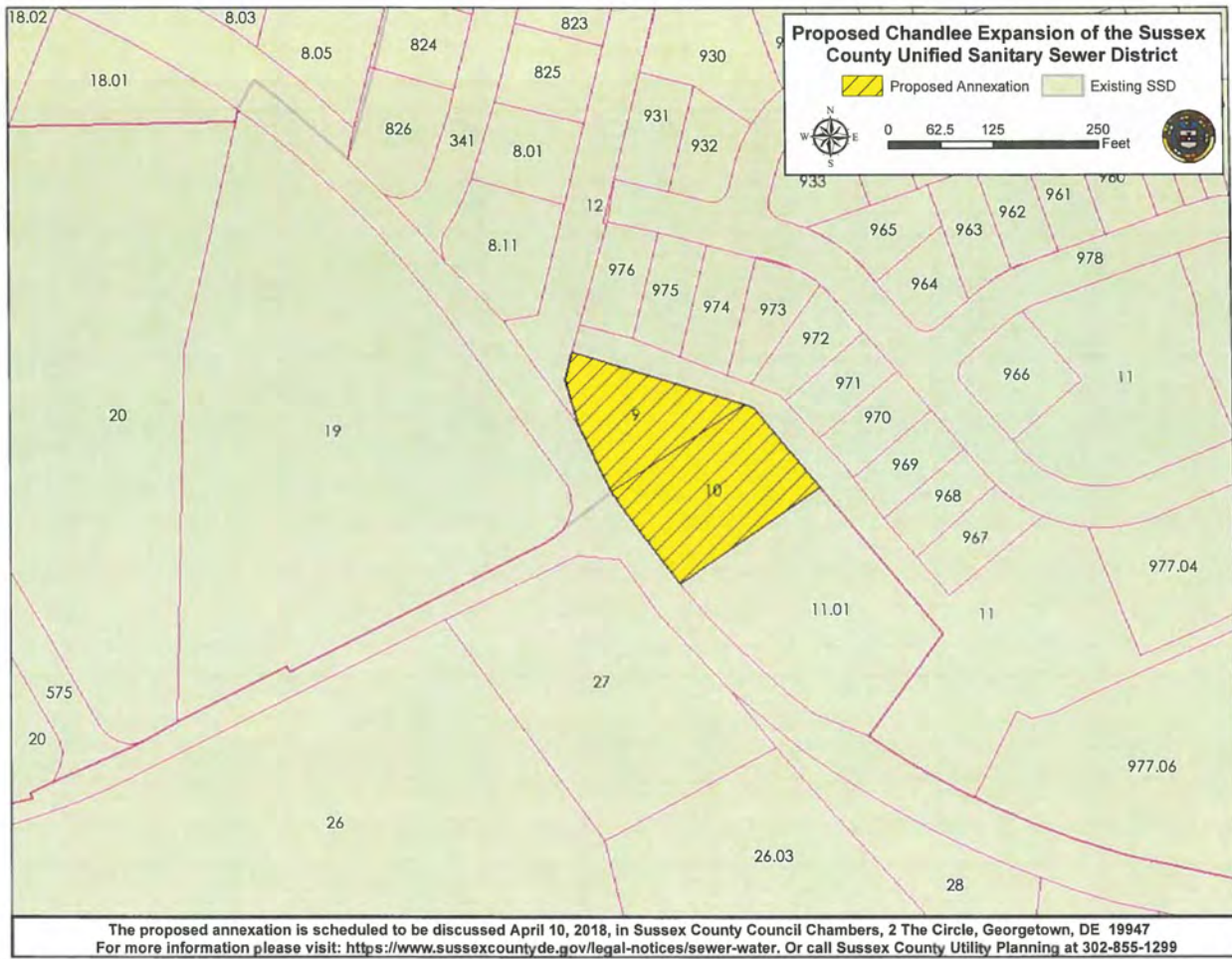
The proposed expansion of the SCUSSD is within these boundaries and said to contain 1.04 acres more or less. The boundary description has been prepared using Sussex County tax map numbers 134-17.00.

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

The public hearing will be held on this issue at 10:15 am on April 10, 2018 in the Sussex County Council Chambers. 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) 855-1299.

