

Sussex County Council Public/Media Packet

**MEETING:
October 25, 2022**

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**Sussex County Council
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COUNTY COUNCIL

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



Sussex County

DELAWARE
sussexcountyde.gov
(302) 855-7743

SUSSEX COUNTY COUNCIL

A G E N D A

OCTOBER 25, 2022

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes – October 18, 2022

Reading of Correspondence

Public Comments

Consent Agenda

1. Use of Existing Sewer Infrastructure Agreement, IUA 1101
Channel Pointe, Fenwick Island Area
2. Use of Existing Sewer Infrastructure Agreement, IUA 918-18
Bay Forest (Sprogell Property), Millville Area

Presentation – Mark Isaacs, Director, Carvel Research and Education Center

Todd Lawson, County Administrator

1. Administrator's Report

10:15 a.m. Public Hearing

1. Terrapin Island Annexation into the Sussex County Unified Sanitary Sewer District
(Angola Neck Area)



Gina Jennings, Finance Director

1. **FY 2023 Human Service Grant Program Recommendation and Possible Awards**

Michael Costello, Government Affairs Manager

1. **Discussion and possible action related to disposition of County property**

Robbie Murray, Director of Emergency Medical Services

1. **Clinical Agreement Addendum between Delaware Technical Community College and Sussex County EMS**

Hans Medlarz, County Engineer

1. **Discussion and Possible Introduction of a Proposed Ordinance entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$1,840,400 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE COUNTRYSIDE HAMLET SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”**
2. **Discussion and Possible Introduction of a Proposed Ordinance entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$21,682,488 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE SLAUGHTER BEACH SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH”**

Old Business

1. **“AN ORDINANCE TO AMEND THE TEXT AND MAPS OF CHAPTER 13 (MOBILITY ELEMENT) OF THE COMPREHENSIVE PLAN IN ADDITION TO AMENDMENTS TO THE EXISTING AND FUTURE LAND USE MAPS OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-16.00-50.02, 235-22.00-441.00, AND 235-22.00-442.00” (property lying on the west side of Coastal Highway [Route 1], west of the intersection of Coastal Highway and Eagles Crest Road [S.C.R. 264] (911 Address: 29763 Eagles Crest Road, Milton)**

Grant Requests

1. **Cape Henlopen Educational Foundation for their Teacher Grant program**
2. **Good Samaritan Aid Organization, Inc. for their Annual Christmas Basket and Toy Outreach**
3. **Kim and Evans Family Foundation, Inc. for Sussex SuperHero projects**

Introduction of Proposed Zoning Ordinances

Council Members’ Comments

Executive Session – Land Acquisition pursuant to 29 Del.C.§10004(b)

Possible action on Executive Session items

Adjourn

-MEETING DETAILS-

In accordance with 29 Del.C. §10004(e)(2), this Agenda was posted on October 18, 2022 at 4:15 p.m. and at least seven (7) days in advance of the meeting.

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

Agenda items may be considered out of sequence.

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

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

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

To join the meeting via telephone, please dial:

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

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

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

#

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, OCTOBER 18, 2022

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, October 18, 2022, at 12:30 p.m., in Council Chambers, with the following present:

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

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

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 484 22
Approve
Agenda**

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

Motion Adopted: 5 Yeas

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

Minutes

The minutes of the October 11, 2022 meeting were approved by consensus.

**Correspon-
dence**

Mr. Rieley reported that a letter was distributed to all Council Members from SEDAC relating to the Affordable Housing Ordinance.

**Public
Comments**

Public comments were heard.

Ms. Adele Jones spoke about the Optimist Club and overdevelopment in Sussex County.

**Adminis-
trator's
Report**

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

1. Projects Receiving Substantial Completion

Per the attached Engineering Department Fact Sheets, Peninsula Lakes - Legion Road Sewer Extension and Riverside Plaza received Substantial Completion effective September 14th and October 11th

respectively.

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

**Western
Sussex CO/
Substantial
Completion**

Hans Medlarz, County Engineer presented balancing change order no. 2 and a substantial completion request for the Western Sussex Unified Sewer District Contract 5, Segment B project for Council's consideration. Mr. Medlarz explained that the change order is being requested due to utilizing less contingency bid items. In addition, it is requested to grant substantial completion effective October 11, 2022.

**M 485 22
Approve
CO/Substan
tial Comple
tion/Segmen
t B, Project
S19-29**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, that be it moved based upon the recommendation of the Sussex County Engineering Department, that balancing change order no. 2 for contract S19-29, Western Sussex Transmission Facilities Segment 5 B, be approved, for a decrease of \$177,857.60 and that substantial completion be granted effective October 11, 2022, with any held retainage released in accordance with the contract documents.

Motion Adopted: 5 Yeas

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

**Land Survey
& Mapping
Services
Contract**

Hans Medlarz, County Engineer presented a request for approval for an increase of FY23 not-to-exceed costs for land survey and mapping services contract for Council's consideration. Mr. Medlarz explained that the Engineering Department undertakes a variety of improvement projects each year with the assistance of various professional services to supplement and support County personnel. There are several projects that rolled over from the previous year making the funds over the annual cost cap.

**M 486 22
Approve
FY23
Increase/
Land Survey
& Mapping
Services
Contract**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, that be it moved based upon the recommendation of the Sussex County Engineering Department, that the not to exceed cost associated with the land survey and mapping services contract be increased for FY 23 by \$45,000.00 for a total annual cap not to exceed amount of \$120,000.00.

Motion Adopted: 5 Yeas

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

**DE Coastal
Business**

Mark Parker, Assistant County Engineer presented change order no. 2 for the Delaware Coastal Business Park Improvements project for Council's

Park/CO No. 2 consideration. Mr. Parker explained that two new speed humps are being installed to help with the speeding issues.

M 487 22 A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, that be it
Approve CO moved based upon the recommendation of the Sussex County Engineering
No. 2/DE Department, that change order no. 2 for the Delaware Coastal Business
Coastal Park Improvements be approved in the amount of \$9,999.00 to A-Del
Business Construction.
Park

Motion Adopted: 5 Yeas

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

Becker Mark Parker, Assistant County Engineer presented scope amendment no. 4
Morgan for Becker Morgan Group, Inc. professional services contract for Council's
Group/Am- consideration. Mr. Parker explained that additional design services are
endment No. needed to accommodate the planned build-out of Great Outdoor Cottages.
4

M 488 22 A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, be it
Approve moved based upon the recommendation of the Sussex County Engineering
Amendment Department, that Scope Amendment No. 4 for the Professional Services
No. 4/Becker Contract of Becker Morgan Group, Inc., be approved in the not-to-exceed
Morgan amount of \$10,000.00.
Group

Motion Adopted: 5 Yeas

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

Old Under Old Business, Mr. Whitehouse presented a Proposed Ordinance
Business/ entitled "AN ORDINANCE TO AMEND THE CODE OF SUSSEX
Affordably COUNTY, CHAPTER 72, ARTICLE II, SECTIONS 72-16 THROUGH 72-
Priced 28 AND CHAPTER 115, ARTICLE IV, V, VI, VII AND VIII SECTIONS
Housing 115-20, 115-25, 115-29, 115-34, 115-37, 115-42, 115-45, 115-50, 115-53 AND
Ordinance 115-58 REGARDING AFFORDABLY PRICED RENTAL UNITS AND
THE SUSSEX COUNTY RENTAL UNIT (SCRP) PROGRAM"

Mr. Whitehouse reminded Council that a public hearing was held on the Proposed Ordinance on June 28, 2022. At the conclusion of that public hearing, the record was left open for a period of two weeks for the receipt of additional written comments only. The Ordinance was considered again during the County Council meeting held on August 9, 2022. During that meeting, Council discussed the application and deferred action on the Ordinance for further consideration. At the September 27, 2022 meeting, staff provided an update to County Council.

Old
Business/
Affordably
Priced
Housing
Ordinance
(continued)

Mr. Robertson provided an explanation of the work that has been done for the Proposed Ordinance.

Mr. Moore read the short title for the Proposed Ordinance: “AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 72, ARTICLE II, SECTIONS 72-16 THROUGH 72-28 AND CHAPTER 115, ARTICLE IV, V, VI, VII AND VIII SECTIONS 115-20, 115-25, 115-29, 115-34, 115-37, 115-42, 115-45, 115-50, 115-53 AND 115-58 REGARDING AFFORDABLY PRICED RENTAL UNITS AND THE SUSSEX COUNTY RENTAL UNIT (SCRP) PROGRAM”.

M 489 22
Amend
§72-20/
Affordably
Priced
Housing
Ordinance

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program (SCRP) in Chapter 72 of the Sussex County Code be revised to amend the residency requirement and criminal history requirement by amending Section 72-20 of the County Code in Section 1 of the Ordinance in lines 337-351 so that they now read as follows: § 72-20 *Minimum standards of eligibility for tenants. A. There shall be a preference given to tenants who have worked or resided in Sussex County for at least one year preceding the application to the SCRCP. In addition, eligible tenants must:*

- (1) Have proof of citizenship.*
- (2) Be of eligible income as defined in §72-19 above and be able to pay the first month’s rent and any required security deposit.*
- (3) Comply with the criminal history and credit history requirements for tenants of all leases within the proposed housing development.*

Motion Adopted: 5 Yeas

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

M 490 22
Amend
§72-27/
Affordably
Priced
Housing
Ordinance

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRCP, in Chapter 72 and relevant portions of Chapter 115 of the Sussex County Code be revised to add an automatic review of the Ordinance by adding a new sentence at the *end of § 72-27 in Section 1 of the Ordinance at lines 691-698 as follows: Therefore, Sussex County shall commence a comprehensive review of this SCRCP program on or before January 1, 2028* and by inserting the following sentence in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance after Lines 833; 897; 960; 1022; 1085 as follows: *Sussex County shall commence a comprehensive review of the provisions of this SCRCP program as set forth herein on or before January 1, 2028.*

Motion Adopted: 5 Yeas

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

**Mr. Hudson, Yea; Mr. Rieley, Yea;
Mr. Vincent, Yea**

**M 491 22
Amend
Affordably
Priced
Housing
Ordinance/
Required
Percentage
Within
Develop-
ment**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRP, in relevant portions of Chapter 115 of the Sussex County Code be revised to reduce the required percentage of SCRP units within a development by changing the percentage of SCRP Units from 30% to 25% in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 796-800; 860-864; 924-927; 987-990; 1050-1053 so that these now state as follows: *A Sussex County Rental Program, or SCRP, townhouse or multi-family development governed by, and subject to, Chapter 72, where at least 25% of all dwelling units are SCRP Units pursuant to Chapter 72. The SCRP development must satisfy the following criteria, etc.*

Motion Adopted: 5 Yeas

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

**M 492 22
Amend
Affordably
Priced
Housing
Ordinance/
Insert
Commercial
Area**

A Motion was made by Mr. Schaeffer, seconded by Mr. Rieley, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRP, in relevant portions of Chapter 115 of the Sussex County Code be revised to include the Comp Plan's "Commercial Area" for the list of appropriate areas designated on the Future Land Use Map by inserting the term "Commercial Area" in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 801-804; 865-868; 928-931; 991-994; 1054-1057 so that these now state as follows:

The site must be located within a Town Center, a Developing Area, Commercial Area or the Coastal Area as described within the Land Use Element and as shown on the Future Land Use Plan of the adopted Sussex County Comprehensive Plan.

Motion Adopted: 5 Yeas

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

**M 493 22
Amend**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, be it moved that the Workforce Housing Ordinance addressing the Sussex

**Affordably
Priced
Housing
Ordinance/
DART
Routes**

County Rental Program, or SCRCP, in relevant portions of Chapter 115 of the Sussex County Code be revised to delete the requirement of proximity to a DART Route and replace with proximity to roadway types in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 806-810; 870-874; 933-937; 996-1000; 1059-1063 so that these now state as follows:

The site shall be located within 2,640 feet of a Principal Arterial Road, Minor Arterial Road or Major Collector Road as classified by the Delaware Department of Transportation. In addition, an Applicant should make every effort to coordinate with DART for transit access to and from the site.

Motion Adopted: 5 Yeas

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

**M 494 22
Amend
Affordably
Priced
Housing
Ordinance/
Walking &
Biking
Trails**

A Motion was made by Mr. Rieley, seconded by Mr. Hudson, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRCP, in relevant portions of Chapter 115 of the Sussex County Code be revised to amend the walking and biking trails design requirement by changing the word “shall” to “may” in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 820-823; 884-887; 947-950; 1010-1013; 1073-1076 so that these now state as follows:

There shall be a one-hundred foot wide setback around the entire site, which shall incorporate the “Forested and/or Landscaped Buffer Strip” identified in Section 99-4. This setback may include walking and biking trails.

Motion Adopted: 5 Yeas

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

**M 495 22
Amend
Affordably
Priced
Housing
Ordinance/
Setback
Require-
ments**

A Motion was made by Mr. Rieley, seconded by Mr. Schaeffer, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRCP, in relevant portions of Chapter 115 of the Sussex County Code be revised to amend the setback requirements by adding a new sentence at the end of in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 824-825; 888-889; 951-952; 1014-1015; 1077-1078 so that these now state as follows:

The height of any townhouse or multi-family buildings shall not exceed 52 feet or four stories, whichever is greater. Provided, however, that if the height does not exceed 42 feet, then the setback described in this subsection shall be

M 495 22

**Amend
Affordably
Priced
Housing
Ordinance/
Setback
Require-
ments
(cont.)**

reduced from one hundred feet to fifty feet.

Motion Adopted: 5 Yeas

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

**M 496 22
Amend
Affordably
Priced
Housing
Ordinance/
Sidewalk &
Interconnec-
tivity**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRCP, in relevant portions of Chapter 115 of the Sussex County Code be revised to amend the sidewalk and interconnectivity requirement in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 826-827; 890-891; 953-954; 1016-1017; 1079-1080 so that these now state as follows:

There shall be sidewalks on at least one side of all streets, roadways and parking areas, with interconnectivity to adjacent walkway systems wherever possible.

Motion Adopted: 5 Yeas

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

**M 497 22
Amend
Affordably
Priced
Housing
Ordinance/
Primary
View
Require-
ment**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer, be it moved that the Workforce Housing Ordinance addressing the Sussex County Rental Program, or SCRCP, in relevant portions of Chapter 115 of the Sussex County Code be revised to delete the primary view design requirement in Sections 115-20, 115-29, 115-37, 115-47 and 115-53 of the Zoning Code at Sections 2, 4, 6, 8 and 10 of the Ordinance at lines 831-833; 895-897; 958-960; 1021-1022; 1084-1085 so that these now state as follows:

There shall be open space that exceeds fifty percent of the gross area of the entire site.

Motion Adopted: 5 Yeas

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

**M 498 22
Adopt
Ordinance
No. 2889/**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson, to Adopt Ordinance No. 2889 entitled "AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 72, ARTICLE II, SECTIONS 72-16 THROUGH 72-28 AND CHAPTER 115, ARTICLE IV, V, VI, VII AND VIII SECTIONS 115-20, 115-25, 115-29, 115-34, 115-37, 115-42, 115-45,

**Affordably
Priced
Housing**

115-50, 115-53 AND 115-58 REGARDING AFFORDABLY PRICED RENTAL UNITS AND THE SUSSEX COUNTY RENTAL UNIT (SCRP) PROGRAM” as amended today by Council and for the following reasons:

Sussex County finds that the Workforce Housing Ordinance is appropriate based upon the record developed at the public hearings, the recommendation of the Sussex County Planning and Zoning Commission and the Report prepared by LSA, Sussex County’s Housing Consultant, and for the following reasons:

- 1. Sussex County Council has adopted the 2018 Comprehensive Development Plan (the “Plan”) and The Housing Element of the Plan contains the following “Housing Vision”: To ensure the provision of decent, safe, affordable and safe housing opportunities to improve communities and quality of life for the residents of Sussex County. This Ordinance is in furtherance of the “Housing Vision” contained in the Plan.**
- 2. The Housing Element of the Plan recognizes that an influx of new residents in Sussex County has fueled prosperity in the County’s real estate market, hospitality industry, and related economic sectors, yet most housing, particularly on the eastern side of the County, is new and often unaffordable to low- and moderate-income families, seasonal employees, entry-level workers, or recent college graduates. The Housing Element of the Plan also recognizes that the shortage of affordable housing remains a very real problem for low to moderate-income households in Sussex County, including many with full-time, year-round jobs. This Ordinance helps to address this issue by providing more affordable housing units through the County’s SCRPP Program throughout Sussex County.**
- 3. This Ordinance “ensures that a diversity of housing opportunities are available to meet the needs of residents of different ages, income levels, abilities, national origins and household configurations”, which is a goal of the Housing Element of the Plan.**
- 4. Strategy 8.2.1.1 of the Housing Element within the Plan states that Sussex County will “improve the County’s SCRPP and MPHU Programs to provide incentives to properly reflect the housing market and incentivize developers to participate in the provision of affordable housing”. This Ordinance supports this Strategy of the Plan, and it satisfies Strategy 8.2.1.3 of the Housing Element which states that the County should “explore ways for private developers to provide multi-family and affordable housing opportunities.**
- 5. This Ordinance is supported by Objective 8.2.3 and Strategies 8.2.3.1, 8.2.3.2, and 8.2.3.6 of the Housing Element within the Plan. These state that Sussex County should “facilitate and promote land use policies that enable an increase in the supply of affordable housing in areas with adequate infrastructure” by “increasing affordable housing options, including the supply of rental units, near employment opportunities”; by reviewing “County code to determine if there are regulatory barriers to development of**

**M 498 22
Adopt
Ordinance
No. 2889/
Affordably
Priced
Housing
(continued)**

- affordable housing”; and by “revisiting [the] zoning code to determine in districts where multifamily housing is currently a conditional use, if it should be made a permitted use if water and sewer are already present and available on the site”.
6. LSA, the housing consultant retained by Sussex County Council to study Housing opportunities, issued its Final Report on “Housing Opportunities and Market Evaluation” following an eight-month initiative that included input from residents, homebuilders, developers, housing advocates, County Staff, County Council and Planning Commissioners (“the LSA Report”). One of the primary Strategy Recommendations included in the LSA Report was a recommendation to “Modify the Zoning Code to promote housing affordability in the Growth Areas identified in the Comprehensive Plan, including the allowance for a maximum density of 12 units per acre ‘by-right’ where affordable housing units are provided”. This Ordinance carries out the Goals, Objectives, and Strategies of the Sussex County Comprehensive Plan and the LSA Report.
 7. The affordable rental units created by operation of this Ordinance will be monitored by Sussex County’s Community Development and Housing Department to ensure that they are occupied by, and available to, qualifying households.
 8. By creating a “by-right” process for multi-family developments that provide at least 25% affordably-priced rental units, the uncertainty associated with a rezoning or conditional use is eliminated.
 9. Chapter 72 of the Sussex County Code previously established the Sussex County Rental Program, or SCRP. However, only one development has utilized this program. For that reason and based upon lessons learned from that lone development, an amendment to Chapter 72 is appropriate. This Ordinance significantly improves and streamlines the existing SCRP Program.
 10. A great deal of public comment was provided about this ordinance during the public hearings that occurred. A majority of the public comment was supportive of the need for more affordable housing opportunities as provided by this ordinance. There were also many constructive comments made during the process that were taken into account as part of the Planning & Zoning Commission’s recommendation and the amendments today. This ordinance, as amended, reflects many of those suggestions made during the hearing process.
 11. The ordinance is supported by the recommendation of the Sussex County Planning & Zoning Commission.
 12. This Ordinance promotes and protects the health, safety, convenience, orderly growth and welfare of the inhabitants of Sussex County.

Motion Adopted: 5 Yeas

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

Mr. Vincent, Yea

Introduction of Proposed Zoning Ordinances Mr. Rieley introduced a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A SWIMMING POOL BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 6.56 ACRES, MORE OR LESS”

Council Member Comments Mr. Rieley announced his results from his request for review from the Public Integrity Commission that has been completed.

M 499 22 Recess A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to recess until 1:30 public hearings.

Motion Adopted: 5 Yeas

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

M 500 22 Reconvene A Motion was made by Mr. Hudson, seconded by Mr. Rieley to come out of recess back into Public Hearings.

Motion Adopted: 5 Yeas

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

Mr. Moore read the procedures for public hearings on zoning matters.

Public Hearing/ CU2319 A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TOURIST HOME, EVENT VENUE, & HAIR SALON TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 2.05 ACRES, MORE OR LESS” filed on behalf of Austin & Megan Embleton (property lying on the south side of Memory Road [S.C.R. 613], approximately 0.41 mile southeast of Shawnee Road [Rt. 36] (911 Address: 10775 Memory Road, Harrington) (Tax Parcel: 430-3.00-20.08)

The Planning & Zoning Commission held a Public Hearing on the application on September 8, 2022. At the meeting of October 13, 2022, the Planning & Zoning Commission recommended approval of the application for the 7 reasons stated and subject to 8 recommended conditions as outlined.

Public Jamie Whitehouse, Planning and Zoning Director presented the

**Hearing/
CU2319
(continued)**

application.

