



Sussex County Council Public/Media Packet

**MEETING:
August 8, 2017**

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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
CLERK

Sussex County Council

AGENDA

AUGUST 8, 2017

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Public Comments

Consent Agenda

1. Wastewater Agreement Nos. 694-1, 694-2, 694-3, 694-4, 694-5
Sussex County Project No. 81-04
Seagrove (AKA Harlton) – Phases 2, 3, 4, 5, 6
Millville Expansion of the Bethany Beach Sanitary Sewer District
2. Wastewater Agreement No. 694-6
Sussex County Project No. 81-04
Seagrove (AKA Harlton) – Pump Station and Force Main – Phase 1B
Millville Expansion of the Bethany Beach Sanitary Sewer District

Todd Lawson, County Administrator

1. Proposed Ellendale Water District Update
2. Per Attorney General Opinion No. 17-IB28, Reaffirmation of the October 4, 2016 vote related to the position of Planning and Zoning Director
3. Administrator's Report

Andrea Wall, Manager of Accounting

1. Federal Payment in Lieu of Taxes



Hans Medlarz, County Engineer

1. **Agreement for Wastewater & Biosolids Services between the City of Rehoboth Beach and Sussex County**
2. **Airport Electrical Equipment Enclosures, Project 17-11**
 - A. **Balancing Change Order and Substantial Completion**
3. **King Farm Boulevard, Phase I, Project 17-15**
 - A. **Change Order Nos. 2 and 3**

Joe Wright, Assistant County Engineer

1. **Summercrest Community Subdivision Agreement, Project 12-30**
 - A. **Release and Indemnity Agreement**

John Ashman, Director of Utility Planning

1. **Resolution for Western Sussex Sewer Solution for a Wastewater Matching Planning Grant**
2. **Resolution for Slaughter Beach Planning Study for a Wastewater Matching Planning Grant**

Patti Deptula, Director of Special Projects

1. **Mount Joy Oak Street Proposed Chapter 95 Streetlighting District**

Old Business

1. **Conditional Use No. 2071 filed on behalf of Blessing Greenhouses and Compost**
2. **Conditional Use No. 2074 filed on behalf of Quail Valley 1525, LLC**
3. **Conditional Use No. 2083 filed on behalf of Richard H. Bell III**

Grant Requests

1. **Chamber of Commerce for Greater Milford for Riverwalk Freedom Festival**
2. **Coastal Concerts for student scholarship fund**
3. **Millsboro Historical Society for restoration and maintenance of the Godwin School**

Introduction of Proposed Zoning Ordinances

Council Members' Comments

Adjourn

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

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on August 1, 2017, 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, JULY 25, 2017

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, July 25, 2017, 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 336 17
Amend
and
Approve
Agenda**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to amend the Agenda by striking the item entitled "Per Attorney General Opinion No. 17-1B28, Reaffirmation of the October 4, 2016 vote related to the position of Planning and Zoning Director", 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 July 18, 2017 were approved by consent.

**Public
Comments**

Public Comments

Dan Kramer commented on the Council removing an item from the Agenda on this date.

Paul Reiger commented on the following: the appointment of Planning and Zoning Commission members in July, District 2 appointments to the Planning and Zoning Commission and the Board of Adjustment; regulations in State Code and County Code, and the possibility of the County having a Planning Director and a Zoning Director.

Anthony Scarpa and Al Gratz commented on the proposed Artesian project west of Milton that will service Allen Harim's poultry processing facility in Harbeson, pumping wastewater from the site through a pipeline which would

**Public
Comments
(continued)**

then be sprayed on crops in the surrounding area. They invited Council to attend a public meeting scheduled for July 27th.

Terry Murphy, CEO of Bayhealth Medical Center, presented an update on Bayhealth's new health campus in southern Delaware which will serve the growing needs of the community.

**MOU/
Delaware
State
Police**

Mr. Lawson introduced Major Sean Moriarty, Captain Alice Brumbley, Captain Darren Short, and Lieutenant Mike Berry of the Delaware State Police who were in attendance for the discussion on a Memorandum of Understanding (MOU) between the Department of Safety and Homeland Security, Division of State Police and Sussex County. The MOU addresses shared Delaware State Police staffing needs in Sussex County in order to maintain an increased police presence in Sussex County. Mrs. Jennings discussed the details of the MOU, reporting that Sussex County has entered into three MOUs with the Delaware State Police with the first one being in 1994; that the previous MOUs created the arrangement that the County Council would fund half of 44 troopers up to the rank of Trooper First Class; that during this year's budget process, the State requested that the County pay for the full personnel cost of 22 officers that range from Trooper to Lieutenant; that this arrangement requires a new MOU to allow for the funding of the additional positions allocated to the County; that after the County's 22 supplement, the new arrangement still guarantees Sussex County will be allocated 187 officers; and that the new allocation of cost has increased the County's commitment by approximately \$700,000.

**M 337 17
Approve
MOU/
Delaware
State
Police**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, that the Sussex County Council approves the Memorandum of Understanding with the Department of Safety and Homeland Security, Division of State Police, as presented.

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/
TH White
Annexation
of the
SCUSSD**

A Public Hearing was held to consider extending the boundary of the Sussex County Unified Sanitary Sewer District, Long Neck Area, to include a parcel of land along the south side of Branch Road and an easement associated with the parcel (TH White Expansion of the Sussex County Unified Sanitary Sewer District - Long Neck Area). This expansion request for Parcel 234-23.00-114.01 (and easement from parcel to Branch Road) was requested by TH White, the owner of the property.

John Ashman, Director of Utility Planning, reported that no correspondence has been received in support of or in opposition to the proposed expansion.

(continued) **There were no public comments and the Public Hearing was closed.**

M 338 17 **A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt**
Adopt **Resolution No. R 017 17 entitled “A RESOLUTION TO EXTEND THE**
R 017 17 **BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER**
 DISTRICT (SCUSSD) LONG NECK AREA, TO INCLUDE A PARCEL
 OF LAND (234-23.00-114.01) ALONG THE SOUTH SIDE OF BRANCH
 ROAD AND AN EASEMENT ASSOCIATED WITH THE PARCEL
 BOTH LOCATED IN THE INDIAN RIVER HUNDRED, SUSSEX
 COUNTY, DELAWARE AND RECORDED IN THE OFFICE OF THE
 RECORDER OF DEEDS, IN AND FOR SUSSEX COUNTY,
 DELAWARE”.

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
Relating
to Signs

A Public Hearing was held on the Proposed Ordinance entitled “AN
ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY,
CHAPTER 115 (“ZONING”), ARTICLE XXI (“SIGNS”), SECTION
159.5(B)(1)”.

Janelle Cornwell, Director of Planning and Zoning, and Jamie Sharp,
Assistant County Attorney, reported that the proposed amendment is very
narrow in scope; that the proposed amendment will allow for an on-premise
sign to be located within 50 feet of an off-premise sign; that there are a few
instances in which a property owner cannot install an on-premise sign as it
would be located within 50 feet of an existing billboard on an adjacent
property. Ms. Cornwell stated that the intent of the Proposed Ordinance is
to allow for an on-premise sign to be located within 50 feet of a billboard.
She noted, however, a billboard could not be located within 50 feet of an on-
premise sign.

Ms. Cornwell reported that the Planning and Zoning Commission held a
Public Hearing on the Proposed Ordinance on July 13, 2017 at which time
the Commission recommended approval.

Public comments were heard.

Dan Kramer commented on a person’s ability to put a sign on their own
property.

There were no additional public comments and the Public Hearing was
closed.

**M 339 17
Adopt
Ordinance
No. 2509**

A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2509 entitled “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115 (“ZONING”), ARTICLE XXI (“SIGNS”), SECTION 159.5(B)(1)”.

Motion Adopted: 5 Yeas.

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

**Consent
Agenda**

Mr. Vincent presented the Consent Agenda for Council’s approval.

**M 340 17
Approve
Consent
Agenda**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to approve the following items listed under the Consent Agenda:

**Wastewater Agreement No. 856-9
Sussex County Project No. 81-04
Sea Star Village (Formerly Topsail Village) @ Millville by the Sea –
Section 1
Millville Expansion of the Bethany Beach Sanitary Sewer District**

**Wastewater Agreement No. 856-10
Sussex County Project No. 81-04
Sea Star Village (Formerly Topsail Village) @ Millville by the Sea –
Section 2
Millville Expansion of the Bethany Beach Sanitary Sewer District**

**Wastewater Agreement No. 1027-3
Sussex County Project No. 81-04
Silver Woods – Phase 2
Miller Creek 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 Comprehensive Land Use Plan Workshop

The Sussex County Planning & Zoning Commission will host the next workshop on the Comprehensive Land Use Plan on Friday, July 28, 2017. The workshop will focus on the Housing Element of the Comp Plan, and an update on the Utilities Element will also be provided. The workshop begins at 9:00 a.m. and will take place in the County Council Chambers located on The Circle in Georgetown. The agenda

Administrator's Report (continued)

is attached, and public comment will be taken at the beginning and end of the meeting.

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

Comprehensive Land Use Plan Update/ Historic Preservation Element

Janelle Cornwell, Director of Planning and Zoning, noted that the Planning and Zoning Commission has been working on the Comprehensive Land Use Plan and holding workshops on the different elements of the Plan. Ms. Cornwell presented the Historic Preservation Element Update to the Comprehensive Land Use Plan, including the vision, goals, objectives and strategies. She noted that this Element reflects the role of the County regarding historic preservation and noted that Dan Parsons serves as the County's Historic Preservation Planner. She noted that Mr. Parsons was instrumental in the drafting of this Chapter. She also noted that the Chapter recognizes the role of the State of Delaware. Further, she noted that included in the Chapter is a listing of properties that are on the National Register of Historic Places in the County and that they are working on mapping these properties. Ms. Cornwell noted that the 2018 Historic Preservation Chapter was previously distributed to Councilmembers. Vince Robertson, Assistant County Attorney, was also in attendance for this discussion.

EMS Vehicles/ Bid Results

Jeff Cox, EMS Deputy Director, presented the bid results for four (4) four-wheel drive Suburban vehicles to be used for EMS response vehicles and four cabinetry up-fit conversions.

M 341 17 Award Bid/ Paramedic Vehicles

A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Sussex County Council accepts from the lowest responsible bidder, Hertrich Fleet Services of Milford, Delaware, for four (4) 2018 model year Chevrolet Suburban vehicles for use as Paramedic response vehicles at a cost of \$42,839.00 each, for a total award of \$171, 356.00.

Motion Adopted: 5 Yeas.

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

M 342 17 Award Bid/ Conversion of Paramedic Vehicles

A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Sussex County Council accepts from the lowest responsible bidder, First Due Customs , LLC of Seaford, Delaware, for four (4) conversion/up-fits to 2018 model year Chevrolet Suburban vehicles for use as Paramedic response vehicles at a cost of \$10,812.00 each, for a total award of \$43,248.00.

Motion Adopted: 5 Yeas.

**M 342 17
(continued)** **Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
 Mr. Wilson, Yea; Mr. Cole, Yea;
 Mr. Vincent, Yea**

Use of Existing Infrastructure Agreement/Ropewalk Restaurant **John Ashman, Director of Utility Planning, presented for the Council's consideration a Use of Existing Infrastructure Agreement with Ropewalk Restaurant in Bethany Beach. He reported that the Ropewalk project is requesting to use additional capacity currently available on the County collection and transmission system. The parcel is currently connected to the system; however, the renovation to the proposed restaurant exceeds the allotted capacity assigned to the parcel by 10.17 EDUs. The project will contribute \$7,763.59 to be expended when the existing collection and/or transmission infrastructure requires upgrades and/or replacement. Payment will be due at such time the additional system connection charges are submitted.**

**M 343 17
Approve Use of Existing Infrastructure Agreement/Ropewalk Restaurant** **A Motion was made by Mr. Arlett, seconded by Mr. Cole, that the Sussex County Council President is authorized to execute a Use of Existing Infrastructure Agreement between Sussex County and John H. Burbage, Jr. for the Ropewalk Project in Bethany Beach, as presented on this date.**

Motion Adopted: 5 Yeas.

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

Sussex Aero Roof Replacement Project **Hans Medlarz, County Engineer, presented a request to grant Substantial Completion for the Sussex Aero Maintenance Roof Replacement Project (Project 17-22). He reported that there have been no change orders on the project and that the project has run on schedule.**

**M 344 17
Sussex Aero Roof Replacement Project/ Substantial Completion** **A Motion was made by Mr. Arlett, seconded by Mr. Cole, based on the recommendation of the Engineering Department, that Substantial Completion for Project 17-22, Sussex Aero Roof Maintenance Roof Replacement, be granted effective June 29, 2017 and any held retainage be released in accordance with contract documents.**

Motion Adopted: 5 Yeas.

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

Bid Award/Appraisal Services Contract **Hans Medlarz, County Engineer, reported that a Request for Proposals (RFP) was advertised for appraisal services to be provided on an as needed basis for a one year period, with the option to renew annually, for up to five (5) years. The services include, but are not limited to, inspecting and investigating properties to provide certified appraisal reports for fee simple**

**Bid Award/
Appraisal
Services
Contract
(continued)**

land acquisitions and any type of easement in support of engineering projects. Mr. Medlarz reported that three proposals were submitted; however two proposals did not meet requirements. Mr. Medlarz reported that the submittal from W. R. McCain & Associates met the minimum requirements of the RFP and the Engineering Department is recommending the authorization of a new contract with the firm for one year, with the option to renew annually for up to five (5) years.

**M 345 17
Approve
Appraisal
Services
Contract**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that Sussex County Council approves the appraisal services contract and allows the Department to negotiate a one year contract with W. R. McCain & Associates for appraisal services, with the option to renew annually for up to five years, effective August 1, 2017.

Motion Adopted: 5 Yeas.

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

**T-Hangar
Replace-
ment
Project**

Hans Medlarz, County Engineer, presented a Balancing Change Order and request to grant Substantial Completion for the T-Hangar Replacement Project (Project No. 16-35). Mr. Medlarz reviewed the changes (including stainless steel ramps, added fire requirements, and excavations to expose existing conduits needed) resulting in the Change Order, which will increase the contract amount by \$12,500.53 and extend the contract time by 28 days. Mr. Medlarz stated that the Engineering Department recommends retroactive approval of Change Order No. 1 and also recommends Substantial Completion for the project.

**M 346 17
T-Hangar
Replace-
ment
Project/
Change
Order and
Substantial
Completion**

A Motion was made by Mr. Arlett, seconded by Mr. Cole, based upon the recommendation of the Engineering Department, that Change Order No. 1 for Contract 16-35, T-Hangar Replacement, be approved increasing the contract amount by \$12,500.53 for a new total of \$579,558.70 and that Substantial Completion be granted effective May 31, 2017 and any held retainage be released in accordance with the contract documents.

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/
CU 2071**

Under Old Business, Janelle Cornwell, Director of Planning and Zoning, reported on Conditional Use No. 2071 filed on behalf of Blessing Greenhouses and Compost. She reported that the Council held a Public Hearing on April 25, 2017 at which time the record remained open for 15 days for additional public comment, in writing only, until the close of

**Old
Business/
CU 2071
(continued)**

business on May 10th; thereafter, the record remained open for an additional 15 days for written comment only from either side on information submitted during the first 15-day period, until the close of business on May 25; thereafter, the record remained open for an additional 15 days for Council to ask questions of staff or agencies, until the close of business on June 9th. Ms. Cornwell reported that information received was included in Council packets, outlining questions received from Council and responses received from the different organizations and agencies.

**Old
Business/
CU 2074**

Under Old Business, Janelle Cornwell, Director of Planning and Zoning, reported on Conditional Use No. 2074 filed on behalf of Quail Valley 1525, LLC (aka Midway Fitness). She reported that the Council held a Public Hearing on May 23, 2017 at which time the public record was left open and thereafter closed on June 20, 2017. Ms. Cornwell noted that the public comments received were submitted to the members of the Council. Additionally, Council asked staff to provide information on the square footage of buildings in and around the area and staff has provided that information in the Council packet.

**Future
Agenda
Items**

Mr. Burton requested that Conditional Use No. 2071 and Conditional Use No. 2074 be placed on the next Council agenda.

**Introduction
of Proposed
Ordinances**

Mr. Burton introduced the Proposed Ordinance 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 (Tax I.D. No. 334-6.00-511.00 and 334-6.00-512.00) (911 Address: Not Available).

Mr. Burton introduced 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 CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 16.669 ACRES, MORE OR LESS” (Change of Zone No. 1831) filed on behalf of East Gate Farm, Inc. (Tax I.D. No. 330-11.00-73.09) (911 Address: Not Available).

Mr. Burton introduced the Proposed Ordinance 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 (Tax I.D. No. 334-6.00-511.00 and 334-6.00-

- Introduction of Proposed Ordinances (continued)** **512.00) (911 Address: Not Available).**
Mr. Burton introduced the Proposed Ordinance entitled “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 2.13 ACRES, MORE OR LESS” (Change of Zone No. 1833) filed on behalf of Eagles Nest Fellowship Church (Tax I.D. No. 235-15.00-7.01) (911 Address: 13275 Reynolds Road and 26381 Broadkill Road, Milton).
- Council Members’ Comments** **Council Members’ Comments**
Mr. Cole, Mr. Arlett, and Mr. Burton reported on the NACo Conference that they recently attended.
Mr. Lawson reported that the agenda for August 1 is a light agenda and Council discussed whether or not to hold a meeting.
- M 347 17 Cancel Meeting** **A Motion was made by Mr. Cole, seconded by Mr. Burton, to cancel the August 1, 2017 meeting.**
Motion Adopted: 5 Yeas.
**Vote by Roll Call: Mr. Arlett, Yea; Mr. Burton, Yea;
 Mr. Wilson, Yea; Mr. Cole, Yea;
 Mr. Vincent, Yea**
- M 348 17 Go Into Executive Session** **At 11:43 a.m., a Motion was made by Mr. Arlett, seconded by Mr. Cole, to recess the Regular Session and go into Executive Session to discuss pending litigation.**
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 11:49 a.m., an Executive Session of the Sussex County Council was held in the Basement Caucus Room for the purpose of discussing pending litigation. The Executive Session concluded at 12:00 Noon.**
- M 349 17 Reconvene Regular Session** **At 12:02 p.m., a Motion was made by Mr. Cole, seconded by Mr. Burton, to come out of Executive Session and reconvene the Regular Session.**
Motion Adopted: 5 Yeas.

**M 349 17
(continued)** **Vote by Roll Call:** **Mr. Arlett, Yea; Mr. Burton, Yea;
Mr. Wilson, Yea; Mr. Cole, Yea;
Mr. Vincent, Yea**

E/S Action **There was no action on Executive Session matters.**

**M 350 17
Recess** **At 12:02 p.m., a Motion was made by Mr. Cole, seconded by Mr. Burton, to
recess until 1:30 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**

**M 351 17
Reconvene** **At 1:48 p.m., a Motion was made by Mr. Cole, seconded by Mr. Burton, to
reconvene.**

Motion Adopted: **3 Yeas, 2 Absent.**

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

Rules **Mr. Moore read the Rules of Procedure for public hearings.**

**Public
Hearing/
CU 2083** **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 AN OFFICE,
STORAGE BUILDING, STORAGE YARD AND CRUSHING OF
CONCRETE FOR A CONTRACTING BUSINESS TO BE LOCATED ON
A CERTAIN PARCEL OF LAND LYING AND BEING IN
GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 5.97
ACRES, MORE OR LESS” (Conditional Use No. 2083) filed on behalf of
Richard H. Bell III (Tax I.D. No. 135-15.00-79.03) (911 Address: 22592
Lewes-Georgetown Highway, Georgetown).**

**The Planning and Zoning Commission held a Public Hearing on this
application on June 22, 2017. On July 13, 2017, the Commission
recommended approval with the following conditions:**

- a. The recycling and crushing use shall be limited to concrete and the
steel that is encased. No other wood or metal chipping or grinding
shall occur and no other materials shall be accepted at the site for
crushing or recycling.**
- b. Crushing operations shall only occur between the hours of 9:00 a.m.
through 4:00 p.m. Monday through Friday. In addition, the operator
shall cooperate with Sports at the Beach so that crushing operations
do not unreasonably interfere with events occurring there.**

**Public
Hearing/
CU 2083
(continued)**

- c. **Materials may be accepted for the crushing and recycling operation between 7:00 a.m. and 5:00 p.m. Monday through Friday.**
- d. **Landscaping shall be installed to screen the use from adjacent residential dwellings. The landscaping shall be shown on the Final Site Plan.**
- e. **Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.**
- f. **Water shall be available at all times to control dust within the site.**
- g. **One lighted sign shall be permitted. It shall not be greater than 32 square foot per side.**
- h. **The Applicant shall comply with all roadway and entrance improvements required by DelDOT.**
- i. **The Applicant shall not advertise or display products within the front yard area except in the form of landscaping beds and planters.**
- j. **There shall be no parking within the front yard setback.**
- k. **The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated June 22 and July 13, 2017.)

Janelle Cornwell, Director of Planning and Zoning, reported on the Planning and Zoning Commission's public hearing and recommendation of approval.

The Council found that Richard Bell was present on behalf of his application. He stated that he owns Clean Cut Interlocking Pavers; that he proposes to use the project site for storage of materials, storing of pools, and for crushing concrete; that they recycle crushed concrete and use it underneath their projects; that he will minimize noise and dust; that a portion of the property is secured with fencing and a locking gate; that he has owned the site since 2005; that he rents out the residence on the site; that work at the site will only take place Monday through Friday; that five to ten trucks per day may access the site to dump rubble; that he would be agreeable to restrictions on crushing concrete (times allowed); that there will be a 20 foot wide landscape buffer on either side of the property; that no Traffic Impact Study was required and no turn lanes were required; that DelDOT has specified the design of the entrance; and that the crusher is mobile and at times will be taken to a job site. Mr. Bell discussed the location of the site, the entrance to the site, stormwater management, and described where he proposes to place storage piles and where the concrete crushing will take place. Mr. Bell commented on the Conditional Use permit approved in 2005 and the reason why it expired.

Mr. Bell noted the receipt of a letter of support from a neighbor, which has been made a part of the record.

Public comments were heard.

**Public
Hearing/
CU 2083
(continued)**

George Dick spoke in opposition to the proposed use. He stated that he lives across the road; that the Applicant has been hauling material to the property for a year; that he has concerns about noise and truck traffic; that no entrance has been applied for according to DelDOT; and that the use of the existing driveway for this use is dangerous.

There were no additional public comments and the Public Hearing was closed.

**M 352 17
Defer
Action on
CU 2083**

A Motion was made by Mr. Burton, seconded by Mr. Wilson, to defer action on Conditional Use No. 2083 filed on behalf of Richard H. Bell III.

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 2084**

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 RECYCLE CENTER AND WEIGHT SCALE OPERATION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GUMBORO HUNDRED, SUSSEX COUNTY, CONTAINING 30.89 ACRES, MORE OR LESS" (Conditional Use No. 2084) filed on behalf of Term 2, LLC (Tax I.D. No. 333-14.00-23.00) (911 Address: 20139 Lowes Road, Millsboro).

The Planning and Zoning Commission held a Public Hearing on this application on June 22, 2017. On July 13, 2017, the Commission recommended approval with the following conditions:

- a. The use shall be limited to a recycling center with a scale for concrete, asphalt, wood, soils and other similar materials. No food products, metals, sanitary wastes or liquids shall be accepted at the site.**
- b. Material acceptance and processing hours shall be limited to 7:00 a.m. through 7:00 p.m., Monday through Saturday.**
- c. There shall be a vegetated buffer of at least 50 feet from all boundaries of the site.**
- d. No material processing shall occur within 100 feet of County Road 427.**
- e. Water truck shall be available to control dust within the site.**
- f. One lighted sign shall be permitted. It shall not be greater than 32 square feet per side.**
- g. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

(See the minutes of the Planning and Zoning Commission dated June 22 and July 13, 2017.)

**Public
Hearing/
CU 2084
(continued)**

Janelle Cornwell, Director of Planning and Zoning, reported on the Planning and Zoning Commission's public hearing and recommendation of approval.

It was noted that an Exhibit Book was previously provided by the Applicant.

The Council found that Dennis Schrader, Attorney, was present with Barry Baker, Principal of the Applicant; Mike Reimann with Becker Morgan Group; and Kyle Lampron with Ten Bears Environmental. They discussed the proposed use of the property as a recycle center and weight scale operation, the history of the parcel, surrounding properties including commercial uses, water and sewer availability, and site plan. They presented information on the entrances, stormwater management, the use of a mobile crusher, berming, and structures on the site. They also explained that the proposed use is to allow for the property to operate as a construction material recycle yard with associated warehouse, construction equipment storage, and office space. It was noted that no Traffic Impact Study was required by DeIDOT.

The Applicant responded to Council's questions regarding the operation. He stated that that he does not sell crush; that there would be approximately 50 trips per day; that trucks can stack off of the roadway; and that it is a pre-existing use with no impact on neighbors.