Hans M. Medlarz, P.E.
County Engineer



The proposed annexation is scheduled to be discussed April 10, 2018, in Sussex County Council Chambers, 2 The Circle, Georgetown, DE 19947
 For more information please visit: <https://www.sussexcountyde.gov/legal-notices/sewer-water>. Or call Sussex County Utility Planning at 302-855-1299

SWORN TO AND SUBSCRIBED before me on this 27 day of April A.D., 2018



NOTARY PUBLIC

SHARON E. SMITH
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires on July 14, 2018

My Commission Expires _____

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD), TO INCLUDE PARCELS 134-17.00-9.00 & 10.00 ON THE NORTH SIDE OF MUDDY NECK ROAD THE PARCELS ARE LOCATED IN THE BALTIMORE 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 the intersection of Muddy Neck Rd. and Beaver Dam Rd., the inclusion of this area will be beneficial; and

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

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

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

NOW, THEREFORE,

BE IT RESOLVED the Sussex County Council hereby revises the boundary of the SCUSSD to encompass the lands mentioned above situated on the north side of Muddy Neck Road, as follows: **BEGINNING** at a point, situate at the intersection of the northerly right of way (ROW) of Muddy Neck Road, a point on the existing boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), and the southeasternmost property corner of lands now or formerly (N/F) of Raymond & Sigurd E. Berzins, Trustees; thence following said lands of Berzins the following directions and distances: northwesterly 75± feet, northwesterly 50± feet, northeasterly 45± feet, southeasterly 211± feet to a point, said point being the northwesternmost property corner of lands N/F of Joshua & Sara Chandlee; thence leaving said Berzins lands and following said lands of Chandlee the following directions and distances: southeasterly 135± feet, southwesterly 193± feet, northwesterly 135± feet to a point, said point being that of the **BEGINNING**.

BE IT FURTHER RESOLVED that the Sussex County Council directs the County Engineer and the Attorney for the County Council to procure the necessary lands and right-of-way by purchase, agreement, or condemnation in accordance with the existing statutes; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to prepare maps, plans, specifications, and estimates, let contracts for and supervise the construction and maintenance of, or enlarging and remodeling of, any and all structures required to provide for the safe disposal of sewage in the sanitary sewer district, as amended.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: April 4, 2018

RE: County Council Update Report for CZ 1846 CMF Bayside, LLC

The County Council held a public hearing on March 20, 2018. County Council deferred action and left the record open to allow for a new plan to be submitted showing a reduction in the size of the two large ponds in upland area and to submit proposed environmentally sensitive conditions of approval and then allow the public 15 days to provide written comments on these items.

The applicant submitted a new plan showing the removal of the two large ponds in the upland area. The applicant is now proposing to leave the land as woodland. The other small ponds shown on the plan are for stormwater management purposes.

The revised plan showing the removal of the two large ponds and the proposed environmentally sensitive conditions are enclosed.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

FUQUA, WILLARD, STEVENS & SCHAB, P.A.

PAYNTER HOUSE ☐
26 THE CIRCLE OR P.O. BOX 250
GEORGETOWN, DELAWARE 19947
PHONE 302-856-7777
FAX 302-856-2128
onthecircle@fwsslaw.com

REHOBOTH OFFICE ☐
20245 BAY VISTA ROAD, UNIT 203
REHOBOTH BEACH, DE 19971
PHONE 302-227-7727
FAX 302-227-2226

JAMES A. FUQUA, JR.
WILLIAM SCHAB
TIMOTHY G. WILLARD
TASHA MARIE STEVENS
MELISSA S. LOFLAND
NORMAN C. BARNETT
www.fwsslaw.com

HART HOUSE ☐
9 CHESTNUT STREET
GEORGETOWN, DELAWARE 19947
PHONE 302-856-9024
FAX 302-856-6360
schabbarnett@comcast.net

LEWES REAL ESTATE OFFICE ☐
16698 KINGS HIGHWAY, SUITE B
LEWES, DELAWARE 19958
PHONE 302-645-6626
FAX 302-645-6620
schabbarnett@comcast.net

April 2, 2018

Ms. Janelle Cornwell
Sussex County Council
2 The Circle
Georgetown, DE 19947

**Re: CMF / Bayside
C/Z #1846**

RECEIVED

APR 02 2018

SUSSEX COUNTY
PLANNING & ZONING

Dear Ms. Cornwell:

At the public hearing, Council left the record open for submission of a revised plan relating to the ponds. The applicant has removed the ponds in the western area from their plans. See attached.

Also, Mr. Cole requested a condition relating to environmental protection. Therefore, in addition to the conditions recommended by the Planning Commission, proposed conditions "O-R" are attached.

Very truly yours,

FUQUA, WILLARD,
STEVENS & SCHAB, P.A.

By: 

Timothy G. Willard

TGW/jel
Enclosures
Pc: Council Members



DATE: _____

REVISIONS: _____

NO. _____

GMB
 GEORGE MILES & SONS, LLC
 ARCHITECTS & ENGINEERS
 2000 MARKET STREET
 WILMINGTON, DE 19806
 TEL: 302.238.0000
 FAX: 302.238.0001

WEIDMAN PARCEL
 SUSSEX COUNTY, DELAWARE

PROPOSED SITE PLAN
 RENDERING
 REVISED

DATE: 11.23.2021 PROJECT: _____

PROJECT NO. 21-015

SCALE: AS SHOWN

DATE: 11.23.2021

BY: GMB

PR

CMF Bayside LLC

CZ #1846

(AR to MR-RPC and extension of CZ #1393)

PROPOSED ENVIRONMENTAL CONDITION

Add the additional conditions "O-R" to the conditions "A" through "N" recommended by the Planning and Zoning Commission:

O. The area of proposed development and land disturbance will be limited to the improvements shown on the Proposed Site Plan Rendering – Revised DWO PR dated April 2018. The construction of ponds will be limited to those adjacent to the development for the management of storm water. No ponds will be constructed elsewhere within the open space portions of the property for any purpose.