The Council found that Megan and Austin Embleton were present on behalf of their Application; that they are the owners of the property; that the property has been in Austin’s family for almost 100 years; that they would really like to bring it back to life; that it is desired to keep it in the family; that they saw the conditions given by the Planning and Zoning Commission; that they agree with all of the conditions given; that Condition E states that all events shall conclude by 10:00 p.m.; that Mrs. Green suggested it be amended to 11:00 p.m. if the applicant desired; that the applicant would be most grateful if it could be amended; that it was noted that a neighbor expressed their concern about the noise.

There were no public comments.

The Public Hearing and the public record were closed.

**M 501 22
Amend
Condition E/
CU2319**

A Motion was made by Mrs. Green, seconded by Mr. Schaeffer to amend Condition E to read “All events shall conclude by 11:00 p.m.”

Motion Denied: 3 Nays, 2 Yeas

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

**M 502 22
Adopt
Ordinance
No. 2890/
CU2319**

A Motion was made by Mrs. Green, seconded by Mr. Schaeffer to Adopt Ordinance No. 2890 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A TOURIST HOME, EVENT VENUE, & HAIR SALON TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 2.05 ACRES, MORE OR LESS” for the reasons and conditions given by the Planning and Zoning Commission as follows:

- 1. The site is a 2.05-acre parcel of land owned by the Applicants. The property has been in the Applicants’ family for more than 100 years, and it is an area where other farmland is owned by the Applicants’ family.**
- 2. The use will occur within the existing farmhouse and within renovated agricultural buildings and the areas surrounding those buildings.**
- 3. This use is a reasonable re-use of the farmhouse and buildings that are part of the prior agricultural use of the property. It is also consistent with the agricultural uses that occur on the surrounding farmland.**
- 4. The Applicant intends to hold events that include weddings, birthday parties and similar functions in addition to renting the farmhouse for guests. The Applicant has a small hair salon business that she**

M 502 22

**Adopt
Ordinance
No. 2890/
CU2319
(continued)**

- wants to relocate to the property too. The hair salon is very nearly a permitted home occupation.
5. The site will have sufficient areas for parking.
 6. With the conditions and limitations placed upon this Conditional Use, it will not adversely affect neighboring properties or area roadways.
 7. The use promotes agricultural activities in Sussex County and is an innovative re-use of the farmhouse and farm buildings.
 8. This recommendation is subject to the following conditions:
 - a. The use shall be limited to a Tourist Home within the existing dwelling, a hair salon within the renovated farm/shop building and an Event Venue.
 - b. All areas for parking shall be clearly shown on the Final Site Plan and marked upon the site itself. No parking shall be permitted along Memory Road.
 - c. There shall be a 6-foot-tall privacy fence installed along the common boundary with the property to the west of this site. The fence and the materials used to construct it shall be shown on the Final Site Plan.
 - d. All dumpsters shall be screened from view of neighboring properties and roadways.
 - e. All events shall conclude by 10:00 p.m.
 - f. Catered food and beverage service shall be permitted as part of the Event Venue.
 - g. One lighted sign shall be permitted. It shall be no larger than 32 square feet on each side.
 - h. The Final Site Plan shall be subject to the review and approval of the Planning & Zoning Commission.

Motion Adopted: 5 Yeas

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

**Public
Hearing/
CU2321**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A KITCHEN AND BATHROOM SHOWROOM TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.248 ACRES, MORE OR LESS” filed on behalf of Coastal Properties, LLC (property lying on the northeast side of Beaver Dam Road [Rt. 23], approximately 0.16-mile southwest of the intersection of Church Street and Salt Marsh Boulevard) (911 Address: 17677 Stingey Lane, Lewes) (Tax Parcel: 334-5.00-196.00)

Public

The Planning and Zoning Commission held a Public Hearing on the application on September 8, 2022. At the meeting of October 13, 2022, the

**Hearing/
CU2321
(continued)**

Planning and Zoning Commission closed the public record and deferred for further consideration. Once a recommendation is received from the Planning and Zoning Commission, it will be reported to County Council.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Council found that Mr. Kris Groszer spoke on behalf of the Application, C/U 2321 Coastal Properties, LLC; that he bought a dilapidated house; that he is renovating the house; that he was told that he had to comply with DeDOT; that he distributed pictures and records that showed what he needed to do for DeDOT; that last week he went to every single neighbor and each of them approved what he would like to do; that he turned in a paper with the names, addresses and phone numbers of each of the neighbors; that he still needs to finish the building.

There were no public comments.

The Public Hearing and the public record were closed except for Planning and Zoning's recommendation.

**M 503 22
Defer
Action/
CU2321**

A Motion was made by Mr. Schaeffer, seconded by Mrs. Green to defer action on a Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A KITCHEN AND BATHROOM SHOWROOM TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 0.248 ACRES, MORE OR LESS".

Motion Adopted: 5 Yeas

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

**Public
Hearing/
CZ1964**

A Public Hearing was held on a Proposed Ordinance entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND A C-1 GENERAL COMMERCIAL DISTRICT TO AN LI-2 LIGHT INDUSTRIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 19.71 ACRES MORE OR LESS" filed on behalf of Martin Property Development, LLC (properties lying on the west side of Delaware Avenue and on the east side of Dupont Boulevard [Route 113], approximately 0.3 mile north of Parker Road [S.C.R. 380]) (911 Addresses: 34796, 34770, 34752 & 34708 Delaware Avenue) (Tax Parcels: 433-11.00-21.00, 433-11.00-21.02)

Public

The Planning and Zoning Commission held a public hearing on September

Hearing/
CZ1964
(continued)

8, 2022. At the meeting of October 13, 2022, the Commission recommended approval of the application for the 8 reasons provided.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Council found that Mr. Timothy Willard, Esq., with Fuqua, Willard & Schab, P.A., spoke on behalf of the Application, C/Z 1964 Martin Property Development, LLC; that also present was Mr. Travis Martin, owner of Chesapeake Plumbing & Heating, Inc.; that the property is located south of Frankford, on the east side; that the Application request is for a change in zoning; that the Application had been put through the PLUS process; that both parcels are split zoned; that the two parcels primarily zoned C-1 (General Commercial) within the front portions of the properties; that both properties have areas of AR-1 (Agricultural Residential) Zoning to the rear of the properties; that properties can no longer be re-zoned for C-1; that the closest zoning to C-1 is LI-2 (Light Industrial) Zoning District; that the request is to change the zoning for both properties to be completely located within LI-2 Zoning; that of the 19 acre total between both properties, 17 acres is zoned for C-1; that two acres are located within AR-1 Zoning; that the properties are located within a Developing District according the Comprehensive Plan; that LI-2 is listed as an appropriate zoning for the developing area; that to the south of the properties there is Industrial Zoning for a forest service company; that the properties are primarily surrounded by commercially zoned properties; that developing areas recognize business and industrial parks, with good access to roads; that the properties are located along Rt. 113; that Delaware Ave is located to the rear of the properties; that the Applicant has received entrance permits; that the Applicant almost has final completion, with DelDOT's approval for Phase 1 of the project; that no Traffic Impact Study (TIS) was recommended; that the LI-2 zoning is zoned for light industrial uses, such as fabrication, processing, wholesale distribution, and warehousing, located along major roads; the Applicant's use will support economic activity for Delaware; that the properties are located within Investment Level 3 for State Strategies for Spending; that Investment Level 3 areas encourage and acknowledge growth in the infrastructure improvements; that he presented a letter from Mr. William (Bill) Pfaff, with Sussex County Development Office; that the Applicant applied for a grant for Phase 2 of the project, which was received; that the grant is through the Delaware Site Readiness Fund, whose purpose is to attract out-of-state businesses to shuttle-ready sites; that Mr. Pfaff's letter, dated February 11, 2022, which stated, on behalf of the Sussex County Economic Development Office, I am writing to express my support for the Frankford Business Park Application for the Site Readiness Grant Funds to expand into Phase 2 of the park; that the expansion of the business park and the funds that would make it possible would create new shuttle ready sites that can be quickly marked to potential business; that the Frankford Business Park-Phase 2 project includes central water and central sewer, industrial water, natural gas, high-speed internet, stormwater management pond and is located along

**Public
Hearing/
CZ1964
(continued)**

Rt. 113; that not only will the infrastructure project help increase the inventory to shuttle-ready sites in Sussex County, but it will also provide jobs and contribute to the economic health of Sussex County; that for all these reasons Sussex County Economic Development Office fully supports this Application for site readiness funds and believes it will have a meaningful and sustainable impact; that the letter was for Phase 2, as Phase 1 was already significantly underway; that the Applicant already has the contract with the State of Delaware; that there were ten million dollars allotted; that the Applicant received the grant for a million; that the Applicant already has a tenant; that the Application does fit the Comprehensive Plan; that there are other businesses located in the surrounding area; that he requested to submit proposed Findings of Fact and for all the reasons stated the Change of Zone request is appropriate.

The Public Hearing and public record were closed.

**M 504 22
Adopt
Ordinance
No. 2891/
CZ1964**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to Adopt Ordinance No. 2891 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT AND A C-1 GENERAL COMMERCIAL DISTRICT TO AN LI-2 LIGHT INDUSTRIAL DISTRICT FOR CERTAIN PARCELS OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 19.71 ACRES MORE OR LESS" for the following reasons given by the Planning and Zoning Commission:

- 1. This location, along Route 113, has a split-zoning of AR-1 and C-1.**
- 2. There are other nearby uses that are commercially zoned and very nearly industrial in character and zoning. This is an appropriate location for the proposed LI-2 Zoning.**
- 3. The intended use of the site will be for manufacturing, light industrial uses and flex space. These are appropriate uses for this area, and they are consistent with the surrounding uses.**
- 4. The rezoning and the resulting possible uses will not have an adverse impact on neighboring properties, roadways or other public facilities.**
- 5. This rezoning to LI-2 will stimulate economic activities in Sussex County by providing shovel-ready sites to attract new businesses in an appropriate location along Route 113.**
- 6. This site is located in the "Developing District" according to the Sussex County Comprehensive Plan. LI-2 is an appropriate zoning district in this Area according to the Plan.**
- 7. This LI-2 zone satisfies the stated purposes of the district according to the Sussex County Zoning Code.**
- 8. Any development of this property under LI-2 zoning will be subject to site plan review by the Sussex County Planning and Zoning Commission to ensure that it complies with all requirements of the Zoning Code.**

M 504 22

Motion Adopted: 5 Yeas

**Adopt
Ordinance
No. 2891/
CZ1964
(continued)**

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

**Public
Hearing/
FLUM
Ordinance
& CZ1965**

A Public Hearing was held on a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL 134-17.07-173.02 (P/O)” (property lying on the east side of Kent Avenue [S.C.R. 361], approximately 350 feet north of Jefferson Bridge Road [S.C.R. 361A]) (911 Address: N/A)

Jamie Whitehouse, Planning and Zoning Director explained that the requested amendment is to change the map area designation of the Future Land Use Map element of the Comprehensive Plan to show the parcel as being within the Coastal Area.

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Planning and Zoning Commission held a public hearing on September 8, 2022. At the meeting of October 13, 2022, the Commission recommended approval of the Ordinance for the 5 reasons outlined.

A Public Hearing was held a Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.4 ACRES, MORE OR LESS” filed on behalf of Kent Walston, LLC (property lying on the east side of Kent Avenue [S.C.R. 361] approximately 350 feet north of Jefferson Bridge Road [S.C.R. 361A]) (911 Address: N/A) (Tax Parcel: 134-17.07-173.02)

Jamie Whitehouse, Planning and Zoning Director presented the application.

The Planning and Zoning Commission held a public hearing on September 8, 2022. At the meeting of October 13, 2022, the Commission recommended approval of the application for the 10 reasons outlined.

The Council found that Mr. Chris Phifer spoke on behalf of the Application, C/Z 1965 Kent Walston, LLC; that he is a professional engineer with GMB, LLC; that also present was the Applicant, Mr. Paul McCabe; that the property is 1.37 acres; that the property is located off Kent Ave., being adjacent to Bethany Beach, Delaware; that the project is seeking a Change of Zone; that there was an issue found while going through the process; that while going through PLUS it was discovered the

Public

Hearing/
FLUM
Ordinance
& CZ1965
(continued)

property was showing as being under the jurisdiction of the Town of Bethany Beach; that he confirmed the property is located within Sussex County's jurisdiction; that the property was incorrectly included within the Bethany Beach Municipality in the 2019 Comprehensive Plan; that this error was discovered during the PLUS meeting of November 17, 2021; that the Ordinance request is to amend the Comprehensive Zoning Map to show the property as being within Sussex County's Coastal Area; that the property is currently zoned as AR-1 (Agricultural Residential) Zoning District; that the Change of Zone requesting a zoning change to MR (Medium-Density Residential) Zoning; that to the south of the property are MR properties located within Sussex County's jurisdiction; that there is one HR-1 (High-Density Residential) property being located directly to the west of the property; that it has gone through the PLUS process and comments have been received; that it was found that this was a State Investment Level 1; that means it is areas developed in urban or suburban fashion, infrastructure is existing and readily available and future redevelopment and infill projects are expected and encouraged by the State policy; that zoning in Bethany Beach is very similar to the MR zoning; that it is R-2 for Bethany Beach which is 7,000 square feet lots that would allow a density of roughly 6.22; that if this was changed to MR, there would be an allowable density of 5.97; that a preapplication meeting was held with Sussex Conservation District; that public water is provided by Bethany Beach; that sewer service will be served by Sussex County; that Kent Ave. is a DelDOT maintained road; that the entrance off Kent Ave will be coordinated with DelDOT, following all rules and regulations; that DelDOT did not require a Traffic Impact Study (TIS), as there was less than 500 vehicle trips anticipated per day; that an Environmental Assessment and Public Facilities Evaluation Report was prepared; that there was an additional Environmental Assessment Report, prepared by ERI (Environmental Resources, Inc.), which indicated no threatened or endangered species were found on the site; that there was a site investigation performed by ERI, confirming there were no State regulated tidal wetlands located on the property.

There were no public comments.

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

M 505 22
Adopt
Ordinance
No. 2892/
FLUM

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to Adopt Ordinance No. 2892 entitled "AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL 134-17.07-173.02 (P/O)" for the reasons given by the Planning and Zoning Commission as follows:

1. This Ordinance corrects an error in the County's Future Land Use Map. A portion of the property is currently designated as being within the boundaries of the Town of Bethany Beach, when in fact it is within the jurisdiction of Sussex County.
2. The Future Land Use Map needs to be corrected to show that this

M 505 22

**Adopt
Ordinance
No. 2892/
FLUM
(continued)**

- property is within the jurisdiction of Sussex County and to show an appropriate County land use classification.
3. The surrounding property that is outside of the Bethany Beach town limits is designated as “Coastal Area”. It is appropriate to bring this site under the “Coastal Area” designation, for consistency with the adjacent properties.
 4. This revision to the Future Land Use Map will not adversely affect neighboring properties, area roadways or future land-use planning in the area.
 5. This revision of the Future Land Use Map is appropriate to correct a mapping error at the time the County’s current Future Land Use Map was approved.

Motion Adopted: 5 Yeas

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

**M 506 22
Adopt
Ordinance
No. 2893/
CZ1965**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to Adopt Ordinance No. 2893 entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO AN MR MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.4 ACRES, MORE OR LESS” for the reasons given by the Planning and Zoning Commission as follows:

1. This application seeks a change in zone from AR-1 to MR. The purpose of the MR zone is to provide housing in an area which is expected to become urban in character and where central water and sewer is available.
2. Both central water and sewer are available at this site.
3. This site is situated along Kent Avenue adjacent to the municipal boundary of the Town of Bethany Beach. Given its location, MR zoning is appropriate for this property.
4. The property is near other properties that are zoned MR and it is next to Bethany Beach Town Zoning that is similar to Sussex County’s MR Zone.
5. The proposed MR zoning is consistent with other nearby residential uses, including townhomes.
6. The proposed MR zoning meets the purpose of the Zoning Ordinance in that it promotes the orderly growth of the County in an appropriate location.
7. The Commission has recommended a corrective amendment to the Future Land Use Map in the Sussex County Comprehensive Plan to show that this property is in the Coastal Area. MR Zoning is appropriate in this Area according to the Plan.
8. No parties appeared in opposition to this Application.

M 506 22

**Adopt
Ordinance
No. 2893/
CZ1965
(continued)**

9. Any future development of the site will require either a conditional use or site plan approvals by the Sussex County Planning & Zoning Commission.

10. For all these reasons, MR zoning is appropriate for this site.

Motion Adopted: 5 Yeas

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

**M 507 22
Go Into
Executive
Session**

At 2:14 p.m., a Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to recess the Regular Session, and go into Executive Session for the purpose of discussing matters relating to pending/potential litigation, personnel and land acquisition.

Motion Adopted: 5 Yeas

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

**Executive
Session**

At 2:16 p.m., an Executive Session of the Sussex County Council was held in the Council Chambers to discuss matters relating to pending/potential litigation, personnel and land acquisition. The Executive Session concluded at 2:44 p.m.

**M 508 22
Reconvene**

A Motion was made by Mr. Hudson, seconded by Mr. Schaeffer to come out of Executive Session to go back into Regular Session.

Motion Adopted: 5 Yeas

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

E/S Action

There was no action from the Executive Session.

**M 509 22
Adjourn**

A Motion was made by Mr. Schaeffer, seconded by Mr. Hudson to adjourn at 2:46 p.m.

Motion Adopted: 5 Yeas

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

Respectfully submitted,

**Tracy N. Torbert
Clerk of the Council**

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

ENGINEERING DEPARTMENT

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



Sussex County


DELAWARE
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HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Memorandum

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

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

RE: *Existing Wastewater Infrastructure Use Agreement
Channel Pointe - IUA 1101
File: OM 9.01*

DATE: October 25, 2022

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

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **CMF Cannon, LLC** for the **Channel Pointe** project in the Fenwick Island Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Channel Pointe** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said **CMF Cannon, LLC** will contribute **\$97,317.00** for the financial catch-up contribution of the existing infrastructure to serve **75.00** Equivalent Dwelling Units. Payment of the contribution will be required prior to substantial completion of on-site collection system. System Connection Charges in place at the time of building permit request will still apply.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

Channel Pointe – IUA 1101

THIS AGREEMENT (“Agreement”), made this _____ day of _____ 2022, by and between:

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

CMF CANNON, LLC a Limited Liability Company and developer of a project known as **Channel Pointe**, hereinafter called the “Developer.”

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcels 533-20.00-20.00, 21.00, 22.00 & 533-20.19-97.00 to be known as **Channel Pointe** (“Project”) and;

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

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

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

- (1) Developer is proposing to utilize County’s existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to **75.00** additional equivalent dwelling units to County’s existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of **\$97,317.00** for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution must be submitted prior to substantial completion of the on-site collection system.**
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement

may be declared by County to be null and void, and any unused payments made pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure

in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **21 Village Green Drive, Suite 200, Ocean View, Delaware 19970.**

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

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

_____ (DATE)

ATTEST:

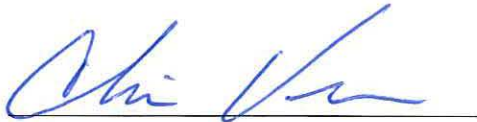
Tracy Torbert
Clerk of the County Council

FOR CMF CANNON, LLC

By:  _____ (Seal)
Josh Mastrangelo - Authorized Signatory

10-10-2022 (DATE)

WITNESS:



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

Memorandum

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

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

RE: *Existing Wastewater Infrastructure Use Agreement
Bay Forest (Sprogell Property) - IUA 918-18
File: OM 9.01*

DATE: October 25, 2022

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

The Engineering Department requests approval of an agreement for the existing wastewater infrastructure use with **Bay Forest, LLC** for the **Bay Forest (Sprogell Property)** project in the Millville Area. Such an arrangement does not modify the underlying land use decision in any form. However, it allows the wastewater originating from the approved project to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, the **Bay Forest** project will connect to the existing County owned wastewater infrastructure. In return for utilization of said **Bay Forest, LLC** will contribute **\$18,921.00** for the financial catch-up contribution of the existing infrastructure to serve **23.00** Equivalent Dwelling Units. Payment of the contribution will be required prior to substantial completion of on-site collection system. System Connection Charges in place at the time of building permit request will still apply.



EXISTING WASTEWATER INFRASTRUCTURE USE AGREEMENT

BAY FOREST (SPROGELL PROPERTY) IUA-918-18

THIS AGREEMENT ("Agreement"), made this _____ day of _____ 2022, by and between:

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

BAY FOREST, LLC, a Maryland Limited Liability Company and developer of a project known as Bay Forest (Sprogell Property), hereinafter called the "Developer."

WITNESSETH:

WHEREAS, Developer is developing a tract of land identified as Tax Map parcel 134-8.00-17.01 to be known as Bay Forest -Sprogell Property ("Project") and;

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

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

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

- (1) Developer is proposing to utilize County's existing collection and transmission capacity by connecting to existing regional infrastructure used by multiple pump stations.
- (2) In exchange for permission to connect up to 23.00 equivalent dwelling units to County's existing system and to utilize the existing capacity in said system, Developer agrees to financial catch-up contribution in the amount of \$18,921.00 for said existing facilities.
- (3) The contribution amount in the case of multiple pump stations using an existing collection and transmission system is based on the ratio of average flow capacity utilization of said transmission facilities.
- (4) **Payment of the contribution must be submitted prior to beneficial acceptance of the on-site collection system.**
- (5) If the Project (as currently submitted) is amended and County determines in its sole discretion that such amendments materially affect this Agreement, this Agreement may be declared by County to be null and void, and any unused payments made

pursuant to this Agreement shall be returned to Developer, unless the parties otherwise agree. Nothing herein shall prevent the parties from the negotiation of a new agreement with respect to the amended Project, as the parties may deem appropriate.