Mr. Cole commented on the use of the site in the past as a borrow pit and the need for a reclamation plan. A discussion ensued on this matter.

There were no public comments and the Public Hearing was closed.

**M 353 17
Amend
Condition**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to amend the conditions recommended by the Planning and Zoning Commission with a new "g", as follows: "The Applicant shall comply with all DeIDOT requirements."

Motion Adopted: 5 Yeas.

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

**M 354 17
Amend
Condition**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to amend the conditions recommended by the Planning and Zoning Commission with a new "h", as follows: "Upon conclusion of the use of this Conditional Use, the site shall be reclaimed by planting trees and/or grass, and shall be noted on the Final Site Plan".

Motion Adopted: 3 Yeas, 2 Nays.

**M 354 17
(continued)**

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

Mr. Moore noted that the Commission’s recommended condition “g” would move to condition “i”.

**M 355 17
Adopt
Ordinance
No. 2510/
CU 2084**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to Adopt Ordinance No. 2510 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A RECYCLE CENTER AND WEIGHT SCALE OPERATION TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GUMBORO HUNDRED, SUSSEX COUNTY, CONTAINING 30.89 ACRES, MORE OR LESS” (Conditional Use No. 2084) filed on behalf of Term 2, LLC, with the following conditions, as amended:

- a. The use shall be limited to a recycling center with a scale for concrete, asphalt, wood, soils and other similar materials. No food products, metals, sanitary wastes or liquids shall be accepted at the site.**
- b. Material acceptance and processing hours shall be limited to 7:00 a.m. through 7:00 p.m., Monday through Saturday.**
- c. There shall be a vegetated buffer of at least 50 feet from all boundaries of the site.**
- d. No material processing shall occur within 100 feet of County Road 427.**
- e. Water truck shall be available to control dust within the site.**
- f. One lighted shall be permitted. It shall not be greater than 32 square feet per side.**
- g. The Applicant shall comply with all DelDOT requirements.**
- h. Upon conclusion of the use of this Conditional Use, the site shall be reclaimed by planting trees and/or grass, and shall be noted on the Final Site Plan.**
- i. The Final Site Plan shall be subject to the review and approval of the 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/
CZ 1819**

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 DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 13.063 ACRES, MORE OR LESS” (Change of Zone No. 1819) filed on behalf of MTC

**Public
Hearing/
CZ 1819
(continued)**

Properties, LLC (Tax I.D. No. 530-14.00-24.00 (portion of) (911 Address: 14485 Sussex Highway, Bridgeville).

The Planning and Zoning Commission held a Public Hearing on this application on June 22, 2017. On July 13, 2017, the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated June 22 and July 13, 2017.)

Janelle Cornwell, Director of Planning and Zoning, reported on the Planning and Zoning Commission's public hearing and recommendation of approval.

The Council found that J.J. Carter, one of the owners of All-Span was present on behalf of the application. He stated that All-Span owns the property under MTC Properties, LLC; that they wish to expand the business; that they wish to change the Conditional Use for truss manufacturing to CR-1 zoning so they are not limited to truss manufacturing in the future; that they wish to offer more products and services; that commercial zoning is not out of character with the area as other commercial uses are in close proximity; that a commercial entrance with curbing and a deceleration lane already exists; that only a portion of the parcel is being requested to be rezoned; that the survey shows the area to be rezoned; that the existing site where they manufacture trusses is zoned C-1 goes 600 feet to the back and they are asking for a continuation of the 600 feet forward.

There were no public comments and the Public Hearing was closed.

**M 356 17
Adopt
Ordinance
No. 2511/
CZ 1819**

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to Adopt Ordinance No. 2511 entitled "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 NORTHWEST FORK HUNDRED, SUSSEX COUNTY, CONTAINING 13.063 ACRES, MORE OR LESS" (Change of Zone No. 1819) filed on behalf of MTC Properties, LLC.

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 1823**

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 DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR

**Public
Hearing/
CZ 1823
(continued)**

A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.4890 ACRES, MORE OR LESS” (Change of Zone No. 1823) filed on behalf of WMF Watercraft & Marine, Inc. (Tax I.D. No. 234-29.00-64.00, 64.01, and 65.00) (911 Address: 27037 John J. Williams Highway, Millsboro).

The Planning and Zoning Commission held a Public Hearing on this application on June 22, 2017. On July 13, 2017, the Commission recommended approval.

(See the minutes of the Planning and Zoning Commission dated June 22 and July 13, 2017.)

Janelle Cornwell, Director of Planning and Zoning, reported on the Planning and Zoning Commission’s public hearing and recommendation of approval.

It was noted that an Exhibit Book was previously provided by the Applicant.

The Council found that Tim Willard, Attorney, was present with William Forenski, Principal of WMF Watercraft & Marina, and Ring Lardner of Davis Bowen & Friedel. They stated that the proposed project is currently used for watercraft sales, storage and repair; that the business has grown and needs more storage space; that the lots are currently vacant; that they are asking that all three lots totaling approximately 4 acres be rezoned; that the Applicant wishes to rezone the property so that the existing use will become a permitted use; that a Traffic Impact Study was not required; that the use is compatible with the area; that it is a fill-in of a commercial area; and that since it is an existing use, an entrance approval from DeIDOT is not required.

There were no public comments and the Public Hearing was closed.

**M 357 17
Adopt
Ordinance
No. 2512/
CZ 1823**

A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to Adopt Ordinance No. 2512 entitled “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 INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 4.4890 ACRES, MORE OR LESS” (Change of Zone No. 1823) filed on behalf of WMF Watercraft & Marine, Inc.

Motion Adopted: 5 Yeas.

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

**M 358 17
Adjourn**

A Motion was made by Mr. Cole, seconded by Mr. Arlett, to adjourn at 3:23 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.}

DRAFT

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

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

July 26, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SEAGROVE (AKA HARLTON) - PHASE 2
AGREEMENT NO. 694 - 1

DEVELOPER:

Mr. Richard Boyle
Harlton Acquisitions, L.L.C.
53 Atlantic Avenue Suite 1 Oak Square Professional Building
Ocean View, DE 19970

LOCATION:

East of Rd 348A
Iron Lane & Murray Rd.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

191 Lot Residential Sub-Division. 48 Lots in this
Phase.

SYSTEM CONNECTION CHARGES:

\$277,200.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/30/15

Department of Natural Resources Plan Approval
01/21/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 65

Construction Admin and Construction Inspection Cost – \$45,253.20

Proposed Construction Cost – \$301,688.00



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

July 26, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SEAGROVE (AKA HARLTON) - PHASE 3
AGREEMENT NO. 694 - 2

DEVELOPER:

Mr. Richard Boyle
Harlton Acquisitions, L.L.C.
53 Atlantic Avenue Suite 1 Oak Square Professional Building
Ocean View, DE 19970

LOCATION:

East of Rd 348A
Iron Lane & Murray Rd.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

191 Lot Residential Sub-Division. 28 lots in this phase.

SYSTEM CONNECTION CHARGES:

\$161,700.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/30/15

Department of Natural Resources Plan Approval
01/21/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 27

Construction Admin and Construction Inspection Cost – \$16,210.50

Proposed Construction Cost – \$108,070.00



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

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

July 26, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SEAGROVE (AKA HARLTON) - PHASE 4
AGREEMENT NO. 694 - 3

DEVELOPER:

Mr. Richard Boyle
Harlton Acquisitions, L.L.C.
53 Atlantic Avenue Suite 1 Oak Square Professional Building
Ocean View, DE 19970

LOCATION:

East of Rd 348A
Iron Lane & Murray Rd.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

191 Lot Residential Sub-Division. 42 lots in this phase.

SYSTEM CONNECTION CHARGES:

\$242,550.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/30/15

Department of Natural Resources Plan Approval
01/21/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 40
Construction Admin and Construction Inspection Cost – \$22,075.20
Proposed Construction Cost – \$147,168.00



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

July 26, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SEAGROVE (AKA HARLTON) - PHASE 5
AGREEMENT NO. 694 - 4

DEVELOPER:

Mr. Richard Boyle
Harlton Acquisitions, L.L.C.
53 Atlantic Avenue Suite 1 Oak Square Professional Building
Ocean View, DE 19970

LOCATION:

East of Rd 348A
Iron Lane & Murray Rd.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

191 Lot Residential Sub-Division. 49 lots in this phase.

SYSTEM CONNECTION CHARGES:

\$282,975.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/30/15

Department of Natural Resources Plan Approval
01/21/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 70

Construction Admin and Construction Inspection Cost – \$48,678.00

Proposed Construction Cost – \$324,520.00



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

July 26, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SEAGROVE (AKA HARLTON) - PHASE 6
AGREEMENT NO. 694 - 5

DEVELOPER:

Mr. Richard Boyle
Harlton Acquisitions, L.L.C.
53 Atlantic Avenue Suite 1 Oak Square Professional Building
Ocean View, DE 19970

LOCATION:

East of Rd 348A
Iron Lane & Murray Rd.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

191 Lot Residential Sub-Division. 31 lots in this phase.

SYSTEM CONNECTION CHARGES:

\$179,025.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/30/15

Department of Natural Resources Plan Approval
01/21/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 30

Construction Admin and Construction Inspection Cost – \$17,681.10

Proposed Construction Cost – \$117,874.00



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

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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

BRAD HAWKES
DIRECTOR OF UTILITY ENGINEERING

July 26, 2017

FACT SHEET

SUSSEX COUNTY PROJECT 81-04
SEAGROVE (AKA HARLTON) - PS&FM - PHASE 1B
AGREEMENT NO. 694 - 6

DEVELOPER:

Mr. Richard Boyle
Harlton Acquisitions, L.L.C.
53 Atlantic Avenue Suite 1 Oak Square Professional Building
Ocean View, DE 19970

LOCATION:

East of Rd 348A
Iron Lane & Murray Rd. Pump station and Force
main.

SANITARY SEWER DISTRICT:

Millville Expansion of the Bethany Beach Sanitary Sewer District

TYPE AND SIZE DEVELOPMENT:

Pump Station and Force Main.

SYSTEM CONNECTION CHARGES:

\$0.00

SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval
12/30/15

Department of Natural Resources Plan Approval
01/21/16

SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 60

Construction Admin and Construction Inspection Cost – \$69,298.43

Proposed Construction Cost – \$461,989.50



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

TODD F. LAWSON
COUNTY ADMINISTRATOR
(302) 855-7742 T
(302) 855-7749 F
tlawson@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Todd F. Lawson
County Administrator

RE: **ELLENDALE WATER DISTRICT**

DATE: August 4, 2017

During Tuesday's meeting, the Council is scheduled to discuss the efforts to establish an Ellendale Water District. Contrary to some reports, the District is not established and more steps are required – including a referendum – before the District is created and moves forward.

As you know, Delaware Code authorizes the process for a requisite number of petitions from a community to submit the question of establishing a water district to the community to a vote of the electors in the district. In the case of Ellendale, the County has received the requisite number of petitions to proceed.

Staff believes it is appropriate to host a community meeting to answer questions and concerns about this proposal. The notifications regarding the meeting are attached. The meeting will take place Wednesday, August 16 at 6:00 PM at the Ellendale Fire Company. The County will also hold a public hearing on this matter to ensure a record is established prior to the final establishment of the district boundary.

Subsequently, Council must approve the establishment of the final boundary. Then the question will be put to the community for approval via a referendum vote.

A presentation with further details will be made during Tuesday's meeting. Please let me know if you have any questions or concerns.

TFL/nc



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

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

July 17, 2017

**REF: PROPOSED ELLENDALE WATER DISTRICT
FILE NO: EW-1.05**

Dear Property Owner:

Recently Sussex County has received several inquiries from residents in the Ellendale community concerning the establishment of a Sussex County Water District in the greater Ellendale Area. Subsequently, County staff met with interested parties as well as Town Council and explained the process.

Now the required number of formal petitions have been submitted to proceed with the process of establishing a potential district boundary. The area the County is considering for the water district is shown on the back of this letter and is based on an expanded area of the existing Ellendale Sewer District.

At this point, the County would like to host a community meeting to explain the process to establish a water district for the Ellendale community. The community meeting will take place on **Wednesday, August 16, 2017 at 6:00 PM** in the Ellendale Fire Hall. Anyone interested in this topic is invited to attend and listen to the County's presentation and to ask questions.

Thank you for your timely response. If you have any questions, please contact our office at (302) 855-1299.

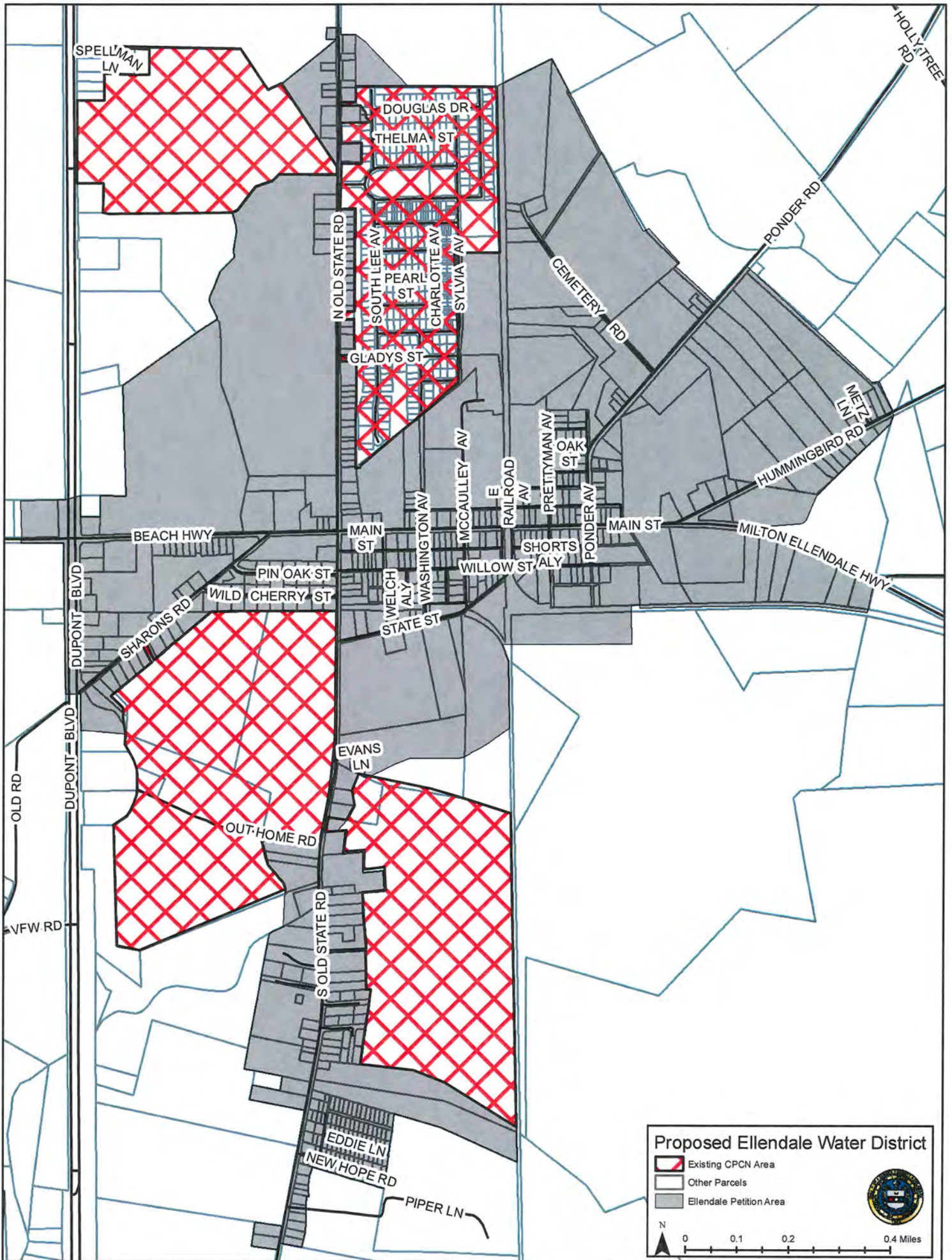
Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

John J. Ashman
Director of Utility Planning



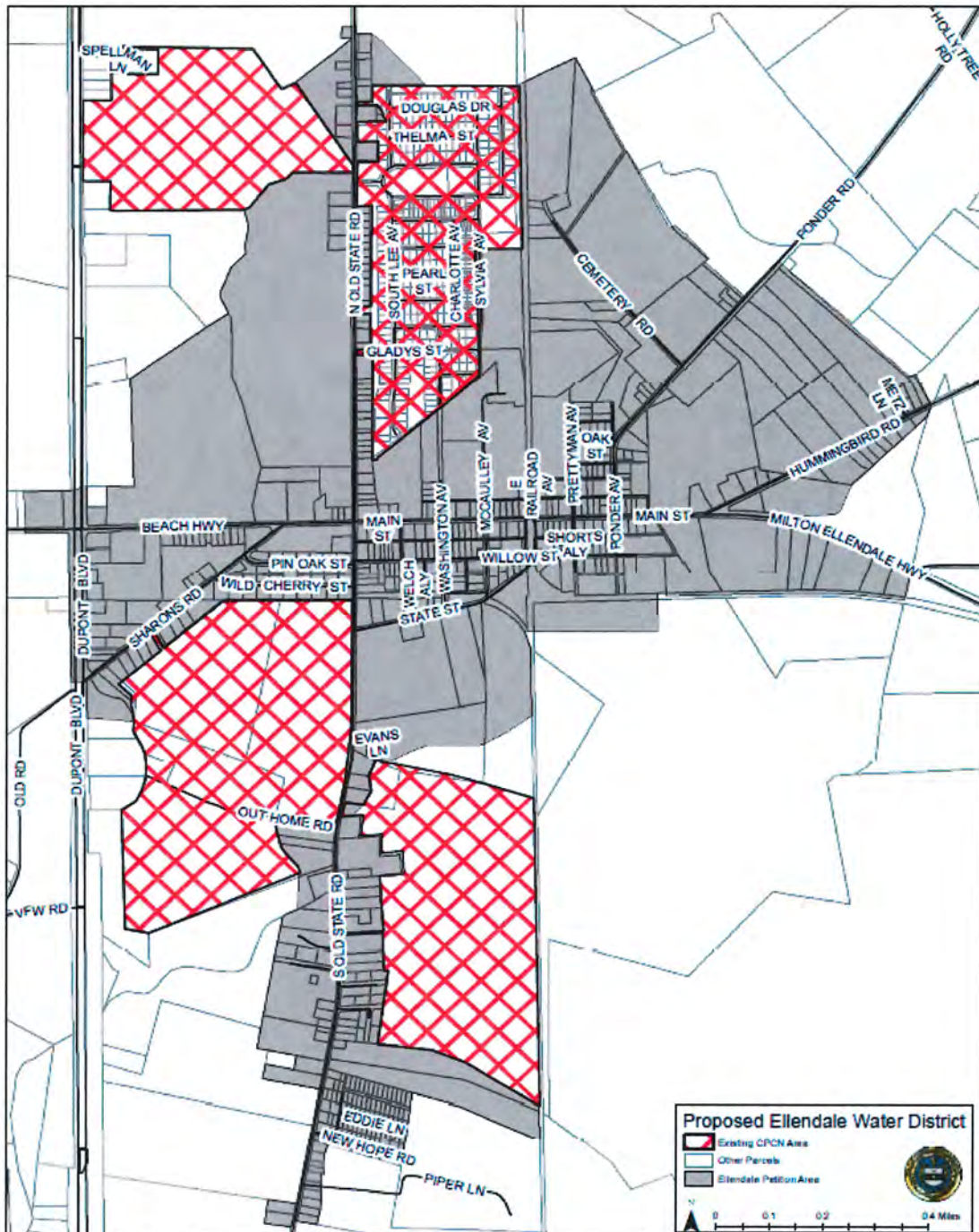
COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947



NOTICE OF PUBLIC MEETING PROPOSED ELLENDALE WATER DISTRICT

Wednesday, August 16, 2017 at 6:00pm
Ellendale Volunteer Fire Company

Sussex County has received the required number of formal petitions to proceed with establishing a potential water district boundary for the Greater Ellendale Area. We have established a proposed boundary and would like to host a community meeting to explain the process of establishing a water district. All property owners and residents affected by the proposal are encouraged to attend.



FINANCE DEPARTMENT
ACCOUNTING DIVISION

ANDREA M. WALL
MANAGER
awall@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7853 T
(302) 855-7722 F

MEMORANDUM

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

FROM: Andrea Wall, Manager of Accounting

DATE: July 31, 2017

RE: Federal Payments in Lieu of Taxes

A check in the amount of \$41,324 has been received from the United States Department of the Interior, Fish and Wildlife Service, as a federal payment in lieu of taxes for the Prime Hook National Wildlife Refuge. This check represents payments under the Refuge Revenue Sharing Act covering Fiscal Year 2016.

The amount is calculated by the U.S. Fish and Wildlife Service by prorating the total funds available for payment. This check is funded through revenues generated from the Prime Hook National Wildlife Refuge and from a supplemental congressional appropriation. Sussex County may use these funds for any governmental purpose.

The County does not collect property taxes from the Federal Government for the Prime Hook National Wildlife Refuge. In return, the Federal Government gives the County this payment in lieu of taxes. In the past, these funds have been allocated in the same percentage as the other County tax collections. The attached spreadsheet shows the recommended allocation of these funds based on assessed value of the Prime Hook Refuge. I will be presenting this allocation for Council's authorization on August 8, 2017.

Please feel free to call me if you have any questions.

TAXING AUTHORITY	TAX RATE	% OF TOTAL	GRANT AMOUNT	
MILFORD SCHOOL DISTRICT				
Sussex County	0.3983%	6.4605%	\$616.44	\$9,541.71
Library	0.0467%	0.7575%	\$72.28	
Sussex Tech	0.3289%	5.3348%	\$509.03	
Milford School	5.3913%	87.4473%	\$8,343.96	
	6.1652%	100.0000%	\$9,541.71	
CAPE HENLOPEN DISTRICT				
Sussex County	0.3983%	9.9902%	\$3,175.12	\$31,782.29
Library	0.0467%	1.1713%	\$372.28	
Sussex Tech	0.3289%	8.2495%	\$2,621.89	
Cape School District	3.2130%	80.5889%	\$25,613.00	
	3.9869%	100.0000%	\$31,782.28	<u>\$41,324.00</u>
SUMMARY				
Sussex County			\$3,791.56	
Library			\$444.56	
Vocational School			\$3,130.92	
Milford School			\$8,343.96	
Cape School District			\$25,613.00	
			<u>\$41,324.00</u>	

NOTE:

Per Chris Keeler, Director of Assessment, 23.09% of the Primehook National Wildlife Refuge land assessed value in Sussex County is within the Milford School District and 76.91% is within the Cape Henlopen School District. Appropriate shares have been determined based on these percentages

A deposit from US Dept of Interior for \$41,324 was deposited to the general fund on 7/28/2017

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 I.G. Burton, III
The Honorable Robert B. Arlett
The Honorable Samuel R. Wilson, Jr.

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

RE: *Agreement for Wastewater and Biosolids Services with the City of Rehoboth Beach (CRB)*

DATE: August 8, 2017

In July 2016, the Engineering Department gave a presentation to County Council on proactive wastewater infrastructure planning in the North Coastal Planning Area. The goal was to **effectively diversify the County's transmission, treatment and biosolids options**. Based on the presented recommendation, Council authorized negotiations with other wastewater service providers for the utilization of existing wastewater capacity, ultimately resulting in Council's approval of wastewater and biosolids service agreements with the Lewes Board of Public Works and a bulk wastewater services agreement with Artesian Wastewater Management, Inc.

The Department is now presenting a request for the approval of a combined agreement with the City of Rehoboth Beach (CRB) for wastewater treatment, as well as biosolids services. The Dewey Beach and Henlopen Acres areas of the Sussex County Unified Sewer District have been discharging wastewater to the CRB facility for thirty-five years under a 1983 agreement. The proposed new agreement completely replaces the 1983 flow limited version. Treatment capacity allocation is now based on a percentage of the facility's year-round permitted design capacity. The Agreement sets the initial allocation for Sussex County at the historical 42% mark, however, it further allows the County to increase said allocation to 50% after the first year of full facility operation. Access to additional, available allocation is possible through payment of CRB's sewer impact fees.

This arrangement takes advantage of the seasonal drop off in flow at the CRB facility allowing the County's Wolfe Neck Regional Wastewater Facility to better deal with weather related issues by shedding flow to the CRB facility. The arrangement can be applied system wide and currently one (1) interconnection point is under consideration in addition to the ones serving Dewey Beach and Henlopen Acres. The Engineering Department will request design authorization for the future interconnection and once fully permitted, propose utilizing the General Labor & Equipment Contract for implementation with prior Council approval.



Payment of operational, maintenance and administrative costs at the CRB facility will be split between the CRB and Sussex County based on actual flows. CRB is funding the current outfall and facility upgrade projects through Delaware's State Revolving Loan Fund (SRF). Payment for the associated debt service will be allocated in accordance with each party's respective plant capacity reservation.