P. The open space lands west of Williamsville Road shall be maintained in their natural forested condition. No improvements will be permitted in this area except for a community nature trail which will interconnect with the existing Americana Bayside nature trail. Only minimal selective clearing will be done to construct the trail. No other forest clearing will be permitted except for the occasional removal of diseased, dead or dying trees which pose a danger to public safety or developed property.

Q. The development of the site will comply with all County, State and Federal environmental regulations including, but not limited to, storm water management requirements and a minimum fifty foot buffer from all state regulated wetlands.

R. A voluntary buffer with an average width of 25' will be provided from non-tidal wetlands.



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Georgetown Middle School Robotics Club

PROJECT NAME: VEX IQ World Competition

FEDERAL TAX ID: 516-000279 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The purpose of the robotics club is to engage students in a fun, hands on approach, instilling a lifelong interest in the areas of Science, Technology, Engineering and Math (STEM).

ADDRESS: 301 West Market St

Georgetown DE 19947
(CITY) (STATE) (ZIP)

CONTACT PERSON: Stacie Warner

TITLE: Team Mom/Fundraising Chairperson

PHONE: 302-841-8448 EMAIL: wywayismom@gmail.com

TOTAL FUNDING REQUEST: \$1,000.00

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

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

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 15%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|--|---|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

25

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

Our team has recently competed in the Delaware VEX IQ State Championship and won three trophy's along with a bid to compete at the VEX IQ World Championship in Louisville, Kentucky in April. This is the first year for the Robotics program at Georgetown Middle. We are proud of the accomplishments of this team in their inaugural year. The State Champion team consist of four boys in 6th and 7th grades, though only the four will be traveling and competing in Kentucky, the knowledge and confidence they will acquire at this competition will be an asset to the entire club. This club being new to the school has not had the opportunity to raise the funds required to send the team to the World Championship. The requested funds will be used towards the travel expenses of getting to and competing at the three day event in late April.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	350.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Event Registration	-\$ 975.00
Hotel	-\$ 3,600.00
Airfare	-\$ 1,250.00
Food/Beverages at event	-\$ 625.00
T-shirts for team	-\$ 180.00
Team identification banner for Pit area	-\$ 100.00
TOTAL EXPENDITURES	-\$ 6,730.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 6,380.00

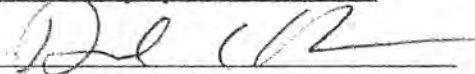
SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Georgetown Middle School Robotics Club agrees that:
(Name of Organization)

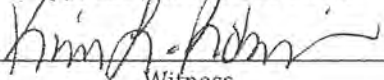
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**



Applicant/Authorized Official



Witness

3-20-18

Date



Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

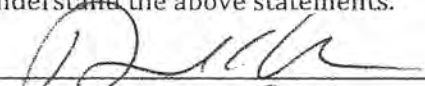
For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

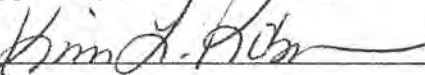
I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.



Applicant/Authorized Official

3-20-18

Title



Witness

3/20/18

Date

*Wilson
3/20/18*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: LEWES CHILDREN'S LEARNING GARDEN

PROJECT NAME: CHILDREN'S LEARNING GARDEN

FEDERAL TAX ID: 51-0400365 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: To provide a safe, nurturing, stimulated environment and organization that encourages each child's individual interests and builds the skills that will create a lifelong love of learning through gardening

ADDRESS: LEWES IN BLOOM

BOX 308

LEWES

(CITY)

DE.

(STATE)

19958

(ZIP)

CONTACT PERSON: LOUIS PAPP

TITLE: CLG FUNDRAISING CHAIRMAN

PHONE: 302-645-0230 EMAIL: loudotz@verizon.net

TOTAL FUNDING REQUEST: \$ 600.00

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

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

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 30%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> Fair Housing | <input checked="" type="checkbox"/> Health and Human Services | <input type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input checked="" type="checkbox"/> Other <u>Environment</u> | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|---|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input checked="" type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