- (6) The contribution is to be placed in County's sewer capital fund and expended towards overall debt reduction or at such time when any transmission infrastructure in County's Unified Sanitary Sewer District requires capital improvements (See Chapter 110-96 of the Sussex County Code).
- (7) Developer shall be responsible for payment of any and all undiscounted system connection charges in accordance with and pursuant to the requirements of the *Sussex County Code* for all lots, due at such time the Developer receives the sewer connection permit.
- (8) Developer shall comply in all aspects with the *Sussex County Code* and any other local, state, county, or federal laws, regulations, or policies that may be applicable and as such may be hereinafter amended.
- (9) Prior to the commencement of construction of any sanitary sewer facilities for the Project, Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of the *Sussex County Code*.
- (10) In order to allow the opportunity for a County representative to be present as the County so chooses, Developer shall send written notice to County of the date upon which connection to the County regional transmission system will be made. Developer shall follow County's written or verbal instructions in making said connection to the County sanitary sewer system.
- (11) Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by Developer or to any third party who purchases, leases or otherwise controls any portion of Developer's property without the consent of County. Developer, and any subsequent assignees or successors shall provide County at least ten (10) days' written notice of any such assignment. Any other assignments, transfers, or conveyances with respect to this Agreement are prohibited without prior written consent of County.
- (12) To the extent permitted by law, Developer shall indemnify and hold harmless County, and its appointed and elected officials, employees, licensees, and agents for any claims, losses, liabilities, suits, or damages, including but not limited to reasonable attorneys' fees, professional engineering fees, and any other costs of litigation, arising out of Developer's negligence in connection with its performance of this Agreement, including but not limited to damage to the County's infrastructure in making connection to County's regional transmission system. The obligations of this Paragraph shall survive the termination of this Agreement.

- (13) All the terms, covenants, and conditions of this Agreement shall in all respects be governed and construed under and pursuant to the Laws of the State of Delaware without respect to its conflict of law provisions. This Agreement may only be amended, supplemented or modified by a subsequent written agreement executed by all the parties hereto.
- (14) This Agreement and exhibits constitute the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the Agreement described herein.
- (15) It is mutually agreed between the parties that no review, approval, acceptance, and/or payment made under this Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and that no review, approval, acceptance, and/or payment shall be construed as acceptance of defective work by County, nor in any way relieve Developer of its responsibility for the adequacy of its work.
- (16) The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is expressly given in writing and signed by the waiving party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right.
- (17) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.
- (18) If any provision of this Agreement shall be deemed invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not render invalid or unenforceable any of the other provisions of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby deemed to be severable.
- (19) Any notice required to be delivered to or by either party under this Agreement shall be sent by U.S. first class mail. For purposes of this provision, the address of the County is 2 The Circle, P.O. Box 589, Georgetown, Delaware, 19947, and the address of the Developer is **506 Main Street, Gaithersburg, Maryland 20878.**

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

FOR THE COUNTY:

{Seal}

By: _____
(President - Sussex County Council)

(DATE)

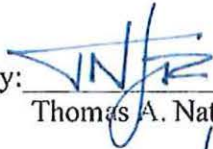
ATTEST:


Tracy Torbert
Clerk of the County Council

FOR BAY FOREST, LLC

By: Natelli Communities Limited Partnership,
Sole Member

By: Natelli Communities, Inc., General Partner

By:  _____ (Seal)
Thomas A. Natelli Jr. - Vice President
10/14/22 (DATE)

WITNESS:  _____

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
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Sussex County

DELAWARE
sussexcountyde.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

Proposed Terrapin Island Expansion of the Sussex County Unified Sanitary Sewer District

PUBLIC HEARING FACT SHEET

- Expansion of the Sussex County Unified Sanitary Sewer District (Angola Neck Area)
- County Council granted permission to prepare and post notices for the Engineering Department to hold a Public Hearing on September 20, 2022.
- The Department had received a request from Pennoni on behalf of their client Ribera Development, LLC the owners/developers of a project to be known as Terrapin Island.
- The request includes parcel 243-18.00-31.00.
- The project is proposed at 42 single family homes on 30.08 acres.
- The project will be responsible for System Connection Charges of \$6,600.00 per EDU based on current rates.
- The Engineering Department posted notices on the property and the surrounding area, added to the County website and advertised in the local paper.
- To date we have received no contact either in support or opposition to the annexation. Just a call from one neighbor inquiring about the process and whether we would require her to connect and if they would be conveying their stormwater to adjacent parcels.



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

SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
TERRAPIN ISLAND EXPANSION
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE)

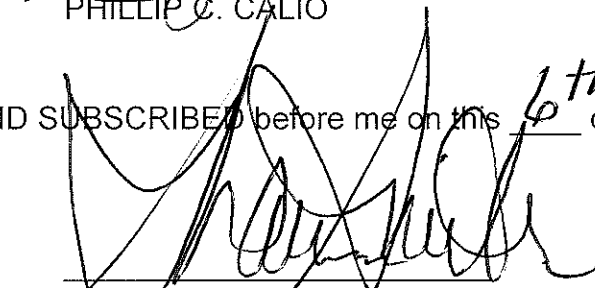
COUNTY OF SUSSEX)

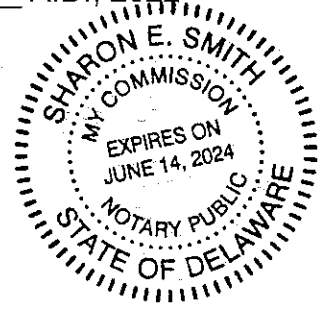
BE IT REMEMBERED, That the subscriber, PHILLIP C. CALIO, personally appeared before me and known to me personally to be such, who being by me duly sworn to law did depose and say as follows:

- A. On October 6, 2022 he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On October 6, 2022 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
 - 1. On a post in front of a stop sign @ the intersection of Sand Bay Road and Camp Arrowhead Road,
 - 2. On a post in front of a stop sign @ the intersection of Woods Drive and Camp Arrowhead Road,
 - 3. On a post in front of a stop sign @ the intersection of Skyler Drive and Camp Arrowhead Road,
 - 4. On a post in front of stop sign @ the intersection of Angola Road and Camp Arrowhead Road,
 - 5. On the site of the annexation in the following 4 locations
 - a. On a post in the easterly ROW of Camp Arrowhead Road 121'± southeast of Cove Court,
 - b. On a post in the easterly ROW of Camp Arrowhead Road 144'± southeast of Cove Court,
 - c. On a post in the easterly ROW of Camp Arrowhead Road 163'± southeast of Cove Court,
 - d. On a post in the easterly ROW of Camp Arrowhead Road 190'± southeast of Cove Court.


PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 6th day of Oct. A.D., 2022


NOTARY PUBLIC



My Commission Expires 6/14/2024

RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (SCUSSD) ANGOLA NECK AREA, TO INCLUDE THE TERRAPIN ISLAND AREA, ON THE EAST SIDE OF CAMP ARROWHEAD ROAD 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.

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

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

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

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

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

NOW, THEREFORE,

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

Beginning at a point, said point being on the westerly Right-of-Way (ROW) of Camp Arrowhead Rd., said point also being on the SCUSSD boundary, said point further being a property corner of lands Now-or-Formerly (N/F) of Woods on Herring Creek Homeowners Association (HOA); thence continuing with said ROW, SCUSSD boundary and HOA lands in a northwesterly direction a distance of 65'± to a point; thence leaving said ROW, SCUSSD boundary and HOA lands and proceeding across Camp Arrowhead Road in a northeasterly direction a distance of 50'± to a point, said point being on the easterly ROW of Camp Arrowhead Road and being a corner for parcel 234-18.00-31.00, lands N/F of EVG FT Ventures, LLC and the easterly ROW of Cove Court; thence leaving said ROW and proceeding by and with said EVG FT Ventures, LLC lands the following 14 courses and distances: (1) N04°06'28"W 438.07', (2) N85°18'25"E 2,025.92', (3) S28°17'37"E 362.77', (4) S06°16'57"E 297.01', (5) N84°45'33"E 358.51', (6) S12°57'08"E 110.66', (7) S64°04'54"W 197.36', (8) N82°10'15"W 480.15', (9) S16°53'55"W 12.68', (10) N89°05'58"W 1,598.59', (11) N21°21'11"W 3.12', (12) S86°22'39"W 15.09', (13) N22°46'56"W 88.81', (14) S75°46'29"W 211.54' to a point, said point being on the easterly ROW of Camp Arrowhead Road; thence leaving said ROW and crossing Camp Arrowhead Road in a westerly direction a distance of 50'± to a point, said point being that of the **BEGINNING**.

NOTE: The above description has been prepared using Sussex County Tax Map 234-18.00 and Sussex County property assessment records. The annexation contains 30.08 acres more or less.

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

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

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

PUBLIC NOTICE

PROPOSED TERRAPIN ISLAND EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (ANGOLA NECK AREA)

NOTICE IS HEREBY GIVEN that the Sussex County Council voted on September 20, 2022 to consider extending the boundary of the Sussex County Unified Sanitary Sewer District (SCUSSD), Angola Area, to include a parcel of land along the east side of Camp Arrowhead Road, being situate in Indian River Hundred, Sussex County, Delaware.

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

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

Beginning at a point, said point being on the westerly Right-of-Way (ROW) of Camp Arrowhead Rd., said point also being on the SCUSSD boundary, said point further being a property corner of lands Now-or-Formerly (N/F) of Woods on Herring Creek Homeowners Association (HOA); thence continuing with said ROW, SCUSSD boundary and HOA lands in a northwesterly direction a distance of 65'± to a point; thence leaving said ROW, SCUSSD boundary and HOA lands and proceeding across Camp Arrowhead Road in a northeasterly direction a distance of 50'± to a point, said point being on the easterly ROW of Camp Arrowhead Road and being a corner for parcel 234-18.00-31.00, lands N/F of EVG FT Ventures, LLC and the easterly ROW of Cove Court; thence leaving said ROW and proceeding by and with said EVG FT Ventures, LLC lands the following 14 courses and distances: (1) N04°06'28"W 438.07', (2) N85°18'25"E 2,025.92', (3) S28°17'37"E 362.77', (4) S06°16'57"E 297.01', (5) N84°45'33"E 358.51', (6) S12°57'08"E 110.66', (7) S64°04'54"W 197.36', (8) N82°10'15"W 480.15', (9) S16°53'55"W 12.68', (10) N89°05'58"W 1,598.59', (11) N21°21'11"W 3.12', (12) S86°22'39"W 15.09', (13) N22°46'56"W 88.81', (14) S75°46'29"W 211.54' to a point, said point being on the easterly ROW of Camp Arrowhead Road; thence leaving said ROW and crossing Camp Arrowhead Road in a westerly direction a distance of 50'± to a point, said point being that of the **BEGINNING**.

NOTE: The above description has been prepared using Sussex County Tax Map 234-18.00 and Sussex County property assessment records. The annexation contains 32.13 acres

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

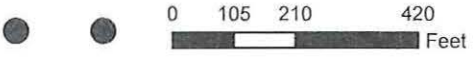
The public hearing will be held on this issue at 10:15 a.m. on October 25, 2022 in the Sussex County Council Chambers, County Administrative Offices, 2 The Circle, Georgetown, Delaware. All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any way affected by this boundary extension are welcome to attend. There will be an opportunity for questions and answers. The Sussex County Council following the hearing, at one of their regularly scheduled meetings, will make the final decision on the boundary extension.

For further information, please call or write the Sussex County Engineering Department, 2 The Circle, Post Office Box 589, Georgetown, DE 19947 – (302) 855-1299).

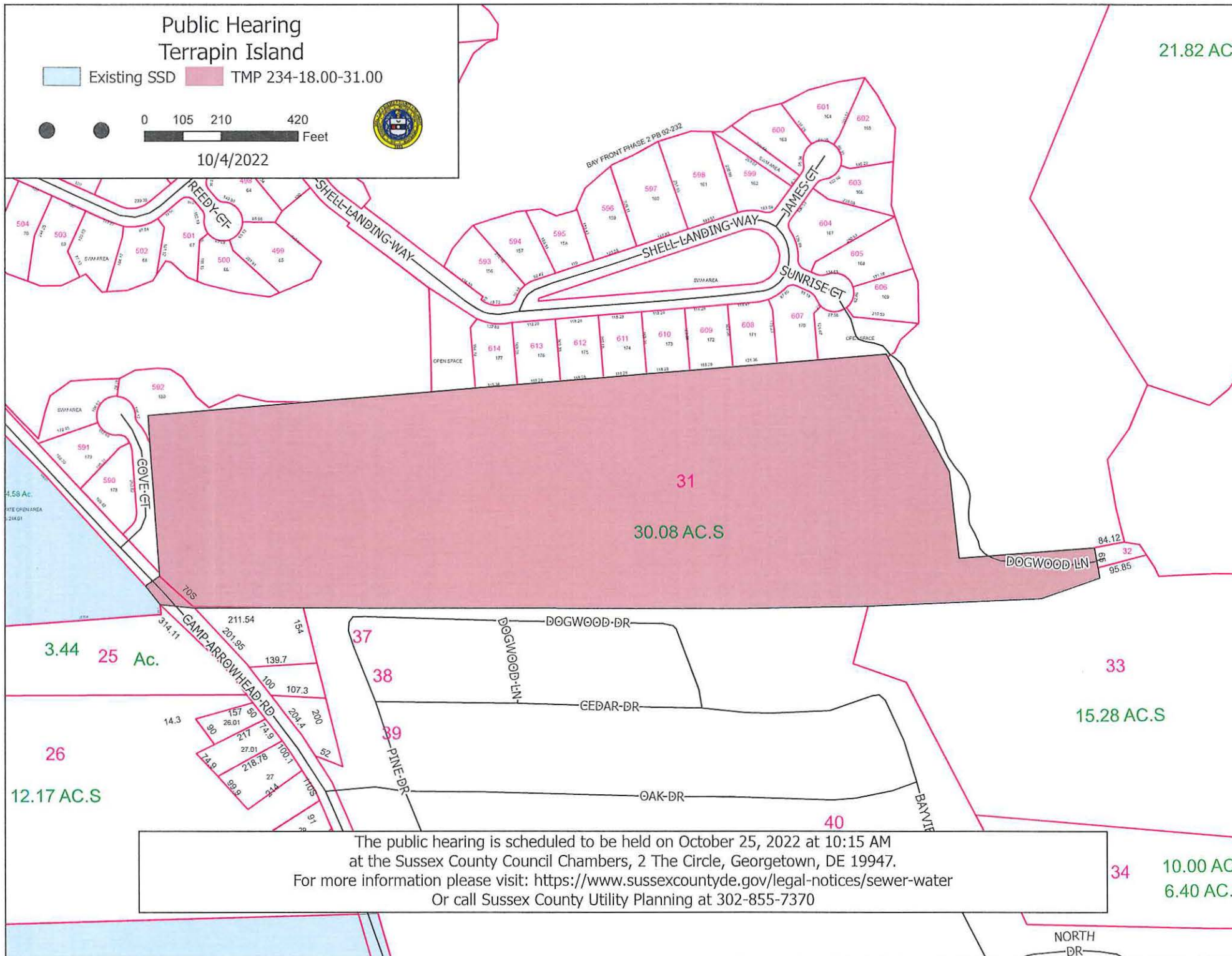
Hans M. Medlarz, P.E.
County Engineer

Public Hearing Terrapin Island

Existing SSD TMP 234-18.00-31.00



10/4/2022



The public hearing is scheduled to be held on October 25, 2022 at 10:15 AM
at the Sussex County Council Chambers, 2 The Circle, Georgetown, DE 19947.
For more information please visit: <https://www.sussexcountyde.gov/legal-notice/sewer-water>
Or call Sussex County Utility Planning at 302-855-7370

GINA A. JENNINGS, MBA, MPA
FINANCE DIRECTOR

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



Sussex County

DELAWARE
sussexcountyde.gov

MEMORANDUM:

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

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

RE: **FY2023 HUMAN SERVICE GRANTS**

DATE: October 25, 2022

Attached is a schedule of the FY2023 Human Service Grants, as well as an overview of the program. On Tuesday, I will be recommending to Council that we approve those grants listed for payment.

Please call me if you would like to discuss further.

Attachments

pc: Todd F. Lawson

Human Service Grant Application				
Name of Organization	Project	Last Year's Grant	Grant Request	Recommended Grant
Agape Love Transitional Home	Mommy & Me	1,790	6,000	2,250
American Legion Auxiliary, Department of Delaware	ALA Delaware Girls State	1,000	1,000	1,000
Barbara K Brooks Transition House, Inc	Barbara K. Brooks Transition House	1,690	4,000	2,060
Best Buddies International, Inc.	Best Buddies Sussex County Friendships	1,600	5,000	1,850
Big Brothers Big Sisters of Delaware, Inc.	Beyond School Walls in Sussex County	1,300	4,200	660
Bridgeville Senior Citizens Center Inc	Upgrade of Electricity/Homebound/Congregate Meals Program	5,550	13,000	5,550
Calliope Project Inc.	Youth Drama Education Space	1,690	5,000	2,310
Cancer Support Community Delaware	Hybrid Programming for Cancer Support Community DE	3,490	4,000	3,160
Cape Henlopen Senior Center	Cape Henlopen Senior Center	5,550	5,600	5,550
Catholic Charities Inc	Casa San Francisco Emergency Shelter and Food Programs		15,000	2,660
Champions for Children's Mental Health	Youth Peer Support	1,440	25,000	2,010
CHEER Inc.	Georgetown CHEER	5,550	6,500	5,550
CHEER Inc.	Greenwood	5,550	6,500	5,550
CHEER Inc.	Harbor Lights (Lewes)	5,550	6,500	5,550
CHEER Inc.	Long Neck CHEER	5,550	6,500	5,550
CHEER Inc.	Milton CHEER	5,550	6,500	5,550
CHEER Inc.	Ocean View CHEER	5,550	6,500	5,550
CHEER, Inc.	Roxana CHEER	5,550	6,500	5,550
City of Refuge Church Inc	Domestic Violence Conference		1,500	1,500
Clothing Our Kids	Clothe A Kid	2,740	5,000	2,860
Community Inspired Actions	R.I.S.E	2,040	15,000	2,250
Community Resource Center	Winter Day Center Program for Homeless	2,040	3,500	2,110
Dagsboro Boys & Girls club	Dagsboro Club Power Hour	2,000	5,000	2,250
Delaware Breast Cancer Coalition, Inc.	Yes2Health	1,900	5,000	2,260
Delaware Community Reinvestment Action Council, Inc.	DCRAC Law	1,900	10,000	2,010
Delaware Crime Stoppers	Delaware Crime Stoppers Sussex County Crime Reduction Program	1,500	5,000	3,210
Delaware HIV Services Inc.	Michael Brossette Memorial Fund	1,600	3,000	1,600
Delaware Hospice, Inc.	Delaware Transitions	2,040	10,000	2,010
Delaware Lions Foundation, Inc	Service Projects Matching Funds	1,600	3,000	1,710
Delaware Senior Olympics	DSO	500	500	500
DFRC Inc	DFRC Blue-Gold Hand-in-Hand Program	1,900	5,000	2,010
Down Syndrome Association of Delaware	Georgetown Days of Summer Camp and Greater Sussex Outreach	1,900	10,000	2,010
Easterseals Delaware & Maryland's Eastern Shore	Adult Day Care Program- to purchase a large screen TV to support our visually impaired participants and additional Ipads	1,000	1,000	1,000
Everlasting Hope Ministries	Dream Center recreational	1,990	5,000	2,250
Family Outreach Multipurpose Community Center, Inc.	Renovation/Repair		15,000	3,550
First State Community Action Agency, Inc.	Emergency Assistance / Basic Needs	2,190	10,000	3,110
Food Bank of Delaware	Backpack Program	1,690	5,000	2,860
Georgetown Boys & Girls Club	Georgetown Club Power Hour	2,000	5,000	2,250
Girl Scouts of the Chesapeake Bay	Girl Scouts Membership Support	550	2,500	600
Harry K Foundation	Desert Oasis Feeding Program	2,340	5,000	2,410
Housing Alliance Delaware	Sussex Housing Group	1,600	5,000	1,710
Indian River Senior Center, Inc	Maintenance of the Center	5,500	10,900	5,550
ITN Southern Delaware, Inc	ITNCOUNTRY - THE NEW NORMAL	2,490	5,000	3,260
Junior Achievement of Delaware, Inc.	Junior Achievement Learning Experiences for the 2022-23 Academic Year	3,350	4,000	3,150
Just a Hand Up Community Navigation Association	"Just a Hand Up Resource Shack Program"	2,160	2,160	2,160
Kent-Sussex Industries, Inc.	Artist Residency Program	1,990	4,150	1,750
La Esperanza Inc.	Immigration Services	2,190	5,000	2,360
La Plaza Delaware/ Greater Lewes Foundation	La Plaza Delaware		35,000	2,410