The Agreement is set up as a partnership manifesting itself in Article X -Project Cooperation which allows the County to review and comment on future outfall, wastewater treatment facility and shared transmission system projects. It goes further by saying CRB and Sussex County can jointly develop add alternates under the current treatment upgrade project and either party has the unilateral authority to require an add alternate that will be solely funded by the requesting party.

However, the cooperation goes beyond wastewater and Article VII deals with available SRF Land Conservation and/or Water Quality Improvement funding associated with the underlying SRF loan. The intention is that the benefit from any such funding shall be attributed to the parties in accordance with the respective ratios of capacity and further defined in a separate agreement solely dedicated to this issue.

The initial term of the Agreement is for twenty-five (25) years; however, it will be extended for an additional twenty-five (25) year term if the County is not in default on any of the terms or conditions. The Agreement has been developed in conjunction with the Assistant County Attorney and the City Solicitor and both have signed off on its final form. The Mayor and Commissioners of Rehoboth Beach are scheduled to review the Agreement August 7, 2017.

On August 30, 2016, County Council approved a comprehensive expansion project to the Inland Bays Regional Wastewater Facility (IBRWF). The project contained among other aspects, a regional biosolids handling facility capable of consistently producing a Class A biosolids product. The proposed facility will operate most efficiently with third party loadings in addition to the County facilities' contributions allowing for extended continuous operations of the equipment.

The Agreement proposes to integrate the associated underlying biosolids arrangement rather than dealing with the issue on a stand-alone basis. In a cooperative engineering effort, the CRB and Sussex County have integrated in their respective facility upgrade designs, the transfer of Class B biosolids to IBRWF for final treatment. Sussex County will facilitate transportation from all participating municipal wastewater facilities, and the CRB will pay an annual bio-solids handling fee related to debt service and equipment depreciation based on actual tonnage delivered. CRB will pay no fee for operational costs because the overall tracking and billing effort would eventually outweigh the benefit with an expanding County share of the flows to the CRB facility. The IBRWF design is currently ongoing and the Engineering Department anticipates a fully operational facility with these improvements in place by June of 2019. Until then, all prospective partners will continue their respective independent biosolids operations.

In summary, the Agreement provides for a full wastewater partnership between the City of Rehoboth Beach and Sussex County. Therefore, approval is recommended by the Engineering Department.

AGREEMENT FOR WASTEWATER & BIOSOLIDS SERVICES

Between

CITY OF REHOBOTH BEACH

and

SUSSEX COUNTY

The Agreement for Services is made and entered this __ day of _____, 2017 (“Effective Date”), by and between THE CITY OF REHOBOTH BEACH, a municipality of the State of Delaware (hereinafter referred to as “Rehoboth”), and SUSSEX COUNTY, a political subdivision of the State of Delaware (hereinafter referred to as “County”).

WHEREAS, Rehoboth owns a wastewater treatment plant located on Bay Road in Rehoboth Beach, Delaware to be referred to as the “Rehoboth Beach WWTP;” and

WHEREAS, Rehoboth and the County entered into agreements dated August 23, 1983, to allow the County to transmit sanitary sewage from its Dewey Beach Sanitary Sewer District and its Henlopen Acres Sanitary Sewer District to the Rehoboth Beach WWTP for treatment and disposal (“1983 Agreements”), which were later amended by the parties; and

WHEREAS, the County proposes to convey sanitary waste emanating from the collection facilities of Dewey Beach Sanitary Sewer District, Henlopen Acres Sanitary Sewer District, and future points of connection to the sanitary sewer system for treatment at the Rehoboth Beach WWTP; and

WHEREAS, Rehoboth is in the process of upgrading the treatment and disposal capability of the Rehoboth Beach WWTP through the construction of an ocean outfall,

treatment plant upgrades, and other associated infrastructure, which will maintain the permitted maximum monthly Design Capacity of the Rehoboth Beach WWTP; and

WHEREAS, the parties to this Agreement desire to mutually develop design alternatives to the treatment plant upgrades potentially expanding its permitted capacity; and

WHEREAS, the County is in the process of constructing a biosolids treatment facility at its Inland Bays Regional Wastewater Facility; and

WHEREAS, Rehoboth wishes to continue to provide wastewater treatment services to the County, and the County wishes to provide biosolids services for the Rehoboth Beach WWTP; and

WHEREAS, the parties have adopted this Agreement to replace and supersede the 1983 Agreements as amended; and

WHEREAS, in exchange for the payments set forth herein, the parties shall perform the following wastewater services for the other party; and

WHEREAS, the parties believe that this Agreement is in the best interest of their constituents as it provides for public health, safety, and welfare of the citizens of Rehoboth and County; and

WHEREAS, the parties hereby agree to the following terms and conditions set forth below.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - TERM OF AGREEMENT

Upon the Effective Date of this Agreement, the 1983 Agreements and any amendments thereto are hereby terminated and replaced in their entirety by this Agreement. The term of the Agreement shall commence on the Effective Date and expire twenty-five

(25) years therefrom, unless extended as set forth herein. After the initial term expires, the Agreement shall be renewed, at the County's option, for an additional 25-year renewal term, provided that the County is not in default under the terms of this Agreement at the time of exercising this option.

The County must notify Rehoboth in writing no later than one year (365 days) prior to this Agreement's expiration, in order to indicate the County's intentions to either renew or terminate this Agreement. If the County does not indicate their intentions in writing to Rehoboth, as described above, then this Agreement will be automatically renewed on a year to year basis.

ARTICLE II - DEFINITION OF TERMS

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

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

B. "Actual Metered Flow" shall mean the sum of the individual metered flows of sewage discharged from the County's Collection System for treatment at the Rehoboth Beach WWTP.

C. "Biological Treatment" shall mean the handling of Sewage by means of biological processes performed within the Rehoboth Beach WWTP.

D. "Bond" shall mean any notes, bonds, certificates of indebtedness or other debt obligations authorized and issued by Rehoboth for the purpose of financing the construction of the Ocean Outfall Project, future sewage treatment plant upgrade projects, and Shared Transmission System projects required to meet regulatory obligations.

E. "Collection System" shall mean local gravity pipelines and pump station(s) with pressurized pipelines, and other appurtenances used to convey County sewer discharge to Rehoboth's designated connection point.

F. “Connection Points” shall mean: 1) the existing point of connection where the County’s separate force mains directly connect the Dewey Beach Sanitary Sewer District into the Rehoboth WWTP; 2) the existing point of connection into Rehoboth’s Transmission System located at the intersection of Lee Street and Roosevelt Street which connects Henlopen Acres Sanitary Sewer District into the Rehoboth Beach WWTP; and 3) the future point of connection for the West Rehoboth Sanitary Sewer District to be constructed at a location to be determined by the parties. This definition shall mean any other points of connection which may be established in the future by the mutual agreement of the parties.

G. “Debt Service” shall mean the sum of the interest payable on Bonds during a specific period and the principal amount of the Bonds maturing by the express terms during such period.

H. “Design Capacity” shall mean the treatment and disposal capacity at the Rehoboth Beach WWTP and the Shared Transmission System that results in complete treatment or operation and does not exceed regulatory limits.

I. “Ocean Outfall Project” shall mean the construction of the ocean outfall and the associated infrastructure and appurtenances.

J. “Rehoboth Beach WWTP” shall mean the treatment plant and any disposal facilities including any future additions, modifications, or improvements thereto.

K. “Reserve Account” shall mean the separate account held by Rehoboth for emergencies or unforeseen contingencies in excess of the amount needed to operate the Rehoboth Beach WWTP.

L. “Sewage” or “discharge” shall mean water-carried, sanitary waste discharged from residences, businesses and institutions.

M. “Shared Transmission System” shall mean collector gravity pipelines and pump station(s) with pressurized pipelines owned by Rehoboth and used to convey both County and Rehoboth sewage to the Rehoboth Beach WWTP.

N. “Total Annual Rehoboth Beach WWTP and Shared Transmission System Operating Costs” shall mean as follows: all actual costs and expenses incurred annually by Rehoboth in conducting the operations of the Rehoboth Beach WWTP and Shared Transmission System for the purposes of conveying and treating the sewage from the County, including all costs of labor, materials, supplies, equipment, contracted services and other necessary expenses, including but not limited to Rehoboth’s administrative costs associated with operation of the Rehoboth Beach WWTP and Shared Transmission System, less any grant funding received for these operating costs, but excluding any debt service or other expenses otherwise recouped under this Agreement. Any costs that do not relate directly or indirectly to the burden of maintaining and operating the Rehoboth Beach WWTP and Shared Transmission System for purposes of conveying, treating, and disposing of the County’s sewage flow shall be excluded from the calculation of the Total Annual Rehoboth Beach WWTP and Shared Transmission Operating Costs.

O. “Transmission System” shall mean collector gravity pipelines and pump station(s) with pressurized pipelines used to convey sewage to Rehoboth’s Wastewater Treatment Facility.

P. “WWTP Upgrade Project” shall mean the construction project to upgrade the Rehoboth Beach WWTP currently under design that Rehoboth is to publicly bid and complete in the years 2018 and 2019.

ARTICLE III – REHOBOTH’S WASTEWATER TREATMENT SERVICES

The services to be rendered to the County by Rehoboth shall be sufficient to carry out and perform the functions contemplated by the terms of this Agreement, including but not limited to the following:

A. Transmission of Sewage

For the Connection Points requiring transmission through Rehoboth’s Transmission System, Rehoboth agrees to transmit the County’s sewage through its Transmission System

to the Rehoboth Beach WWTP downstream of the designated Connection Point and to reserve capacity for this purpose. Rehoboth does not assume any obligations related to the County's Collection or Transmission Systems upstream of the Connection Points.

B. Treatment of Sewage

Rehoboth agrees to accept the County's sanitary sewage flows at the Connection Points up to the quantity limits set forth in the Agreement and treat County's sewage to a degree sufficient to enable the final effluent to comply with the Rehoboth Beach WWTP's National Pollutant Discharge Elimination System ("NPDES") Permit and to dispose of such treated effluent in compliance with said NPDES Permit and any other applicable laws, regulations, or policies.

**ARTICLE IV - CHARACTERISTICS AND QUANTITY OF COUNTY'S
SEWAGE**

Rehoboth's obligation to transmit, treat, and dispose of County's sewage, as required hereunder shall be subject to the following conditions:

A. Quality of Sewage

The County's Sewage will be acceptable provided that these two criteria are met: (1) upon the addition of said sewage to the sewage flow entering the Rehoboth Beach WWTP, the resulting combined sewage flow is amenable to Biological Treatment; and (2) the County's contribution directly and solely does not result in a violation of standards in the NPDES Permit for the Rehoboth WWTP; and provided that the Sewage meets the following additional criteria:

- (1) Biochemical Oxygen Demand less than 250 milligrams per liter and Suspended Solids less than 250 milligrams per liter.
- (2) Temperature less than 150 degrees F.
- (3) Contains less than 100 parts per million by weight of fat, oil, or grease.

(4) Contains no gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

(5) Contains only garbage that has been properly shredded.

(6) Contains no substance capable of causing obstruction to the flow in the collection and transmission system or other interference with the proper operation of the sewer system.

(7) pH greater than 6.0 and lower than 8.4 pH units

(8) Contains no toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewer system.

(9) Contains no noxious or malodorous gas or substance capable of creating a public nuisance.

(10) Contains no radioactive materials.

(11) Is not highly colored.

B. Quantity of Sewage

Upon the Effective Date of this Agreement, the capacity for the County at the Rehoboth Beach WWTP shall continue to be reserved in accordance with those limits set forth in the 1983 Agreement for the Dewey Beach Sanitary Sewer District, Article III, Section 3.02. After accepting the WWTP Upgrade and the Ocean Outfall Projects, and commencement of full operations of the improvements made thereunder, whichever later occurs, Rehoboth shall reserve capacity for the County at the Rehoboth Beach WWTP not to exceed forty-two percent (42%) of the Design Capacity which equates to the following quantities:

(1) Actual Metered Flow of forty-two percent (42%) of plant design capacity, as recorded in any twenty-four consecutive hours.

(2) A sum of instantaneous maximum flow at the Connection Points of three times the County's reserve capacity on a gallons per minute basis.

After the expiration of the first calendar year, but before the expiration of the second calendar year, following the date of commencement of the full operation of the WWTP Upgrade Project, the County may request in writing to utilize more capacity, up to an additional eight percent (8%) of the Design Capacity or a total of fifty percent (50%) of the Design Capacity on a gallons per day basis, with an instantaneous maximum flow at the connection points three times the County's revised reserve capacity on a gallons per minute basis.

After the County's allocation of fifty percent (50%) Design Capacity has been utilized, the County may apply in writing for additional capacity in excess of the agreed allocated Design Capacity, which Rehoboth may approve or reject in its sole discretion. If accepted, the County shall pay for this additional capacity through payment of Rehoboth's applicable sewer impact fee as set forth in the City of Rehoboth Code at the time the County's request is accepted.

ARTICLE V – PAYMENT FOR REHOBOTH'S SERVICES

A. Payment for Reservation of Capacity

To compensate Rehoboth for the capacity reservations under this Agreement, the County shall pay the corresponding percentage of Debt Service for the capacity reservation associated with the WWTP Upgrade Project, the Ocean Outfall Project, and future treatment plant upgrade projects, unless separately funded by the County as set forth in this Agreement. Rehoboth shall send an invoice to the County for Debt Service costs in accordance with the invoicing schedule for Rehoboth's funds obtained through any legally issued Bond. The County shall pay the undisputed amounts of any invoice received from Rehoboth for such costs within thirty (30) days of receipt thereof. Rehoboth shall send the first invoice to the County within thirty (30) days after its receipt of the first Bond invoice.

B. Payment for Operational Costs

The County shall pay its proportion of the Total Annual Rehoboth Beach WWTP and Shared Transmission System Operating Costs quarterly in advance, based on Rehoboth's adopted Annual Rehoboth Beach WWTP and Shared Transmission System Operating Budget, and the County's percentage of quarterly flow as estimated from previous similar quarters. Annual reconciliation billing for Annual Rehoboth Beach WWTP and Shared Transmission Systems Operational Costs shall be based on the actual Annual Rehoboth Beach WWTP and Shared Transmission System Operational Costs multiplied by the percentage of actual measured County flow in proportion to the total flows into the Rehoboth Beach WWTP. The County's actual flows shall be measured as set forth in Article VI and sent to Rehoboth at the end of each month. Rehoboth shall prepare and send the County quarterly and annual reconciliation invoices, and to the extent undisputed, the County shall pay the invoice within thirty (30) days after its receipt of the invoice. If Rehoboth is to reimburse the County for any overpayment, that reimbursement shall be provided to the County with the reconciliation invoice.

C. Payment for the Reserve Account

The County shall contribute annually to the Reserve Account in an amount determined by Rehoboth to be necessary to establish and maintain a Reserve Account as set forth herein. The total Reserve Account maintained by Rehoboth may not exceed five percent (5%) of the replacement value of the Rehoboth Beach WWTP. Rehoboth shall send an invoice annually for the County's proportionate share of this Reserve Account based on the County's actual flow to the WWTP during the previous year. Rehoboth shall utilize the funds in the Reserve to address any emergencies or unforeseen costs with respect to the Rehoboth WWTP. Any expenditure from this account shall be reported to the County within thirty (30) days after the cost is incurred and/or before the withdrawal from the Reserve Account is made, whichever first occurs.

ARTICLE VI - MEASUREMENT OF COUNTY'S SEWAGE FLOW

All measurements of County's sewage flow, as required by this Agreement, shall be performed under a monitoring program conducted and paid for by the County. The results of all flow measurements shall be provided to both parties monthly. The metering device utilized to measure County's sewage flow shall be calibrated annually by an independent testing agency. The results of the calibrations shall be made available to Rehoboth. If the calibration reveals a discrepancy greater than five percent (5%), the monthly sewer billing for operational costs to the County shall be adjusted (up or down) in the amount of the discrepancy for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within five percent (5%) accuracy. Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy, unless the parties agree otherwise.

ARTICLE VII – TRANSMISSION SYSTEM CONTRIBUTION

Rehoboth and the County shall be jointly responsible on a flow proportional basis for all future capital expenses associated with Rehoboth's Shared Transmission System downstream of a Connection Point. Rehoboth shall ensure that any other contract user of this portion of Rehoboth's Shared Transmission System bears its proportionate responsibility of such expenses based on its measured flows.

ARTICLE VIII – STATE FUNDING

If either Rehoboth or the County utilizes State Land Conservation or Water Quality Improvement funding or any other funding provided through the State of Delaware that benefits either party in their respective rights and obligations hereunder, the parties agree that prior to either party's acceptance of such funding, the parties will enter a separate agreement to address the impact of those funds on this Agreement. Notwithstanding the foregoing, in the absence of unforeseen circumstances or contingencies, the parties'

intention is that the benefit from any such funding shall be attributed to the parties in accordance with the respective ratios of capacity reserved at the Rehoboth WWTP for each party.

ARTICLE IX – COUNTY’S BIOSOLIDS TREATMENT SERVICES

The County agrees to undertake the treatment of the biosolids produced from the Rehoboth Beach WWTP at the Inland Bays Regional Wastewater Treatment Plant Biosolids Facility (“Biosolids Facility”) after the County notifies Rehoboth that the Biosolids Facility is ready and able to accept the biosolids from the Rehoboth Beach WWTP.

A. Transportation

The County agrees to transport the biosolids from the Rehoboth Beach WWTP to the Biosolids Facility. In order to initiate transport, Rehoboth shall send electronic notice to the County’s staff member(s) designated to receive orders at the Biosolids Facility. Within three (3) business days after receipt, the County shall send a truck to the Rehoboth Beach WWTP to pick up the biosolids delivery.

B. Treatment

The County agrees to accept for further treatment for the Rehoboth Beach WWTP the digested Class B biosolids with a minimum 16% solids content up to a maximum of 24% solids content, provided that the County reserves the right to refuse any truckloads of biosolids that would cause the Biosolids Facility to exceed the concentration standards set by law. The County also reserves the right to refuse truckloads that are not within the mandatory range of 16% to 24% solids content.

C. Payment

The County shall invoice Rehoboth for biosolids handling in accordance with the following:

(1) Rehoboth shall pay an annual service fee for the County's biosolids handling in an amount calculated by the County which shall be based upon Rehoboth Beach WWTP's measured annual tonnage of biosolids as a percentage of the design capacity of the Biosolids Facility. Costs to be included in the calculation of this fee shall be an amount equal to the County's annual debt service on the Biosolids Facility plus the County's depreciation costs of equipment used to transport the Rehoboth Beach WWTP biosolids. The County shall provide written notice of the amount of this service fee within thirty (30) days after the operation of the Biosolids Facility commences and shall provide written notice to Rehoboth of any modifications to this service fee thereafter.

(2) No additional fee for the operational costs, as defined by the County, shall be due to the County for its biosolids handling services.

(3) To the extent undisputed, Rehoboth shall pay an invoice for the County's biosolids services within thirty (30) days of the mailing date. The first invoice shall be sent after the first full calendar year of the County's provision of biosolids treatment services and will be sent on the anniversary of this date each year thereafter.

D. Calculation of Dry Tons

The solids content of each truckload of digested Class B biosolids received from Rehoboth shall be determined as follows: 1) the County will weigh the truckload received from Rehoboth at its Biosolids Facility on its calibrated Biosolids Facility scales; and 2) the County will take a grab sample from each truck and test it in order to determine the moisture content. The equation of $\text{NET WEIGHT} \times \% \text{ SOLIDS} \times .01 = \text{DRY TONS}$ will be used for this calculation. The weight of the entire truckload will be deemed to have that same percentage as determined in the sample results. A receipt for each delivery noting the results of the weighing and sampling will be provided to Rehoboth within a reasonable timeframe after delivery of each load. Rehoboth may send a representative to observe any of these steps, in its discretion.

ARTICLE X – PROJECT COOPERATION

A. Ocean Outfall Project

After execution of this Agreement, copies of any existing and future contracts related to the Ocean Outfall Project will be provided to the County, and a review and comment period will be permitted for any future contracts related to Ocean Outfall Project in advance of Rehoboth's contract award. This review and comment period shall be permitted with respect to any major change orders (defined as valued more than ten percent (10%) of the total Ocean Outfall Project cost) required in the performance of the Ocean Outfall Project.

B. Rehoboth WWTP Projects and Shared Transmission Projects

Any future major capital projects at the Rehoboth Beach WWTP or the Shared Transmission System which exceed five hundred thousand dollars (\$500,000.00) in total design and construction costs will be subject to a review and comment process before each phase of the project (initial planning, design, bid, and construction) is commenced. This review and comment period also shall be provided to the County with respect to any major change orders (defined as any change order valued more than ten percent (10%) of total project cost) required in the performance of a Rehoboth WWTP or Shared Transmission System project. In addition, prior to finalizing any construction bid documents for any project under this subsection, Rehoboth and the County shall jointly develop Add Alternates, if needed, and either party has the authority to require an Add Alternate that will be solely funded by the requesting party. Any Add Alternates benefitting both parties shall be awarded by mutual written consent, and the improvements made through Add Alternate(s) shall be paid in accordance with Article V of this Agreement. Any Add Alternate benefitting only one party to this Agreement shall be awarded if requested by the benefitting party in writing, and such Add Alternate shall be solely funded by the benefitting party and shall not be included in the Debt Service under Article V, subsection A of this Agreement.

ARTICLE XI – MAINTENANCE RESPONSIBILITIES

Each party shall maintain the Collection and Transmission Systems under its jurisdiction. Rehoboth shall properly operate and maintain the Rehoboth Beach WWTP and Shared Transmission System in good and efficient operating condition and in compliance with all permits and applicable laws, regulations, orders, standards, and policies. The County shall properly operate and maintain the Biosolids Facility in good and efficient operating condition and in compliance with all permits and applicable laws, regulations, orders, standards, and policies.

ARTICLE XII - ARBITRATION

Any controversy or claim arising out of or related to this Agreement, or any breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. An arbitrator must be selected by agreement of the parties. In any such controversy or claim, each party shall bear its own costs and neither party shall be responsible for payment of the other's legal, technical, or other costs of arbitration or litigation. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, controversy, or other matter in question be barred by the applicable statute of limitations.

ARTICLE XIII - GOVERNMENTAL AUTHORITY

This Agreement shall be subject to all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from the Delaware Department of Natural Resources and Control. In addition, the parties agree to comply with all applicable

laws, regulations and policies of the federal, state, county and local authorities in the performance of this Agreement.

ARTICLE XIV – RECORDS AND TESTING

The parties shall maintain all financial and operational books, records, and supporting documentation related to their functions and services provided under this Agreement. Each party shall make such records available to the other party, upon ten days' written request. In addition, upon written request, each party shall provide all metering or qualitative data collected in relation to the operations of the Rehoboth WWTP or Biosolids Facility. Without limitation of the foregoing, upon a party's written request, the other party shall produce any documents necessary to support the methodology, amounts, and other associated issues in connection with the other party's calculation of its fees charged under this Agreement. Either party may request to conduct, at its own expense, additional sampling, metering, or other tests of the wastewater or biosolids at the other party's facility (Biosolids Facility or WWTP, as applicable), and the other party's approval of such request shall not be unreasonably withheld.

If a party receives a request under the Freedom of Information Act ("FOIA") for documents in its possession which were provided or produced by the other party and have been clearly labeled by the other party as confidential ("Confidential Documents"), the party must provide notice to the other party of the pending FOIA request in writing as promptly as possible. The other party may request in writing, if timely sent, that the party assert an exemption based upon confidentiality in response to the FOIA request for the Confidential Documents, provided that the requesting party shall agree to be responsible for defending its claim of confidentiality as needed and any expenses related thereto.

ARTICLE XV - MISCELLANEOUS

A. This Agreement supersedes all previous agreements and understandings, written or oral, between the parties and constitutes the entire understanding of the parties with regard to the subject matter hereof.

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

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

D. Any notice required to be delivered to or by either party under this Agreement shall be sent via first class US mail, hand delivery, or certified mail. For purposes of this provision, Rehoboth's address shall be City Manager, City Hall, 229 Rehoboth Avenue, Rehoboth Beach, Delaware 19971, and County's address shall be Sussex County Engineer, Sussex County Department of Engineering, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947.

E. Time is of the essence in the performance of this Agreement. The term "day" as used herein shall mean calendar day, unless specifically defined as a "business day," which shall be deemed to exclude weekends and State-recognized holidays.

F. Any forbearance by either party in exercising its rights hereunder shall not be construed as a waiver thereof, unless expressly set forth in writing and signed by the waiving party. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

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

H. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to its conflicts of laws principles.

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

J. The headings and subheadings herein are for convenience only and shall not be used to relieve either party of any obligation under this Agreement.