400- 500

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The "children's LEARNING GARDEN" in Lewes was established 6 YEARS ago. WE ARE PART OF "Lewes in Bloom", but A SEPARATE entity with OUR OWN board, our own budget and do our own fundraising. Each year our organization has grown and continues to get better. IN 2017 we AVERAGED OVER 60 PARENTS/children AT each of our activities. Beside the children's involvement in our garden, there A VARIETY of garden themed activities we plan each year including story telling, NATURE, ARTS, CRAFTS, cooking, exercise and dancing/singing. All the activities are wholesome, safe, educational and promote A healthy lifestyle. They also stimulate A child's interest and help build A foundation for lifelong learning. After 6 years we ARE now solidly established and have A large, dedicated group of volunteers who continue to support and help with All planned activities.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	\$ 500.00
TOTAL REVENUES	\$ 500.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
<u>OPERATING COSTS: seeds, plants, soil, compost, garden tools, and supplies, teaching materials, advertising materials, office supplies, fertilizer and utilities (water)</u>	(\$ 1200.00)
<u>GARDEN CONSTRUCTION: current structure repairs and new raised beds and plant containers</u>	(\$ 800.00)
TOTAL EXPENDITURES	(\$ 2000.00) \$0.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ (1500.00) \$0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the LEWES CHILDREN'S LEARNING GARDEN agrees that:
 (Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

Louis D. Papp
Applicant/Authorized Official

03/15/2018
Date

Bob Romeau
Witness

3/15/2018
Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

Handwritten initials

SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Louis D. Payne
Applicant/Authorized Official

Robert Cornean
Witness

FUND RAISING CHAIRMAN
~~03/15/2018~~

03/15/2018
Date

Burton
3/20/18



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Milton Historical Society

PROJECT NAME: Discover Delaware: 2018 Lecture Series

FEDERAL TAX ID: 23-7158119 NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?

YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The Milton Historical Society is a nonprofit cultural and educational organization dedicated to increasing public understanding and appreciation of the history of Milton and the Broadkill Hundred. The Society collects, preserves, and interprets stories, artifacts and documents related to Milton and the Broadkill Hundred for study and education. We welcome the participation of people of all ages in sharing informative and engaging experiences that will encourage them to discover and appreciate their heritage.

ADDRESS: 210 Union Street
PO Box 112
Milton DE 19968
(CITY) (STATE) (ZIP)

CONTACT PERSON: Dr. Kimberly Fabbri

TITLE: Director

PHONE: 684-1010 EMAIL: info@historicmilton.org

TOTAL FUNDING REQUEST: \$750

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

If YES, how much was received in the last 12 months? \$1500

If you are asking for funding for building or building improvements, do you own the building in which the funding will be used for? YES NO

Are you seeking other sources of funding other than Sussex County Council? YES NO

If YES, approximately what percentage of the project's funding does the Council grant represent? 10

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fair Housing | <input type="checkbox"/> Health and Human Services | <input checked="" type="checkbox"/> Cultural |
| <input type="checkbox"/> Infrastructure ¹ | <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Educational |

BENEFICIARY CATEGORY

- | | | |
|---|---|-----------------------------------|
| <input type="checkbox"/> Disability & Special Needs | <input type="checkbox"/> Victims of Domestic Violence | <input type="checkbox"/> Homeless |
| <input checked="" type="checkbox"/> Elderly Persons | <input checked="" type="checkbox"/> Low to Moderate Income ² | <input type="checkbox"/> Youth |
| <input checked="" type="checkbox"/> Minority | <input type="checkbox"/> Other _____ | |

BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:

1500

SECTION 3: PROGRAM SCOPE

- A. Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relation to the population to be served or the area to benefit.

The Milton Historical Society & Lydia Black Cannon Museum is the town's only museum and educational organization focused on preserving history. MHS desires to present a broader, more complete, and diverse presentation of the people who impacted the development of the town, county, and country. Adult educational programs, in the form of lectures, provide attendees free or low cost evening events to learn more about their heritage.

The Milton Historical Society is planning an evening lecture series for the months of May, June, July, August and September. This series focuses on underrepresented populations, specifically peoples of Nanticoke and African American heritage and women. We are partnering with the Nanticoke Indian Museum and a researcher from Delaware Technical Community College on the implementation of two of the presentations.

It will be advertised throughout the county and will draw participants into an engaging discussion about history. We are focused on attracting long-time, new and potential residents of the area as a means to increase educational opportunities for adults in the region, attract more visitors to Sussex, and create a better quality of life. This program offers a unique opportunity for MHS to partner with the Sussex County Council on bringing adult educational experiences to Milton.

B. IF RELIGIOUS AFFILIATION WAS CONFIRMED ABOVE IN SECTION 1, PLEASE FILL OUT THE FOLLOWING SECTION. IF RELIGIOUS AFFILIATION WAS NOT CHECKED IN SECTION 1, THIS SECTION MAY BE LEFT BLANK.

A faith-based nonprofit organization is eligible to receive and apply for a grant on the same basis as other nonprofit organizations, with respect to programs which are eligible. In the selection of grantees, the County will not discriminate for or against an organization on the basis of the organization's religious characterization or affiliation. However, certain requests to utilize funding for programs with religious purposes may not be eligible due to constitutional principles of the United States and/or the State of Delaware.