FY2023 Human Service Grants

Laurel Community Foundation, Inc.	Hope House I & II	1,440	5,000	2,050
Laurel Senior Center	Meal Program	5,550	8,000	5,550
Lewes Senior Citizens Center Inc.	HVAC Replacement	5,550	36,200	5,550
Literacy Delaware	Expanding in Western Sussex County	1,050	5,000	2,010
Love INC of Mid-Delmarva	Computer Upgrades for Love INC	2,690	20,000	3,550
Mid-Atlantic Symphony Orchestra	2022-2023 Concert Series	2,550	3,000	1,000
Milford Housing Development Corporation	Home Repair Program	2,040	15,000	2,010
Milford Senior Center, Inc.	Breakfast Program	5,550	8,000	5,550
Milton Community Food Pantry	MCFP House	3,490	10,000	3,160
Multiplying Good	Delaware Students In Action Fall Leadership Conference	1,300	1,500	1,500
Nanticoke River Watershed Conservancy	Funding for maintenance equipment	2,640	5,300	3,100
Nanticoke Senior Center	Up-Grade Restroom Toilets to ADA Standards	5,550	5,500	5,550
New Coverdale Outreach Mission Inc	New Coverdale Outreach Mission	2,990	4,500	3,100
New Hope Recreation and Development Center	New Hope RDC After School Program	1,400	1,500	1,500
Oak Orchard Riverdale Boys & Girls Club	Oak Orchard Club Power Hour	2,000	5,000	2,250
Paralyzed Veterans of America Colonial Chapter	Member and Caregiver Program	1,850	5,000	1,600
Pathways to Success, Inc.	Pathways to Well Being - Youth Mental Health Support	1,990	4,000	1,750
People's Place II, Inc.	Veterans Outreach	1,440	5,000	1,660
Primeros Pasos Early Learning Center	Early Childhood Education Curriculum	1,440	3,050	1,310
Read Aloud Delaware	Food Truck Festival - Volunteer Appreciation Event	2,600	4,550	2,650
Rehoboth Beach Boys & Girls Club	Rehoboth Beach Club Power Hour	2,000	5,000	2,250
Richard Allen Coalition, Inc.	carpet replacement	2,090	4,500	2,800
Ronald McDonald House of Delaware	Housing & Support Services for Sussex County Families	2,850	5,000	1,910
Southern Delaware Therapeutic Riding	Training New Therapy Horses to Expand Number of Riders Served	1,440	2,500	1,810
Sussex Community Crisis Housing Services, Inc.	Sussex Community Crisis House Services	1,740	13,000	2,050
Sussex County Habitat for Humanity	Sussex County Family Empowerment	2,040	10,000	3,100
Sussex Family YMCA	Teen Engagement	3,490	5,000	2,060
The ARK Educational Consulting, Inc.	The ARK Educational Resource Center	2,040	5,000	2,110
The Way Home, Inc.	Intake and Oversight	2,040	25,000	2,350
West Side New Beginnings, Inc.	Computer Tutorial Homework Program	640	2,000	1,000
Western Sussex Boys & Girls Club at Laurel	Laurel Club Power Hour	2,000	5,000	2,250
Western Sussex Boys & Girls Club at Seaford	Seaford Club Power Hour	2,000	5,000	2,250
What Is Your Voice, Inc.	Keep Them Safe!	1,990	16,000	3,200
YWCA Delaware	Sexual Assault Response Center - Georgetown	2,450	5,000	2,460
Total			597,610	224,580



Sussex County Human Service Grant Program

Fiscal Year 2023

Human Service Grant Purpose

Grants to countywide non-profit agencies for the purpose of enhancing health and human services, which contribute to a safe, healthy and self-sufficient community. Funds provide grants that assist organizations with resources in support of programs or capital purchases.



Process

- Organizations submitted application online
- Finance reviewed
 - Organizations' statuses (IRS, tax reports, year of formation)
 - Past due County obligations
 - Scope of request
- Finance created a formula, based on number of beneficiaries, other financial support and financial need, to best utilize the grant funds



Formula to Distribute (Budget of \$225,000)

Sussex County Beneficiary Criteria	Base Grant Amount	Additional Amount if main operations are in Sussex County	Additional Amount if other funding is 25% or greater	Additional Amount if need is \$5,000 or greater	Additional Amount if need is \$15,000 or greater	Maximum Grant Amount
10 to 49 Beneficiaries	\$1,350	\$400	\$60	\$250	\$250	\$2,310
50 to 249 Beneficiaries	\$1,350	\$400	\$60	\$300	\$300	\$2,410
250 to 499 Beneficiaries	\$1,500	\$400	\$60	\$350	\$350	\$2,660
500 to 999 Beneficiaries	\$2,000	\$400	\$60	\$400	\$400	\$3,260
1,000 or more Beneficiaries	\$2,250	\$400	\$60	\$450	\$450	\$3,610

CHEER & Senior Centers	\$5,550
Boys and Girls Clubs	\$2,250

Organizations were capped at their demonstrated need and request.

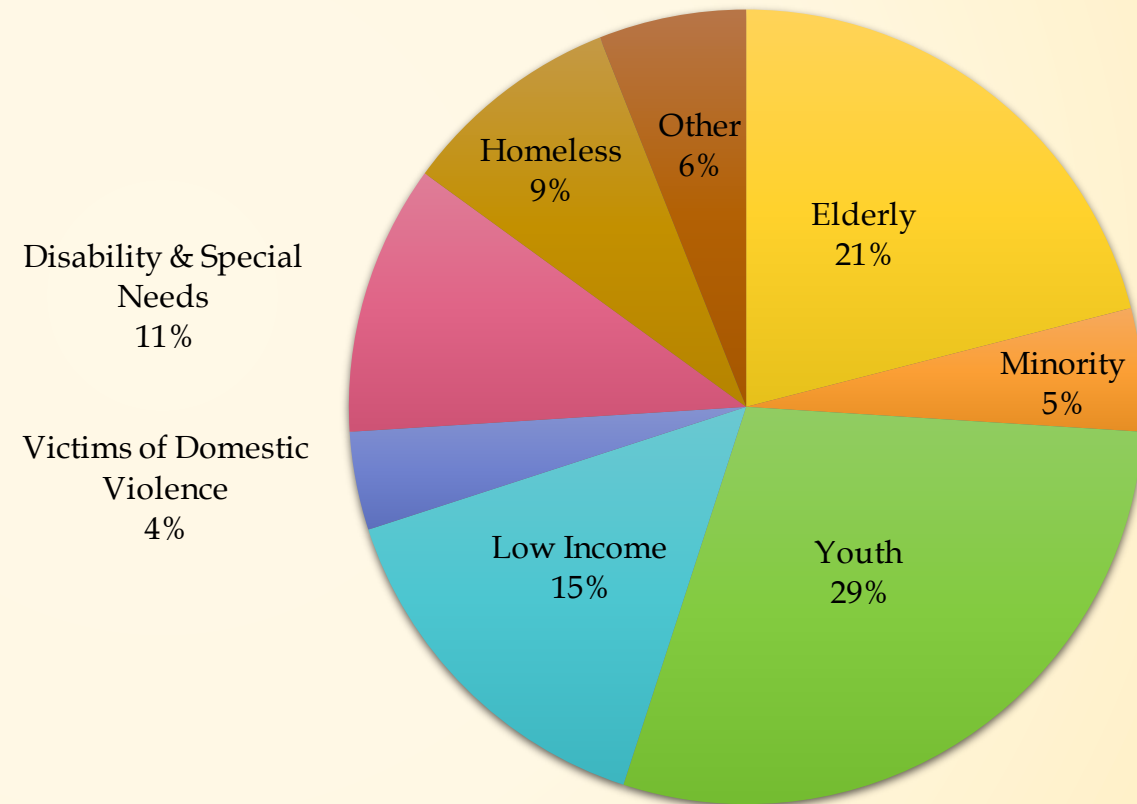
If another County grant was awarded within the last 12 months, 50% of the original grant, up to \$750, was deducted.



Application Statistics

- Received \$594,510 in requests from 82 qualified organizations
- 4 new recipients
- 132,926 Sussex County beneficiaries
- Organizations raise approximately \$5.7 million of other types of support for these projects

Type of Beneficiaries



Fiscal Year 2023 Recipients

Agape Love Transitional Home	Delaware Breast Cancer Coalition, Inc.	Love INC of Mid-Delmarva
American Legion Auxiliary, Department of Delaware	Delaware Community Reinvestment Action Council, Inc.	Mid-Atlantic Symphony Orchestra
Barbara K Brooks Transition House, Inc.	Delaware Crime Stoppers	Milford Housing Development Corporation
Best Buddies International, Inc.	Delaware HIV Services Inc.	Milford Senior Center, Inc.
Big Brothers Big Sisters of Delaware, Inc.	Delaware Hospice, Inc.	Milton Community Food Pantry
Boys & Girls Club of Dagsboro	Delaware Lions Foundation, Inc.	Nanticoke River Watershed Conservancy
Boys & Girls Club of Georgetown	Delaware Senior Olympics	Nanticoke Senior Center
Boys & Girls Club of Laurel	DFRC Inc.	New Coverdale Outreach Mission Inc.
Boys & Girls Club of Oak Orchard/Riverdale	Down Syndrome Association of Delaware	New Hope Recreation and Development Center
Boys & Girls Club of Rehoboth Beach	Easterseals Delaware & Maryland's Eastern Shore	Paralyzed Veterans of America Colonial Chapter
Boys & Girls Club of Seaford	Everlasting Hope Ministries	Pathways to Success, Inc.
Bridgeville Senior Citizens Center Inc.	Family Outreach Multipurpose Community Center, Inc.	People's Place II, Inc.
Calliope Project Inc.	First State Community Action Agency, Inc.	Primeros Pasos Early Learning Center
Cancer Support Community Delaware	Food Bank of Delaware	Read Aloud Delaware
Cape Henlopen Senior Center	Girl Scouts of the Chesapeake Bay	Richard Allen Coalition, Inc.
Catholic Charities Inc	Harry K Foundation	Ronald McDonald House of Delaware
Champions for Children's Mental Health	Housing Alliance Delaware	Southern Delaware Therapeutic Riding
CHEER Inc. - Georgetown	Indian River Senior Center, Inc.	Sussex Community Crisis Housing Services, Inc.
CHEER Inc. - Greenwood	ITN Southern Delaware, Inc.	Sussex County Habitat for Humanity
CHEER Inc. - Harbor Lights (Lewes)	Junior Achievement of Delaware, Inc.	Sussex Family YMCA
CHEER Inc. - Long Neck	Just a Hand Up Community Navigation Association	The ARK Educational Consulting, Inc.
CHEER Inc. - Milton	Kent-Sussex Industries, Inc.	The Way Home, Inc.
CHEER Inc. - Ocean View	La Esperanza Inc.	West Side New Beginnings, Inc.
CHEER, Inc. - Roxana	La Plaza Delaware/ Greater Lewes Foundation	What Is Your Voice, Inc.
City of Refuge Church Inc.	Laurel Community Foundation, Inc.	YWCA Delaware
Clothing Our Kids	Laurel Senior Center	
Community Inspired Actions	Lewes Senior Citizens Center Inc.	
Community Resource Center	Literacy Delaware	

Motion

Be it moved that the Sussex County Council, approve the Fiscal Year 2023 Human Service Grant allocation as presented.



ADMINISTRATION
MICHAEL J. COSTELLO
GOVERNMENT AFFAIRS MANAGER
(302) 854-5060 T
(302) 855-7749 F
michael.costello@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Michael Costello
Government Affairs Manager

RE: **DISPOSAL OF COUNTY OWNED PROPERTY**

DATE: October 10, 2022

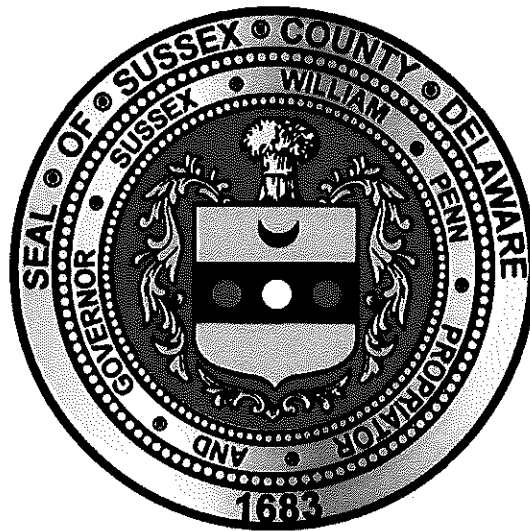
During the Council meeting for October 25th, I will present a recommendation to approve an agreement to sell parcel 133-18.00-20.00, a 1.5 acre property with dwelling and outbuildings. An RFP was issued to solicit bids on the purchase of the property and a single bid of \$80,000 was received.



SUSSEX COUNTY GOVERNMENT

REQUEST FOR BIDS

PROPERTY SALE
29195 Conaway Rd. MILLSBORO, DE 19966
133-18.00-20.00



Prepared By:

SUSSEX COUNTY GOVERNMENT

2 THE CIRCLE
PO BOX 589
GEORGETOWN, DELAWARE 19947
(302) 855-7742
www.sussexcountyde.gov

CONTENTS

Bid Notice	1
Instruction to Bidder.....	3
Bid Proposal	6
The Bid Proposal includes the following:	
1. Bid Proposal Form; and	
2. Contract of Purchase and Sale, including Exhibit A (Survey), Exhibit B (Seller’s Disclosure of Real Property Information Report) Exhibit C (Lead-Based Paint Disclosure) and Exhibit D (Radon Disclosure)	
Fact Sheet	32
Survey.....	33
Pictures of Property	34

BID NOTICE

The Sussex County Government invites sealed bids for the purchase of the property located at 29195 Conaway Rd., Millsboro, DE 19966, containing 1.497 acres of land, more or less, together with improvements, identified as Sussex County Tax Parcel # 133-18.00-20.00. The property is zoned AR-1, is located on FEMA Flood Map 10005C0450L and has an assessed value of \$2,600. **The property is being sold “AS IS”, “WHERE IS” AND “WITH ALL FAULTS”. Sussex County makes no warranties, either expressed or implied, as to the condition of the real property, any improvements on the property, including the house, all outbuildings, cesspool and well.** The minimum bid is \$50,000. Brokers are welcomed.

The highest acceptable bid will be presented to Sussex County Council. Final acceptance of the bid and conveyance of the property is subject to the approval of Sussex County Council.

Interested parties may obtain an information package by visiting Sussex County’s website at www.sussexcountyde.gov/e-service/rfp or by contacting Michael Costello, Sussex County Government Affairs Manager at michael.costello@sussexcountyde.gov. All questions regarding the solicitation requirements shall be directed to Michael Costello at the foregoing email address by no later than August 26, 2022. All sealed bids must be hand delivered, mailed or otherwise delivered to Todd Lawson, Sussex County Administrator, 2 The Circle, P.O. Box 589, Georgetown, DE 19947 no later than 3:00PM EST on August 29, 2022. All bids must be submitted on the “Bid Proposal Form”, including a signed and initialed Contract of Purchase and Sale and signed and initialed Disclosures, by the stated deadline for consideration. Late bids will not be accepted. Appointments to view the property, and to perform all desired inspections of the property and the improvements thereon, can be made between August 22, 2022 and August 26, 2022 by emailing michael.costello@sussexcountyde.gov. **NOTE: All inspections are for informational purposes only. Sussex County will NOT correct any defects on or in the real property, improvements, the cesspool or well.**

Bidders acknowledge that the property’s wastewater system is a cesspool that is no longer a legal form of wastewater system. Following settlement, it shall be Buyer’s responsibility, at Buyer’s expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements.

Bidder acknowledges that there is no direct access to the Property and that, following settlement, it shall be Bidder’s sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be Bidder’s sole cost and expense.

Prior to bid submission, it is Bidder’s responsibility to perform due diligence to ensure the property being purchased is in the condition that is satisfactory to the Bidder and can be used for Bidder’s intended purpose.

Bids must be submitted in the manner prescribed in the "Instruction to Bidders" contained in the information package. All bids must be accompanied by a deposit of 10% of the bid amount in form of a certified check, cashier's check or money order. The successful bidder's deposit will be applied toward the purchase price. All others will be returned. Closing shall occur within thirty (30) days after approval of sale. Employees of Sussex County Council are ineligible to bid.

Proposals will be publicly opened on the same day and time in Sussex County Council Chambers at the Sussex County Administration Building. The purpose of the proposal opening is to reveal the names of the bidders. All other information shall be confidential. Sussex County may extend the time and place for opening of bids by providing not less than two (2) calendar days' notice, by certified delivery or other electronic means to those bidders who obtained copies of the specifications or descriptions and provided notice thereof to Michael Costello at the email address provided herein.

Sussex County reserves the right to reject any and all bid proposals, to waive any informalities in bids received, except with respect to the date, time, and place where the documents are submitted, to cancel this Request for Bids in whole or in part, to reissue this Request for Bids and/or to accept or reject items of bids received. In the event this Request for Bids is cancelled prior to the opening of proposals, all respondents shall receive a notice of cancellation and all proposals received shall be returned to the respective respondents unopened.

By: Michael Costello
Government Affairs Manager

INSTRUCTIONS TO BIDDERS FOR SEALED BID – Bid Deadline – August 29, 2022

Property Address: 29195 Conaway Rd., Millsboro, DE 19966

The Sussex County Council invites bids for the purchase of this property on the attached form. Bids will be accepted until August 29, 2022 at 3:00 P.M.

Bids shall be enclosed in two (2) envelopes (outer and inner) each of which shall be sealed and the inner envelope clearly labeled **“SEALED BID FOR 29195 CONAWAY RD., MILLSBORO, DE 19966 – BID DEADLINE AUGUST 29, 2022 AT 3:00 P.M.”**

The outer envelope shall be addressed as follows:

Todd Lawson, Sussex County Administrator
2 The Circle
P.O. Box 589
Georgetown, DE 19947

Sealed bids may be hand delivered, mailed or delivered by any other method chosen by Bidder to the address above at Bidder's expense. The risk of late delivery or misdelivery shall be upon the Bidder.

A cashier's check, certified check or money order made payable to "SUSSEX COUNTY COUNCIL," in the amount equal to 10% of the bid must accompany all bids. This amount will be applied against the purchase price of the successful Bidder/Buyer and will be refunded within ten (10) days to all other Bidders. In the event of default on the part of the successful Bidder/Buyer, the bid deposit shall be forfeited and retained by the Sussex County Council as liquidated damages. No bids received after August 29, 2022 at 3:00 P.M will be considered. No bid will be considered unless it meets or exceeds the minimum bid of \$50,000 and it is accompanied by the required deposit. Prior to bid submission, it shall be Bidder's responsibility to perform due diligence to ensure the property being purchased is in the condition that is satisfactory to the Bidder and can be used for Bidder's intended purpose. Bidder shall perform all desired inspections of the property and the improvements thereon prior to bid submission.

In the event identical acceptable high bids are received, a drawing will be held to determine the successful Bidder/Buyer.

Acceptance of the bid and conveyance of the property is subject to the approval of the Sussex County Council.

Bidder acknowledges that the property's wastewater system is a cesspool that is no longer a legal form of wastewater system. Following settlement, it shall be the successful Bidder's/Buyer's responsibility, at the successful Bidder's/Buyer's expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements.

Bidder acknowledges that there is no direct access to the Property and that, following settlement, it shall be the successful Bidder's/Buyer's sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be successful Bidder's/Buyer's sole cost and expense.

The property is being sold "AS IS", "WHERE IS" AND "WITH ALL FAULTS". Sussex County makes no warranties, either expressed or implied, as to the condition of the real property or any improvements on the property, including the house, all outbuildings, cesspool and well. All inspections are for informational purposes only. Sussex County will NOT correct any defects on or in the real property, improvements, the cesspool or well.

Notification will be given to the successful Bidder/Buyer when the deed is ready for delivery and the balance of payment is due; however, the successful Bidder/Buyer expressly agrees that settlement shall occur within thirty (30) days after the sale has been approved by the Sussex County Council.

It shall be the responsibility of the successful Bidder/Buyer to pay all closing costs, including recordation fees and taxes normally paid by a purchaser.

Bids must be signed and will be accepted only on the Bid Proposal Form provided which must also include a signed and initialed Contract of Purchase and Sale ("Contract"), and signed and initialed disclosures attached thereto as Exhibits B-D, in the form attached hereto. The disclosures include a Seller's Disclosure of Real Property Condition Report, Lead-Based Paint Disclosure and Radon Disclosure ("Disclosures"). The Bid Proposal Form, along with the Instructions to Bidders, signed and initialed Contract, and signed and initialed Disclosures, shall collectively be construed to be the contract of sale with the successful Bidder/Buyer. Failure to submit a bid on the attached form, failure to sign and initial the attached Contract and Disclosures, the making of any modification, addition, or amendment to the Bid Form or the Contract (except for completion of paragraphs 1, 3 and 29 with Bidders' initials), or its conditions, or the submission of any terms or conditions other than those contained in the Request for Bids, shall be grounds for rejection of the bids. Bids must be for a fixed and certain sum of the lawful money of the United States of America. Any offer not for a fixed and certain sum of such money, including but not limited to any offer of goods, services, real property, securities, money of another nation, or any other thing, in whole or in part, shall invalidate the bid.