[signature page follows]

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

CITY OF REHOBOTH

ATTEST:

Print Name:

BY: _____ (Seal)
Samuel R. Cooper
Mayor

Approved as to Form:

City Solicitor

SUSSEX COUNTY

ATTEST:

Print Name:

BY: _____ (Seal)
Michael H. Vincent
President, Sussex County Council

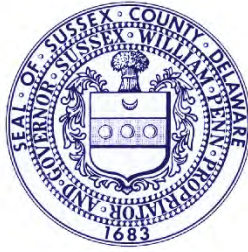
Approved as to Form:



Assistant County Attorney

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, County Engineer

RE: ***Airport Electrical Equipment Enclosures
Balancing Change Order and Substantial Completion
Project No. 17-11***

DATE: August 8, 2017

As part of the ongoing reliability improvements to the lighting system at the County owned Coastal Airport, Council approved two (2) electrical vault style electrical enclosures in the fiscal year 2017 budget. On January 23, 2017, four (4) bids for said enclosure project were received, with two of the bids submitted by Fibrebond, Inc for different structure types. Despite being clearly stated in the bid documents, three (3) submissions did not meet the 120 mph wind loading requirement under the building code for Sussex County and were hence deemed non-responsive. Council ultimately awarded the project to Fibrebond, Inc. in the amount of \$256,294.00 on January 31, 2017.

The Engineering Department is now presenting the attached Balancing Change Order (change order no. 1) for Airport Electrical Equipment Enclosures, Sussex County Project No. 17-11. This change order reduces the contract amount by \$4,066.00 and adjusts the quantities to their final amounts; thereby lowering the total contract amount to \$252,228.00.

At the request of Sussex County, Fibrebond eliminated the automatic transfer switches from the project with a credit of \$4,594.00 because they did not match up with the emergency power generators which were procured separately. However, two (2) transient voltage surge suppressors were added at a cost of \$928.00 and a \$400 credit item was negotiated since County staff assumed the re-routing a conduit run in Vault 3 accommodating future electric panels.

The Sussex County Engineering Department would like to recommend Substantial Completion for the project as of July 3, 2017 and approval of change order no. 1.





**SUSSEX COUNTY
CHANGE ORDER REQUEST**

A. ADMINISTRATIVE:

1. Project Name: **Airport Electrical Equipment Enclosures**
2. Sussex County Contract No. 17-11
3. Change Order No. 1
4. Date Change Order Initiated - 7/14/17
5.
 - a. Original Contract Sum \$256,294.00
 - b. Net Change by Previous Change Orders -0-
 - c. Contract Sum Prior to Change Order \$256,294.00
 - d. Requested Change \$(4,066.00)
 - e. Net Change (No. of days) -0-
 - f. New Contract Amount \$252,228.00
6. Contact Person: Hans Medlarz, P.E.
Telephone No. (302) 855-7718

B. REASON FOR CHANGE ORDER (CHECK ONE)

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

- 7. Other (explain below):

C. **BRIEF DESCRIPTION OF CHANGE ORDER:**

The automatic transfer switches that Fibrebond supplies are not compatible with our generators. We also needed to re-route a conduit run in Vault 3 for future electric panels in the vault.

D. **JUSTIFICATION FOR CHANGE ORDER INCLUDED?**

Yes No

E. **APPROVALS**

1. Fibrebond Corporation, Project General Contractor


Signature 7/26/17
Date

PATRICK CARAWAY
Representative's Name in Block Letters

2. Sussex County Engineer


Signature 8/3/17
Date

3. Sussex County Council President

Signature Date

AIRPORT ELECTRICAL EQUIPMENT ENCLOSURES
SUSSEX COUNTY PROJECT 17-11
COST SUMMARY FOR BALANCING CHANGE ORDER
August 1, 2017

ITEM DESCRIPTION	BID	
Furnish and Deliver Two (2) Electronic Equipment Enclosures to the Delaware Coastal Airport	\$ 203,914.00	
Offloading and Installation of Two (2) electronic Equipment Enclosures	\$ 18,230.00	
Furnish and Preinstall Electrical Equipment as Specified	\$ 34,150.00	
TOTAL BID	\$ 256,294.00	
CHANGE ORDER ITEMS		CHANGE IN COST
Delete Automatic Transfer Switches (2)		\$ (4,594.00)
Add Rayvoss Surge Protection Devices (2)		\$ 928.00
Re-route Conduit in Vault 3		\$ (400.00)
CHANGE ORDER AMOUNT		\$ (4,066.00)
FINAL CONTRACT AMOUNT	\$ 252,228.00	

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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UTILITY ENGINEERING	(302) 855-7717
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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, County Engineer

RE: ***King Farm Industrial Park
Boulevard Phase I
Change Order Nos. 2 and 3***

DATE: August 8, 2017

On November 29, 2016, Council authorized the purchase of the King Farm Industrial Park and the assumption of existing contractual arrangements held by Georgetown Airport Center, LLC. Under this arrangement, the County assumed the construction contracts with Melvin L. Joseph Construction Co., Inc. for the DelDOT entrance and the Boulevard in the aggregate amount of \$496,891.00. Their scopes covered the initial, limited Del DOT entrance construction and the phase I extension of the entrance boulevard for +/-500' allowing access to the Atlantis Industries Corporation.

On April 25, 2017, Council approved Change Order No. 1 for the Boulevard Phase I, Project No. 17-15 with Melvin L. Joseph in the amount of \$55,238.00. this change order included the extension of the DelDOT entrance structural pavement section to the first intersection in the Park, widening to accommodate a median island and realignment of the centerline of the Boulevard with the entrance.

The Engineering Department is now requesting approval of Change Order Nos. 2 and 3. Change Order No. 2, in the amount of \$3,881.00, will increase the fire line and valves to the Atlantis Industries building from 6" in diameter to 12" in diameter as requested by the lessee. Change Order No. 3, in the amount of \$8,867.00, is for additional conduit to be run along the Boulevard and across the front of the Atlantis Industries building as requested by the Engineering Department. These change orders increase the Boulevard contract by \$12,748.00, for a new total contract amount of \$337,748.00.



CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 16029-02
 King Farm Boulevard Phase 1

CHANGE ORDER #: 2

CHANGE ORDER DATE: 05/31/2017

PROJECT #s: 16029-02

TO: Melvin L. Joseph Construction Company, Inc.
 25136 DuPont Blvd.
 Georgetown, DE 19947

DATE OF CONTRACT: 02/09/2017

FOR: King Farm Boulevard Phase 1

The Contract is changed as follows:

Change The Fire Line to The Atlantis Building From 6" Dia. to 12" Dia.

TOTAL COST TO UPSIZE LINE - \$3,881.00

The original Contract Sum was	\$269,762.00
The net change by previously authorized Change Orders is	\$55,238.00
The Contract Sum prior to this Change Order was	\$325,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$3,881.00
The new Contract Sum including this Change Order will be	\$328,881.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Sussex County Engineering	Melvin L. Joseph Construction Company, Inc.	Sussex County Council
ARCHITECT	CONTRACTOR	OWNER
ADDRESS	25136 DuPont Blvd.	2 The Circle, PO Box 589
	Georgetown, DE 19947	Georgetown, DE 19947
		
BY (Signature)	BY (Signature)	BY (Signature)
Hans Medlarz, County Engineer	Charles Ewing	: Michael H. Vincent
(Typed Name)	(Typed Name)	(Typed Name)
DATE 7/31/2017	DATE 05/31/2017	DATE 8/8/2017

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 16029-02
 King Farm Boulevard Phase 1

CHANGE ORDER #: 3

CHANGE ORDER DATE: 07/25/2017

PROJECT #s: 16029-02

TO: Melvin L. Joseph Construction Company, Inc.
 25136 DuPont Blvd.
 Georgetown, DE 19947

DATE OF CONTRACT: 02/09/2017

FOR: King Farm Boulevard Phase 1

The Contract is changed as follows:

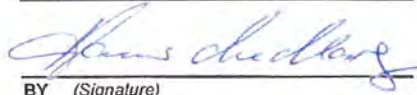
Furnish and Install 6" Conduits

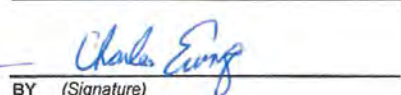
420 LF	6" PVC Conduit (2 Per Trench)	\$ 6,405.00
285 LF	6" PVC Conduit (4 Per Trench)	\$ 5,942.00
New Conduit Cost		\$12,347.00
Less Conduit Cost in Contract		(\$3,480.00)
Total Change Order Amount		\$ 8,867.00

The original Contract Sum was	\$269,762.00
The net change by previously authorized Change Orders is	\$59,119.00
The Contract Sum prior to this Change Order was	\$328,881.00
The Contract Sum will be increased by this Change Order in the amount of	\$8,867.00
The new Contract Sum including this Change Order will be	\$337,748.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Sussex County Engineering ARCHITECT	Melvin L. Joseph Construction Company, Inc. CONTRACTOR	Sussex County Council OWNER
ADDRESS	25136 DuPont Blvd. ADDRESS	2 The Circle, PO Box 589 ADDRESS
	Georgetown, DE 19947	Georgetown, DE 19947


 BY (Signature)
 Hans Medlarz, County Engineer
 (Typed Name)


 BY (Signature)
 Charles Ewing
 (Typed Name)

 BY (Signature)
 : Michael H. Vincent, Pres.
 (Typed Name)

DATE 7/31/2017 DATE 7-25-17 DATE 8/8/2017

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
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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: **SUMMERCREST SUBDIVISION
RELEASE AND INDEMNITY AGREEMENT**

DATE: August 8, 2017

On March 27, 2012, County Council approved pulling the Letter of Credit held by M&T Bank for completion of work in the Summercrest subdivision. Subsequently, a contract was awarded to Jerry's Paving to complete curbing, sidewalk and paving. Per the attached Summary of Account Activity, the initial bond of \$312,500 was used for this purpose along with related costs including engineering, legal and advertising expenses resulting in a balance of \$26,072.41.

As per the attached letter of February 29, 2016, David Rutt provided the Engineering Department an opinion that remaining funds be returned to the Summercrest HOA upon completion of the curbs, sidewalk and roads. This opinion is specific to this subdivision based on the terms and conditions of a prior Agreement (March 9, 2013 attached) between Sussex County and the Summercrest HOA whereby amenities were also referenced for completion. Those amenities were not specifically detailed and the HOA had agreed earlier to not pursue completion of certain specific items. The HOA has incurred expenses completing and/or maintaining amenities to which they will apply the remaining bond proceeds.

Mr. Rutt further advised that, prior to release of any remaining funds, that a Release and Indemnity Agreement be executed with the HOA. Mr. Rutt later provided a sample release and then reviewed and approved the final Release as included herein.



AGREEMENT

THIS AGREEMENT, made this 9th day of ~~March~~ ^{APRIL} A. D. 2013,

BY AND BETWEEN, Sussex County, a political subdivision of the State of Delaware, hereinafter called the "County" and; Beacon Summercrest, L.L.C., hereinafter called the "Developer" and; Summercrest Maintenance Corp., hereinafter called "HOA".

WITNESSETH:

WHEREAS, the "Developer" has acquired the development rights of a subdivision identified as Summercrest (the "Development");

WHEREAS, the Sussex County Council has called in the security for the Development and has funds available to complete the outstanding work items;

WHEREAS, The HOA will ultimately assume ownership of the roads, amenities and common area;

NOW THEREFORE, the parties hereby agree as follows:

1. The County agrees to delay the performance of the outstanding work items covered under M&B Bank LOC #SB9500260001 for roads, stormwater management facilities and amenities until September 2014.
2. When the County has completed the work items included in No. 1 above, the County shall supply notice of said completion to the Developer and HOA. The Developer shall within 90-days of the receipt of notice transfer ownership of the Roads and Right-of-Way (3-34 12-00 57.05) to HOA. Prior to the transfer of ownership, the Developer agrees to re-record the record plan for the project to establish the roads as being "Dedicated to Public Use-Privately Maintained".
3. The Developer shall take immediate action to have a building inspection performed upon the clubhouse, parking area, tennis court, fences, swimming pool and irrigation system by an independent third party inspector. If any deficiencies are found, the Developer shall take action to have said deficiencies corrected within 30-days of receiving the report from the inspection agent.
4. For all properties to be transferred by Developer to the HOA, the Developer shall take immediate action to verify that no encumbrances



exist, all taxes are paid and all mortgages on the Clubhouse & Pool are satisfied.


5. When the work items described in Nos. 3 and 4 have been satisfied, the Developer shall take immediate action to transfer ownership of Open Space/Recreation Area (3-34 12.00 57-04) to HOA, including but not limited to the common area containing the clubhouse, pool, tennis courts, storm water pond. Developer shall perform all work items to complete the transfer by or before May 31, 2013.
6. The Developer shall perform regular grass mowing of the vacant lots and model home lots under its control.
7. The Developer agrees to share 40% of Street Lighting and Landscaping expenses in 2013, totaling \$13,200. The Developer will pay 50% at the execution of the contract and 50% on May 31, 2013. Starting in 2014, the Developer agrees to pay a pro-rated amount where Developer's pro-rata share is based upon the number of lots that Developer owns.
8. Upon execution of this agreement, the County agrees to issue building construction permits without restriction to the Developer. If Developer violates any requirement of this agreement or fails to meet a specified date, the County reserves the right to hold building permits or a Certificant of Occupancy until said violation is corrected or said work item is complete.
9. All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware. This agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all of the parties hereto.

This agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.



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

FOR SUSSEX COUNTY:



President, Sussex County Council
04-03-13 (DATE)

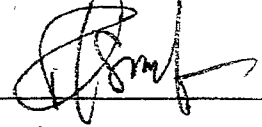
ATTEST:



Robin A. Griffith
Clerk of the County Council

SEAL

Robert L. Sipple, Sr
FOR BEACON SUMMERCREST, L.L.C.:



04-03-13 (DATE)

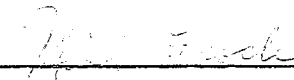
WITNESS:



Kelly Sipple


SEAL

FOR SUMMERCREST HOA:



4/9/2013 (DATE)

WITNESS:



SUMMARY OF ACCOUNT ACTIVITY FOR SUMMERCREST

DEPOSITS

08/29/12	M&T BANK - ANDERSON HOMES LLC	\$312,500.00
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WITHDRAWALS

02/18/13	ADAMS-KEMP ASSOC - POND SURVEY	(\$1,925.00)
10/22/14	LAWSON'S TREE SERVICE - TREE REMOVAL	(\$1,995.00)
03/07/16	NEWS JOURNAL - LEGAL NOTICE	(\$439.04)
04/08/16	INDEPENDENT NEWSPAPER - ADS FOR BIDS	(\$196.54)
08/10/16	JERRY'S INC.	(\$236,191.76)
10/06/16	MOORE & RUTT - LEGAL FEES	(\$280.00)
11/01/16	JERRY'S INC.	(\$23,681.14)
	SCC - SALARIES AND OVERHEAD	<u>(\$21,719.11)</u>

BALANCE DUE TO HOA

\$26,072.41

MOORE & RUTT, P.A.

ATTORNEYS AT LAW

GEORGETOWN OFFICE
P.O. BOX 554
122 W. MARKET STREET
GEORGETOWN, DE 19947
302-856-9568
FAX 302-856-4518

MILFORD OFFICE
P.O. BOX 612
830 SO. DUPONT HWY.
MILFORD, DE. 19963
302-424-2240 FAX 302-424-0468
(Wed. & Thurs. & By Appointment)

J. EVERETT MOORE JR.*
DAVID N. RUTT**
JAMES P. SHARP***
DORIAN ROWE KLEINSTUBER
DOREY L. COLE
JASON W. ADKINS

* DE and DC
** DE and PA
*** DE and MD

February 29, 2016

Reply To ___ Georgetown
 ___ Milford

Sussex County Engineering Department
ATTN: John Ashman, Director of Utility Planning
P.O. Box 589
Georgetown, DE 19947-0589

RE: Summercrest

Dear Mr. Ashman:

The County is holding funds it received when it called the security evidenced by Irrevocable Commercial Letters of Credit issued to guarantee completion of the work in Summercrest. The funds held have been determined to be in excess of the work necessary to complete the roads, sewers and stormwater facilities within the right of way. The Summercrest HOA wants the County to use the funds (or release the funds to the HOA) to complete the amenities within the subdivision. The question is what can the funds be used for, and specifically can they be used for amenities, and if there are excess funds, where should the funds be directed?

I have reviewed the Letters of Credit issued in this matter. The first was issued by Wilmington Trust Company (WTC) on July 27, 2005 as LOC No. 1-1764. It does not detail the scope of the work to be covered other than make reference to Agreement 385, and that work was to be completed according to the "approved construction plans on file with the Sussex County Engineer."

That letter was later replaced by WTC with LOC 1-2875 dated September 10, 2010. That letter was more specific and stated:

4. The Developer is responsible to complete the construction work as defined by the plans and the project including any amenities to a point of acceptance by the Sussex County Engineer covering the materials, construction, construction administration and construction inspection for private roads, drainage construction, waste construction, amenities, stormwater construction, bufferstrips or any other improvements deemed necessary by the Planning and


John Ashman, Director of Utility Planning
February 29, 2016
Page 2

Zoning Commission or the Sussex County Council, Delaware, pertaining thereto.
(Emphasis added.)

The WTC Letter of Credit was amended after WTC was purchased by M&T Bank. However, the M&T Letter of Credit (undated but received by the County on September 15, 2011) only changed the LOC number and the address of the bank for notice purposes. The terms of the September 28, 2010 WTC letter remained unchanged.

On March 11, 2013, an Agreement was executed by Beaconcrest, L.C.C. (the new Developer) and the Summercrest Maintenance Corp. (the "HOA"). It was also prepared for a signature by Sussex County Council, but my copy does not have a signature for the County on it. However, I will assume it was fully signed. That Agreement in several ways supersedes the terms of the typical Developer/County agreements. It recognizes there are funds being held by the County for "roads, stormwater management facilities and amenities" but the County agreed to hold those funds until September, 2014. In the interim the Developer was to immediately inspect and take any corrective action on "...the clubhouse, parking area, tennis court, fences, swimming pool and irrigation system...". When the work was complete, the Developer was to transfer ownership of that portion of the subdivision to the HOA. It is unclear whether the Developer performed the work or if the amenities were transferred to the HOA. The Agreement also fails to state what will happen to the funds either way, that is, if the work was completed and the amenities transferred, do the funds go to the Developer, or if this did not occur, do the funds remain with the County to complete the work, or is it given to the HOA?

Under any situation, I think the terms of the LOC, but more particularly the terms of the March 16, 2013 Agreement, place the amenities in the category of work to be covered by the funds. The first use should be for the roads and stormwater drainage system, but any remaining funds once that work is complete and approved can be used to either finish the amenities or do punchlist work. This is a unique situation since the separate agreement does state Sussex County held funds from the LOC and would delay using those funds "for roads, stormwater management facilities and amenities" (emphasis added). The Agreement then gets specific as to what the amenities include. If it was not for the terms of the Agreement, I would limit my opinion to any amenities detailed on the approved construction plans. But, this is more expansive.

 Therefore, it is my opinion the County can use the funds to complete the list of items in your draft letter. I suggest beginning with the roads, curbs and sidewalks, and if there are still funds remaining deliver them to the HOA for it to complete other repairs. They should sign a full and final release with indemnity and hold harmless language to protect the County. That is, they need to acknowledge the County is not responsible for nor the guarantor for the amenities. It is also important the release acknowledges this is a situation unique to Summercrest so other HOAs do not try to force the County to complete their amenities.

John Ashman, Director of Utility Planning
February 29, 2016
Page 3

If you have any questions, please call me.

Very truly yours,

MOORE & RUTT, P.A.

A handwritten signature in black ink, appearing to read "David N. Rutt", with a long horizontal flourish extending to the right.

David N. Rutt

DNR:mes

cc: Hans. Medlarz, County Engineer
Joseph Wright, Assistant County Engineer

RELEASE AND INDEMNITY AGREEMENT

MADE this _____ day of _____, 2017, by and between SUMMERCREST HOMEOWNERS ASSOCIATION (hereafter "Summercrest") and SUSSEX COUNTY, a political subdivision of the State of Delaware (hereafter "Sussex").

RECITAL

Summercrest is the governing body of the subdivision known as Summercrest located in Lewes Rehoboth Hundred, Sussex County, Delaware. During construction of the project, various developers were responsible for the installation of infrastructure within Summercrest, but all failed to complete the work in accordance with the approved plans. The developers were required as a condition of the subdivision approval process to give security to Sussex to assure completion of the infrastructure. Security was given in the form of Irrevocable Commercial Letters of Credit which Sussex called due to this unique situation when the developers failed to complete the work and ceased to do business.

Sussex contracted with Jerry's, Inc., by contract dated April 4, 2016, for "Summercrest Community Subdivision Completion, Sussex County Project No. 12-30." Sussex paid Jerry's, Inc. for the work under that contract with funds received when it called the developers' security. There were funds in excess of what was required to complete the work under the Jerry's, Inc. contract and Sussex desires to pay said excess to Summercrest under the terms and conditions set forth herein.

TERMS

1. Summercrest acknowledges that remedial work to roads, curbs and sidewalks was completed by Jerry's, Inc. under the terms of Sussex's contract with Jerry's, Inc. and that Sussex is not the guarantor of said work.

2. Sussex agrees to release the sum of Twenty Six Thousand Seventy-two and 11/100 Dollars (\$26,072.11) to Summercrest representing the balance of the security received by Sussex from the security deposited by the project developers to assure completion of the work in Summercrest subdivision.

4. Summercrest shall upon receipt of said excess funds be solely responsible for how such funds are invested, spent, retained or paid. Sussex shall have no control over use of the funds and retain no interest therein.

5. In consideration of the payment of such funds by Sussex to Summercrest without restriction, Summercrest hereby releases any and all claims, suits, actions, causes of action, liabilities, losses, costs, damages, attorneys' fees or expenses it may have or had against Sussex, or its successors and assigns, regarding any approvals, work, repairs, inspections or materials relating to or concerning remedial work for infrastructure or amenities in Summercrest subdivision now or in the future and further agrees to indemnify and hold harmless Sussex against any and all claims, complaints, losses, damages, expenses, costs (including attorneys' fees) and/or the like that may result from the use of the funds paid by Sussex to Summercrest; provided that Sussex certifies and represents to its best knowledge and belief that the sum released hereunder is free and clear of all claims by any issuer of the aforementioned Irrevocable Commercial Letters of Credit, and in the event that the sum released hereunder is claimed by any issuer of the aforementioned Irrevocable Commercial Letters of Credit contrary to this certification and representation, Sussex agrees to indemnify and hold Summercrest harmless for any such claims.

6. This Agreement may be executed in counterparts and shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Release and Indemnity Agreement on the date aforesaid intending to be legally bound.

SUMMERCREST HOMEOWNERS ASSOCIATION

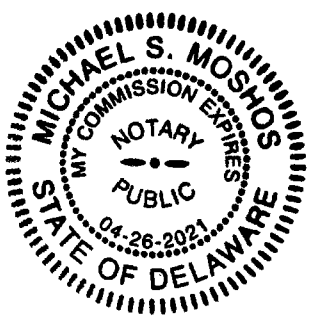
Alexander Deshart
Witness

By: [Signature] (SEAL)
President
Holly Kollasch
Print Name

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11th day of July, 2017, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Holly Kollasch, President of the Summercrest Homeowners Association, party to this Indenture, known to me personally to be such, and he/she acknowledged this Indenture to be his/her act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.



[Signature]
Notary Public

IN WITNESS WHEREOF, the parties have executed this Release and Indemnity Agreement on the date aforesaid intending to be legally bound.

SUSSEX COUNTY

Witness

By: _____(SEAL)

Print Name

STATE OF DELAWARE: :
 : SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, 2017, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, of Sussex County, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

Wastewater Matching Planning Grant

Guidelines and Application



DNREC, State of Delaware
Office of the Secretary
Environmental Finance

Delaware Water Infrastructure Advisory Council

Updated July 2015

GENERAL INFORMATION

Wastewater Matching Planning Grant recipients are reimbursed one dollar for every two spent on the approved project up to the grant amount. Reimbursement occurs only on expenses that are incurred and paid by the grant recipient. Matching funds can come directly from the recipient or from other sources such as another grant. If matching funds are to come from other sources, please check with Environmental Finance as some sources, due to stipulations attached with the money, may not be eligible.

After a grant has been approved, an award letter is sent to the recipient that contains the final date for reimbursement. Projects that are in progress and less than 50 percent complete that meet the criteria set forth herein will be considered eligible for funding.

GRANT PURPOSE AND ELIGIBLE STUDY TYPES

The purpose of the Wastewater Matching Planning Grant is to subsidize studies that promote wastewater planning and identify projects that can be funded by the Clean Water State Revolving Fund (CWSRF). Eligible studies include General and Regional Facility Planning Studies, Feasibility Studies, Inflow and Infiltration Studies, and studies necessary for permit applications (i.e. Hydro-Geo Studies). All studies must deliver a final report summarizing the findings before final disbursement can be made.

If you have any questions regarding the eligibility of a particular study, please contact Environmental Finance for an eligibility determination.