Briefly describe the components of the program that involve religious purposes and the components that involve secular purposes, or non-religious purposes. If both non-religious and religious purposes are involved in the program, this narrative must include the specific actions that will be implemented in order to ensure that the funding is solely used for non-religious purposes and will not be used to advance or inhibit religious or faith-based activities.

After the awarded funds have been made, receipts of the non-religious purchases shall be submitted in accordance with Section 5 below before funds will be disbursed.

N/A

SECTION 4: BUDGET

REVENUE	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
TOTAL REVENUES	0.00
EXPENDITURES	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. (Put amounts in as a negative)	
Stipend for lecturer Sterling Street	-\$ 100.00
Stipend for lecturer Joanne Caputo	-\$ 150.00
Stipend for three lecturers	-\$ 300.00
Personnel (\$20/hr x 10 hrs)	-\$ 200.00
Operating Costs	-\$ 150.00
Printing fliers and invites	-\$ 50.00
Mailing	-\$ 50.00
TOTAL EXPENDITURES	-\$ 1,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	-\$ 1,000.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Milton Historical Society agrees that:
(Name of Organization)

- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application. All accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.
- 2) For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before the funding is released.
- 3) No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or in part by these Grant funds.

SECTION 5: STATEMENT OF ASSURANCES (continued)

- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom of Information Act of the State of Delaware.
- 7) All funding will be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious purposes.
- 8) **In the event that the awarded funding is used in violation of the requirements of this grant, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.**

Kimberly Yalbin

Applicant/Authorized Official

03/08/2018

Date

Gina M. Jennings

Witness

3/8/2018

Date

Completed application can be submitted by:

Email: gjennings@sussexcountyde.gov

Mail: Sussex County Government
Attention: Gina Jennings
PO Box 589
Georgetown, DE 19947

**SUSSEX COUNTY COUNCIL NON-PROFIT GRANT PROGRAM
GUIDELINES FOR SUBMITTAL AND AFFIDAVIT OF UNDERSTANDING**

The Sussex County Council makes available a limited amount of funding to non-profit organizations that serve the citizens of Sussex County. Each application for funding shall be evaluated by Sussex County administrative staff and shall be subject to final approval from Sussex County Council.

In the attached application, each organization must outline its intended uses for the awarded funding and provide a detailed breakdown of the expenses and costs for such uses. Any funding awarded to the organization must be used in substantial conformity with anticipated expenditures of the submitted application.

All expenditures must have adequate documentation and must be expended within one (1) year of award of funds.

For non-religious organizations, all accounting records and supporting documentation shall be available for inspection by Sussex County within thirty (30) days after the organization's expenditure of the awarded funding, or within one year after the receipt of the awarded funds, whichever first occurs.

For religious organizations, all accounting records and supporting documentation shall be provided for inspection by Sussex County after the award has been made by County Council but before funding is released. Grant is relinquished if supporting documentation is not provided within one year of County Council award.

Certain programs are not eligible for funding pursuant to United States Constitution and State of Delaware Constitution. Those constitutional principles prohibit the use of funding to advance or inhibit religious activities. By signing below, the organization acknowledges that the funding shall be used exclusively for secular purposes, i.e., non-religious purposes and shall not be used to advance or inhibit religious activities.

In the event that such funding is used in violation of the requirements and assurances contained in this grant application, the awarded funding shall be reimbursed to Sussex County within a timeframe designated by Sussex County by written notice.

I acknowledge and represent on behalf of the applicant organization that I have read and understand the above statements.

Kimberly Fallis
Applicant/Authorized Official

Executive Director
Title

Shelby M. Grant
Witness

3/8/2018
Date

Byrton
3/20/18

To Be Introduced 04/10/18

Council District No. 2 – Wilson

Tax I.D. No. 530-17.00-10.00

911 Address: 14906 and 14910 Sussex Highway, Bridgeville

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A STORAGE WAREHOUSE FOR SMALL CONTRACTORS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 4.74 ACRES, MORE OR LESS

WHEREAS, on the 12th day of March 2018, a conditional use application, denominated Conditional Use No. 2139, was filed on behalf of Arctec Properties, LLC; and

WHEREAS, on the ____ day of _____ 2018, 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. 2139 be _____; and

WHEREAS, on the ____ day of _____ 2018, 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. 2139 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 Northwest Fork Hundred, Sussex County, Delaware, and lying on the west side of Sussex Highway (Route 13), approximately 0.75 mile north of East Newton Road, and being more particularly described per the attached legal description prepared by Miller-Lewis, Inc., Land Surveying, said parcel containing 4.74 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 04/10/18

**Council District No. 2 - Wilson
Tax I.D. No. 230-31.00-27.00, 27.01 and 27.01
911 Address: 14292 DuPont Blvd., Ellendale**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TRUCKING BUSINESS, LANDSCAPE AND MATERIAL STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 5.0 ACRES, MORE OR LESS

WHEREAS, on the 26th day of March 2018, a conditional use application, denominated Conditional Use No. 2140 was filed on behalf of Santay Trucking c/o Samuel Connors; and