The right is reserved to reject any and all bids if, at the discretion of the Sussex County Council, they are found not to be in the best interest of the County.

ALL INFORMATION RELATING TO THE PROPERTY IS PROVIDED TO THE BEST KNOWLEDGE AND BELIEF OF THE SUSSEX COUNTY COUNCIL; HOWEVER, IT IS THE RESPONSIBILITY OF THE BIDDER TO VERIFY ALL INFORMATION PROVIDED.

NOTE: The following documents are enclosed as part of this Request for Bids:

Instructions to Bidders
Bid Proposal Form (including Contract and Disclosures)
Property Description (as set forth on Fact Sheet)
Fact Sheet

Survey
Pictures of Property

For further information, contact:

Michael Costello
2 The Circle
P.O. Box 589
Georgetown, DE 19947
302-855-7741

BID PROPOSAL FORM

Due: August 29, 2022 at 3:00 P.M.

Property Address: 29195 Conaway Rd., Millsboro, DE 19966 Minimum
Bid: \$ 50,000

Todd F. Lawson
Sussex County Administrator
2 The Circle
P.O. Box 589
Georgetown, DE 19947

The undersigned, as bidder, hereby declares that he/she has examined the Instruction to Bidders for Sealed Bids dated August 1, 2022, that he/she has inspected the property, performed all desired inspections of the property and its improvements, or waives his/her right to do so. **Bidder agrees to accept it "AS IS", "WHERE IS" AND "WITH ALL FAULTS". Sussex County makes no warranties, either expressed or implied, as to the condition of the real property, or any improvements on the Property, including the house, all outbuildings, cesspool and well, or as to the value or usefulness of the Property for any purpose, except as may be specified in the Instruction to Bidders for Sealed Bid dated August 1, 2022.**

Prior to bid submission, it is Bidder's responsibility to perform due diligence to ensure the property being purchased is in the condition that is satisfactory to the Bidder and can be used for Bidder's intended purpose.

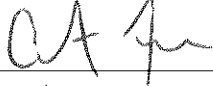
The undersigned acknowledges that, if he/she obtained any inspections of the Property and its improvements, all such inspections are for informational purposes only. Sussex County will NOT correct any defects on or in the real property, the improvements, the cesspool or well. The undersigned further acknowledges that the Property's wastewater system is a cesspool that is no longer a legal form of wastewater system. Following settlement, it shall be the undersigned's responsibility, at his/her expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements.

Bidder acknowledges that there is no direct access to the Property and that, following settlement, it shall be Bidder's sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be Bidder's sole cost and expense.

The undersigned hereby agrees to purchase the property located at 29195 Conaway Rd., Millsboro, DE 19966, containing approximately 1.497 acres, more or less, with improvements, Sussex County, Delaware (Sussex County Tax Map: 133-18.00-20.00) upon the terms and conditions stated in the Instruction to Bidders for Sealed Bid – Deadline August 29, 2022 at 3:00 P.M. for the sum of \$ 80,000.00.

A cashier's check, certified check or money order made payable to "SUSSEX COUNTY COUNCIL," for the sum of \$ 8,000.00 , which is 10% of the above bid, is attached and will be applied to the purchase price if the undersigned is the successful bidder.

The undersigned further agrees, upon written acceptance of this bid and within the specified time, that he/she will pay the balance of the purchase price upon delivery of the deed. Should the successful bidder fail to pay the balance of the purchase price, the sale will be declared void by the Sussex County Council and the bid deposit will be forfeited and retained as liquidated damages and not as a penalty. The next highest bidder may be notified and offered the property.

By: 
Bidder's Signature
Bidder's Name: Curtis Jones
Title: President
Entity (if applicable): C+A Services LLC
Address: 29227 Conaway Rd
Millsboro DE 19966
Phone: 302 245 9186
Date: 8/25/22

NOTE: Face of envelope must bear the words:

“SEALED BID FOR 29295 CONAWAY RD., MILLSBORO, DE. 19966”
“ DEADLINE AUGUST 29, 2022 AT 3:00 P.M”

CONTRACT OF PURCHASE AND SALE WITH DISCLOSURES (to be completed and submitted with BID PROPOSAL FORM)

CONTRACT OF PURCHASE AND SALE

1. PARTIES:

SELLER: Sussex County, a political subdivision of the State of Delaware
ADDRESS: 2 The Circle, P.O. Box 589, Georgetown, DE 19947 TELEPHONE
NO.: (302) 855-7742
EMAIL: Todd F. Lawson - tlawson@sussexcountyde.gov
hereby agrees to sell and convey unto

BUYER: Curtis Jones Buyer's Initials
ADDRESS: 29227 Conaway rd Millsboro DE as to all
TELEPHONE _____ NO.: 302 245 9180 Seller's Initials
EMAIL: backshotjones90@gmail.com as to all

2. DESCRIPTION:

Buyer hereby agrees to purchase from Seller and Seller agrees to convey to Buyer that certain parcel of land, together with all improvements thereon, with an address of 29195 Conaway Road, Millsboro, Sussex County, Delaware, containing 1.497 acres of land, more or less, identified as part of Sussex County Tax Parcel #133-18.00-20.00, and shown on the "Boundary Survey Plan of the Lands of Thomas Ray Jones, Heirs, Howard I. Jones, Heirs" prepared by Davis, Bowen & Friedel, Inc., dated June 2022 and recorded on June 15, 2022 in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 371, Page 84 ("Survey"), a copy of which is attached as Exhibit A and is incorporated herein by reference (the "Property").

3. PURCHASE PRICE: The Purchase Price shall be 80,000.00 Dollars
(\$ 80,000.00). Buyer's Initials CF Seller's Initials _____

Of the total Purchase Price, Buyer shall tender a deposit of Ten Percent (10%) of the Purchase Price, as deposit money. The deposit shall be Eight thousand Dollars (\$ 8,000.00) which shall be placed in escrow with Moore & Rutt, P.A. acting as Escrow Agent. Buyer's Initials _____ Seller's Initials _____

The cash balance shall be due at settlement. Funds paid by Buyer at settlement shall be in cash, certified check, cashier's check, treasurer's check, wire transfer or a Delaware attorney's escrow check. Seller's net proceeds shall be paid by check from the settling attorney's escrow account unless other arrangements are made with the attorney.

4. RENTAL/LEASE: The property is not subject to an existing rental/leasing agreement. If the property is subject to an agreement, Seller must provide full accounting to the settlement attorney. Seller will not alter any existing agreement nor enter into any new lease agreement without Buyer's written consent and will assign all existing leases and transfer security deposits to Buyer at final settlement. If this property is subject to an

agricultural lease, the buyer is hereby notified that the agricultural leases are subject to renewal provisions in accordance with 25 Del. C. Chapter 67 Agricultural Leases. The terms of any Agricultural Leases are hereto in accordance with 25 Del. C. Chapter 67 Agricultural Leases. The terms of any Agricultural Leases are attached hereto in accordance with 25 Del. C Chapter 3 § 315.

5. **SETTLEMENT:** Unless otherwise mutually agreed, final settlement shall be held in Sussex County, Delaware within thirty (30) days of the parties' execution of this Contract, or before if mutually agreed upon, at which time possession shall be given. It is expressly understood and agreed that if a longer time is necessary to secure a survey, resolve title issues, or to prepare the necessary legal and financial settlement documents, that the date of settlement shall be extended for a reasonable time to affect these conditions.

6. **TRANSFER TAX, PRO-RATIONS & COSTS:** While transfer taxes are split between the parties to a real estate transaction, pursuant to 30 Del. C. § 5401(1)(m) and Sussex County Code § 103-18A.(13), this transaction is exempt from transfer taxes as it is a conveyance to a political subdivision of the State of Delaware. Seller agrees to pay or escrow at time of settlement any and all agricultural rollback taxes applicable to this parcel. Taxes, special assessments, ground rent, water, sewer, electric and other lienable charges imposed by the State of Delaware, any political subdivision thereof, any school district, neighborhood association and/or condominium common expenses shall be apportioned pro-rata at the time of final settlement, as shall the rents and pre-paid operating expenses if Property is sold subject to a lease, and all security deposits shall be delivered to Buyer at time of settlement.

Seller shall pay for the preparation of the deed. Buyer shall pay all other settlement charges.

7. **FORFEITURES:** Should the Buyer fail to make payments and or settlement as specified above, knowingly furnish false or incomplete information to Seller concerning Buyer's legal or financial status, violate or fail to perform any of the terms or conditions of this Contract, then Seller shall have the right and option to declare this Contract null and void and to retain any deposit money as liquidated damages for such default by Buyer, or to exercise any legal or equitable right or remedy to which Seller may be entitled and in connection therewith to apply and deposit money either or account of the purchase price or on account of damages, as Seller may elect.

8. **DISBURSEMENT OF DEPOSITS:** The parties to this Contract agree that deposit monies held on account as specified in paragraph 3 of this Contract shall only be disbursed under one of the following conditions:
 - A. Upon final settlement hereunder; OR
 - B. Until a release is signed by all parties to the transaction authorizing disposition of these funds: OR
 - C. Upon the filing of an interpleader action in the proper court, thereby causing these funds to be deposited with the court; OR
 - D. Until such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds.

Buyer and Seller agree that upon payment of deposit monies into court, neither Buyer nor Seller shall have any further right, claim, demand or action against escrow agent regarding the return or disposition of the deposit monies.

9. **TITLE:** Title is to be good and marketable, either fee simple absolute conveyed by Deed of Special Warranty, insurable for both owners and lenders coverage at regular rates by a title insurer duly licensed to issue title insurance in the State of Delaware, clear of any liens and encumbrances, except restrictions of record and existing easements. Title shall also be delivered without encroachments or violation of restrictions, zoning or subdivision regulations unless disclosed by Seller in writing prior to ratification of this Contract. If title objections are raised, Seller shall have thirty (30) days from the date Seller are notified to cure the same, and the closing date shall be extended accordingly. If objections are not satisfied by the extended settlement date, this Contract shall terminate and all deposit monies shall be refunded to Buyer and all legal, loan, survey, and inspection fees incurred by the Buyer will be paid by the Seller, unless Buyer elect to waive the unsatisfied objections and complete the purchase. Seller may use the purchase price payable to Seller at settlement to discharge liens and encumbrances of record in fixed and ascertainable amounts.
10. **RISK:** The risk of loss or damage to the said premises by fire, windstorm or other casualty until settlement is assumed by the Seller. If any part of the Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by settlement date. If Seller is unable to do so, Buyer may terminate this Contract and the deposit monies shall be returned to Buyer in accordance with the terms of this Contract.
11. **PROPERTY INSPECTIONS AND CONDITION:** Buyer acknowledges that it was Buyer's responsibility to perform its due diligence prior to execution of this Contract to ensure the property being purchased can be used for Buyer's intended purpose. Buyer further acknowledges that Buyer performed all desired Property inspections of any kind whatsoever, if any, including, but not limited to home, wood destroying insect, well, wastewater and all other inspections, prior to Buyer's submission of its bid and this Contract that was accepted by the Seller. **Buyer acknowledges that all inspections are for informational purposes only and that Seller will NOT correct any defects on or in the real property, any improvements, the cesspool or well.**

At time of final settlement or occupancy (whichever occurs first) Seller shall leave premises free and clear of trash debris. The Seller will deliver the premises in substantially the same physical condition as of the date of ratification of contract. Buyer shall have the privilege of a final inspection of all the premises prior to settlement at a time that is mutually agreed upon between the Buyer and the Seller.

Except as expressly contained herein, no other warranties have been made by the Seller, nor relied upon by the Buyer and upon settlement all the Seller's obligations under this Contract shall expire. Seller expressly makes no warranties as to the Property, in general, and specifically makes no warranties, expressed or implied, as to the condition of the real property, house, any outbuildings and all other improvements located Property, including the cesspool and the well. Unless otherwise indicated herein, Buyer represents: (1) that a satisfactory inspection has been made of the property, (2) that Buyer agrees to accept the property in its present

condition, except as may be otherwise provided herein, and (3) that it acknowledges the Property is being conveyed AS IS, WHERE IS and WITH ALL FAULTS.

12. ON-SITE WASTEWATER/SEPTIC SYSTEM:

Under Delaware law, the following provisions shall be set forth in all contracts for the sale of residential property with respect to properties that contain an on-site wastewater system and/or well, both of which are present on the Property. Buyer acknowledges that the Property contains a cesspool which is no longer a legal form of wastewater disposal and accepts the Property with full knowledge of same. Buyer expressly waives the remainder of the provisions pertaining to on-site wastewater disposal set forth below. Following settlement, it shall be Buyer's responsibility, at Buyer's expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements. Buyer has had the opportunity to perform a well inspection prior to submission of its bid and entering into this Contract and further waives the provision pertaining to a well inspection set forth below.

Buyer hereby waives the following provisions:

(a) On-Site Wastewater/Septic System.

For all properties utilizing an on-site wastewater/septic system that are sold or otherwise transferred to other ownership, the Seller shall have the system pumped out and inspected by a Class F and Class H licensee, respectively, prior to completion of the sale. If an inspection has occurred within the previous 36 months and the Seller can provide proof of the pump out and inspection and the system is not a cesspool or seepage pit, then the inspections will suffice. It will be the Seller's responsibility to provide the Buyer with the report (Class F and Class H) indicating that the system is in working order with no major defects by N/A (date). If the Seller of an individual on-site wastewater/septic system provides proof of a licensed operator or has a service contract with a certified service provider then the Seller shall provide evidence of same to Buyer no later than the date specified herein and these requirements shall have been met.

(b) On-Site Wastewater/Septic Contingency (Buyer's Option). (Only a part of this Contract if marked yes or checked)

Notwithstanding the provisions of 12a. herein, the Buyer may elect to have their own on-site wastewater/septic system inspection by a Class H system inspector (see list at www.dnrec.delaware.gov) of Buyer's choice and at Buyer's expense, to verify that the on-site wastewater/septic system is in working order with no major defects. This shall be in addition to 12a. herein and shall not relieve the Seller from the provisions of 12a. In such event Buyer must provide Seller with a copy of the written report describing any major defect by N/A (date).

(c) Well Water Contingency. (Only a part of this Contract if marked yes or checked)

Buyer may have the water inspected by a water testing company of Buyer's choice, at Buyer's expense, to verify that the well is in working order with no major defects, and there is an absence of total coliform bacteria, and meets EPA standards for

nitrate, chloride, and lead. Buyer must provide Seller with a copy of the written report describing any major defect. Report of major defects, if any, due to Seller by _____ N/A _____ (date).

13. **ACCESS TO PROPERTY:** Buyer acknowledges that there is no direct access to the Property and that, following settlement, it shall be Buyer's sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be Buyer's sole cost and expense.
14. **SELLER(S)'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT:** Buyer hereby acknowledges they received a copy of the Seller's Disclosure of Real Property Condition Report ("Seller's Disclosure") before Buyer entered into this Contract (as required by law). The Report must be signed by the Buyer and Seller and becomes a part of this Contract of Sale. Seller shall disclose and repair any defect that occurred after the date of the Report but prior to final settlement, unless waived in writing by the Buyer. Seller warrants the property condition disclosure statement accurately reflects the known condition of the property as of the date of this Contract. A copy of the Seller's Disclosure is attached hereto as Exhibit B and is incorporated herein by reference.
15. **DISCLOSURE OF LEAD BASE PAINT AND LEAD BASE PAINT HAZARDS:** Every Buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If this residential dwelling was built prior to 1978 the Buyer hereby acknowledge they received a copy of the disclosure of information on lead base paint and lead base paint hazards containing a lead warning statement before entering into this contract (as required by law). The disclosure must be signed by the Buyer and Seller and becomes a part of this Contract of Sale. A copy of the Lead-Based Paint Disclosure is attached hereto as Exhibit C and is incorporated herein by reference.
16. **RADON DISCLOSURE:** Delaware law requires that every Buyer of any interest in residential real property on which a residential dwelling exists shall be notified that said property may present the potential for exposure to radon. The Seller of any interest in residential real property on which a residential dwelling exists is required to provide the Buyer with any information on radon from tests or inspections in the Seller's possession and notify the Buyer of any known radon hazards. Pursuant to 6 Del. C. § 2572A Seller shall complete and execute the required Radon Disclosure Notice and provide it to the Buyer prior to this Contract's execution and Buyer shall acknowledge receipt of same in writing. A copy of the Radon Disclosure is attached hereto as Exhibit D and is incorporated herein by reference.
17. **FAIR HOUSING:** All Parties agree to comply with all Fair Housing and Civil Rights laws in the purchase and sale of the property and further agree specifically not to discriminate against any person because of RACE, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, AGE, OR HANDICAP.
18. **FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if; (a) the purchase price exceeds three hundred thousand dollars (\$300,000.00); and (b) the Seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess

of three hundred thousand dollars (\$300,000.00). Seller represents that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at time of settlement.

19. **NO RECORDING:** This Contract shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer shall record this Contract or cause or permit it to be recorded, Seller may, at Seller option elect to treat such act as a breach of this Contract and have all the remedies provided herein.
20. **NOTICE/DELIVERY OF DOCUMENTS:** In this paragraph, the word "Contract" includes offers, counteroffers, addenda or any other notice or agreement between the parties. All agreements shall be in writing. Verbal or written communication between the parties that this Contract has been signed and ratified shall be binding on all parties and such verbal notice shall constitute delivery. Written communication shall be effective when sent. A facsimile, electronic record with electronic signature, or photocopy of a signed Contract shall constitute an original. Buyer or Seller, if there be more than one, expressly agree that notice to one shall be notice to all.
21. **ENVIRONMENTAL CONDITIONS:** Buyer is hereby advised that environmental conditions may exist about which Seller has no knowledge including but not limited to: buried fuel tanks, contamination affecting soil and drinking water, and similar conditions. Buyer may negotiate with Seller for permission to conduct environmental testing as a term or condition of this Contract. Any Contract relating to environmental testing must be in writing and signed by both Buyer and Seller. Further information can be obtained from the following agencies: United States Environmental Protection Agency, Washington DC; State of Delaware Department of Health and Social Services, Dover, DE; United States Consumer Products, Safety Commission, Washington, DC.
22. **WETLANDS/FLOOD ZONE DISCLOSURE:** If all or any portion of the Property has been designated tidal or non-tidal wetlands, this Property may be subject to federal, state and/or local government wetlands or non-tidal wetlands jurisdiction, and consequently flood delineations/determinations and flood insurance. If so, all construction and fill activities are subject to regulatory approval. Flood zone delineations/determinations, soil fill, construction, insurance, and other required approval activities are the sole responsibility of Buyer, and no other representations are made, either expressed or implied, regarding the extent to which changes can be made to the property and if residential or other structures may be placed on the subject property. Buyer may elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers and/or the Delaware Department of Natural Resources and Environmental Control.
23. **NOTICE TO THE PARTIES:** There may be a number of property characteristics, which could affect the suitability of the Property for Buyer's intended use. Therefore, Buyer may wish to have additional inspections of the Property made.
 - (a) Water quantity, quality, color, odor or taste or operating conditions of public and/or private water systems.

- (b) Location, size or operating condition of on-site sewage disposal systems.

 - (c) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities, should public utilities be extended or available to the subject Property. (Buyer should consult the appropriate authorities to determine the availability of proposed future extensions or utilities).

 - (d) The physical characteristics of the Property such as size, shape, road frontage, road access, and exact location. If the subject property is part of a recorded subdivision, Buyer may review the plat upon request at the Recorder of Deeds Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the property is specifically included as a part of this Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.

 - (e) Existing zoning or permitted uses of the Property. Buyer should contact the appropriate Zoning Office and/or a licensed professional to verify zoning and permitted uses. Property may also be subject to Tax Ditch right-of-way restrictions.

 - (f) Certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision plat, environmental laws, easements or other documents; airport or aircraft noise; planned land use, road or highways; and surface or subsurface hazardous materials, underground storage tanks, landfill or trash disposal sites. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

 - (g) Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.
24. **RESTRICTIVE COVENANTS/HOMEOWNERS ASSOCIATION:** This Property may be subject to restrictive covenants and/or a homeowners' association which may limit Buyer's use and/or improvements upon the Property. Unless made a contingency of this Contract, Buyer acknowledges that they have received and reviewed the recorded restrictions or waived their right to do so before they signed this Contract and that they agree to be bound by the restrictions. Should this property be subject to a Homeowners Association Buyer acknowledges that certain mandatory fees may be imposed and agrees to be bound by the rules and regulations of such Homeowners Association.
25. **BUYER'S DEFAULT:** If Buyer fails to deliver any payment or additional deposit, knowingly furnishes false or incomplete information to Seller, or violates or fails to perform any of the terms or conditions of this Contract, then Seller shall have the right and option to cancel this Contract and to retain any deposit money as liquidated damages for such default by Buyer, or exercise any legal or equitable right or remedy to which Seller may be entitled and in connection therewith to apply any deposit money either on account of the Purchase Price or an account of damages, as Seller may elect.