FUNDING LIMITATIONS, PRIORITY, AND APPROVAL

Only municipal and county wastewater utilities are eligible to obtain a Wastewater Matching Planning Grant. Wastewater Matching Planning Grants are limited to 50,000 per application, and \$100,000 annual cap per municipality.

At the first Water Infrastructure Advisory Council (WIAC) meeting each fiscal year, a certain amount is set aside from the CWSRF's Non-Federal Administrative Account to fund the Wastewater Matching Planning grants in the fiscal year. Grants will be allotted each year until that allocation is exhausted. Applications will be funded on a first come, first served basis.

A brief overview of each grant application that meets the requirements herein is presented to the WIAC for approval. Although WIAC approval is required for each grant, the Secretary of DNREC has sole authority for approval of funds from the CWSRF Non-Federal Administrative Account.

SUBMISSION DATES

Environmental Finance presents Wastewater Matching Planning Grants to the WIAC four times per year. Grants applications are typically solicited in February, May, August, and November. A submission date is set prior to each WIAC council meeting where grants are to be presented. DNREC

advertises each submission deadline about a month in advance. If you have any questions regarding the submission date, please contact Environmental Finance.

ROLE OF THE ENVIRONMENTAL FINANCE PROJECT MANAGER

An Environmental Finance Project Manager (PM) will be assigned to each grant. The role of the PM is to review the pay requests and project deliverables. The PM will also request periodic status reports from those doing the work and shall attend planning meetings. Payment will not be made until the assigned PM has signed off on the work completed.

INSTRUCTIONS

Application Cover Sheet and Check List: Self Explanatory

- The wastewater utility must submit a resolution adopted by the utility's governing body approving the planning project.
- The wastewater utility must submit a copy of a letter sent to the regional (or county) wastewater utility advising the regional (or county) utility of the local utility's planning activities. The letter must address coordination of the local utility planning process with that of the regional (or county) utility. This letter(s) is only required when a municipality is sending wastewater to a treatment plant under the control of another entity.

Information Sheet: Self Explanatory

Scope of Work Document: This document should be no longer than two or three pages and address all of the following items:

1. A description of the work to be completed.
2. Planning period.
3. Date of the most recent wastewater facilities plan (if applicable).
4. Deliverables associated with the study.

Please attach the Scope of Work document to the application.

Application Cover Sheet and Check List

Wastewater Utility Name: Sussex County

Date of Application: August 2017

Check List for Application Materials

- This Sheet
- Information Sheet
- Approval Resolution
- Letter(s) to the Regional Wastewater Facility
- Scope of Work Document

Information Sheet

Wastewater Utility Contact Information:

- Contact Name: John J. Ashman
- Contact Phone: 302-855-1299
- Contact Email: jashman@sussexcountyde.gov

Consultant Contact Information:

- Consulting Firm: TBD
- Contact Name:
- Contact Phone:
- Contact Email:

Project Name, Description, and Dates:

Project Name Western Sussex Sewer Solution

Project Description (1 or 2 Sentences)

Combine Sanitary Sewer from Greenwood and Bridgeville for conveyance to the City of Seaford for treatment and disposal. Upgrade pumpstations and install new forcemain.

Project State Date: November 2017

Project Completion Date: November 2018

Cost Summary:

- Estimated Total Project Cost: 150,000.00
- Grant Amount Requested: 50,000.00

Name of Authorizing Representative:

Signature of Authorizing Representative

Date

ENGINEERING DEPARTMENT

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



Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

SCOPE OF WORK FOR WESTERN SUSSEX PLANNING ADVANCE

INTRODUCTION

The Towns Bridgeville and Greenwood requested from the Sussex County Engineering Department an evaluation of the possibility to create a Western Sussex County Sewer District Area. The District would collect flows from the two communities and transmit effluent to the City of Seaford for treatment and disposal.

This proposal is to determine the most effective and economical manner in which Sussex County Council, hereinafter referred to as "County" can establish collection and transmission service for the proposed Western Sussex Sewer District Area via a contract with the City of Seaford, hereinafter referred to as "Western Sussex Area"

SCOPE OF WORK

It is agreed that _____, hereinafter referred to as "Consultant", shall perform or provide engineering and technical services to determine the most effective and economical manner in which to collect and transmit sewer from the existing town's facilities to the existing infrastructure currently serving the City of Seaford. Thus, allowing the County to enter into a long term agreement with the City of Seaford for the treatment and disposal of the existing communities effluent as well as their respective growth and annexation areas. Results of the evaluation will be documented in a Western Sussex Planning Area Study.

Consultant shall:

1. Meet with the County to clarify expectations and obtain information relevant to the evaluations.
2. Collect and analyze the as-built sewer collection and conveyance systems from the two communities.
3. Prepare 30% design documents for the transmission/collection system for conveyance to the existing City of Seaford treatment plant suitable for supplementing State/Federal funding applications.



4. Recommend locations for the placement of future pump stations and forcemain alignments for the growth and annexation areas as well as underserved communities.
5. Conduct the environmental assessment associated with the selected transmission/collection system.
6. Assist in the easement acquisition process with surveys and plats.
7. Interact with regulatory agencies to review the permit requirements.
8. Facilitate the Waste Load Allocation transfer under the Federal TMDL for the Chesapeake from the Town of Bridgeville to the City of Seaford.

EXCLUSIONS

The scope of this Agreement specifically excludes the following:

1. Complete contract documents of the infrastructure upgrades identified as a result of implementation of the Scope of Work.
2. Construction phase services including a resident project representative.
3. Payment of permit application fees, if any.

At the Client's request, Consultant shall provide and/or coordinate the provision of these excluded services, at additional cost, upon execution of an amendment to this Agreement.

SCHEDULE OF WORK

The County desires to have the work proceed in a timely fashion. The study shall be submitted to the County within twelve (12) weeks after notice to proceed. The final document will be submitted within four (4) weeks of receipt of written comments from County on the draft.

WESTERN SUSSEX SEWER SOLUTION RESOLUTION

TO SUBMIT A REQUEST FOR A WASTEWATER MATCHING PLANNING GRANT TO THE WATER INFRASTRUCTURE ADVISORY COUNCIL FOR MATCHING FUNDS TO FINANCE A PLANNING STUDY FOR THE WESTERN SUSSEX SEWER SOLUTION

WHEREAS, the Sussex County Council proposes to engineer the Western Sussex Sewer Solution; and

WHEREAS, the Mayor and Town Council of Greenwood and the Commissioners of Bridgeville will execute a resolution to relinquish their respective sanitary sewer collection and conveyance systems to Sussex County to operate and maintain; and

WHEREAS, the towns of Greenwood and Bridgeville are required to complete significant upgrades to their existing facilities and have approached Sussex County for a regional sewer solution;

WHEREAS, the establishment of this regional solution provides relief for the immediate need of upgrades to the existing system as well as a means for additional existing septic and future septic elimination; and

WHEREAS, Sussex County will enter into an agreement with the City of Seaford for treatment and disposal of the wastewater collected from Greenwood, Bridgeville and the immediate surrounding area; and

WHEREAS, the government of Sussex County can establish sanitary sewer districts whenever contiguous territory containing one or more centers of population whether incorporated or not if so situated that the construction of interceptor sewer, outfall sewers and sewage treatment plants will be conducive to the preservation of public health; and

WHEREAS, the Water Infrastructure Advisory Council offers grants to assist in financing wastewater planning that recognize and are consistent with the County's Comprehensive Plan and the goals of *Shaping Delaware's Future*; and

NOW, THEREFORE,

BE IT RESOLVED THAT the Sussex County Council of Sussex County, Delaware hereby directs the Engineering Department to submit a Wastewater Matching Planning Area Grant application to the Water Infrastructure Advisory Council for up to 50% of the contract price to assist in funding the Western Sussex Sewer Solution.

August 8, 2017
Files: WSPA-4.11

Wastewater Matching Planning Grant

Guidelines and Application



DNREC, State of Delaware
Office of the Secretary
Environmental Finance

Delaware Water Infrastructure Advisory Council

Updated July 2015

GENERAL INFORMATION

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After a grant has been approved, an award letter is sent to the recipient that contains the final date for reimbursement. Projects that are in progress and less than 50 percent complete that meet the criteria set forth herein will be considered eligible for funding.

GRANT PURPOSE AND ELIGIBLE STUDY TYPES

The purpose of the Wastewater Matching Planning Grant is to subsidize studies that promote wastewater planning and identify projects that can be funded by the Clean Water State Revolving Fund (CWSRF). Eligible studies include General and Regional Facility Planning Studies, Feasibility Studies, Inflow and Infiltration Studies, and studies necessary for permit applications (i.e. Hydro-Geo Studies). All studies must deliver a final report summarizing the findings before final disbursement can be made.

If you have any questions regarding the eligibility of a particular study, please contact Environmental Finance for an eligibility determination.

FUNDING LIMITATIONS, PRIORITY, AND APPROVAL

Only municipal and county wastewater utilities are eligible to obtain a Wastewater Matching Planning Grant. Wastewater Matching Planning Grants are limited to 50,000 per application, and \$100,000 annual cap per municipality.

At the first Water Infrastructure Advisory Council (WIAC) meeting each fiscal year, a certain amount is set aside from the CWSRF's Non-Federal Administrative Account to fund the Wastewater Matching Planning grants in the fiscal year. Grants will be allotted each year until that allocation is exhausted. Applications will be funded on a first come, first served basis.

A brief overview of each grant application that meets the requirements herein is presented to the WIAC for approval. Although WIAC approval is required for each grant, the Secretary of DNREC has sole authority for approval of funds from the CWSRF Non-Federal Administrative Account.

SUBMISSION DATES

Environmental Finance presents Wastewater Matching Planning Grants to the WIAC four times per year. Grants applications are typically solicited in February, May, August, and November. A submission date is set prior to each WIAC council meeting where grants are to be presented. DNREC

advertises each submission deadline about a month in advance. If you have any questions regarding the submission date, please contact Environmental Finance.

ROLE OF THE ENVIRONMENTAL FINANCE PROJECT MANAGER

An Environmental Finance Project Manager (PM) will be assigned to each grant. The role of the PM is to review the pay requests and project deliverables. The PM will also request periodic status reports from those doing the work and shall attend planning meetings. Payment will not be made until the assigned PM has signed off on the work completed.

INSTRUCTIONS

Application Cover Sheet and Check List: Self Explanatory

- The wastewater utility must submit a resolution adopted by the utility's governing body approving the planning project.
- The wastewater utility must submit a copy of a letter sent to the regional (or county) wastewater utility advising the regional (or county) utility of the local utility's planning activities. The letter must address coordination of the local utility planning process with that of the regional (or county) utility. This letter(s) is only required when a municipality is sending wastewater to a treatment plant under the control of another entity.

Information Sheet: Self Explanatory

Scope of Work Document: This document should be no longer than two or three pages and address all of the following items:

1. A description of the work to be completed.
2. Planning period.
3. Date of the most recent wastewater facilities plan (if applicable).
4. Deliverables associated with the study.

Please attach the Scope of Work document to the application.

Application Cover Sheet and Check List

Wastewater Utility Name: Sussex County

Date of Application: August 2017

Check List for Application Materials

- This Sheet
- Information Sheet
- Approval Resolution
- Letter(s) to the Regional Wastewater Facility
- Scope of Work Document

Information Sheet

Wastewater Utility Contact Information:

- Contact Name: John J. Ashman
- Contact Phone: 302-855-1299
- Contact Email: jashman@sussexcountyde.gov

Consultant Contact Information:

- Consulting Firm: TBD
- Contact Name:
- Contact Phone:
- Contact Email:

Project Name, Description, and Dates:

Project Name Slaughter Beach Sewer Solution

Project Description (1 or 2 Sentences)

Install a low pressure grinder pump system to collect wastewater from the Town of Slaughter Beach. Construct a regional pumpstation and forcemain to convey community wastewater to an existing facility for treatment and disposal.

Project State Date: October 2017

Project Completion Date: October 2018

Cost Summary:

- Estimated Total Project Cost: 100,000.00
- Grant Amount Requested: 25,000.00

Name of Authorizing Representative:

Signature of Authorizing Representative

Date

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

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sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

SCOPE OF WORK FOR SLAUGHTER BEACH PLANNING STUDY

INTRODUCTION

The Town of Slaughter Beach has signed a Resolution to allow Sussex County to look into the viability of establishing a Slaughter Beach Sanitary Sewer District to be owned and operated by Sussex County.

This proposal is to determine the viability of establishing a County operated sewer district for the town of Slaughter Beach, the most advantageous location for the treatment and disposal of the effluent and the most efficient collection and conveyance system for the town.

SCOPE OF WORK

It is agreed that _____, hereinafter referred to as "Consultant", shall perform or provide engineering and technical services to determine the most effective and economical manner in which to collect and transmit sewer from the town of Slaughter Beach. The consultant will also need to analyze the location options for treatment and disposal taking into consideration establishing infrastructure that can be further utilized by the County for future growth areas and the removal of existing on-site septic systems. Results of the evaluation will be documented in a Slaughter Beach Planning Area Study.

Consultant shall:

1. Meet with the County to clarify expectations and obtain information relevant to the evaluations.
2. Collect and analyze the existing on-site sewer locations for the individual parcels.
3. Examine existing ROW conditions and utilities to reduce the impacts incurred during installation of the new collection system.
4. Prepare a proposed collection and transmission system for the conveyance



of the town's effluent to the recommended location for treatment and disposal.

5. Recommend locations for the placement of any and all pumpstations to serve the planning area and verify electrical service is adequate.
6. Provide connections for any potential future connection points from other communities/projects along the transmission pathway.
7. Submit pumpstation layout in the form of a Technical Memorandum to Sussex County Engineering Department including final hydraulics, pump selection, site plan and design criteria. Provide a cost estimate for the pumpstation and forcemain.
8. Meet with the County to review the findings and recommendations, answer questions and identify desired revisions.

EXCLUSIONS

The scope of this Agreement specifically excludes the following:

1. Detailed design of the infrastructure upgrades identified as a result of implementation of the Scope of Work.
2. Obtaining property easements or rights-of-way required for the project.
3. Construction phase services including a resident project representative.
4. Payment of permit application fees, if any.

At the Client's request, Consultant shall provide and/or coordinate the provision of these excluded services, at additional cost, upon execution of an amendment to this Agreement.

SCHEDULE OF WORK

The County desires to have the work proceed in a timely fashion. The study shall be submitted to the County within twelve (24) weeks after notice to proceed. The final document will be submitted within four (4) weeks of receipt of written comments from County on the draft.

SLAUGHTER BEACH PLANNING STUDY RESOLUTION

TO SUBMIT A REQUEST FOR A WASTEWATER MATCHING PLANNING GRANT TO THE WATER INFRASTRUCTURE ADVISORY COUNCIL FOR MATCHING FUNDS TO FINANCE A UPDATED PLANNING STUDY FOR PROVIDING CENTRAL SEWER TO SLAUGHTER BEACH

WHEREAS, the Sussex County Council proposes to engineer the Slaughter Beach centralized sewer planning study; and

WHEREAS, the town of Slaughter Beach has signed a resolution to allow Sussex County to look into the viability of establishing a Slaughter Beach Water and Sewer District run by the County; and

WHEREAS, the establishment of this regional solution would eliminate many existing on-site septic systems and prevent the installation of new on-site septic systems; and

WHEREAS, Sussex County would assume responsibility for treatment and disposal of the wastewater collected from Slaughter Beach and potentially the surrounding area; and

WHEREAS, the government of Sussex County can establish sanitary sewer districts whenever contiguous territory containing one or more centers of population whether incorporated or not if so situated that the construction of interceptor sewer, outfall sewers and sewage treatment plants will be conducive to the preservation of public health; and

WHEREAS, the Water Infrastructure Advisory Council offers grants to assist in financing wastewater planning that recognize and are consistent with the County's Comprehensive Plan and the goals of *Shaping Delaware's Future*; and

NOW, THEREFORE,

BE IT RESOLVED THAT the Sussex County Council of Sussex County, Delaware hereby directs the Engineering Department to submit a Wastewater Matching Planning Area Grant application to the Water Infrastructure Advisory Council for up to 50% of the contract price to assist in funding the Slaughter Beach Planning Study.

August 8, 2017
Files: SB-1.03



MOTION

MOUNT JOY OAK STREET

PROPOSED SUSSEX COUNTY CHAPTER 95 STREETLIGHTING DISTRICT

BE IT MOVED THAT SUSSEX COUNTY COUNCIL BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, APPROVES AN ESTIMATED ANNUAL BILLING RATE OF \$65.20 FOR THE FIRST YEAR, AND AN ESTIMATED ANNUAL BILLING RATE OF \$62.26 AFTER THE FIRST YEAR, FOR EACH ASSESSABLE RESIDENTIAL OR COMMERCIAL IMPROVEMENT WITHIN THE BOUNDARIES OF THE PROPOSED SUSSEX COUNTY CHAPTER 95 MOUNT JOY OAK STREET STREETLIGHTING DISTRICT.

AS REQUIRED BY CHAPTER 95 OF THE SUSSEX COUNTY CODE, IF THE STREETLIGHTING DISTRICT IS FORMED, THE ANNUAL BILLING RATE WILL BE ADJUSTED EACH BILLING YEAR, BASED UPON ALL STREETLIGHTING COSTS AND THE ACTUAL NUMBER OF ASSESSABLE UNITS WITHIN THE DISTRICT BOUNDARIES.

To: Sussex County Council on August 8, 2017

By: Patricia Lowe Deptula
Director of Special Projects

Mount Joy Oak Street

Proposed Sussex County Chapter 95 Streetlighting District

COST ESTIMATE*



Cobra Head Light-Emitting-Diode (LED) Streetlight Style

1) Electric Provider (EP) Estimated Costs:

Five (5) - Cobra Head LED Streetlights @ \$14.74 per streetlight per month= \$ 73.70

Three (3) - New 30' Wooden Poles @ \$1.00 per pole per month = \$ 3.00

Total EP Monthly Charges (\$ 76.70 monthly + \$ 3.00) = \$ 76.70

Total EP Annual Charges (\$ 76.70 monthly x 12 months) = \$ 920.40

FIRST YEAR ONE-TIME ONLY COST TO INSTALL A TRANSFORMER ON POLE FOR SL# 1 = \$ 50.00

2) Sussex County Estimated Annual Costs:

Sussex County Annual Charges are based on 15 % of EP costs
(10% County Administrative charge and 5% Contingency charge)

Total County Annual Charges (15% of \$ 920.40) = \$ 138.06

Total Estimated 1) EP & 2) Sussex County Costs:

TOTAL ANNUAL CHARGES **FIRST YEAR** = \$ 1,108.46

\$920.40 (EP Annual Costs) + \$138.06 (County Annual Costs) + \$50.00 (one-time EP transformer install cost)

TOTAL ANNUAL CHARGES **AFTER FIRST YEAR** = \$ 1,058.46

\$920.40 (EP Annual Costs) + \$ 138.06 (County Annual Costs)

Total Estimated Cost Per Improvement:

Number of Improvements in Proposed District: 17 **

Estimated Annual Assessment **First Year** per Improvement \$ 65.20
\$1108.46 divided by 17 improvements

Estimated Annual Assessment **After First Year** per Improvement \$ 62.26
\$1058.46 divided by 17 improvements

* This is a cost estimate only. The Electric Provider streetlight rates used within this estimate were provided on 8-1-17 and may not reflect rate increases after this date. It also does not include any additional fees for trenching, if needed, or any other unanticipated installation costs.

** Number of Assessable Improvements taken from Sussex County Tax records and July 2017 field check. Per Sussex County Chapter 95 Streetlighting Code vacant tax parcels are not billed.

RESOLUTION NO. R _____

A RESOLUTION TO ESTABLISH THE DATE, TIME, AND PLACE OF AN ELECTION TO BE HELD TO CONSIDER THE QUESTION OF ESTABLISHING THE PROPOSED MOUNT JOY OAK STREET STREETLIGHTING DISTRICT

WHEREAS, Chapter 95 of the Sussex County Code provides for the establishment, maintenance, and modification of a streetlighting district; and

WHEREAS, on June 13, 2017, the Sussex County Council approved the circulation of petitions to the improvement owners of Mount Joy Oak Street, which seek to obtain estimates of costs and charges for the purpose of establishing a District; and

WHEREAS, nine (9) valid petitions have been received from property owners requesting that the formation of a streetlighting district be put to a vote; and

NOW, THEREFORE,

BE IT RESOLVED that the annual billing rate for the proposed streetlighting district is estimated to be \$ 65.20 for the first year, and \$ 62.26 for subsequent years, for each residential or commercial improvement located within the boundaries of the Mount Joy Oak Street Proposed Streetlighting District; and

BE IT FURTHER RESOLVED that the Sussex County Council does establish Thursday, August 31, 2017, from 12 p.m.– 6 p.m., at the St. John 2nd Baptist Church Hall, located at 26602 Mount Joy Road, Millsboro, Delaware, as the date, time, and place for the election to consider the formation of the Mount Joy Oak Street Streetlighting District; and

BE IT FURTHER RESOLVED that the designated judge of the Election shall be Mrs. Patricia Lowe Deptula, Director of Special Projects, or her designee; and

BE IT FURTHER RESOLVED that the Sussex County Engineering Department be directed to provide appropriate notice to the voters of the date, time, and place of the election; the estimated costs and charges; and the availability of absentee ballots, as required by Chapter 95 of the Sussex County Code.

August 8, 2017

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: July 21, 2017

RE: County Council Old Business Report for CU 2071 Blessing Greenhouse and Compost at 9372 Draper Rd.

The County Council held a public hearing on April 25, 2017. The County Council deferred action and left the record open for written comments regarding. The record was left open for an additional 15 days for additional public written comments until May 10th; thereafter the record remained open for an additional 15 days for the submission of written comments on information submitted during the first 15 day period (close of business on May 25th) and the record remained open for an additional 15 days for Council to ask questions of staff or agencies until close of business on June 9th.

The following are responses to questions asked by County Council members as part of the 15 day question period. The memo also includes the action taken by the Planning and Zoning Commission.

Does DNREC have an estimate of the cost to remove the pile on the site?

DNREC response

We have not done a cost estimate to remove the pile at Blessings. It is estimated that over 100,000 tons of material remain in the precompost pile and there is an additional estimated 30,000 tons of materials in bunkers. I do not have an estimate for the amount of wood waste/yard waste or top soil on-site.

When the 2012 ASO was drafted, DNREC was not aware that Blessing's financial situation was as difficult as it was and at the time the belief was that a \$250,000 financial assurance mechanism was not excessively burdensome and would help assist with cleanup if necessary. Due to Mr. Blessing's financial situation, he was unable to secure a financial assurance mechanism of \$250,000 as required by the 2012 ASO so the 2014 ASO required a \$250,000 bond or the maximum amount that Blessing could afford as determined by a financial analysis but no less than the \$10,000 bond required by regulation. The financial analysis indicated that his situation was such that the standard \$10,000 amount, required by regulations, would be required.



While the “precompost pile” has been sitting for many years and the pile likely has met the time/temperature requirements to achieve Class A pathogen reduction (Class A material can be applied on any farm), as there is a small amount of biosolids in the precompost material technically it would have to be reprocessed/demonstrate that the time/temperature requirements are met before distribution. If farms that have land approved for Class B biosolids application would accept the material (I imagine they would) free of charge as a soil amendment, the disposal cost would mainly be limited to screening, handing, and trucking.

Do Mountaire and Perdue still send material to Blessings if yes what type?

Mountaire response

Blessings Blends currently accepts a feed additive meal from our Resource Recovery Plant located in Millsboro. Mr. Blessing also provides transportation services for our pressed egg shells. At this time, however, these are not composted at his facility.

Perdue response

Although Mr. Blessing has been authorized by DNREC to accept pretreatment wastewater sludge from our Milford Processing Plant, we have not sent him any of that material nor do we currently anticipate sending him any. Mr. Blessing also provides transportation services for hatchery waste to our composting facility in Blades DE or to McGill’s composting facility in Waverly VA. So, currently we don’t have any material being composted at Blessing Blends

What documentation is there regarding groundwater quality?

Attached are letters from DNREC along with groundwater data going back to 2011.

Who would be responsible for clean up if the business closes and material remains?

DNREC would have jurisdiction to work through their process to clean up the site.

The following is the portion of the minutes from the May 11, 2017 Planning Commission meeting that addressed CU 2071 Blessings Greenhouses and Compost.

The Commission discussed this application which has been deferred since March 23, 2017.

Ms. Stevenson stated that she would move that the Commission recommend approval of Conditional Use No. 2071 for Blessing Greenhouses and Compost for composting, mixing, blending, bagging poultry by-products, compost, potting soil products, for trucking and wholesale distribution based upon the record and for the following reasons:

1. This is a project that has had a lot of attention and scrutiny lately by the public and even DNREC. The record is clear that both DNREC and the applicant have been working to create a pathway to clean up the site and improve the general conditions and their impact upon the area.
2. The use, if conducted appropriately, is for the semi-public purpose of recycling wastes into composting material that is useful in gardens and for crop production. If operated

correctly, it is close to the type of farming operations permitted on land zoned AR-1 (Agricultural Residential District).