WHEREAS, on the ____ day of _____ 2018, 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. 2140 be _____; and

WHEREAS, on the ____ day of _____ 2018, 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. 2140 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 west side of DuPont Blvd. (Rt. 113) approximately 0.5 mile south of VFW Rd. and being more particularly described in the legal description contained in the attached deed prepared by Larry Fifer, Attorney at Law, said parcel containing 5.0 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

To Be Introduced 04/10/18

**Council District No. 3 - Burton
Tax I.D. No. 334-12.00-125.00
911 Address: N/A**

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN I-1 INSTITUTIONAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 19.9136 ACRES, MORE OR LESS

WHEREAS, on the 19th day of March 2018, a zoning application, denominated Change of Zone No. 1853, was filed on behalf of Beebe Healthcare; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1853 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of I-1 Institutional District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying on the east side of Warrington Road, approximately 107 feet south of John J. Williams Highway (Route 24), and being more particularly described per the attached legal description prepared by Becker Morgan Group, Inc., said parcel containing 19.9136 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 04/10/18

Council District No. 3 - Burton

Tax I.D. No. 334-5.00-139.00

911 Address: 32359 Lewes-Georgetown Highway, Lewes

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-5 SERVICE/LIMITED MANUFACTURING DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 5.306 ACRES, MORE OR LESS

WHEREAS, on the 19th day of March 2018, a zoning application, denominated Change of Zone No. 1854 was filed on behalf of Ferguson Enterprises, Inc. and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1854 be _____; and

WHEREAS, on the ____ day of _____ 2018, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation C-5 Service/Limited Manufacturing District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying on the north side of Lewes-Georgetown Hwy. (Rt. 9) approximately 937 feet east of Nassau Commons Blvd. and being more particularly described in the attached legal description prepared by Control Point Associates, Inc. said parcel containing 5.306 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.

JANELLE M. CORNWELL, AICP
PLANNING & ZONING DIRECTOR
(302) 855-7878 T
(302) 854-5079 F
janelle.cornwell@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: April 6, 2018

RE: Public Comments for CZ 1770 TD Rehoboth

The Planning and Zoning Department received the enclosed comments for the County Council rehearing of the Change of Zone application CZ 1770 TD Rehoboth as of April 5, 2018.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE

RECEIVED

MAR 01 2018

SUSSEX COUNTY
PLANNING & ZONING

Mr. and Mrs. Vincent P. Kane
23523 Holly Circle
Lewes, DE 19958

February 22, 2018

County Council Members
Sussex County Council
P.O. Box 589
Georgetown, Delaware 19947

Gentlemen:

My wife and I are strongly opposed to the Overbrook Town Center opposite Cave Neck Road. The area is environmentally sensitive with Red Mill Pond, Old Mill Creek, and critical wetlands very nearby.

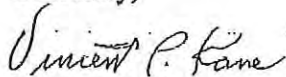
Further, the Overbrook Town Center is out of character with the communities along Cedar Neck Road, around Red Mill Pond and in the Town of Lewes.

Also, we really don't need an immense shopping mall in our area. Tourists come for the beach and beach events not to shop at a mega-mall.

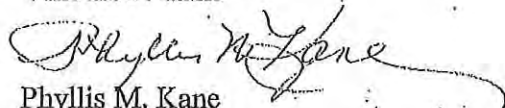
Further, if this project is approved, DELDOT would have to allocate a lot of its limited resources to build bridges, ramps, and roads for the project.

Please vote against the Overbrook Town Center.

Sincerely,



Vincent P. Kane



Phyllis M. Kane

Sussex County Council, Zoning Commission and Senator Coons:
Georgetown, DE

Council Members:

I was deeply disturbed when I heard there would be another vote for the proposed shopping center on RT. 1 and Cave neck Road. While I can understand why people want to move here, maybe we can save some of our farmland and still provide housing for newcomers if we look at alternative methods. If the younger generation does not want to work the farm left by their parents, many builders can accomplish new neighborhoods such as these "agrihoods" already spreading across the country.

I will attend the hearing on the 27th of Feb., but hope the vote remains as is. This is a beautiful state but take away all the farmland and it will cease to draw new families eventually.

I urge you to consider the information in these articles as a possibility for newer construction.

Thank you for your time.

Respectfully,



Virginia Cardona(Overbrook Shores)
16924 Lilly Pad Dr., 19968

RECEIVED
FEB 07 2018
SUSSEX COUNTY
PLANNING & ZONING



To search type and hit enter...

10 'Agrihoods' Growing Across the Country

October 2, 2017 | Trish Popovitch

Compulsory CSA memberships, an organic farm for your kids to run through, cultivate and harvest, residents encouraged to create their own farming businesses. These are just some of the facets of 'agrihoods', the farm-focused housing developments that are sprouting up across the country. Instead of simply paving over arable land, developers are beginning to embrace agriculture to lure home buyers, create community and conserve land. Over 200 agrihoods currently exist in America. Here are 10 agrihoods every informed urban ag enthusiast should know about.