26. **SELLER'S DEFAULT:** If Seller shall, for some reason not excused herein, fail or refuse to perform Seller's obligation to Buyer, and Buyer shall not also be in default, Buyer shall either have all monies paid herein on account of the Purchase Price, including the deposit paid directly to Seller (together with such reasonable costs incurred in preparation for settlement), refunded forthwith, whereupon all rights and obligations herein shall cease and terminate, or Buyer shall have the right to seek any remedy and maintain any action against Seller to which Buyer may be entitled whether at law or in equity.
27. **UTILITY CONNECTION FEES/BUILDING TAX:** Notice to Buyer: If Buyer builds on or improves the Property being purchased herein, Buyer may be responsible for other fees to city, county, or state authorities, as well as private utility companies, for connecting the Property to utilities (sewer, water, electric, etc.) Buyer may also be responsible for realty transfer taxes on the value at cost of construction of improvements on property when the contract for construction is entered into within one year of the transfer of the underlying land. (30 Del C Chapter 54 § 5401 and 5402) These taxes would be required to be paid as a precondition of obtaining a building permit, and any adjusted amount required prior to being issued a certificate of occupancy pursuant to any state and/or local government codes.
28. **AGRICULTURAL USE:** This Property may be in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. If this is the case it can be anticipated that such agricultural uses and activities may now, or in the future, involve noise, dust, manure, and other odors, the use of agricultural chemicals, and nighttime farming operations. The use and enjoyment of this Property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities. In certain instances governmental authorities require a deed restriction to this effect when properties are located in the vicinity of land used for agricultural purposes.
29. **NOTICES:** Any notice under this Contract shall be in writing and shall be deemed to have been given when (i) delivered in person, (ii) sent by facsimile to the fax number listed below (if any) (provided that such notice is also sent the same day by U.S. first class mail, postage prepaid, addressed to the parties as set forth below), (iii) delivered by Federal Express or other reputable overnight courier service, or (iv) Three (3) days after same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Buyer:	<u>CIA Services LLC</u> <u>Curtis Jones</u> <u>29227 Conaway Rd</u> <u>Millsboro DE 19966</u>	Buyer's Initials as to all <u> </u> Seller's Initials as to all
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Seller: Sussex County
 2 The Circle
 P.O. Box 589 Georgetown,
 DE 19947
 Attention: Todd F. Lawson

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

30. **TIME IS OF THE ESSENCE.** Buyer acknowledges that time is of the essence with respect to each term of this Contract.

31. **MISCELLANEOUS:**

- (a) The paragraph captions are for convenient reference only and are not intended to limit or enlarge the substance of this Contract.
- (b) The singular forms "Buyer" and "Seller" are used in this Contract solely as a convenience and are intended to include all parties who are Buyers or Sellers. Where applicable and when necessary, when referring to the parties, the singular shall include the plural and the plural shall include the singular.
- (c) Buyer and Seller agree that they have read and fully understand this Contract, including the Seller's Disclosure of Real Property Condition Report, Lead-Based Paint Disclosure and Radon Disclosure (if applicable), that it contains the entire agreement between them and that they do not rely on any other written or oral representation of statement not expressly written in this Contract, including any statement or fact or opinion contained in any advertisement, listing agreement, multiple listing description or multiple listing information sheet or made by Seller, any broker, salesperson, or any agent or employee of any of them.
- (d) If settlement does not take place Buyer and Seller shall each be responsible to pay for services ordered on their behalf, unless otherwise provided for herein.
- (e) The parties hereto agree to execute and deliver any other instrument(s) or document(s) that may be necessary or convenient to carry into effect the provisions of this Contract, and the parties agree to otherwise cooperate in good faith as may be necessary to complete the settlement contemplated herein.
- (f) This Contract may not be modified or changed except by written instrument executed by all parties.
- (g) Buyer may assign its rights under this Contract with Seller's prior written consent which shall not be unreasonably withheld.
- (h) The Tax Identification Numbers of Seller and Buyer shall be provided when requested by the title company.
- (i) Any and all other documents required to be executed by the title company in order for them to issue title insurance covering the Premises at standard rates and with only the Permitted Exceptions.

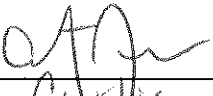
- (j) This Contract shall be governed by and construed under the laws of the State of Delaware.
- (k) This Contract shall be binding not only upon the parties themselves, but upon their heirs, executors, administrators, successors or assigns as well.
- (l) This Contract is not binding until signed by and delivered to all parties.
- (m) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.

32. **FINAL ACCEPTANCE:** This Contract is not binding until it has been approved by the Sussex County Council and has been signed by and delivered to all parties.

IN WITNESS WHEREOF, the Buyer and Seller have hereunto set their hands and seals on the respective dates set forth below.

BUYER:

Witness


_____(SEAL)
Curtis Jones
Print Name of Buyer

8/25/22
Date

Witness

_____(SEAL)

Print Name of Buyer

Date

SELLER:

SUSSEX COUNTY, a political subdivision of the State of Delaware

Witness

By: _____(SEAL)
Todd F. Lawson, Sussex County Administrator

Date

Exhibit A Survey

PROPERTY SURVEY

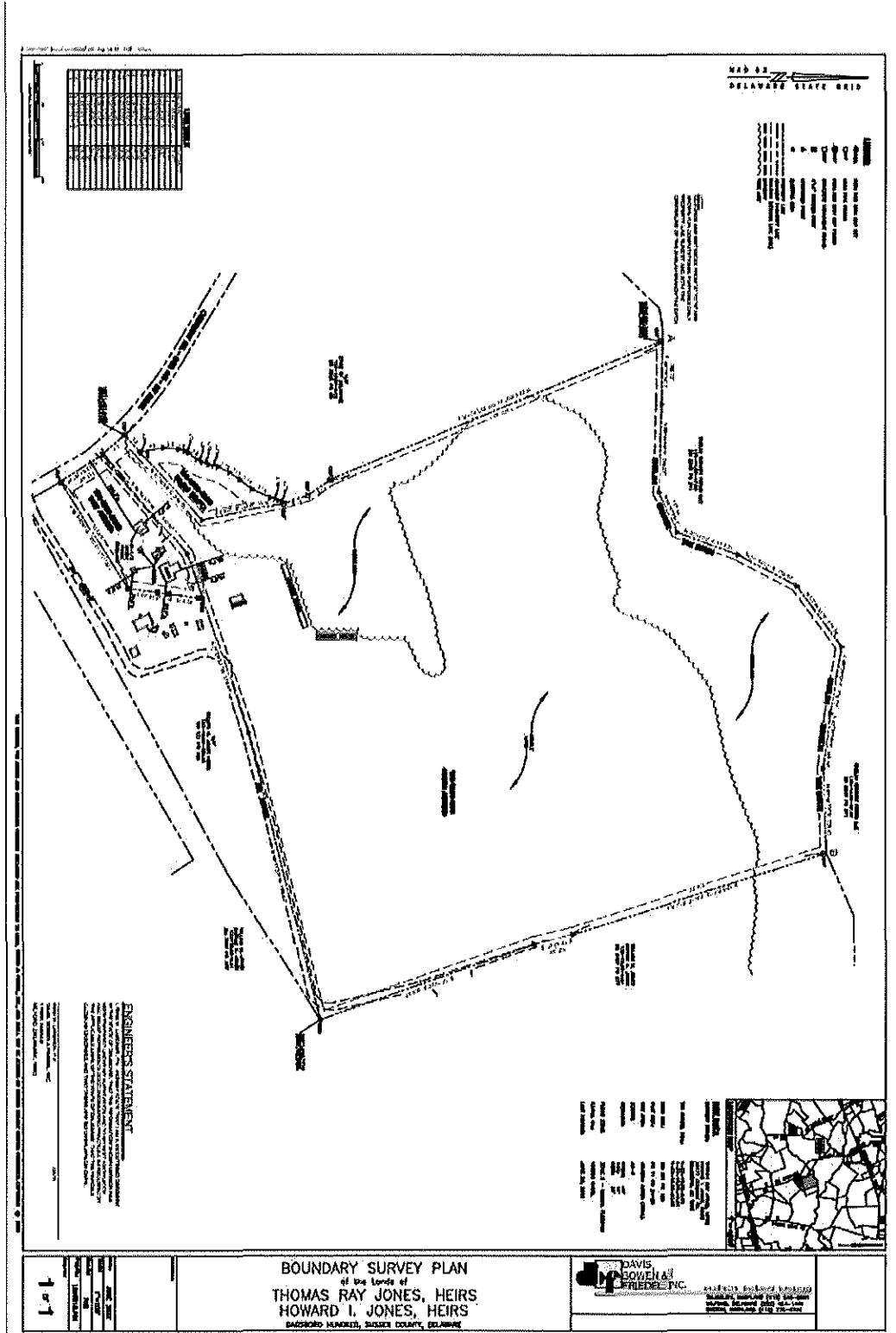


Exhibit B
Seller's Disclosure of Real Property Condition Report



**SELLER'S DISCLOSURE OF REAL PROPERTY
CONDITION REPORT**

State of Delaware

Approved by the Delaware Real Estate Commission 5/11/17 (effective 10/1/17)

Seller(s) Name: Sussex County Council

Property Address: 133-18.00-20.00

Approximate Age of Building(s): Unknown Date Purchased: 2022

Chapter 25, Title 6 of the Delaware Code, requires a Seller of residential property to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. Residential property means any interest in a property or manufactured housing lot, improved by dwelling units for 1-4 families. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission, and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer; material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement. State websites containing helpful information include: Office of State Planning Coordination www.stateplanning.delaware.gov, Delaware Department of Natural Resources and Environmental Control dnrec.alpha.delaware.gov, Delaware Division of Public Health www.dhss.delaware.gov/dhss/dph, Delaware State Police Sex Offender Registry www.sexoffender.dsp.delaware.gov and other agencies listed on www.delaware.gov.

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
			I. OCCUPANCY
	X		1. Do you currently occupy this property full-time? If No, how long has it been since you occupied the property? _____ Property is your: (___ Primary Residence) (___ Second / Vacation Home) (___ Rental Property) (___ Inherited Property) (___ Other _____).
	X		2. Is the property encumbered by a (___ lease), (___ option to purchase), or (___ first right of refusal)? If Yes, describe in XVI.
		X	3. If the property is leased, have all necessary permits / licenses been obtained?
	X		4. Is the property new construction?
			5. If #4 is Yes, Seller warrants that the property (___ is) or (___ is not) exempt from providing the buyer with a Public Offering Statement as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If not exempt, in compliance with §317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any financial obligation for the buyer, and a written summary of all financial obligations created by documents in the chain of title. As evidenced by signature below, buyer has received a copy of these documents.

Page 1 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE. 19966

Seller's Initials L Seller's Initials _____ Buyer's Initials CF Buyer's Initials _____

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
			II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS / CONDOMINIUMS AND CO-OPS
	X		6. Is the property subject to any deed restrictions? If Yes, describe in XVI.
	X		7. Are you in violation of any deed restrictions at this time? If Yes, describe in XVI.
	X		8. Is the property subject to any agreements concerning affordable housing or workforce housing?
	X		9. Is the property subject to any private or public architectural review control other than building codes?
	X		10. Is the property part of a condominium or other common ownership?
	X		11. Is there a (<input type="checkbox"/> Homeowners Association), (<input type="checkbox"/> Condominium Association), (<input type="checkbox"/> Civic Association), or (<input type="checkbox"/> Maintenance Corporation) included in the deed?
	X		12. Is there a capital contribution fee due by a new owner to the Association? If yes, how much _____?
		NA	13. If #11 is Yes, are there any (<input type="checkbox"/> fees), (<input type="checkbox"/> dues), (<input type="checkbox"/> assessments), or (<input type="checkbox"/> bonds) involved? If Yes, how much? _____ and how often? _____.
	X		Are they (<input type="checkbox"/> Mandatory) or (<input type="checkbox"/> Voluntary)?
	X		14. Are there any unpaid assessments? If Yes, indicate amount _____. If Yes, describe in XVI.
	X		15. Has there been a special assessment in the past 12 months? If Yes, describe in XVI.
	X		16. Have you received notice of any new or proposed increases in fees, dues, assessments, or bonds? If Yes, describe in XVI.
	X		17. Is there any condition or claim which may result in an increase in assessments or fees? If Yes, describe in XVI.
			18. Management Company Name: _____
			19. Representative Name: _____ Phone # _____
			20. Representative E-mail Address: _____
			III. TITLE / ZONING INFORMATION
		NA	21. Does the amount owed on your mortgages and other liens exceed the estimated value of the property? If Yes, are additional funds available from Seller for settlement? _____
			22. Is your property owned (<input checked="" type="checkbox"/> In fee simple) or (<input type="checkbox"/> Leasehold) or (<input type="checkbox"/> Cooperative)?
X			23. Are there any right-of-ways, easements, or similar matters that may affect the property? If Yes, describe in XVI.
	X		24. Are there any shared maintenance agreements affecting the property? If Yes, describe in XVI.
	X		25. Are there any variance, zoning, non-conforming use, or setback violations? If Yes, describe in XVI.
		NA	26. Has the variance or non-conforming use expired or would not be transferable? If Yes, describe in XVI.
X			27. Has a title policy been issued on the property in the past 5 years?
			IV. MISCELLANEOUS
	X		28. Have you received notice from any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? If Yes, describe in XVI.
	X		29. Is there any existing or threatened legal action affecting this property? If Yes, describe in XVI.
	X		30. Are there any violations of local, state, federal laws, or regulations relating to this property? If Yes, describe in XVI.
	X		31. Does your current real estate tax amount reflect any non-transferrable exemptions -- discounts?
	X		32. Is there anything else you should disclose to a prospective Buyer because it may materially and adversely affect the property, e.g., zoning changes, road changes, proposed utility changes, threat of condemnation, noise, bright lights, odors, or other nuisances, etc.? If Yes to any, describe in XVI.
		U	33. Are all the exterior door locks in the house in working condition? If No, describe in XVI.
		U	34. Will keys be provided for each lock?
		U	35. Have you had, or do you now have, any animals (pets) in the house? If yes, what type? _____
		U	36. Is there or has there ever been a (<input type="checkbox"/> swimming pool), (<input type="checkbox"/> hot tub), (<input type="checkbox"/> spa), or (<input type="checkbox"/> whirlpool) on the property? If Yes and there are any defects describe in XVI.
		NA	37. If there is a pool, does it conform to all local ordinances? If No, describe in XVI.
			38. What is the type of trash disposal? (<input checked="" type="checkbox"/> Private), (<input type="checkbox"/> Municipal) or (<input type="checkbox"/> Other _____).

Page 2 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE. 19968

Seller's Initials L Seller's Initials _____ Buyer's Initials WJ Buyer's Initials _____

Yes	No	*	* Write in <u>U</u> if Unknown or <u>NA</u> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
			39. The cost of repairing and paving the streets adjacent to the property is paid for by: <input type="checkbox"/> The property owner(s), estimated fees: \$ _____ <input type="checkbox"/> Delaware Department of Transportation or the State of Delaware <input type="checkbox"/> City or Town <input type="checkbox"/> Other <input type="checkbox"/> Unknown Note to Buyer: Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)
X			40. Is off street parking available for this property? If Yes, number of spaces available: _____
			V. ENVIRONMENTAL HAZARDS
		U	41. Are there now or have there been any underground storage tanks on the property? For (<input type="checkbox"/> heating fuel), (<input type="checkbox"/> propane), (<input type="checkbox"/> septic), or (<input type="checkbox"/> Other _____). If Yes, describe locations in XVI.
		U	42. If the tank was abandoned, was it done with all necessary permits and properly abandoned?
		U	43. Are asbestos-containing materials present? If Yes, describe in XVI.
	X	U	44. Are there any lead hazards? (e.g., lead paint, lead pipes, lead in soil.) If Yes, describe in XVI.
		U	45. Has the property been tested for toxic or hazardous substances? Attach each test report, if available.
		U	46. Has the property ever been tested for mold, if Yes, provide the test results.
		U	47. Is there currently mold in the property? If Yes, describe in XVI.
		U	48. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? If Yes, describe in XVI.
			VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)
		U	49. Is there fill soil or other fill material on the property?
		U	50. Are there any sliding, settling, earth movement, upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood? If Yes, describe in XVI.
		U	51. Is any part of the property located in (<input type="checkbox"/> a flood zone) and / or (<input type="checkbox"/> a wetlands area)?
	X	U	52. Are there any drainage or flood problems affecting the property? If Yes, describe in XVI.
			53. Do you carry flood insurance? Agent: _____ Policy # _____
	X	NA	54. If # 53 is Yes, what is the annual cost of this policy? _____
		U	55. Have you made any insurance claims on the property in the past 5 years? If Yes, describe in XVI.
		U	56. Does the property have standing water in front, rear, or side yards for more than 48 hours after raining?
	X	U	57. Are there encroachments or boundary line disputes affecting the property? If Yes, describe in XVI.
	X		58. Are there any tax ditches crossing or bordering the property?
	X		59. Are there any swales crossing the property that are under the control of a Soil and Conservation District? If Yes, describe in XVI.
X			60. Has the property ever been surveyed?
X			61. Are the boundaries of the property marked in any way?
			VII. STRUCTURAL ITEMS
	X		62. Have you made any additions or structural changes? If Yes, describe in XVI.
		NA	63. If Yes, was all work done with all necessary permits and approvals in compliance with building codes?
		U	64. Is there any movement, shifting, or other problems with walls or foundations? If Yes, describe in XVI.
		U	65. Have the property or improvements thereon, ever been damaged by (<input type="checkbox"/> fire), (<input type="checkbox"/> smoke), (<input type="checkbox"/> wind), or (<input type="checkbox"/> flood)? If Yes, describe in XVI.
	X		66. Was the structure moved to this site? (<input type="checkbox"/> Double Wide) (<input type="checkbox"/> Modular) (<input type="checkbox"/> Other: _____)
		U	67. Is there any (<input type="checkbox"/> past) or (<input type="checkbox"/> present) water leakage in the house? If Yes, describe in XVI.
		U	68. Are there any problems with (<input type="checkbox"/> driveways), (<input type="checkbox"/> walkways), (<input type="checkbox"/> patios), or (<input type="checkbox"/> retaining walls) on the property? If Yes, describe in XVI.
		U	69. Have there been any repairs or other attempts to control the cause or effect of problems described in questions 67 and 68? If Yes, describe in XVI.
			70. Is there insulation in:
		U	The ceiling / attic?
		U	The exterior walls?
		U	Other places? Describe _____

Page 3 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE. 19966

Seller's Initials L Seller's Initials _____ Buyer's Initials CW Buyer's Initials _____

Yes	No	*	* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
		U	What type(s) of insulation does your property have? _____
		U	71. Are there any drywall issues or drywall smells? If Yes, describe in XVI.
			VIII. TERMITES, DRYROT, PESTS
		U	72. Is there, or has there been, any infestation by termites or other wood destroying insects? If Yes, describe in XVI.
		U	73. Is there or has there been any damage to the property caused by (___ termites), (___ other wood destroying insects), (___ pests), or (___ dry rot)? If Yes, describe in XVI.
		U	74. Has there been any termite or other wood destroying insect inspections made on the property subsequent to your purchase? If Yes, describe in XVI.
		U	75. Has there been any pest control inspections made on the property subsequent to your purchase. If Yes, describe in XVI.
		U	76. Has there been any termite or wood destroying insect treatments made on the property? If Yes, describe in XVI.
		U	77. Has there been any pest control treatments made on the property? If Yes, describe in XVI.
		NA	78. Is your property currently under warranty, or other coverage, by a professional pest control company? If Yes, name of exterminating company: _____
			IX. BASEMENT AND CRAWL SPACES
		U	79. Does the property have a sump pump? If Yes, where does it drain? _____
		U	80. Is there any water leakage, accumulation, or dampness within the basement or crawlspace?
		U	81. Has there been any repairs or other attempts to control any water or dampness problem in the basement or crawlspace? If Yes, describe in XVI.
		U	82. Are there any cracks or bulges in the floor or foundation walls? If Yes, describe in XVI.
			X. ROOF
		NA	83. Date last roof surface installed: _____
		U	84. How many layers of roof material are there (e.g., new shingles over old shingles)? _____
		U	85. Are there any problems with the roof, flashing, or rain gutters? If Yes or repaired under your ownership, explain in XVI.
		NA	86. If under warranty, is warranty transferable?
		U	87. Where do your gutters drain? (___ Surface) (___ Drywell) (___ Storm Sewers) (___ Other _____)
			XI. PLUMBING-RELATED ITEMS
			88. What is the drinking water source? <u>Well</u>
		NA	89. If drinking water supplied by utility, name of utility: _____
		U	90. What type of plumbing (copper, lead, cast iron, PVC, polybutylene, galvanized, unknown) is in the house? 1. Water supply _____ 2. Drainage _____
		U	91. Have there been any additions / upgrades to the original service? If Yes, describe in XVI.
		U	92. If any, was the work done by a licensed contractor?
		NA	93. If Yes to above, were the required permits obtained?
		U	94. If your drinking water is from a well, when was your water last tested and what were the results of the test? Tested on: _____, Results: _____
		U	95. When was well installed? _____ Location of well? _____ Depth of well? _____
		U	96. Is there a water treatment system? If Yes, (___ Leased) or (___ Owned)?
			97. What is the type of sewage system? (___ Public Sewer) (___ Community Sewer) (___ Septic System) (___ X Cesspool) (___ Other _____)
		NA	98. If a septic system, type: (___ Gravity Fed) (___ Capping Fill) (___ LPP) (___ Mound) (___ Holding Tank) (___ Other: _____)
		U	99. Has the septic system been pumped out by a Class F contractor and inspected by a Class H Inspector within the past 36 months?
	X		100. Is there a wastewater spray irrigation system installed on or adjacent to the property?
		U	101. Has a soil / site evaluation ever been done? If Yes, when? _____ Results? _____
		U	102. Any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related items? If Yes, describe in XVI.