3. There have been many concerns expressed by neighbors about current conditions on the property and the smells and other adverse effects coming from it. But, these are in large part due to what has occurred there in the past, and not the improved operations that have been proposed as part of this conditional use.
4. A denial of the conditional use would likely mean that what is there now would simply continue to decay, worsening the impacts on the adjacent properties, the smells, and possibly the environment. A denial would not provide a path forward with new and improved technology on the site that would limit or eliminate the adverse impacts that currently exist. A denial would also likely be detrimental to the solutions that DNREC and the applicant have agreed upon for the site, both in cleanup and future uses.
5. A recommendation for approval should not be without limits, however. For example, the use should be reviewed periodically for compliance and to review any adverse consequences from the use.
6. The use as a compost facility will benefit the citizens and the environment of Sussex County. By recycling materials such as yard waste, vegetable waste, poultry waste, and wood into compost, there will be a reduction of materials going to the landfills.
7. The compost generated at the site will be available for local agricultural and horticultural uses.
8. The use promotes the Conservation Element of the County's Comprehensive Land Use Plan.
9. The ongoing use will continue to be monitored by DNREC, and this approval is contingent upon all DNREC approvals remaining in effect.
10. This recommendation is subject to the following conditions:
 - A. The Applicant shall comply with all requirements established by DNREC and any other regulatory agency having jurisdiction over this use. Failure to comply with DNREC or other agency requirements shall result in the termination of this Conditional Use.
 - B. No new, uncomposted materials (other than what is necessary to complete the composting process for materials existing on the site) shall be accepted at the site until the areas of the concrete pre-composting pad are cleared of the materials that currently exist there as required in the fourth and fifth bullet items of DNREC's March 31, 2017 letter to Jennifer Walls, Sussex County Planning and Zoning Manager. The removal of these materials must be underway immediately upon adoption of the ordinance approving this Conditional Use by County Council, with inspections by Sussex County and DNREC occurring every 3 months to review and report on the status of this work. The quarterly inspections shall include consideration of whether the Applicant is actively cleaning up the site and improved odors coming from it as stated by the Applicant during the public hearing on this application and whether the overall effects of this use upon the neighboring area (including smells) are generally improving. If the Commission finds that any of these requirements are not being satisfied, it may terminate this Conditional Use for non-compliance or require further review of it, including a public hearing.
 - C. Once the current materials are removed, pre-compost storage shall only occur on the existing concrete slab, subject to DNREC's inspections of that slab as existing compost material is removed from it.

- D. The Applicant shall comply with all Sussex Conservation District requirements for the site. Failure to comply with any of these requirements shall result in the termination of the use.
- E. Material processing hours, including the use of heavy equipment, will be limited to 7:00 a.m. – 7:00 p.m., Monday through Saturday.
- F. Material acceptance hours will be limited to 7:00 a.m. – 4:00 p.m., Monday through Saturday.
- G. As proposed by the Applicant, there shall be a landscaped buffer of at least 25 feet around the entire property, to be increased if required by other agencies. This buffer area shall include a vegetated berm of at least 8 feet in height. A landscape plan showing the landscaping within the proposed buffer shall be shown on the Final Site Plan.
- H. All new composting shall only occur within new covered concrete-floored composting buildings designed to hold at least 4,000 cubic yards of compost at a time.
- I. A water truck shall be available to control dust within the site.
- J. Once the pre-compost pad is cleared of materials as required by Conditions B and C, this Conditional Use shall be inspected at least annually by DNREC and a County Inspector, with a report from both provided to the Commission. These inspections shall include consideration of whether the Applicant has actively cleaned up the site and improved the odors coming from it as stated by the Applicant during the public hearing on this application; whether the Applicant is in compliance with the conditions of this approval (including all DNREC and SCD requirements); and whether the overall effects of this use upon the neighboring area (including smells) are generally improving. If the Commission finds that any of these requirements are not being satisfied, it may terminate this Conditional Use for noncompliance or require further review of it, including a public hearing.
- K. No sanitary waste shall be accepted at the site.
- L. The Applicant may bag and blend materials properly accepted and composted at the site pursuant to this approval.
- M. County Council should consider whether a bond or other performance guarantee is necessary and appropriate to guarantee the cleanup of the site and the performance of these conditions of approval.
- N. The Final Site Plan including all buildings, buffers, a landscaping plan (with types, heights and/or diameter of plantings shown), and stormwater management facilities shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Ms. Stevenson, seconded by Mr. Ross, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated. Motion carried 4-0. Mr. Hopkins recused himself.

July, 2011 Groundwater Data

Monitoring Well	Local Id	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
MW-1	MW-1-A-8	BDL<0.5	0.072	13.4	12.5	BDL <0.050	26.3	44	33.7	28
	MW-1-B-19	5.65	2.76	2.22	0.60	BDL <0.050	4.7	25	20.9	18
	MW-1-C-27	4.75	0.59	2.56	0.88	BDL <0.050	16.7	42	28.9	12
	MW-1-D-37	BDL<0.5	4.59	0.12	0.12	0.26	4.5	38	18.6	12
	MW-1-E-47	1.93	0.24	0.96	0.2	BDL <0.050	BDL <1.0	18	17.3	BDL < 2.0
MW-2	MW-2-A-8	1.55	BDL<0.05	21.1	33.1	0.11	33.6	65	31.5	290
	MW-2-B-15	5.92	0.56	6.36	14.54	BDL <0.050	3.1	19	24	70
	MW-2-C-25	5.15	0.099	6.34	11.86	BDL <0.050	12.5	41	23.3	BLD > 800
	MW-2-D-35	19.8	0.28	1.71	0.99	BDL <0.050	3.8	16	17.8	30
	MW-2-E-45	6.31	0.24	4.16	10.14	BDL <0.050	6.5	11	20.4	BDL > 800
MW-3	MW-3-A-8	1.55	0.052	168	21	0.15	94.7	30	78.2	BDL > 10
	MW-3-B-17	1.96	BDL<0.05	59.8	10.3	BDL <0.050	41	15	11.5	BDL > 10
	MW-3-C-25	11.7	0.72	1.04	0.35	BDL <0.050	1.8	31	19.3	BDL > 10
	MW-3-D-35	6.78	1.06	0.85	0.38	BDL <0.050	1.6	9.3	18.1	BDL > 10
	MW-3-45	9.24	1.09	0.56	0.25	BDL <0.050	1.1	8.3	16.3	300
MW-4	MW-4-A-8	68.5	0.39	0.77	0.32	BDL <0.050	1.8	23	24.7	BDL > 10
	MW-4-B-15	52.9	1.01	3.25	3.49	BDL <0.050	9.9	85	35.4	180
	MW-4-C-25	42.8	0.26	3.59	1.56	BDL <0.050	3.6	28	26.8	BDL > 10
	MW-4-D-35	32.9	0.27	1.16	0.3	BDL <0.050	1.4	15	26.1	BDL > 10
	MW-4-E-45	25.1	0.23	0.34	0.12	BDL <0.050	BDL <1	8	28	BDL > 10

October, 2014 Groundwater Data

Monitoring Well	Local Id	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
MW-1	MW-1-A-8	9.41	-	0.73	0.31*	-	-	-	--	<2
	MW-1-B-19	16.7	-	BDL<0.05	0.1*	-	-	-	-	<2
	MW-1-C-27	17.8	-	BDL<0.05	0.1*	-	-	-	-	<2
	MW-1-D-37	-	-	-	-	-	-	-	-	-
	MW-1-E-47	-	-	-	-	-	-	-	-	-
MW-2	MW-2-A-8	9.32	-	BDL<0.05	0.81*	-	-	-	-	<2
	MW-2-B-15	36.8	-	BDL<0.05	0.56*	-	-	-	-	<2
	MW-2-C-25	29.2	-	BDL<0.05	0.41*	-	-	-	-	<2
	MW-2-D-35	-	-	-	-	-	-	-	-	-
	MW-2-E-45	-	-	-	-	-	-	-	-	-
MW-3	MW-3-A-8	BDL <0.02	-	14.9	0.4*	-	-	-	-	<2
	MW-3-B-17	0.42	-	4.68	1.36*	-	-	-	-	<2
	MW-3-C-25	26.5	-	BDL<0.05	0.16*	-	-	-	-	<2
	MW-3-D-35	-	-	-	-	-	-	-	-	-
	MW-3-E-45	-	-	-	-	-	-	-	-	-
MW-4	MW-4-A-8	27.2	-	BDL<0.05	0.027*	-	-	-	-	<2
	MW-4-B-15	130	-	BDL<0.05	0.60*	-	-	-	-	<2
	MW-4-C-25	-	-	-	-	-	-	-	-	-
	MW-4-D-35	-	-	-	-	-	-	-	-	-
	MW-4-E-45	-	-	-	-	* = est.	-	-	-	-

May, 2015 - Groundwater Data

Monitoring Well	Local Id	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
MW-1	MW-1-A-8	9.17	-	1.11	0.02	-	-	-	--	<2
	MW-1-B-19	17.6	-	BDL<0.05	BDL<0.05	-	-	-	-	<2
	MW-1-C-27	17.6	-	BDL<0.05	0.67*	-	-	-	-	<2
	MW-1-D-37	-	-	-	-	-	-	-	-	-
	MW-1-E-47	-	-	-	-	-	-	-	-	-
MW-2	MW-2-A-8	6.93	-	BDL<0.05	0.67	-	-	-	-	<2
	MW-2-B-15	42.3	-	BDL<0.05	0.25	-	-	-	-	<2
	MW-2-C-25	37.4	-	BDL<0.05	0.15*	-	-	-	-	<2
	MW-2-D-35	-	-	-	-	-	-	-	-	-
	MW-2-E-45	-	-	-	-	-	-	-	-	-
MW-3	MW-3-A-8	BDL <0.02	-	35.9	6.2	-	-	-	-	<2
	MW-3-B-17	0.48	-	4.48	0.68*	-	-	-	-	<2
	MW-3-C-25	54.4	-	BDL<0.05		-	-	-	-	<2
	MW-3-D-35	-	-	-	-	-	-	-	-	-
	MW-3-45	-	-	-	-	-	-	-	-	-
MW-4	MW-4-A-8	15.7	-	BDL<0.05	0.16*	-	-	-	-	<2
	MW-4-B-15	119	-	BDL<0.05	BDL<0.05	-	-	-	-	38
	MW-4-C-25	-	-	-	-	-	-	-	-	-
	MW-4-D-35	-	-	-	-	-	-	-	-	-
	MW-4-E-45	-	-	-		* = est.	-	-	-	-

January, 2016 - Groundwater Data

Monitoring Well	Local Id	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
MW-1	MW-1-A-8	11.8	-	0.64	0.14*	-	-	-	--	<2
	MW-1-B-19	17.7	-	BDL<0.05	BDL<0.05	-	-	-	-	<2
	MW-1-C-27	16.1	-	BDL<0.05	0.03*	-	-	-	-	<2
	MW-1-D-37	-	-	-	-	-	-	-	-	-
	MW-1-E-47	-	-	-	-	-	-	-	-	-
MW-2	MW-2-A-8	6.48	-	BDL<0.05	0.77*	-	-	-	-	<2
	MW-2-B-15	44.5	-	BDL<0.05	0.49*	-	-	-	-	<2
	MW-2-C-25	41.6	-	BDL<0.05	0.29*	-	-	-	-	<2
	MW-2-D-35	-	-	-	-	-	-	-	-	-
	MW-2-E-45	-	-	-	-	-	-	-	-	-
MW-3	MW-3-A-8	0.253	-	18.1	4.1	-	-	-	-	<2
	MW-3-B-17	0.729	-	2.64	0.45*	-	-	-	-	<2
	MW-3-C-25	41.6	-	BDL<0.05	0.07*	-	-	-	-	<2
	MW-3-D-35	-	-	-	-	-	-	-	-	-
	MW-3-45	-	-	-	-	-	-	-	-	-
MW-4	MW-4-A-8	11.4	-	BDL<0.05	0.08*	-	-	-	-	<2
	MW-4-B-15	79.5	-	BDL<0.05	BDL<0.05	-	-	-	-	38
	MW-4-C-25	-	-	-	-	-	-	-	-	-
	MW-4-D-35	-	-	-	-	-	-	-	-	-
	MW-4-E-45	-	-	-	-	* = est.	-	-	-	-

August, 2016 - Groundwater Data

Monitoring Well	Local Id	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
MW-1	MW-1-A-8	14.8	-	0.2	0.1*	-	-	-	--	<2
	MW-1-B-19	19.0	-	BDL<0.05	BDL<0.05	-	-	-	-	2.0
	MW-1-C-27	20.0	-	BDL<0.05	BDL<0.05	-	-	-	-	<2
	MW-1-D-37	-	-	-	-	-	-	-	-	-
	MW-1-E-47	-	-	-	-	-	-	-	-	-
MW-2	MW-2-A-8	8.63	-	BDL<0.05	0.90*	-	-	-	-	<2
	MW-2-B-15	37.5	-	BDL<0.05	0.74*	-	-	-	-	<2
	MW-2-C-25	46.1	-	BDL<0.05	0.18*	-	-	-	-	<2
	MW-2-D-35	-	-	-	-	-	-	-	-	-
	MW-2-E-45	-	-	-	-	-	-	-	-	-
MW-3	MW-3-A-8	1.64	-	8.15	0.58*	-	-	-	-	<2
	MW-3-B-17	5.95	-	0.62	0.84*	-	-	-	-	<2
	MW-3-C-25	57.9	-	BDL<0.05	BDL<0.05	-	-	-	-	<2
	MW-3-D-35	-	-	-	-	-	-	-	-	-
	MW-3-45	-	-	-	-	-	-	-	-	-
MW-4	MW-4-A-8	12.1	-	BDL<0.05	0.12*	-	-	-	-	<2
	MW-4-B-15	107	-	BDL<0.05	0.23*	-	-	-	-	<2
	MW-4-C-25	-	-	-	-	-	-	-	-	-
	MW-4-D-35	-	-	-	-	-	-	-	-	-
	MW-4-E-45	-	-	-	-	* = est.	-	-	-	-

April, 2017 – Groundwater Data

Monitoring Well	Local Id	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
MW-1	MW-1-A-8	14.0	-	0.59	0.18*	-	-	-	--	<2
	MW-1-B-19	19.1	-	BDL<0.05	BDL<0.05*	-	-	-	-	<2
	MW-1-C-27	19.1	-	BDL<0.05	BDL<0.05*	-	-	-	-	<2
	MW-1-D-37	-	-	-	-	-	-	-	-	-
	MW-1-E-47	-	-	-	-	-	-	-	-	-
MW-2	MW-2-A-8	6.72	-	0.66	1.05*	-	-	-	-	<2
	MW-2-B-15	54.0	-	BDL<0.05	0.63*	-	-	-	-	<2
	MW-2-C-25	47.9	-	BDL<0.05	0.24*	-	-	-	-	<2
	MW-2-D-35	-	-	-	-	-	-	-	-	-
	MW-2-E-45	-	-	-	-	-	-	-	-	-
MW-3	MW-3-A-8	BDL<0.2	-	18.3	6.4*	-	-	-	-	<2
	MW-3-B-17	26.9	-	0.81	0.85*	-	-	-	-	<2
	MW-3-C-25	63.4	-	BDL<0.05	0.09*	-	-	-	-	<2
	MW-3-D-35	-	-	-	-	-	-	-	-	-
	MW-3-45	-	-	-	-	-	-	-	-	-
MW-4	MW-4-A-8	14.5	-	BDL<0.05	0.21*	-	-	-	-	<2
	MW-4-B-15	71.3	-	BDL<0.05	0.19*	-	-	-	-	<2
	MW-4-C-25	-	-	-	-	-	-	-	-	-
	MW-4-D-35	-	-	-	-	-	-	-	-	-
	MW-4-E-45	-	-	-	* = est.	-	-	-	-	-

March, 2010

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Ortho-phosphorus (mg/L)	Total Phosphorus (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL	Enterococcus Coliform #/100 mL
Upstream	7.24	BDL	0.023	-	0.013	0.026	16	70	110
Downstream	7.50	.01	0.499	-	.022	0.040	20	120	80

February, 2012

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
Upstream	6.54	-	BDL<0.05	0.45	-	-	7.6	14.1	-
Downstream	8.46	-	0.10	0.46	-	-	7.9	15.4	-

October, 2014

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
Upstream	10.1	-	BDL<0.05	3.04	.12	-	-	-	-
Downstream	18.3	-	1.46	-	BDL<0.05	-	-	-	-

May, 2015

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
Upstream	7.38	-	BDL<0.05	0.52*	BDL<0.05	-	-	-	-
Downstream	12.1	-	1.14	-	BDL<0.05	-	-	-	-

January, 2016

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
Upstream	7.7	-	BDL<0.05	0.28*	BDL<0.05	-	-	-	-
Downstream	14.5	-	0.84	0.3*	BDL<0.05	-	-	-	-

August, 2016

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
Upstream	1.82	-	BDL<0.05	1.27*	0.52	-	-	-	-
Downstream	9.07	-	2.73	0.65*	0.74	-	-	-	-

April, 2017

Sample Location	Nitrate as N (mg/L)	Nitrite as N (mg/L)	Ammonia nitrogen as N (mg/L)	Organic N as N (mg/L)	Total Phosphorus (mg/L)	Total Org. Carbon (mg/L)	Sodium (mg/L)	Chloride (mg/L)	Fecal Coliform #/100 mL
Upstream	4.63	-	BDL<0.05	0.51*	BDL<0.05	-	-	-	-
Downstream	12.4	-	1.40	0.63*	0.07	-	-	-	-



Memorandum

TO: Brian Churchill
THRU: John Barndt, P.G.
Rob Underwood
FROM: Amber Joseph
RE: **Passwater's well**
DATE: December 22, 2011

Purpose

The Groundwater Protection Branch (GPB) was requested to review water sampling results from the Passwater's well to determine if the Draper Farm is causing contamination to the well.

Background

Bruce Blessing has a permit to land apply bio-solids to several fields east of State Route 1, Coastal Highway, near Milton, Delaware (Figure 1). The Department recommended that Ms. Passwater's have her domestic well sampled due to the wells proximity to the land application areas. Ms. Passwater's well is located at 25141 Truitt Road.

A search of the Well Permitting Database determined the DNREC id of the well is 220403. Whites Well Drilling installed the well in 2007 to a depth of 95 feet below ground surface (bgs). The well screen is from 80 to 95 feet bgs with gravel pack from 75 to 95 feet bgs. The well is located approximately 50 feet from the land application area.

According to Andres and Klingbeil (2006), the Columbia aquifer (aq.) in the area is comprised of the Beaverdam formation (fm.) and the Cat Hill fm. The St. Marys fm. acts as a regional confining layer below the Beaverdam and Cat Hill fms. Nearby geophysical logs, Mf35-26, Mg42-23, Mg51-03, Ng12-21, show the unconfined aquifer to be approximately 150 feet thick (Figure 2 and 3). Based on the cross section, well 220403 is screened in the Columbia aq.

Based on aerial photographs and 2007 Land use data, the dominate land use is agriculture.

Well 220403 was sampled the by owner on October 25, 2011. The Division of Public Health Laboratory performed the analysis. The test results are:

Test	Result	Drinking Water Standard
E. Coli	Absent	Absent
Total Coliforms	Present	Absent
Fluoride	<0.1 mg/L	
Chloride	24.6 mg/L	250 mg/L
Nitrite as N	<0.1 mg/L	1.0 mg/L
Nitrate as N	15.3 mg/L	10 mg/L
Sulfate	<0.6 mg/L	250 mg/L
Hardness	24.8 mg/L	
Sodium	9.0 mg/L	20 mg/L
Iron	<0.1 mg/L	0.3 mg/L
Alkalinity	6 mg/L	
pH	5.5	6.5 – 8.5

The well met the drinking water standards except for nitrate as N and total coliforms.

Conclusions/Recommendations

Groundwater generally flows from recharge areas at topographic highs to discharge areas, i.e. surface water bodies, generally at topographic lows. The geology of the area determines the flow path (Andres, 1991). An example of a flow system in the Columbia aquifer is shown in Figure 6, taken from Andres, 1991. A local flow system exists close to the surface and the regional system is found deeper in the aquifer.

At this time, the GPB does not have enough data to determine the flow path and recharge/source areas supplying groundwater to well 220403; however, based on the well screen depth, the GPB feels that the well is screened deep enough in the aquifer to be in a regional flow path. Therefore, it is unlikely that the land application fields are contributing to the nitrate concentration.

The GPB recommends resampling well 220403 for total coliforms. Proper sampling methods should be used to limit the possibility of contaminating the sample bottle. If the well tests positive for total coliforms, a licensed well driller or pump installer should chlorinate the well and then the well resampled again.

The homeowner may consider installing a nitrate removal system, such as a reverse osmosis or ion exchange system, to reduce nitrate concentrations below the drinking water standard.

If you have any questions regarding this memorandum, please contact me at (302) 739-9945.

References

Andres, A. S., 1991, Results of the Coastal Sussex County, Delaware Ground-water Quality Survey: Delaware Geological Survey Report of Investigations No. 49, 28p.

Andres, A. S. and Klingbeil, A. D., 2006, Thickness and Transmissivity of the Unconfined Aquifer of Eastern Sussex County, Delaware: Delaware Geological Survey Report of Investigations No. 70, 19p.

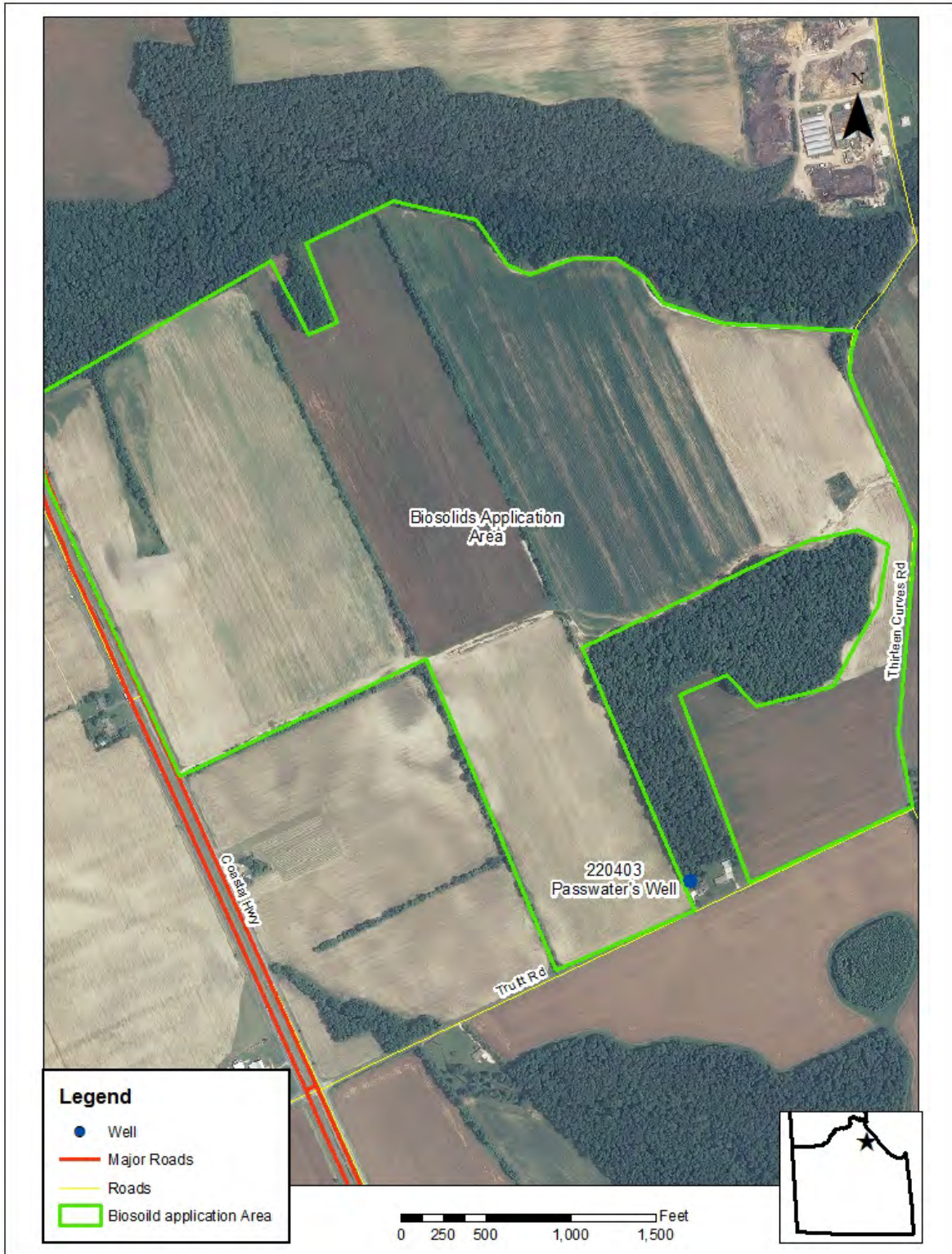


Figure 1. Site Map of the Draper Farm application fields and Passwater's residence well. The Passwater's well, 220403, is located approximately 50 feet from a bio-solids application field.