1. Aberlin Springs, Morrow, OH

Ohio's first ever agrihood, Aberlin Springs opened in late 2016 and was originally developed by the Aberlin family in the early 1990s. As of 2016, this 141 acre site will house 140 homes clustered around common land. 22 homes have already been built and the CSA (compulsory at \$850 a year), wellness center and more homes are slated for construction or opening 2017-2018. At the center of the site is the Luff Farm which residents buy a share of as part of their moving to the neighborhood fees, operates on the farming methodology of Joel Salatin of Polyface Farms, offering closed loop agriculture and an emphasis on community. House prices range from 300K-\$650K with lot sizes of 70-100 feet.

2. Agritopia, Gilbert, AZ

Founded in 2000, Agritopia is an established agrihood consisting of 160 acres and 450 homes. Agritopia promotes multi generational living and boasts a senior living center, as well as a private charter school system, a café and a restaurant. The 11 acre certified organic farm offers seasonal fresh fruits and vegetables to residents through its CSA as well as to 20 area restaurants. Agritopia's community garden is comprised of 40 20x20-foot raised beds. Available housing ranges in price from \$240K-\$590K.

3. Bucking Horse, Fort Collins, CO

Built around two historic farms, Bucking Horse is a planned community focused on food access, education and building a thriving local small business network through their incubator-style Jessup Farm Artisan Village. The site offers a 5K trail system, a swimming pool and a clubhouse, and the city of Fort Collins is building a six acre park at the center of the village. The on-site farm is still developing and the CSA program is administered by local nonprofit Sproutin Up.

House prices range from \$420K-\$600K. The founders of Bucking Horse hope to be a model for triple bottom line sustainable communities.

4. The Cannery, Davis, CA

Claiming to be California's first farm-to-table designed community, The Cannery sits on the site of a former tomato canning factory approximately one mile from downtown Davis. The 100 acre site will offer 547 homes all solar powered with a goal of net zero consumption. Electric charging stations, solar panels and organic growing are central to the planning of The Cannery. The 7.4 acre on-site farm offers fresh produce to residents as well as a CSA and educational opportunities. Current available houses range from \$700K-\$900K.

6. Hidden Springs, Boise, ID

Located 10 miles north of Boise on a former 1837 homesteading site of 1844 acres, Hidden Springs boasts a mercantile, a school, a post office, two pools, a fire station and a community focused on local agriculture and its role in everyone's life. The community can hold up to 1000 houses with lots ranging from 10 to 1.88 acres. 800 acres of Hidden Springs is set aside for conservation. The 40 acre working farm on site is surrounded by several home types with current available home prices ranging from \$300k-\$900K.

6. Prairie Crossing, Graylake, IL

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Philadelphia, PA: This Brilliant Company Is Disrupting A \$200 Billion Industry

VISIT OUR SISTER SITES!



Prairie Crossing refers to itself as a "conservation community" and consists of 400 homes on 675 acres. The community was founded in 1987 when several neighbors banded together to stop a developer from buying the land (after 15 years of legal battles). Prairie Crossing includes a 100 acre organic farm that offers educational programming as well as a CSA. Biodiversity and native landscaping are encouraged across the community. Houses at Prairie Crossing range in price from \$200K-\$400K.

7. Sendero Farm, Orange County, CA

Sendero Farming Community is part of the larger development managed by the Rancho Mission Viejo Co. and is comprised of 940 homes and 285 apartments on a working ranch next to a community farm. One of the newer agrihoods founded in 2013, Sendero Farm is already sold out. The ranch sports a second farm center village called Esencia offering similar amenities to Sendero. Sendero offers a 15 acre park, a 10 acre retail center, a club house, ranch house and nature reserve. Sendero Farms was named Master-Planned Community of the Year in 2014.

8. Skokomish Farms, Shelton, WA

A gated agri-village that found its footing in 2009, Skokomish Farms is a farming community designed to encourage the homesteading spirit. Comprised of 40 acre lots (35 acres of which come under an agricultural easement) Skokomish Farms looks out onto 750 acres of protected organic land. The homestead size piece of land starts at \$275,000 and residents are encouraged to grow their own farm businesses. Combined, the ag easements that come with each site create a 630 acre organic farm which is managed by the farm manager and includes livestock, vineyards, orchards and wetland.

9. South Village, South Burlington, VT

South village is Vermont's first agrihood and "conservation community" offering traditional housing designs combined with open community spaces. Streets are designed so that sidewalks are large and roads are narrow in South Village. The design of the community ensures 50 percent of the community is open space. There's also a 30 acre community farm and 40 acres of protected wetlands. Comprised of 220 acres, this early agrihood offers a variety of home choices with a single family home priced in the \$300K-\$500K range.