Page 4 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE. 19966
 Seller's Initials L Seller's Initials _____ Buyer's Initials WJ Buyer's Initials _____

Yes	No	*	* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
		U	103. Are there any shut off, disconnected, or abandoned wells, underground water, or sewer tanks on the property? If Yes, describe locations in XVI.
		NA	104. If #103 is Yes, were they abandoned with all necessary permits and properly abandoned?
		U	105. Water heater type: (<input type="checkbox"/> Electric) (<input type="checkbox"/> Oil) (<input type="checkbox"/> Gas) or (<input type="checkbox"/> Other: _____)
			XII. HEATING AND AIR CONDITIONING
		U	106. How many heating and / or air conditioning zones are in the property? _____. If more than one, indicate the zone number next to each answer in this section and provide the answer for each zone.
		U	107. What is the type of heating system and fuel? (e.g., System: forced air, heat pump, hot water, baseboard. Fuel: oil, gas, electric, solar etc.) System: _____ Fuel: _____
		U	108. Age of furnace? _____ Date of last service? _____
	X		109. Are there any contractual obligations affecting the fuel supply, tanks, or systems? If Yes, describe in XVI.
		U	110. What is the type of air conditioning system? (e.g., central, window units) _____
		U	111. Age of air conditioning system? _____ Date of last service? _____
		U	112. Has there been any additions / upgrades to the original heating or air conditioning? If Yes, describe in XVI.
		NA	113. If question 112 is Yes, was work done by a licensed contractor?
		NA	114. If Yes to the above, were the required permits obtained?
		U	115. Are there any problems with the heating or air conditioning systems? If Yes, describe in XVI.
			XIII. ELECTRICAL SYSTEM
		U	116. What type of wiring is in the house? (copper, aluminum, other, etc.) _____
		U	117. What amp service does it have? (<input type="checkbox"/> 60) (<input type="checkbox"/> 100) (<input type="checkbox"/> 150) (<input type="checkbox"/> 200) (<input type="checkbox"/> Other: _____) Do you have (<input type="checkbox"/> Circuit Breakers) or (<input type="checkbox"/> Fuses) ?
		U	118. Does it have any 220 / 240-volt circuits?
		U	119. Do fuses blow or circuit breakers trip when two or more appliances are being used at the same time? If Yes, describe in XVI.
		U	120. Have there been any additions to the original service?
	X		121. Have any (<input type="checkbox"/> solar) and / or (<input type="checkbox"/> wind power) enhancements been made to supplement service?
		NA	122. If Yes to questions 120 or 121, was work done by a licensed electrician?
		NA	123. If Yes to the above, were the required permits obtained?
		U	124. Are there wall switches, light fixtures, or electrical outlets in need of repair? If Yes, explain in XVI.
		NA	125. Are the permits associated with questions 63, 93, 114, and 123 closed?
			XIV. FIREPLACE OR HEATING STOVE
		U	126. Fireplace Type: (<input type="checkbox"/> Wood Burning) (<input type="checkbox"/> Gas) (<input type="checkbox"/> Insert) (<input type="checkbox"/> Other: _____)?
		U	127. Heating Stove type: (<input type="checkbox"/> Wood Burning) (<input type="checkbox"/> Pellet) (<input type="checkbox"/> Other: _____)?
		U	128. Was the fireplace or heating stove part of the original house design?
		U	129. Was the fireplace or heating stove installed by a professional contractor or manufacturer's representative?
		NA	130. Are there any problems? If Yes, explain in XVI.
		U	131. When were the flues / chimneys last cleaned, serviced or repaired? _____ Explain nature of service or repair in XVI.

XV. MAJOR APPLIANCES AND OTHER ITEMS

(A) Are you aware of any problems affecting the following areas? If Yes, describe in XVI.

	Yes	No	NA
Collings		X	
Floors		X	
Patios / Decks / Porches			U

	Yes	No	NA
Exterior Walls		X	
Interior Walls		X	
Windows		X	
Driveways		X	
Outside Walkways		X	

Page 5 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE, 19966

Seller's Initials LS Seller's Initials _____ Buyer's Initials OW Buyer's Initials _____

(B) Are the following included items in working order? Note: The Agreement of Sale will specify and govern what is included or excluded. If an item does not convey or does not exist, leave the yes / no fields blank. SEE ADDITIONAL INFORMATION

YES	NO	YES	NO	YES	NO
<input type="checkbox"/>	<input type="checkbox"/> Range with oven	<input type="checkbox"/>	<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/>	<input type="checkbox"/> Wall Mounted Flat Screen TV # _____
<input type="checkbox"/>	<input type="checkbox"/> Range Hood-exhaust fan	<input type="checkbox"/>	<input type="checkbox"/> Drapery/Curtain rods	<input type="checkbox"/>	<input type="checkbox"/> Wall brackets for TV # _____
<input type="checkbox"/>	<input type="checkbox"/> Cooktop-stand alone	<input type="checkbox"/>	<input type="checkbox"/> Shades/Blinds	<input type="checkbox"/>	<input type="checkbox"/> Surround sound system & controls
<input type="checkbox"/>	<input type="checkbox"/> Wall Oven(s) # _____	<input type="checkbox"/>	<input type="checkbox"/> Cornices/Valances	<input type="checkbox"/>	<input type="checkbox"/> Solar Equipment
<input type="checkbox"/>	<input type="checkbox"/> Kitchen Refrigerator	<input type="checkbox"/>	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/> Attached Antenna/Rotor
<input type="checkbox"/>	<input type="checkbox"/> with icemaker	<input type="checkbox"/>	<input type="checkbox"/> Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/> Garage Opener(s) # _____
<input type="checkbox"/>	<input type="checkbox"/> Refrigerator(s)-additional # _____	<input type="checkbox"/>	<input type="checkbox"/> Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/> with remote(s) # _____
<input type="checkbox"/>	<input type="checkbox"/> Freezer -free standing	<input type="checkbox"/>	<input type="checkbox"/> Wood Stove	<input type="checkbox"/>	<input type="checkbox"/> Pool Equipment
<input type="checkbox"/>	<input type="checkbox"/> Ice Maker-free standing	<input type="checkbox"/>	<input type="checkbox"/> Fireplace Equipment	<input type="checkbox"/>	<input type="checkbox"/> Pool cover
<input type="checkbox"/>	<input type="checkbox"/> Dishwasher	<input type="checkbox"/>	<input type="checkbox"/> Fireplace Screen/Doors	<input type="checkbox"/>	<input type="checkbox"/> Hot Tub, Equipment
<input type="checkbox"/>	<input type="checkbox"/> Disposal	<input type="checkbox"/>	<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/> with cover
<input type="checkbox"/>	<input type="checkbox"/> Microwave	<input type="checkbox"/>	<input type="checkbox"/> Window A/C Units # _____	<input type="checkbox"/>	<input type="checkbox"/> Sheds/Outbuildings # _____
<input type="checkbox"/>	<input type="checkbox"/> Washer	<input type="checkbox"/>	<input type="checkbox"/> Attic fan	<input type="checkbox"/>	<input type="checkbox"/> Playground Equipment
<input type="checkbox"/>	<input type="checkbox"/> Dryer	<input type="checkbox"/>	<input type="checkbox"/> Whole house fan	<input type="checkbox"/>	<input type="checkbox"/> Irrigation System
<input type="checkbox"/>	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/> Bathroom Vents/Fans	<input type="checkbox"/>	<input type="checkbox"/> Water Conditioner (owned)
<input type="checkbox"/>	<input type="checkbox"/> Water Filter	<input type="checkbox"/>	<input type="checkbox"/> Window Fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/> Water Conditioner (leased)
<input type="checkbox"/>	<input type="checkbox"/> Water Heater	<input type="checkbox"/>	<input type="checkbox"/> Ceiling Fan(s) # _____	<input type="checkbox"/>	<input type="checkbox"/> Fuel Storage Tank(s) (owned)
<input type="checkbox"/>	<input type="checkbox"/> Sump Pump	<input type="checkbox"/>	<input type="checkbox"/> Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/> Fuel Storage Tank(s) (leased)
<input type="checkbox"/>	<input type="checkbox"/> Storm Doors	<input type="checkbox"/>	<input type="checkbox"/> with attachments	<input type="checkbox"/>	<input type="checkbox"/> Security/Monitoring Systems (owned)
<input type="checkbox"/>	<input type="checkbox"/> Screens (where present)	<input type="checkbox"/>	<input type="checkbox"/> Intercoms	<input type="checkbox"/>	<input type="checkbox"/> Security/Monitoring Systems (leased)
		<input type="checkbox"/>	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/>	<input type="checkbox"/> Solar Equipment (owned)
		<input type="checkbox"/>	<input type="checkbox"/> with controls & Remote(s)	<input type="checkbox"/>	<input type="checkbox"/> Solar Equipment (leased)

XVI. ADDITIONAL INFORMATION

If you were directed to this section to clarify an answer, or if you indicated there is a problem with any of the items in sections I through XV, provide a detailed explanation below, or on additional sheet(s). Attach additional sheets if needed.

Question Number	Additional Information
B	There has been no inspection or inventory of the interior or exterior of the dwelling or outbuildings on the property. There is no information on the presence of any equipment or appliance nor condition if it is present. Please reference sections VII.-XV.
*	The property does not have access from Conaway Road. The purchaser of this parcel will be required to obtain all necessary approvals and permits from DEIDOT for an entrance to the property off Conaway Road and will be required to construct the entrance at its sole cost and expense.

Are there additional problems, clarification, or document sheets attached? No Yes

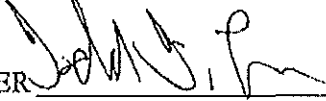
Number of Sheets Attached _____

Page 6 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE. 19966

Seller's Initials L Seller's Initials _____ Buyer's Initials aw Buyer's Initials _____

ACKNOWLEDGMENT OF SELLER

Seller has provided the information contained in this report. This information is to the best of Seller's knowledge and belief is complete, true, and accurate. Seller has no knowledge, information, or other reason to believe that any defects or problems with the property have been disclosed to, or discussed with, any Real Estate Agent or Broker involved in the sale of this property, other than those set forth in this report. Seller does hereby indemnify and hold harmless any Real Estate Agent involved in the sale of this property from any liability incurred as a result of any third-party reliance on the disclosures contained herein, or on any subsequent amendment hereto. Seller's Broker and / or Cooperating Broker, if any, is / are hereby authorized to furnish this report to any prospective Buyer. This is a legally binding document. If not understood, an attorney should be consulted.

SELLER  Date July 29, 2022 SELLER _____ Date _____

SELLER _____ Date _____ SELLER _____ Date _____

Date the contents of this Report were last updated: July 29, 2022

ACKNOWLEDGMENT OF BUYER

Buyer is relying upon the above report, and statements within the Agreement of Sale, as the representation of the condition of property, and is not relying upon any other information about the property. Buyer has carefully inspected the property and Buyer acknowledges that Agents are not experts at detecting or repairing physical defects in property. Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. Unless stated otherwise in my contract with Seller, the property is real estate being sold in its present condition, without warranties or guarantees of any kind by Seller or any Agent. Buyer has received and read a signed copy of this report. Buyer may negotiate in the Agreement of Sale for other professional advice and / or inspections of the property. Buyer understands there may be projects either planned or being undertaken by the State, County, or Local Municipality which may affect this property of which the Seller has no knowledge. Buyer further understands that it is Buyer's responsibility to contact the appropriate agencies to determine whether any such projects are planned or underway. If Buyer does not understand the impact of such project(s) on the property being purchased, Buyer should consult with an Attorney. Buyer understands that before signing an Agreement of Sale, Buyer may review the applicable Master Plan or Comprehensive Land Use Plan for the County and / or appropriate City or Town Plans showing planned land uses, zoning, roads, highways, locations, and nature of current or proposed parks and other public facilities. This is a legally binding document. If not understood, an attorney should be consulted.

BUYER  Date 8/25/22 BUYER _____ Date _____

BUYER _____ Date _____ BUYER _____ Date _____

Exhibit C
Lead-Based Paint Disclosure

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

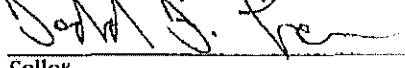
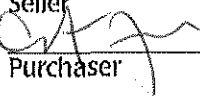
	July 29, 2022		
Seller	Date	Seller	Date
	8/25/22		
Purchaser	Date	Purchaser	Date
		Agent	Date

Exhibit D
Radon Disclosure



RADON Rights, Risks and Remedy for the Home Buyer

This information has been compiled by the Delaware Department of Health and Social Services' Division of Public Health (DPH) in conjunction with the Delaware Real Estate Commission to comply with Chapter 25, Title 6, Delaware Code §2672A - Radon Testing and Disclosure.

What are my rights regarding radon and purchasing a home? A buyer of a home in Delaware has the right to know if the property has been tested for radon and the results of that testing. This will be provided to you by a home seller on a Radon Testing and Disclosure form. The buyer also has the right to have the property tested for radon prior to settlement. The testing request can be added to an offer to purchase as a radon contingency.

What is radon? Radon is a radioactive gas. It is colorless, odorless, tasteless, and chemically inert. Unless a test is performed, there is no way to determine if and how much radon might be present in a home. It is formed by the natural radioactive decay of uranium in rock, soil, and water. Low levels of uranium occur widely in Earth's crust and can be found in all 50 states. Once produced, radon moves through the ground to the air above.

What health effects are associated with radon exposure? The Surgeon General has warned that radon is the second leading cause of lung cancer in the United States. There is currently no conclusive data on whether children are at greater risk than adults from radon. If you smoke and you are exposed to elevated radon levels, your risk of lung cancer is elevated further.

What is the "acceptable" level of radon in air? Since radon is a known human carcinogen, the U.S. Environmental Protection Agency (EPA) states that any radon exposure carries some risk. EPA recommends homes be fixed if an occupant's long-term exposure will average 4 picocuries per liter (pCi/l) or higher.

Why should I test my home for radon? Any home could have radon. Nearly one out of every 12 homes in Delaware has a radon level of 4 pCi/L or greater. The chances of elevated radon are greater in the northern half of the state and slightly lower in the southern half. The U.S. average radon-in-air level in single family homes is 1.3 pCi/L. Outdoor air that is drawn into a home can contribute to the indoor radon level. The average outdoor air level is about 0.4 pCi/L and higher in some areas. The way to know if your home, or the home you wish to purchase, has radon is to test.

What can be done to reduce radon in a home? There are several methods that a contractor can use to lower radon levels in your home. In most cases, simple systems using an underground pipe and an exhaust fan are used to reduce radon. Such systems called "sub-slab depressurization" do not require major changes to your home. These systems remove radon gas from below the home and vent it above the roof where it is quickly diluted. Similar systems can also be installed in houses with crawl spaces. Radon contractors use other methods that may also work in your home.

For additional information, visit the following websites:

Delaware Division of Public Health
Environmental Protection Agency
National Safety Council
World Health Organization
National Cancer Institute

www.dhss.delaware.gov/dhss/dph/hsp/healthyhomesradon.html
www.epa.gov/radon/
www.nsc.org/library/facts/radon/htm
www.who.int/mediacentre/factsheets/fs291/en/
www.cancer.org/cancertopics/factsheet/Risk/radon

Or you may contact the Delaware Division of Public Health, Health Systems Protection, Radon Program, located at 417 Federal Street, Dover, DE 19901; phone (302) 744-4546.

PROPERTY FACT SHEET

SEALED BID DEADLINE: August 29, 2022 at 3:00 P.M.

PROPERTY LOCATION: 29195 Conaway Rd., Millsboro, DE 19966 (Sussex County Tax Parcel No. 133-18.00-20.00)

ACREAGE: 1.497 acres, more or less

IMPROVEMENTS: Dwelling, with numerous outbuildings

DESCRIPTION: 1.497 acres with buildings historically used for agriculture/farming

UTILITIES: Private

WASTEWATER DISPOSAL: Cesspool

WATER: Well

ZONING: AR-1

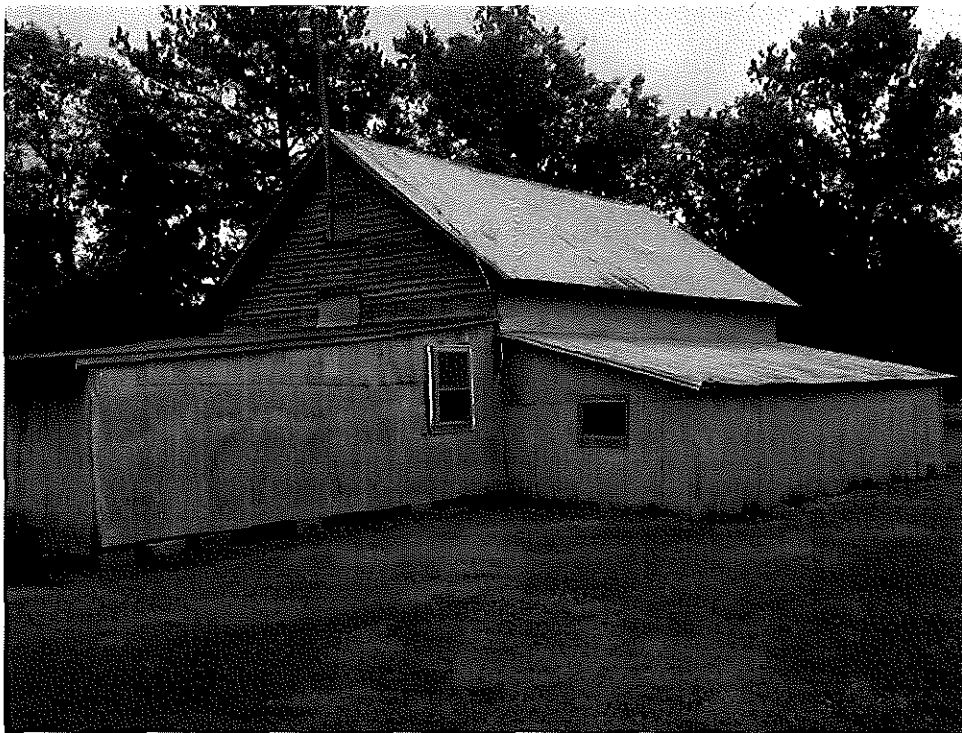
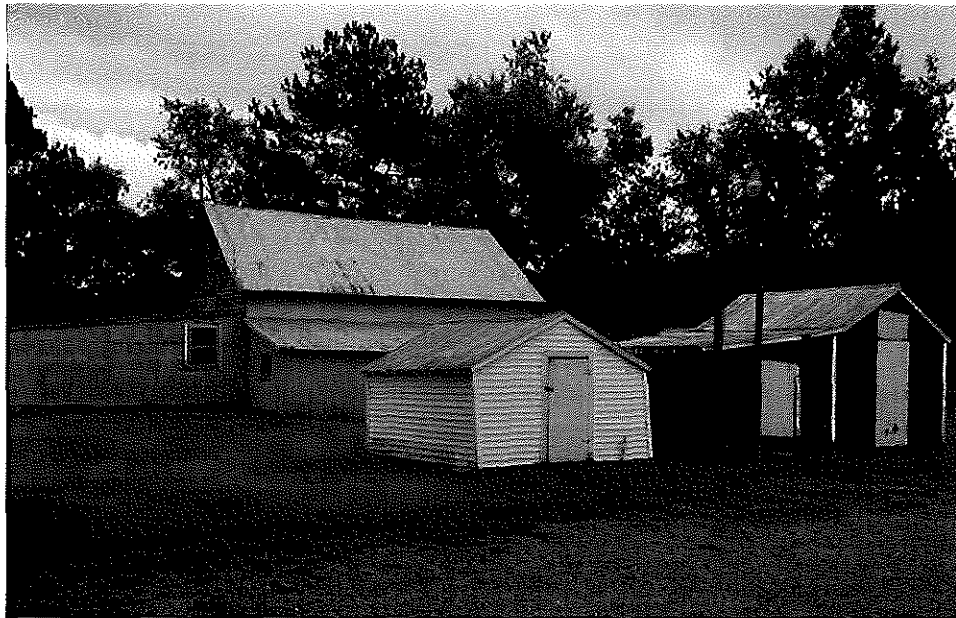
FLOOD MAP NUMBER: 10005C0450L

TAX MAP: 133-18.00-20.00

PROPERTY ACCESS: No direct access off Conaway Road. Buyer to obtain DeIDOT permits and approvals following settlement and construct entrance at Buyer's own expense.