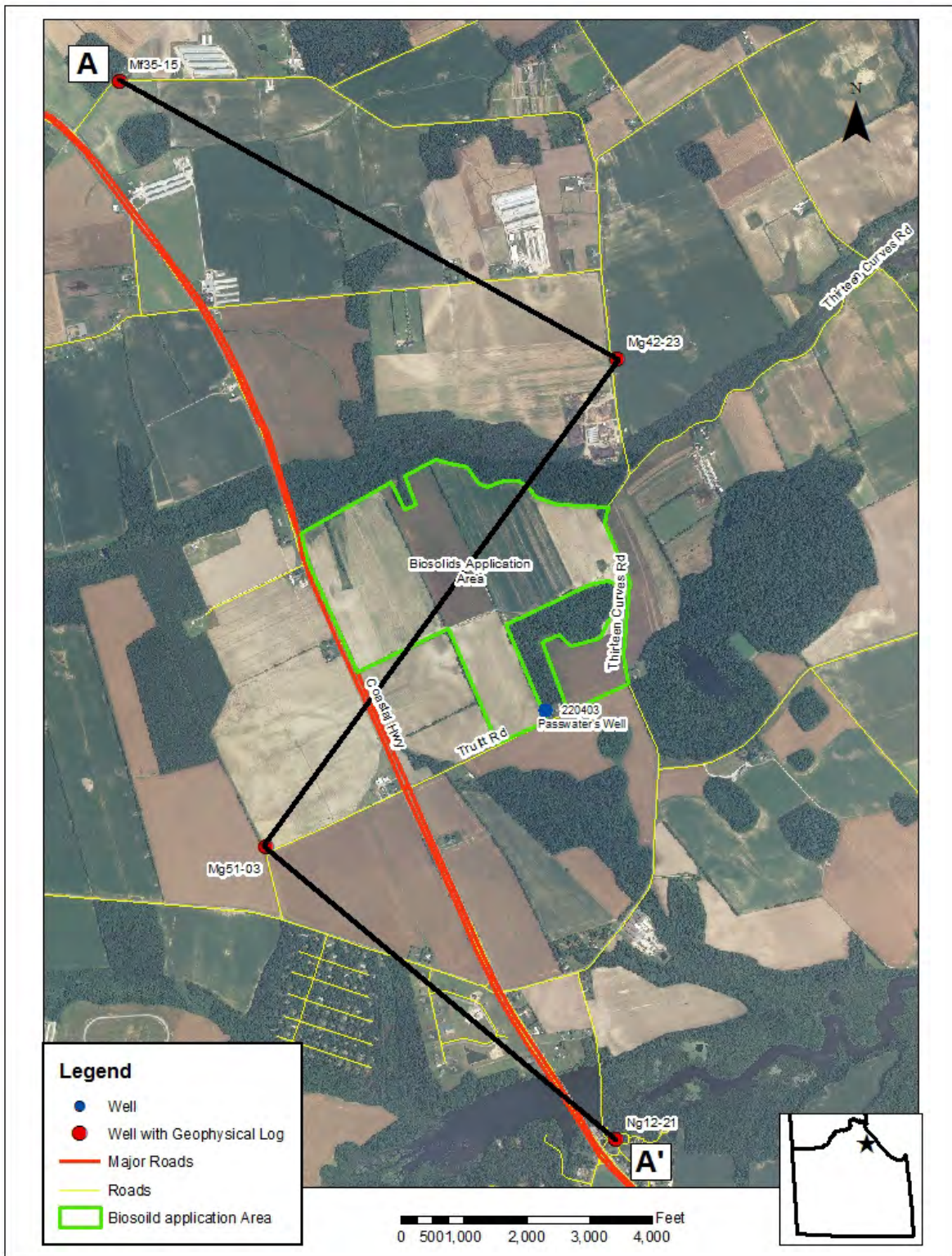


Figure 2. Cross Section A-A'. A cross-section was completed using the above wells and their associated geophysical logs.

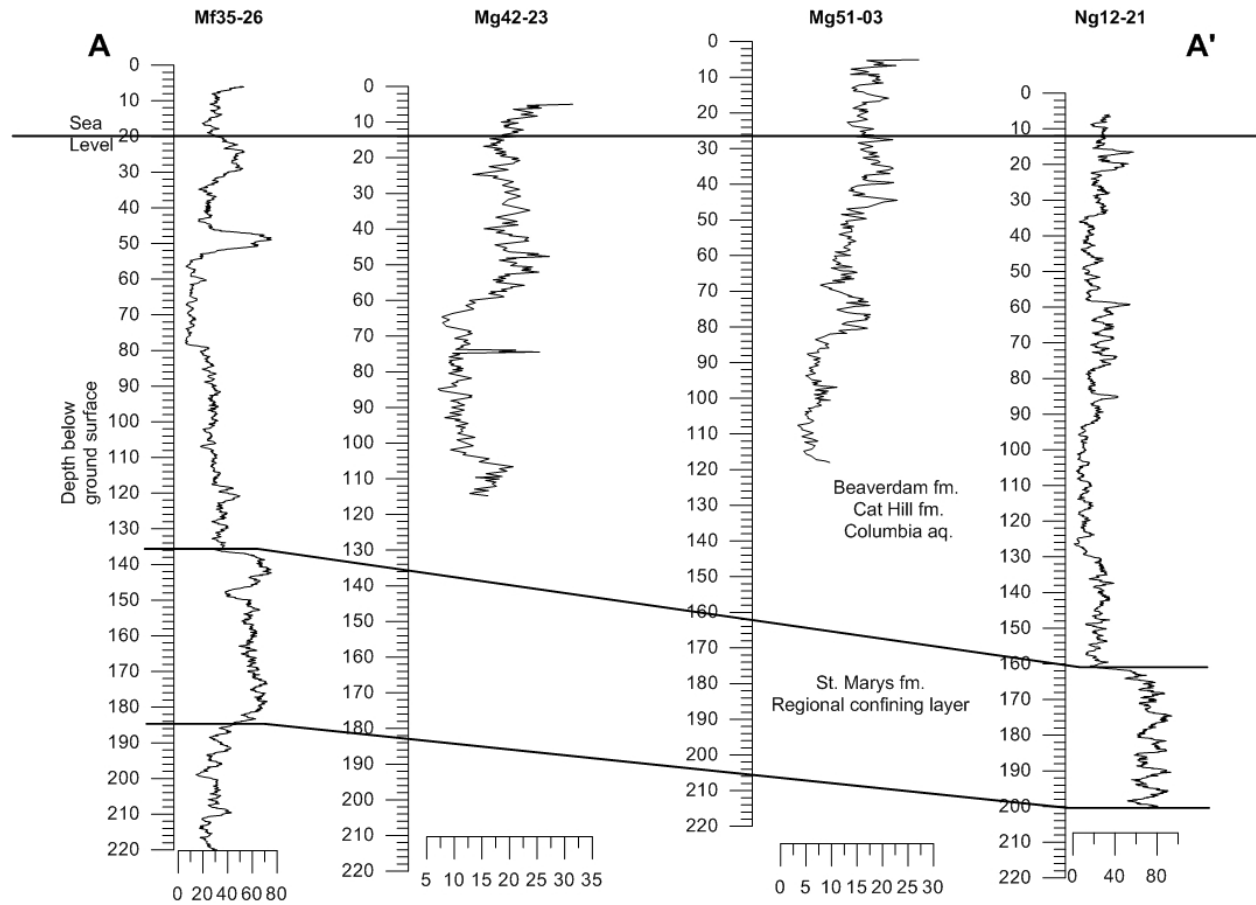


Figure 3. Geologic Cross-Section. Using geophysical logs from four wells, a geologic cross-section was created. Well 220403 is located close to well Mg42-23 and Mg51-03. The section indicates the unconfined Columbia aquifer is approximately 150 feet thick in the area.

MAIL TO:

WATER SUPPLY SECTION
DIVISION OF WATER RESOURCES
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

http://www.dnrec.state.de.us/

APPLICATION MUST BE SUBMITTED
AND PERMIT RECEIVED BEFORE
DRILLING IS STARTED.

APPLICATION FOR A PERMIT
TO CONSTRUCT A WELL

- OFFICIAL USE ONLY -

PHONE: 302-739-9944

FAX: 302-739-7764

PAGE # _____ OF _____ PAGES
PERMIT NO: 220403

ILLEGIBLE OR INCOMPLETE FORMS WILL BE RETURNED

PLEASE TYPE OR PRINT-USE BLUE OR BLACK INK ONLY

Property Owner: RHETT A. & SUSAN PASSWATERS
Address: 25141 TRUITT RD
City: MILTON State: DE Zip: 19968
Telephone Number: 684-8149
Licensed Preparer/WC: WHITE
Lic. #: 1 Date of Application: 7-26-07

Estimated Construction Date: 8-20-07
PURPOSE: Test Permanent Temporary for Well Construction

USE: Domestic Irrigation
 Industrial Agricultural
 Public Heat Pump Supply
 Miscellaneous Public Heat Pump Recharge
 Other (Specify): _____ Closed Loop Heat Pump

Is this a replacement well? NO YES (Reason): _____
Is public water available? NO YES (Utility): _____
On public sewage? YES OR Septic system permit # 212124-5

PROPOSED WELL CONSTRUCTION:

	Inner Casing	Outer Casing
Approximate total depth:	<u>80</u> ft.	ft.
Casing top (above grade):	<u>12</u> in.	in.
Casing bottom (below grade):	<u>70</u> ft.	ft.
Casing diameter:	<u>4</u>	
Casing material:	<u>PVC</u>	

Proposed screen setting: 70 ft. TO: 80 ft. Material: PVC
Type of Grout: Bentonite From: 0 To: 20
Gravel pack: NO YES From: 60 To: 80
Maximum capacity: 25 (GPM) Max. Daily Withdrawal: 15,000 (GPD)

Will the operation of this well by itself or in combination with any other well(s), owned or operated by the permittee, withdraw greater than 50,000 gallons in any 24 hr. period? NO YES

I HEREBY AFFIRM THE INFORMATION I HAVE SUBMITTED IS ACCURATE AND CORRECT.

Signature - Licensed Preparer / Water Well Contractor: Roy E. White / White Drilling Corp. Date: 7-26-07

Signature - Property Owner: [Signature] Date: 7-23-07

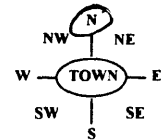
Please release the contractor's copy of the permit and the well tag to the water well contractor noted on this application:

YES NO

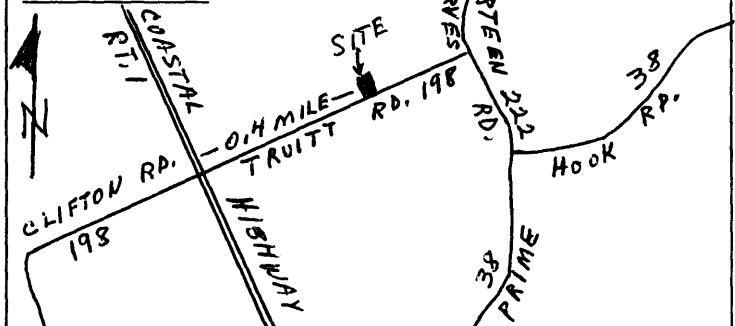
LOCATION MAP - ROAD MAP

County: New Castle Kent Sussex
Subdivision: _____
Lot #: _____ ADC Map Grid: 9 E 8
Tax Map/Parcel #: 2-30-22-135.00
Name of Nearest Town: MILTON
Distance to Nearest Town: 3.8 MILES

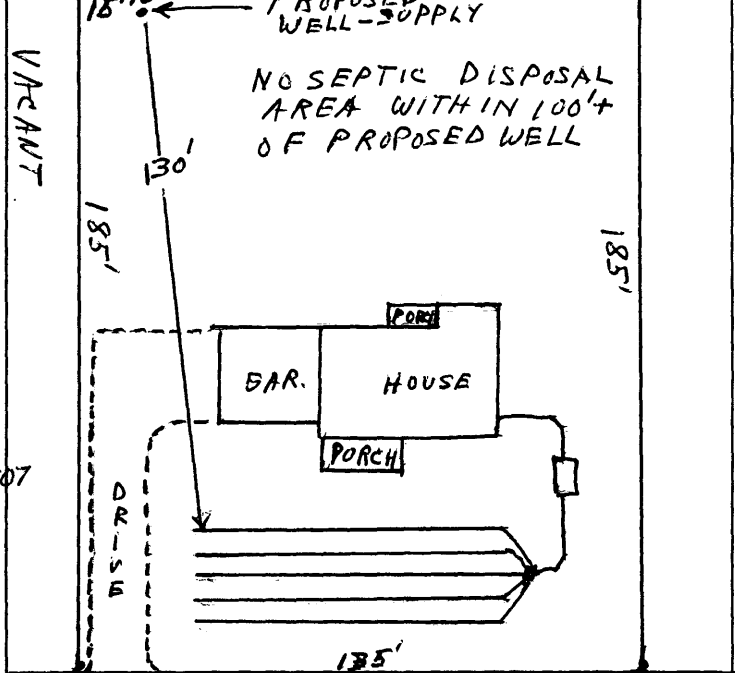
DIRECTION OF WELL FROM TOWN (CIRCLE DIRECTION)



Draw a sketch below showing location of well in relation to at least two county or state roads, give distance from well site to nearest road junction and SHOW A NORTH ARROW.



Site Plan - Include lot size and dimensions, distances from well to house, property lines, nearest road, and all nearby septic systems (include suitable plot plan if available).



PERMIT #: 220403

- FOR OFFICIAL USE ONLY - DO NOT WRITE BELOW THIS LINE -

Received By: [Signature] Modified Grid: _____ DRBC: YES NO X - Coord: _____
Amount: _____ Drainage Basin: _____ H₂O Utility: _____ Y - Coord: _____
Date: _____ Quad: _____ Flood Zone/Coastal: _____ DOT #: _____

[Close Window](#)
[Print Details](#)

SussexCounty, Delaware

Treasury Division

P.O. Box 429, Georgetown, DE 19947-0429

302-855-7760

Tax Summary

Detailed property Information for : 2-30 22.00 135.00

Owners Name(s):

PASSWATERS
RHETT ASHTON & SUSAN E

District - Map - Parcel

2-30 22.00 135.00

Billing Address:

PASSWATERS
RHETT ASHTON & SUSAN E

Additional Owners:

25155 TRUITT RD
MILTON , DE 19968

Property Description:

N/RT 198 1250'
W/RT 222

Deed Book Information:

Deed Book : 3456
Deed Page: 337

School District:

Cape Henlopen School District

Property Appraised Value Information:

Land Appraised Value:	\$3,000.00
Improvement(s) Appraised Value:	\$0.00
Total Appraised Value:	\$3,000.00

Other Property Information:

Land Use: Residential, Vacant Lot, No Improvement

Town:

Fire Districts: Milton Fire District

Tax Information: 2007 Annual Billing Total \$58.18

Please note that the information provided here is based upon the annual tax billing for the selected property and does not include any quarterly or special billings.

The Assessed value of the property reflects 50% of the 1974 Appraised Value and this is what your taxes are calculated on. The Assessed value may not include recent improvements to the property due to the fact that the information here is based ONLY on the annual billing. The Assessed Value Displayed may include applicable State and/or County Exemptions.

Total Assessed Value: \$1,500.00
County Tax Information:

County Tax:	\$5.97	County Cap Tax:	\$3.00
-------------	--------	-----------------	--------

Total County Taxes: \$8.97
School Tax Information:

School District: Cape Henlopen School District

School Tax: \$44.97

School Cap Tax: \$0.00

School District: Sussex Tech

School Tax: \$3.54

Total of School Taxes: \$48.51
Library Tax Information:

Library Tax: \$0.70

MAIL TO:

WATER SUPPLY SECTION
DIVISION OF WATER RESOURCES
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

http://www.dnrcc.state.de.us/

WELL COMPLETION REPORT
MUST BE RETURNED WITHIN 30
DAYS OF CONSTRUCTION. A
WELL FORMATION LOG MUST BE
INCLUDED WITH THIS REPORT.

PHONE: 302-739-9944
FAX: 302-739-7764

WELL COMPLETION REPORT

-Authorization Number-

5290616

ILLEGIBLE OR INCOMPLETE FORMS WILL BE RETURNED

PLEASE PRINT OR TYPE - USE BLUE OR BLACK INK ONLY

Permit #: 220403 Local ID: _____
Tax Map/Parcel #: 2-30-22.00-135.00
Property Owner: Rhett Passwaters
Water Well Contractor: White Drilling WC Lic #: 1
Well Driller in Charge during Construction: Dave White

WELL CONSTRUCTION METHOD

Augered Bored Cable Tool
 Driven Jetted Air Rotary
 Mud Rotary Reverse Washed
 Other (Specify): _____
Total Depth of Excavation: 100
Construction Date: 8-9-07

CASING INSTALLATION:

INNER CASING

CASING TOP: 12" above
CASING BOTTOM: 80
CASING DIAMETER: 4"
CASING MATERIAL: PVC

OUTER CASING

	(1)	(2)	(3)
CASING TOP:	_____	_____	_____
CASING BOTTOM:	_____	_____	_____
CASING DIAMETER:	_____	_____	_____
CASING MATERIAL:	_____	_____	_____

SCREEN INSTALLATION

SCREEN TOP: 80
SCREEN BOTTOM: 95
SCREEN DIAMETER: 4"
SCREEN MATERIAL: PVC
SCREEN SLOT SIZE 20 /THOUSANDS
GRAVEL PACK SIZE # 1

Gravel Pack From: 75 ft. To: 95 ft.
Grout Type: Cement Bentonite Clay
 Other: _____ From: 0 ft. To: 30 ft.
Type of Non-Grout backfill of Well Annulus: Native
From: 30 To: 75
Static Water Level: 11 ft. Below OR Above Ground Surface
On (date): 8-9
Pumping Water Level: 16 ft. On (date): 8-9
After: 2 hrs. Pumping at: 70 GPM
Was a Geophysical Log Taken? YES NO

Site Plan - Include lot size and dimensions, distances from well to house, property lines, nearest road, and all nearby septic systems (include suitable plot plan if available). (If different from original application)

WELL HEAD COMPLETION:

Type: Pitless Adapter Standard "T"
 Well Pit Pad Mount
 Other - Specify: _____

Well Head Completed: 12 inches Above (OR) Below Ground Surface

Was the Well Tag attached in accordance with current regulations?

YES NO If "NO", Please Explain: _____

I HEREBY AFFIRM THE INFORMATION I HAVE SUBMITTED IS ACCURATE AND CORRECT.

Dave White
Signature - Well Driller in Charge of Well Construction

811
License #

9-7-07
Date

MAIL TO:

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

WELL COMPLETION REPORT MUST
BE RETURNED WITHIN 30 DAYS OF
CONSTRUCTION DATE

WATER SUPPLY SECTION
DIVISION OF WATER RESOURCES
89 KINGS HIGHWAY
DOVER, DELAWARE 19901
PHONE: 302-739-9944
FAX: 302-739-7764

FORMATION LOG

PAGE 2 OF 2 PAGES

PLEASE PRINT OR TYPE - ILLEGIBLE OR INCOMPLETE FORMS WILL BE RETURNED

PERMIT# <u>220403</u>	LOCAL ID#	
PROPERTY OWNER <u>Rhett Passwaters</u>		
WELL CONTRACTOR <u>White Drilling Corp.</u>	LIC# <u>1</u>	
DESCRIPTION	TOP OF STRATA	BOTTOM OF STRATA
<u>Top Soil</u>	<u>0</u>	<u>1</u>
<u>silty orange sand</u>	<u>1</u>	<u>7</u>
<u>Fine to coarse yellow sand</u>	<u>7</u>	<u>19</u>
<u>very fine to medium coarse yellow sand</u>	<u>19</u>	<u>33</u>
<u>fine to coarse yellow sand with lots of large gravel</u>	<u>33</u>	<u>65</u>
<u>very fine to some medium coarse dark yellow sand</u>	<u>65</u>	<u>73</u>
<u>Fine to coarse yellow sand and gravel</u>	<u>73</u>	<u>83</u>
<u>Fine to medium to some coarse light yellow sand</u>	<u>83</u>	<u>97</u>
<u>same, with a few thin layers of tan clay</u>	<u>97</u>	<u>100</u>

OTHER COMMENTS: _____

I HEREBY AFFIRM THE INFORMATION I HAVE SUBMITTED IS ACCURATE AND CORRECT

David W. White 811 9-7-07
 Signature of Well Driller in Charge License# Date



STATE OF DELAWARE
 DEPARTMENT OF NATURAL RESOURCES &
 ENVIRONMENTAL CONTROL
 DIVISION OF WATER
 89 KINGS HIGHWAY
 DOVER, DELAWARE 19901

Surface Water Discharges Section

Telephone: (302) 739-9946
 Facsimile: (302) 739-8369

CERTIFIED MAIL 7010 1870 0000 4190 4293
 RETURN RECEIPT REQUESTED

February 1, 2012

Susan Passwaters
 25141 Truitt Road
 Milton, Delaware 19968

Re: Drinking Water Well

Dear Ms. Passwaters:

On November 22, 2011, the Department of Natural Resources and Environmental Control (Department/DNREC) Surface Water Discharges Section received a water sample result that you submitted for Department review. The sample was collected due to concerns of possible groundwater contamination from land application activities, conducted by Isdell Sanitation and Pumping service under Agricultural Utilization Permit (AGU) 1003-S-05, adjacent to your property.

The Department conducted a search of the Well Permitting Database and determined that DNREC id of your well is 220403. Whites Well Drilling installed the well in 2007 to a depth of 95 feet below ground surface (bgs). The well is located in the Columbia Aquifer and the screen is from 80 to 95 feet bgs with gravel pack from 75 to 95 feet bgs.

The Division of Public Health Laboratory received the water sample on October 26, 2011 and performed an analysis for the parameters below. The test results are:

Test	Result	Drinking Water Standard
E. Coli	Absent	Absent
Total Coliforms	Present	Absent
Fluoride	<0.1 mg/L	
Chloride	24.6 mg/L	250 mg/L
Nitrite as N	<0.1 mg/L	1.0 mg/L
Nitrate as N	15.3 mg/L	10 mg/L
Sulfate	<0.6 mg/L	250 mg/L
Hardness	24.8 mg/L	
Sodium	9.0 mg/L	20 mg/L
Iron	<0.1 mg/L	0.3 mg/L
Alkalinity	6 mg/L	
pH	5.5	6.5 – 8.5

Delaware's good nature depends on you!

The well met the drinking water standards except for nitrate as N and total coliforms.

At this time, the Department does not have enough data to determine the flow path and recharge/source areas supplying groundwater to well 220403; however, based on the well screen depth, the Department believes that the well is screened deep enough in the aquifer to be in a regional flow path (deep in the aquifer) and not local flow system (close to the surface of an aquifer). Therefore, it is unlikely that the land application fields permitted under State Permit Number AGU 1003-S-05 are contributing to the nitrate concentration.

The Department recommends resampling well 220403 for total coliforms. Proper sampling methods should be used to limit the possibility of contaminating the sample bottle. If the well tests positive for total coliforms, a licensed well driller or pump installer should chlorinate the well and then the well resampled again.

In addition, you may consider installing a nitrate removal system, such as a reverse osmosis or ion exchange system, to reduce nitrate concentrations below the drinking water standard.

Should you have any questions, please contact me at (302) 739-9946.

Sincerely,



Brian Churchill
Environmental Scientist
Surface Water Discharges Section

cc: John Barndt, Program Manager, Division of Water

Introduced 1/3/17

**Council District: District 3 / Burton
Tax I.D. No. 334-6.00-496.00-497.00
911 Address: 18200 Coastal Highway,**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR COMPOSTING, INCLUDING POULTRY BY-PRODUCTS; GREENHOUSES; MIXING, BLENDING AND BAGGING COMPOST AND POTTING SOIL PRODUCTS; TRUCKING PRODUCTS; ALL WHOLESALE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 31.9478 ACRES, MORE OR LESS

WHEREAS, on the 11th day of August 2016, a conditional use application, denominated Conditional Use No. 2071 was filed on behalf of Blessing Greenhouses and Compost; and

WHEREAS, on the ____ day of _____ 2017, 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. 2071 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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. 2071 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Cedar Creek Hundred, Sussex County, Delaware, and lying on the northwest corner of Draper Road and Thirteen Curves Road, also on the west of Draper Road, and being more particularly described per the attached legal description.

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: July 18, 2017

RE: County Council Old Business Report for CU 2074 Quail Valley 1525, LLC (Midway Fitness)

The County Council held a public hearing on May 23, 2017. The County Council deferred action and left the record open for written comments regarding the revised conceptual site plan considered at the County Council public hearing. The public record was closed on June 20, 2017. The Office is in receipt of additional letters from the public regarding the Conditional Use.