10. Willowsford, Ashburn, VA

The largest agrihood on the list, Willowsford, sits on 4,000 acres and has a reputation for community involvement. Willowsford Farm consists of 300 acres of managed land and offers 100 different varieties of vegetables through its CSA and farm stand. Available homes range in price from \$400K to well over a million dollars. Despite its agricultural setting, Willowsford is just ten minutes from Dulles International and 40 minutes from downtown Washington D.C.

MESSAGE*

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NEXT STORY

JOHN CSA



Willowstone Farm connects
people to the land, to their
food and to each other.

JOHN CSA



Visit the Willowford Farm Stand

Open to the public May through November

Tuesday - Wednesday: 2:00 pm - 7:00 pm

Saturday - Sunday: 9:00 am - 2:00 pm

**Community Supported Agriculture
(CSA)**

their summer months growing healthy food instead of worrying about selling it. It's a food system that creates meaningful connections between the people growing the food and the people eating it, and provides healthy local food that's farmed sustainably.



[Learn More About Our CSA](#)

[Menu](#)



A Deeper Connection

Willowsford Farm has two aspects: the production farm, which is run as a small business, and an educational and

and kids' activities, and we're a place for gathering and learning. We believe in growing deeply rooted connections – things not edible, but just as nourishing.

Visit the Farm Stand



STATE OF DELAWARE
DEPARTMENT OF AGRICULTURE
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January 26, 2018

Honorable Michael H. Vincent, President
Sussex County Council
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

RECEIVED
JAN 29 2018
SUSSEX COUNTY
PLANNING & ZONING

Reference: Proposed Overbrook Town Center (parcel # 235-23.00-1.00)

Dear President Vincent:

The Delaware Department of Agriculture wishes to reiterate our concerns regarding the proposed Overbrook Town Center as stated in our previous letter about this proposal on June 17, 2015. It is our understanding the Sussex County Council is scheduled to reconsider the proposal on February 27, 2018. As we stated previously, this parcel is bordered on three sides by working farms (with Route 1 on the fourth side), including one farm (tax parcel # 235-22-56.00) owned by John Vincent that is permanently preserved through an Agricultural Lands Preservation easement purchased by our Department. If Sussex County Council approves the Overbrook Town Center, it will have significant impacts on Mr. Vincent's farm as well as farms in the surrounding area.

When the Overbrook Town Center was originally proposed and subsequently reviewed through the state's PLUS process (PLUS Project 2012-11-01), the Department of Agriculture commented and referenced the Agricultural Use Protections afforded to Mr. Vincent under Title 3, Del. C., Chapter 9, § 910. The Vincent family has farmed their property since 1848, and they permanently preserved the farm by selling its development rights to the Delaware Agricultural Lands Preservation Program in 1998. As stated in our previous letter, the potential impact to Mr. Vincent's farm and other farms in the area include:

1. Odor complaints arising from poultry operations, including manure storage, handling and spreading as fertilizer on farm fields;
2. Complaints of water mist, which can include dissolved fertilizer when fertilizer is applied, resulting from drift from center pivot irrigation systems on windy days;
3. Noise complaints concerning farm machinery and low flying aircraft applying chemicals (or seed) to fields;

4. Dust complaints from field tillage and crop harvesting;
5. Increased water runoff on surrounding and downstream farms and properties, particularly during significant storm events, from the impervious surface (buildings, parking lots, sidewalks, etc.) proposed from this 114-acre site;
6. Challenges presented by increase in traffic, including the ability to move farm equipment along and across Route 1, which could result in some farmers no longer able/willing to farm properties east of Route 1. Farmers in this area already complain about the difficulty moving farm equipment along and across Route 1, and this proposal would only exacerbate this issue.

If this application is approved, it will likely result in certain operations no longer occurring on Mr. Vincent's – as well as other adjacent and nearby farms – such as aerial chemical and seed applications due to the proximity of the town center. These constraints will hamper the surrounding farms' ability make a profit, thereby increasing the likelihood that their owners will ultimately convert them to non-agricultural use. We believe that Council only has to look further south along Route 1 and view the congestion and challenges in the area between Nassau and Rehoboth to see what could eventually happen if Overbrook Town Center is approved.

As Secretary Kee stated in our earlier letter, the Department of Agriculture understands that commercial development is an important component of a healthy economy and that this proposal could bring additional revenues to the County and State. However, we also encourage the Council to consider the impacts of this proposal to the adjacent and nearby farming operations as it considers this proposal, particularly as it is primarily located in Level 4 of the state strategy map – an area that is designated to remain rural and agricultural. Agriculture generates \$8 billion statewide, including \$3.8 billion and over 15,000 jobs in Sussex County, and it is important that we maintain Delaware's largest industry as well.

Thank you for your understanding and consideration. If you have any questions, please feel free to contact us at (302) 698-4500.

Sincerely,



Michael T. Scuse
Secretary

cc: Todd Lawson, Sussex County Administrator
Connie Holland, Director, Office of State Planning