Staff was asked to provide information on the square footage of the buildings in the surrounding area. The following is a summary of the square footage of a number buildings in the area.

Village of Five Points Food Lion (Weiss Market)	72,000 SF
County Bank	28,000 SF
CVS (CU 1868)	13,281 SF
Dollar General	10,000 SF
Roadsters Liquor	9,700 SF
Walgreens	27,000 SF
Medical Offices (CU 1150) – 3 buildings	17,500 SF (total)
Bayview Medical Center (CU 1028) – 3 buildings	26,200 SF +/- (total)
Bayside Medical Building	9,500 SF +/-
Office Building (CU 1162)	9,964 SF
Office Building (CU 1480)	4,102 SF
Office Building (Zoned B-1)	9,400 SF +/- (2 story)

+/- = based on best information available.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, 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: May 18, 2017

RE: County Council Report for CU 2074 Quail Valley 1525, LLC

On October 28, 2016, the Planning and Zoning Department received an application (CU 2074 Quail Valley 1525, LLC) to allow for a Conditional Use for a commercial use as a therapy and fitness center. The Planning and Zoning Commission held a public hearing on April 6, 2017. The following are the minutes and motion for the Change of Zone from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into the record were a staff analysis; that comments were received from DelDOT, Sussex Conservation District, and from the Sussex County Utility Planning Division; and that the applicant submitted a site plan and exhibit booklet.

The Commission found Glenn Mandalas, Attorney with Baird, Mandalas, and Brockstedt, LLC Zachary Crouch of Davis, Bowen, and Friedel, Inc. and Rich Garret and Janet Hohnholt, Principals of the project were present on behalf of the application; that Mr. Mandalas stated the land is zoned as AR-1; that the property is on the north side of Savannah Road; that they want to construct a 67,000 square foot building; that this application is for a conditional use not a change of zone; that the business is currently located behind Midway Cinemas; that the property was purchased in 2013; that they have outgrown the current facility; that are involved with providing facility for movement for people with disabilities; that the facility will contain a gym, wellness center, and community center; that there is potential for an outpatient facility for Beebe; that the owners live in the community; that they are involved in the Beach House; that they held a community meeting and heard some concerns from neighbors; that this facility is adjacent to the Village of Five Points East; that there are concerns with noise, landscaping, and lighting; that they are willing to extend and expand trees; that are willing to put the HVAC on top of the building to reduce noise; that the lighting will be shielded and motion sensitive; that there have been 27 conditional uses approved since 1987 in the area; that one conditional use was recently approved two parcels away; that this project is consist with the Comprehensive Plan; that Mr. Crouch stated this property is in a Level 2 State Strategy Area; that the property is located in an Environmentally Sensitive Developing Area (ESDA); that access is off Savannah Road; that there are no wetlands on the site; that they are in an excellent recharge area and will do bio-retention or infiltration with underground storage for stormwater management; that the property is in the Inland Bays Pollution Control Strategies; that they will need to contribute to the area wide study fee; that a TOA or TIS is not required per DelDOT; that there will be a protected left turn lane and right turn lane to the site; that the property



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

is located in a sewer district; that there will be 322 parking spaces and 2 loading spaces; that there will be an 8 foot high fence around the perimeter; that they will enhance the area behind the building; that Mr. Garrett stated the current hours of operations are 24 hour; that the new facility hours of operation would be between 5:00 am and 11:00 pm, Monday – Friday, and Saturday and Sundays 8:00 am – 8:00 pm; that they would like a sign; that typically there are 50 to 65 cars in the lot and 200 spaces would be fine; that there will be a gym along with the Cape Center for movement and they are working with Beebe Hospital to bring outpatient therapy to the site; that they offered to plant 8 foot to 10 foot trees and plant along the tree line and fill in the area behind the building; that they are willing to work with the HOA to accommodate whatever they think is reasonable; that they are looking to build manufactured building due to cost and will have to talk to an Architect about changing the size of the building; that if they have a 30 foot rear yard setback they will have extra room for landscaping in the rear; that they were going to put up a metal fence but the HOA seemed to prefer a solid vinyl fence; and that the building will be 67,500 square feet.

The Commission found that there were no parties in support to this application.

The Commission found that Frank Piorko, Shellace James, Robert Courpe, Robert Murphy, Jan Allamras, Art Sullivan, Joan Bessadario, Vance Parker, Lucy Angeline, Tom Moglioni, Margaret Flanagan, and Charmaine Thomas spoke in opposition to the application; that they had concerns with noise, lighting, traffic, size of the building, hours of operation; that there was concern about the potential growth of the business; that the building is not in character of the neighborhood; and that there was concern with landscaping and setback of the rear of the property.

At the conclusion of the public hearings, the Commission discussed this application; that the discussion included height, the tree buffer, size of the building and parking being excessive; that part of the building is medical related; and that the hours of operations.

Motion by Ms. Stevenson, seconded by Mr. Hudson, and carried unanimously to defer action for further consideration. Motion carried 5-0.

At their meeting on May 11, 2017, the Commission discussed this application which has been deferred since April 6, 2017.

Ms. Stevenson stated that she moves the Commission recommend approval of Conditional Use No. 2074 for Quail Valley 1525, LLC for a therapy and fitness center. based upon the record and for the following reasons:

The project is located on the north side of Savannah Road in an area where there are mixed uses of residences and businesses. The primary uses in the area are offices and residential. There are multiple conditional uses in the area for offices and medical offices.

1. With the conditions imposed on this use, this is an appropriate location for the conditional use.
2. The Property is currently zoned AR-1 (Agricultural Residential) and the proposed project meets the purposes and requirements of that District. This application is for a conditional use in an AR-1 district.
3. The proposed project will be served by central water and sewer, in accordance with Federal, State, and County requirements.

4. Through consultation with DelDOT, the proposed project will have one entrance on Savannah Road.
5. The property will be used as a therapy and fitness center and will have a minimal impact on the character of the neighborhood.
6. The project, with the conditions and limitations placed upon it, will not have an adverse impact on the neighboring properties or community.
7. The proposed project meets the purposes and standards of the Sussex County Zoning Code and the purposes of the AR-1 district.
8. This recommendation for approval is subject to the following conditions and stipulations:
 - a. The project shall be served by a central sewer system in accordance with the Sussex County Engineering Department specifications and in conformity with all DNREC regulations as part of the Sussex County West Rehoboth Expansion of the Dewey Beach Sanitary Sewer System.
 - b. The project shall be served by a publicly regulated central water system providing drinking water and fire protection as required by applicable regulations through Tidewater Utilities, Inc.
 - c. Stormwater management and erosion and sediment control shall be constructed in accordance with applicable State and County requirements including the requirements of the Sussex Conservation District and the Inland Bays Pollution Control Strategy. The Applicant, its successors and assigns, shall operate the stormwater management facilities using Best Management Practices and Best Available Technologies.
 - d. All entrances, intersections, roadway improvements, and multi-modal facilities required by DelDOT shall be completed by the Applicant as required by DelDOT.
 - e. A landscape buffer of Leyland Cypress or similar vegetation shall be maintained or planted along the boundaries of the project adjacent to any residential properties so that the facility will be screened from view from any residential properties. The landscape buffer must be located on the project site. Final Site Plan shall contain a landscape plan showing the planned vegetation within this buffer area.
 - f. An 8 foot tall fence shall be constructed along the boundaries of the project adjacent to any residential properties.
 - g. The proposed therapy and fitness center shall be set back at least 40 feet from all property lines.
 - h. The number of parking spaces required for this proposed project is clearly excessive and unreasonable. Accordingly, the number of parking spaces required shall be modified and reduced. The proposed project shall have 200 parking spaces. All vehicle parking areas shall be clearly shown on the Final Site Plan and clearly marked on the site itself.
 - i. Any security lighting shall be low-level lighting on a timer and downward screened so that it does not shine onto neighboring properties or roadways.
 - j. Hours of operation shall be between 5:00 am and 9:00 pm, Monday through Friday and between 5:00 am and 5:00 pm (Saturday and Sunday).
 - k. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning and Zoning Commission.

Motion by Ms. Stevenson, seconded by Mr. Ross, and carried unanimously to forward this application on to the Sussex County Council with the recommendation that the application be approved for the reasons and with the condition stated. Motion carried 4-1.

The vote by roll call: Mr. Wheatley-yea; Mr. Ross-yea; Mr. Hudson-nay; Mr. Hopkins-yea; and Ms. Stevenson-yea.

Introduced 1/3/17

Council District: District 3 / Burton
Tax I.D. No. 335-12.06-1.00
911 Address: 1523 Savannah Road, Lewes

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A COMMERCIAL USE AS A THERAPY AND FITNESS CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 6.113 ACRES, MORE OR LESS

WHEREAS, on the 28th day of October 2016, a conditional use application, denominated Conditional Use No. 2074 was filed on behalf of Quail Valley 1525, LLC; and

WHEREAS, on the ____ day of _____ 2017, 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. 2074 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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. 2074 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 Savannah Road, approximately 2,150 feet west of Dove Drive and being more particularly described in Plot Book 3733, Page 208, in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 6.113 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.

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: August 3, 2017

RE: County Council Old Business Report for CU 2083 Richard H. Bell III

The County Council held a public hearing on July 25, 2017. At the public hearing on July 25, 2017 the County Council found Mr. Bell was present on behalf of his application. Mr. Bell indicated that his intention is to use the property for storage for his business and use the back portion for crushing of material and storage of the crushed material that are to be used as part of his business. The County Council found that George W. Dick was in opposition to the application and that he had concerns about traffic, noise and dust. The County Council deferred action.

On January 20, 2017, the Planning and Zoning Department received an application (CU 2083 Richard H. Bell III) to allow for a Conditional Use for an office, storage building, storage yard and crushing of concrete for a contracting business. The Planning and Zoning Commission held a public hearing on June 22, 2017. The following are the minutes and motion for the Change of Zone from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that submitted into record as part of the application were a staff analysis, comments from Sussex County Utility Planning Division, DelDOT, and a site plan was submitted by the applicant.

The Commission found Richard H. Bell III and Jennifer Bell were present on behalf of the application; that Mr. Bell spoke that his primary business is Clean Cut Interlock Pavers; that he wants to recycle concrete to use as a base underneath new projects; that the crushing will not be daily; that the crushing has a sprinkler system for dust control and they try to crush when it is raining; that there are only a few dump trucks a day; that the material mainly comes in from a dump truck; that there was a letter of support from an adjoining neighbor; that the crusher is 275 horsepower; that they will get a water truck to hose down the road as needed; that the hours of operation for dumping are Monday – Friday 7:00 am to 5:00 pm; that the hours of operation for crushing will be Monday – Friday 9:00 am to 4:00 pm; that there is a 32 square foot sign on site; that there are no plans to grow; that there is 1 new employee hired to operate the crushing machine; that he has a total of 20 employees; that the crusher is at the back of the property and near a stormwater management pond; that there is no processing of wood; that a wood chipper makes more noise than a crusher; that they are good with all the conditions in the previous Conditional Use; that the crusher is a mobile unit and would like to take it off-site; and that they will register the unit with DNREC.



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

The Commission found that there were no parties in support of this application.

The Commission found that George W. Dick, lives on Route 9; that he spoke in opposition that the dust is a problem now; that there is a sign at the entrance of Park Avenue stating no trucks over 2 axels except for local deliveries; that there is a lot of concrete coming in; that where is the water going to run off; that he has concerns with traffic; and that he has concerns that this may affect Sports at the Beach with noise and dust.

At the conclusion of the public hearings, the Commission discussed this application.

Motion by Mr. Hopkins, seconded by Ms. Stevenson, and carried unanimously to defer action.
Motion carried 5-0

The Commission discussed this application which has been deferred since June 22, 2017.

Mr. Hopkins stated that he would move that the Commission recommend approval of Conditional Use 2083 Richard H. Bell III. for an office, storage building, storage yard and crushing of concrete for a contracting business based upon the record and the following reasons stated:

1. There are several Conditional Uses in this area and this site was previously approved for a Conditional Use for an office storage building and storage yard for the applicants contracting business that prior Conditional Use expired.
2. The use for an office storage building and storage yard is consistent with other similar uses in this area of Route 9. These uses will not adversely impact neighboring properties, roadway or the community.
3. The use as a recycling and crushing facility for concrete will benefit the citizens and the environment of Sussex County by recycling and reusing this material. There will be a reduction of materials going to the landfills.
4. With the conditions of approval, the uses of a concrete crushing and recycling facility will not adversely affect the neighboring properties, roadway or the community.
5. This use promotes the goals of the Sussex County Comprehensive Plan by enhancing the environmental quality of Sussex County. It is also a use which has a public or semi-public character that is essential and desirable to the general convenience and welfare of Sussex County residents.
6. The recommendation is subject to the following conditions:
 - a. The recycling and crushing use shall be limited to concrete and the steel that is encased. No other wood or metal chipping or grinding shall occur and no other materials shall be accepted at the site for crushing or recycling.
 - b. Crushing operations shall only occur between the hours of 9am through 4pm Monday through Friday. In addition, the operator shall cooperate with Sports at the Beach so that crushing operations do not unreasonable interfere with events occurring there.
 - c. Materials may be accepted for the crushing and recycling operation between 7am and 5 pm Monday through Friday.
 - d. Landscaping shall be installed to screen the use from adjacent residential dwellings. The landscaping shall be shown on the final site plan.

- e. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
- f. Water shall be available at all times to control dust within the site.
- g. One lighted sign shall be permitted. It shall not be greater than 32 SF per side.
- h. The applicant shall comply with all roadway and entrance improvements required by DelDOT.
- i. The applicant shall not advertise or display products within the front yard area except in the form of landscaping beds and planters.
- j. There shall be no parking within the front yard setback.
- k. The final site plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Mr. Hudson, and carried to forward this application on to the Sussex County Council with the recommendation that the application be approved for the reasons and with the stipulations stated. Motion carried 4-1. Mr. Wheatley voted against the motion.

Introduced 02/21/17

Council District No. 3 – Burton

Tax I.D. No. 135-15.00-79.03

911 Address: 22592 Lewes-Georgetown Highway, Georgetown

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN OFFICE, STORAGE BUILDING, STORAGE YARD AND CRUSHING OF CONCRETE FOR A CONTRACTING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 5.97 ACRES, MORE OR LESS

WHEREAS, on the 20th day of January 2017, a conditional use application, denominated Conditional Use No. 2083, was filed on behalf of Richard H. Bell III; and

WHEREAS, on the ____ day of _____ 2017, 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. 2083 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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. 2083 as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land, lying and being situate in Georgetown Hundred, Sussex County, Delaware, and lying on the south side of Lewes-Georgetown Highway (Route 9), approximately 1,731 feet west of Park Avenue, and being more particularly described per the attached deed prepared by Tunnell & Raysor, P.A., said parcel containing 5.97 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.



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: **Chamber of Commerce for Greater Milford**

PROJECT NAME: **Riverwalk "Freedom" Festival**

FEDERAL TAX ID: **51-0319055** NON-PROFIT: YES NO

DOES YOUR ORGANIZATION OR ITS PARENT ORGANIZATION HAVE A RELIGIOUS AFFILIATION?
 YES NO *IF YES, FILL OUT SECTION 3B.

ORGANIZATION'S MISSION: The Chamber of Commerce for Greater Milford supports a balanced economic development of the Greater Milford area by promoting civic, industrial, commercial, educational, agri-business, social and quality of life interests of the community.

ADDRESS: **24 NW Front Street**
Suite 101

Milford	DE	19963
(CITY)	(STATE)	(ZIP)

CONTACT PERSON: **Jo Schmeiser**

TITLE: **Executive Director**

PHONE: **302-422-3344** EMAIL: **jschmeiser@milfordchamber.com**

TOTAL FUNDING REQUEST: \$1000.00

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? **\$1000.00**

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? **1/14**

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

The City of Milford (13,000)

SECTION 3: PROGRAM SCOPE

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

Each year for the last 17 years (since 9/11) the Milford Chamber has featured the Riverwalk "Freedom" Festival. This year on September 9, 2017 we will honor our veterans with Operation Give Back, any retired or active military person is given their dinner free and the military family receives a discount of their meal. We will have the entire downtown of Milford filled with car shows, over 120 vendors (craft and businesses), a Kids Korner with games, pony rides, blow ups, fire engine rides, a duck dash on the Mispillion River, a tug-of-war on the Washington Street bridge between Kent and Sussex firefighters, a pet-riotic parade, trivia contest throughout the day, there will be a patriotic boat parade on the Mispillion River and starting at 6:00 pm, the Federal Street Band will perform and at dusk we have our fireworks display which can be seen all over town and we usually have 5,000 to 7,000 in the park as well. This is just a fun day for families and friends to come down town and enjoy all the festivities.

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.

N/A y.s.

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	-8,554.00
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)	
	\$ 10,000.00
TOTAL EXPENDITURES	\$ 10,000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 1,446.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Chamber of Commerce for Greater Milford 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.**

Laurie Judd
Applicant/Authorized Official

7-20-17
Date

Gina Jennings
Witness

7-20-17
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.

Laurie Jurd
Applicant/Authorized Official

Administrative Assistant
Title

[Handwritten signature]
Witness

7-20-17
Date

Burton + Wilson
7/20/17



SUSSEX COUNTY GOVERNMENT
GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Coastal Concerts, Inc.
PROJECT NAME: Student Scholarship Fund
FEDERAL TAX ID: 51-0390279 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: Coastal Concers promotes classical music appreciation through livee concerts, outreach and educational activities.

ADDRESS: PO BOX 685
Lewes DE 19958
(CITY) (STATE) (ZIP)

CONTACT PERSON: Edna Ellett
TITLE: Executive Director
PHONE: 302.947.9965 EMAIL: executivedirector@coastalconcerts.org

TOTAL FUNDING REQUEST: _____

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? \$500.00

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 33%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

3

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.

Coastal Concerts, Inc. awards up to three scholarships a year through its Scholarship Competition. Musically talented high school students in Sussex County and on the Delmarva Peninsula who wish to pursue further musical education and training are encouraged to apply. The program rewards and recognizes young people through a competitive process. Applicants must submit letters of recommendations from teachers and a resume indicating academic achievement and extra-curricular activities. A personal essay and demonstration tapes/CDs are required. Applicants are judged by committee and awards are granted based on academic achievement and musical talent.

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	-195.27
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)	
(3) three student scholarships @\$1500.00 each	\$ 4,500.00
TOTAL EXPENDITURES	\$ 4,500.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 4,304.73

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Coastal Concerts, Inc. 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.**

Gina Jennings Board Secretary
Applicant/Authorized Official

07/22/2017
Date

Joseph A. Di Pietrantonio
Witness

7/22/2017
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.

Agnese Palamoni
Applicant/Authorized Official

Grant Secretary
Title

Joseph A. Di Pietrantonio
Witness

07/22/2017
Date

*Cole
7/25/17*



SUSSEX COUNTY GOVERNMENT

GRANT APPLICATION

SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Millsboro Historical Society

PROJECT NAME: Jacob Godwin School

FEDERAL TAX ID: 51-0313038 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: Restoration and maintenance of Jacob Godwin School and establishment of a museum for the town of Millsboro. Restoration of other buildings of historical significance in the town of Millsboro. Educate the public of the history of the town of Millsboro.

ADDRESS: 28466 Dupont Blvd

Millsboro Historical Society

Millsboro De 19966
(CITY) (STATE) (ZIP)

CONTACT PERSON: MARGARET Mitchell

TITLE: President

PHONE: 302-362-0741 EMAIL: _____

TOTAL FUNDING REQUEST: \$5000.00

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? \$5000.00

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

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

If YES, approximately what percentage of the project's funding does the Council grant represent? 50%

SECTION 2: PROGRAM DESCRIPTION

PROGRAM CATEGORY (choose all that apply)

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

BENEFICIARY CATEGORY

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

BENEFICIARY NUMBER

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

*School is open to all Sussex County
as well as out-of-state residents.*

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 Godwin School located on Route 20 is requesting a state grant to help with the yearly expenses of the school.

Our school is a historic landmark and is a source of pride for the Millsboro and Georgetown communities as well as tourist that visit Delaware. We also enjoy and encourage schools to share the knowledge of one-room schools of yesteryears.

This grant money will be used for necessary maintenance such as painting, shingle and shutter replacement, as well as power washing. In addition, this money will contribute to Open House projects and other needed expenses deemed important to the Godwin Committee.

We appreciate your consideration of our request and if accepted can be forwarded to:

Margaret Mitchell, President
28499 Conaway Road
Georgetown, DE 19947

This grant money will then be turned over to William Pusey, a certified public accountant, and the treasurer of the Godwin School finances.

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	\$ 5000.00
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)	
Seed and Insects	500.00
genl maint	3000.00
pest control	66.00
elect	530.00
fuel maint	600.00
oth exp	304.00
TOTAL EXPENDITURES	\$ 5000.00
TOTAL DEFICIT FOR PROJECT OR ORGANIZATION	\$ 0.00

SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Middleton 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)

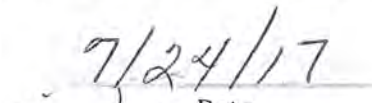
- 4) All information and statements in this application are accurate and complete to the best of my information and belief.
- 5) All funding will benefit only Sussex County residents.
- 6) All documents submitted by the applicant are defined as public documents and available for review under the Freedom 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.**



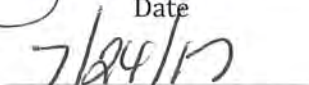
Applicant/Authorized Official



Witness



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.

Margaret Mitchell
Applicant/Authorized Official

7/24/17
Title

Marcy Cordery
Witness

7/24/17
Date

Wilson
7/25/17

To Be Introduced 08/08/17

**Council District No. 3 – Burton
Tax I.D. No. 230-27.00-70.00
911 Address: 13482 Spicer Road, Ellendale**

ORDINANCE NO. ____

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A LANDSCAPING BUSINESS WITH OUTDOOR STORAGE AND A RETAIL GARDEN CENTER TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN CEDAR CREEK AND BROAD CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 39.004 ACRES, MORE OR LESS

WHEREAS, on the 30th day of June 2017, a conditional use application, denominated Conditional Use No. 2108, was filed on behalf of Bella Terra, LLC; and

WHEREAS, on the ____ day of _____ 2017, 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. 2108 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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. 2108 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 and Broad Creek Hundred, Sussex County, Delaware, and lying on the west side of Spicer Road, approximately 370 feet south of Milton-Ellendale Highway, and being more particularly described per the attached deed prepared by Baird Mandalas Brockstedt, LLC, said parcel containing 39.004 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 08/08/17

Council District No. 4 – Cole

Tax I.D. No. 234-23.00-273.01, 234-23.00-273.02, and 234-23.00-273.03

911 Address: Not Available

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND A GR GENERAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 16.211147 ACRES, MORE OR LESS

WHEREAS, on the 27th day of June 2017, a zoning application, denominated Change of Zone No. 1837, was filed on behalf of ABC Woodlands, LLC; and

WHEREAS, on the _____ day of _____ 2017, 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. 1837 be _____; and

WHEREAS, on the _____ day of _____ 2017, 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 GR General Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying at the southwest corner of Long Neck Road and School Lane, and also being on the south side of Long Neck Road approximately 1,000 feet west of School Lane, and being more particularly described per the attached deed, said parcels containing 16.211147 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

To Be Introduced 08/08/17

Council District No. 3 - Burton

Tax I.D. No. 135-11.00-78.00

911 Address: 24616 Lewes-Georgetown Highway, Georgetown

ORDINANCE NO. ____

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 GEORGETOWN HUNDRED, SUSSEX COUNTY, CONTAINING 2.85 ACRES, MORE OR LESS

WHEREAS, on the 28th day of June 2017, a zoning application, denominated Change of Zone No. 1838, was filed on behalf of Two Farms, Inc.; and

WHEREAS, on the ____ day of _____ 2017, 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. 1838 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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 B-1 Neighborhood Business 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 Georgetown Hundred, Sussex County, Delaware, and lying at the southeast corner of Lewes-Georgetown Highway (Route 9) and Gravel Hill Road, and being more particularly described per the attached deed, said parcel containing 2.85 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 08/08/17

**Council District No. 3 – Burton
Tax I.D. No. 334-4.00-37.04
911 Address: Not Available**

ORDINANCE NO. ____

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 LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 4.0 ACRES, MORE OR LESS

WHEREAS, on the 28th day of June 2017, a zoning application, denominated Change of Zone No. 1839, was filed on behalf of Dale Lomas/Seashore Highway Associates, LLC; and

WHEREAS, on the ____ day of _____ 2017, 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. 1839 be _____; and

WHEREAS, on the ____ day of _____ 2017, 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 CR-1 Commercial Residential District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and lying on the north side of Lewes Georgetown Highway (Route 9), approximately 590 feet east of Josephs Road, and being more particularly described on the attached survey prepared by Pennoni Associates, Inc., said parcel containing 4.0 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