PICTURES OF PROPERTY









SUSSEX COUNTY EMERGENCY MEDICAL SERVICES

Caring People, Quality Service

22215 Dupont Blvd. • P.O. Box 589 • Georgetown, DE 19947 • 302-854-5050 • FAX 302-855-7780

Robert W. Murray
Director



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

FROM: Robert Murray, Director 

RE: DTCC Clinical Agreement – Addendum

DATE: October 25, 2022

On August 23rd of this year, I asked for your support in approving a clinical agreement between Delaware Technical Community College Nurse Programs and Sussex County EMS. As a result of that approval, we are considered a clinical site for rotations with their Nurse Programs.

I was recently contact by the college Respiratory Care program requesting the same clinical agreement. In working with the college legal team and Ms. Klienstuber, Moore & Rutt, P.A., it was determined that the best approach would be to create an addendum to the previously approved agreement. This addendum would add the Respiratory Care program to the Healthcare Provider Agency Agreement approved in August.

We are requesting your support by approving this the addendum to the Sussex County EMS – DTCC Clinical Agreement previously approved on August 23, 2022.

Enclosure

- Proposed motion
- Addendum – Del Tech Affiliation Agreement
- Original, Sussex County EMS – DTCC Clinical Agreement

Todd F. Lawson
Administrator



Motion – Sussex County EMS – Addendum - DTCC Clinical Agreement

Be it moved that Sussex County approve the proposed addendum adding Respiratory Care to the Healthcare Provider Agency Agreement with Delaware Technical Community College.

**ADDENDUM TO
HEALTHCARE PROVIDER AGENCY AGREEMENT**

This Addendum to Healthcare Provider Agency Agreement (the “Addendum”) is entered into effective as of the ___ day of October 2022 (the “Effective Date”), by and between **Delaware Technical and Community College** (the “College”), and **Sussex County and Sussex County Emergency Medical Services** (collectively “Agency”).

This Addendum modifies the Healthcare Provider Agency Agreement between the College and the Agency to add Respiratory Care to the clinical and educational program identified in the parties’ Healthcare Provider Agency Agreement, dated August 23, 2022.

In all other respects, the parties’ Healthcare Provider Agency Agreement, dated August 23, 2022 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the respective date(s) set forth below.

Delaware Technical and Community College Sussex County

By: _____ (SEAL)
Mark T. Brainard, J.D.
President
Delaware Technical Community College

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

Attest: _____
Tracy Torbert, Clerk of the
Sussex County Council

Date: _____

Date: _____

HEALTHCARE PROVIDER AGENCY AGREEMENT

This agreement ("Agreement") between **Delaware Technical and Community College** ("College") and **Sussex County** and the **Sussex County Emergency Medical Services** (collectively "Agency") is made and entered into this 31 day of August, 2022.

RECITALS

Whereas, the College's Department of Nursing trains health care providers, exclusive of students in the Registered Nurse ("RN") to Bachelor of Science in Nursing ("BSN") Program; and

Whereas, the Agency is equipped with the facilities and professional staff necessary to provide an educational experience to the College's students; and

Whereas, the Agency is prepared to provide the College's health care students with opportunities for clinical learning and practice; and

Whereas, the parties mutually desire to advance student training and education, assist in meeting the demand for health care personnel, and make available better health services to patients in the community.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

COLLEGE RESPONSIBILITIES:

1. Assignment of Students: The College will select qualified students to participate in the clinical education program (the "Program"). The College will assign only those Students who have satisfactorily completed those portions of the College curriculum that are prerequisites to the clinical education participation.
2. Schedule of Program and Assignments: The College will assume full and final responsibility for the planning and implementation of the education program including administration, programming, curriculum content, faculty appointment, selection of students, and their matriculation, promotion, and graduation.

The College will assign students and plan individual schedules of student assignments in each program. Each plan shall include dates, names, and numbers of students, time and clinical area to be utilized. The planned schedule shall be submitted to the appropriate office at least one (1) month before the beginning date of the clinical education program.

3. Right to Withdraw Student from Program: College may withdraw a Student from the program at any time, upon written notice to the Agency.

4. Anticipated Changes: The College agrees to advise the Agency of anticipated changes in the student's program, within a reasonable time prior to such time the changes take effect.
5. Ability to Participate: The College will have on file the proof of state registration, current licensure, certification, and/or appropriate credentials of all College faculty engaged in clinical supervision. The College shall provide copies of such documentation to the Agency upon request.

The College will conduct all Agency required checks and screenings of students and instructors in the program, including, but not limited to: criminal background checks; child protection registry check; elder abuse registry check; valid Visa for non-US citizen students; drug screenings; or such other requirements as Agency may reasonably deem necessary, or as required under Delaware law. Criminal background and abuse registry checks may be obtained from web-based databases compiled and maintained by independent third-party services. The College will be permitted to rely upon a report prepared by an independent third party and makes no representations regarding the accuracy or completeness of any such information.

6. Drug Screen: The College will conduct and send to Agency the results of, a 10-panel drug screen for each student and faculty member participating in the Program. Drug screen testing must be completed within (6) six months prior to allowing either faculty members or students to participate in Program. Any individual with a positive drug screen, without medical justification and certification by a licensed healthcare provider, will not be eligible for participation in the Program. College shall comply with all applicable laws when either performing or subcontracting the performance [through a third-party source] of such tests.
7. Health Examinations: The College will assure that the students have on record a physical examination, including, but not limited to annual tuberculosis screening ("PPD") or Chest x-ray and immunizations and/or proof of immunity (including a history of disease) for measles, mumps, rubella, varicella, poliomyelitis, diphtheria, and tetanus according to the standards for adult immunizations as determined by the Delaware Department of Health and Mental Hygiene and the Immunization Practices Advisory Committee. The College will provide the Agency with copies of the students' immunization records, including Hepatitis B referenced in paragraph 8 below, upon request.
8. Hepatitis: The College will require that the students of the College be vaccinated against the Hepatitis B Virus, unless:

6.1 Any of the above students have previously had antibody testing which has revealed that such person is immune to the Hepatitis B Virus.

6.2 For any of such students, competent medical authority stating that the vaccine is contra-indicated for medical reasons; or

6.3 Written verification that such students have declined immunization of the Hepatitis B vaccination.

9. Influenza: The College shall provide documentation to the Agency that the students and faculty have been vaccinated against the Influenza Virus this season or provide documentation that the student has a medical contraindication to the influenza vaccine (history of severe allergic reaction or history of Guillain-Barre syndrome within 6 weeks of receiving the influenza vaccine). Students who have not received the influenza vaccine this season will be required to wear surgical masks in all patient care areas. If requested by Agency, the College will provide documentation of students' and faculty's influenza vaccination record.
8. COVID-19: The College will ensure that students and faculty assigned to the Agency have been fully vaccinated against COVID-19 through the Johnson & Johnson, Pfizer, or Moderna vaccines and have completed a two-week waiting period immediately following the administration of the Johnson & Johnson vaccine, or the second Pfizer or Moderna vaccines, before participating in clinical at the Agency site. If requested by Agency, the College will provide documentation of students' and faculty's COVID-19 vaccination record.
9. CPR: The College will require that the students and instructors of the College be certified in cardiopulmonary resuscitation prior to placement at the Agency if services will be provided in a patient care area. The College will provide the Agency with copies of the students' CPR certification upon request.
10. Injury or Illness: Any injury or illness including exposure to blood or body fluid which may be incurred by student while at the Agency's premises under the terms and conditions of this Agreement may be processed through the Agency's Employee Health Program and billed to the student or appropriate insurance carrier accordingly. A post-exposure evaluation may be conducted by the College's Student Health Services. The post-exposure evaluation must comply with Agency's policies and procedures and a copy of said evaluation including all laboratory testing must be provided to Agency.
11. Medical Records: The College will establish and maintain medical and training records for students in accordance with the above referred Occupational Safety and Health Administration regulations.
12. Health Insurance: The College will encourage students and faculty to carry appropriate health insurance to cover any illness or injuries which may occur while affiliating at the Agency. If an injury or illness occurs, the bill will be submitted to the student/faculty's insurance company.
13. Compliance with Applicable Laws: The College will render such services in compliance with applicable statutes, regulations, and rules of federal, state, and other governmental bodies having jurisdiction over the Agency, including but not limited to, the Occupational Safety and Health Administration ("OSHA") the reasonable policies, rules and regulations of the Agency, the standards of the Joint Commission ("JC"),

and Center for Medicare and Medicaid Services (“CMS”) and currently accepted and approved methods and practices.

The College shall ensure both students and faculty will comply with the rules and regulations, policies, and procedures of the Agency, and all terms of this Agreement, insofar as they pertain to the activities of both while in the Agency.

14. HIPAA & HITECH: Both parties agree to abide by all State and Federal regulations in particular those associated with Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). This provision shall apply to all students and faculty.
15. PHI: The students and faculty shall receive education on protected health information (“PHI”), and the College will report to the Agency any breach of PHI (whether unsecured) without unreasonable delay. Such report shall include at least the following:
 - a. The identity of each individual whose unsecured PHI was accessed, acquired, used, or disclosed during the breach.
 - b. A brief description of what happened.
 - c. The date of discovery of the breach.
 - d. The nature of the unsecured PHI that was involved.
 - e. Any steps individuals whose unsecured PHI was subject of the breach should take to protect themselves from potential harm resulting from the breach.
 - f. A brief description of what the University is doing to investigate the breach to negotiate harm to individuals whose unsecured PHI was subject to the breach and to protect against any further breaches.
16. Confidentiality: The College acknowledges that, in the course of performance of its obligations hereunder, it, its faculty and its students may come into possession of confidential and/or proprietary data and information that is not generally known to the public regarding patients, residents, agents, businesses and activities. The College agrees that, with respect to any such confidential information, it shall use the same degree of care to protect the such confidential information that the College uses to protect its own confidential information, but in any event not less than reasonable care, and it shall not use or disclose to any third party any such confidential information, except as may be required by law or court order or as otherwise provided under this Agreement. All faculty members and students who participate in the Program shall be required to sign the Release Agreement attached hereto as part of Exhibit A, which is incorporated herein by reference.
17. Liability Insurance: The College shall, at all times during the term of this Agreement, maintain the following insurance coverage for its students and faculty participating in the Program and provide evidence of the following insurance coverages:
 - a. Workers’ compensation insurance with statutory benefits as required for Delaware employers and employers’ liability insurance with minimum limits of

\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease; and \$1,000,000 policy limit for bodily injury by disease.

- b. Commercial general liability insurance with minimum combined single limits of \$3,000,000 each occurrence and aggregates. The Agency and its elected or appointed officials, officers, directors, employees, agents and consultants shall be additional insureds on this insurance, on a primary and non-contributory basis, with respect to liability arising out of or in connection with this Agreement.
 - c. Medical professional liability insurance, with a minimum of \$3,000,000.00 each occurrence and annual aggregate, applying to professional acts and services as defined and required by this Agreement;
 - d. The limits of insurance above may be satisfied with a combination of primary and excess insurance.
 - e. If any liability insurance purchased by the College is issued on a "claims made" basis, it must either: (1) Agree to provide certificates of insurance to the Agency evidencing the above coverages for a period of two years after termination of services. The certificates shall evidence a retroactive date no later than the date of this Agreement; or (2) Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force when this Agreement is terminated and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. The certificate and copy of the endorsement shall evidence a retroactive date no later than the date of this Agreement.
 - f. The College will be responsible for loss of or damage to its property, equipment and materials and shall waive all rights against the Agency and its elected or appointed officials, officers, directors, employees, agents and consultants for loss of or damage to the College's property, equipment and materials. Any insurance policies shall permit waivers of subrogation by endorsement or otherwise.
 - g. College shall furnish certificates of insurance, acceptable to Agency evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's Financial Strength Rating of "A-" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Agency.
18. Uniform: The College will assure that students will conform to a mutually agreed upon dress/uniform requirement.
19. Research: Neither students nor College faculty may conduct research involving any patient at the Agency without prior written permission by the Agency and written informed consent of the patient.

20. FERPA: Subject to the Family Educational Rights and Privacy Act of 1974, as amended, (see Paragraph 19 under Agency Responsibilities), the College agrees to provide at the request of the Agency, a student's directory information, i.e., name, address, and telephone number, should such information be needed by Agency for the purpose(s) of investigating student's activities under this Agreement. All other information regarding the student shall be provided to the Agency upon written consent by the student. This Agreement to provide such information continues even after the student's affiliation with the College and/or the Agency terminates and after the termination of this Agreement.
21. Rider Form and Release: The College shall require all faculty and student participants to complete and execute the Rider/Observer Information Form and the Sussex County Emergency Medical Services Release Agreement which is attached hereto as Exhibit A and is incorporated herein by reference. Student participants under the age of eighteen (18) are required to have the Release Agreement executed by their parent or legal guardian in order to participate in the program. Failure to do so will result in the faculty or student's exclusion from the program.

AGENCY RESPONSIBILITIES:

1. Organization: Agency shall be responsible for and retain absolute control of the organization, administration, operation and financing of its services.
2. Patient Care: The Agency will retain full and final responsibility for the supervision of patient care.
3. Clinical Facilities: The Agency shall make available to the College faculty and students, its existing clinical facilities and the educational opportunities surrounding the current clinical activities to facilitate the attainment of the specified objectives of the educational program. The Agency will allow students, whenever feasible, to participate in special functions, e.g., special clinics, programs, meetings, process groups, programs, in-service education.
4. Clinical Experience: Agency agrees to provide a clinical experience that is appropriate to a student's needs and level of experience and proficiency and that is of sufficient size and variety to ensure an optimal educational experience with Agency. Agency will provide student and faculty access to medical records and client information considered essential for the educational experience.
5. Staffing: Agency agrees to maintain a sufficient level of staff employees to provide services. Students will neither be expected nor permitted to perform services in lieu of Agency employees.
6. Space: Provide adequate space for conferences and lectures and use of the Agency library, during normal hours of operation, to the College faculty, and students. Provide facilities and services during clinical (e.g., dressing room space, parking, kitchen at own expense, etc.) that are available to other Agency personnel.

7. Orientation: Provide orientation for students and faculty of the College, including Agency identified mandatory education. Student orientation is provided through a “train the trainer” format.
8. Identification: Provide student identification within the facility, if College furnished I.D. is unacceptable to the agency. Appropriate school identification must be worn during clinical experience.
9. Emergency Care: Provide initial emergency care according to Agency’s protocol to students/faculty while on affiliation which shall be at the students/faculty expense. However, the Agency assumes no responsibility, financial or otherwise, beyond the initial first aid.
10. Blood Pathogens: In the event of student exposure to blood-borne pathogens as defined in 29 CFR 1910.1030, the Agency shall provide Post-Exposure Evaluation of the source individual in accordance with the above Occupational Safety and Health Administration regulation.
11. Injury or Illness: Any injury or illness including exposure to blood or body fluid which may be incurred by a student while at the Agency’s premises or off-site while participating in the Program under the terms and conditions of this Agreement may be processed through the Agency’s Employee Health Program and billed to the student or appropriate insurance carrier accordingly. Post-exposure evaluation may be conducted by the College’s Student Health Policy. The post-exposure evaluation must be in compliance with Agency’s policies and procedures and a copy of said evaluation including all laboratory testing must be provided to Agency.
12. Anticipated Changes: Agency shall advise the College of anticipated changes in Agency policies and procedures that affect the student’s program, within a reasonable time prior to such time the changes take effect.
13. Accreditation: Provide information necessary to assist in meeting accreditation or regulatory standards. The Agency shall be responsible for maintaining accreditation by the JC and other regulatory bodies like CMS.
14. Confidentiality: The Agency will respect the confidentiality of the student. The Agency shall not disclose or release any educational record or other information concerning a student to any person, group or entity other than the College without the student’s prior written consent and shall comply with the College’s policies concerning student access to educational records and confidentiality of student records.
15. Participant Removal: The Agency has the authority to immediately remove a faculty member or student who fails to comply with the Agency’s policies and procedures. If such removal occurs, the Agency should immediately contact the responsible College Faculty Advisor. It is understood and agreed that the Agency may withdraw the student(s) from any specific area which is not conducive to optimum learning experiences, and further may withdraw any student from any area when the student’s

actions, attitudes, or conduct may, in the Agency's judgment, have a detrimental effect on the patient or personnel.

16. Conference: Prior to the Agency removing any faculty member, employee, or student for incompetence, negligence, or unethical behavior, it shall issue written notice that detail the reason for removal and a date upon which a conference will held, which shall be within ten (10) business days of the date of the letter. At the conference, College and Agency representatives and the individual in question will have the opportunity to be heard, present witnesses and evidence. At the end of the conference, the Agency shall make a final determination which shall be non-appealable.
17. Disclosure: The Agency will inform its personnel regarding the terms of this Agreement.
18. Management: Students participating in a clinical experience at Agency will be directed and managed per Agency's policies and procedures. While engaged in the program, whether at the clinical site or off-site, the students shall be under the Agency's supervision and shall be governed by the Agency's policies relating to healthcare delivery and the student's role in it.
19. FERPA: Agency understands that the College is bound by the provisions of the Family Educational Rights and Privacy Act of 1974, as Amended, and further agrees and understands that College may not disclose or release any educational record or other information to any person, group, or entity without a student's prior written consent. Agency agrees not to disclose or release any educational record or other information concerning a student to any person, group or entity, without a student's prior written consent. Agency shall defend, indemnify and hold College harmless from all liability associated with its breach of this provision.
20. No Agency: It is expressly understood and agreed by and between the parties hereto that SCEMS is not the agent of the College, and no principal and agency relationship exists between the parties to the Agreement. It is further understood and agreed that no faculty member, student or other individual affiliated with the College having access to and utilizing SCEMS's clinical facilities and the educational opportunities surrounding the current clinical activity under this Agreement shall be deemed at any time an agent or employee of SCEMS, and SCEMS shall not be responsible or liable as a *respondeat superior* or otherwise for the actions or failure to act on the part of any such individual
21. Grant of Authority: The Sussex County Council grants authority to the Director or Deputy Director of SCEMS to execute the Sussex County Emergency Medical Services Release Agreement attached as Exhibit B on the County's behalf.

JOINT RESPONSIBILITIES:

1. Designated Representative. The Facility and College shall each designate a representative to coordinate the clinical education experience and to work with the College's instructors and Students to facilitate a meaningful experience.
2. Supervision: All students must be directly supervised while performing any treatments or interventions beyond basic patient care (i.e., giving baths, making linen changes, taking non-invasive vital signs such as temperature, pulse, respiration, blood pressure, etc.) by a College faculty member or assigned Agency personnel.
3. Enrollment: The College, Agency and the appropriate accrediting body shall mutually agree to the maximum number of students to be assigned to the Agency for the clinical experience in the Agency. The number of students within each program will be determined by the facilities available for the student's learning experience.
4. Changes in Curriculum, Program and Staff: Any changes in policies, rules, regulations, academic curriculum, availability of learning opportunities, new developments and academic or clinical program staff shall be communicated between the College and the Agency in a timely manner and as soon as is practicable.
5. Nondiscrimination: The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964, as amended, in regard to sex, age, race, color, creed, national origin, the Age Discrimination in Employment Act, as amended, American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, and other applicable laws, regulations and Executive Orders.
6. Term: This Agreement shall have an initial term for a period of two (2) years commencing on the last date written below. Provided, however, that this Agreement may be renewed for additional two-year periods upon the mutual agreement of the parties, as evidenced by an amendment to the Agreement signed by the authorized representatives of Agency and the College.
7. Termination: This Agreement may be terminated by mutual agreement or by either party giving at least 60-days' written notice to the other party. Agency will permit College's Students enrolled in the Program at Agency at the time of such termination to complete their training.

In the event of a breach of this Agreement or other conduct determined to be detrimental to either party, the Agreement can be immediately terminated. In the event of termination, the parties agree to take reasonable steps to complete the training of any participant/student in the program or clinical

8. Relationships among College, Agency and Students: The relationship between the parties to this Agreement to each other is that of independent contractors and is not to be in any manner construed to create an employment relationship between the College, the Agency and/or the student. The relationship of the parties to this

Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Neither party shall be compensated by the other as a result of the clinical experience provided.

9. Applicability: The terms of this agreement shall apply to all Delaware Technical and Community College nursing program students, except for students in the RN to BSN Program.
10. Agency Hours: The dates, days, and hours on which the facilities and resources of the Agency may be used shall be planned by the appropriate representative of the College, in consultation with the appropriate office of the Agency and mutually agreed upon.
11. Liability: Neither of the parties shall assume any liability to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defenses as a result of entering into this Agreement.
12. Governing Law: The parties agree that this Agreement shall be governed by and construed pursuant to the laws of the State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this Agreement. Furthermore, the parties hereby agree to accept service of process in any civil action arising out of this Agreement as set forth in Title 10, Chapter 31 of the Delaware Code, including but not limited to, by any form of certified mail addressed to the party.
13. County and Municipal Tort Claims Act: Nothing contained herein is intended to waive, alter, or otherwise amend Sussex County's immunity under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, nothing contained herein is intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any obligations contained in this Agreement are determined by court or arbitration order or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.
14. Sovereign Immunity: Nothing in this Agreement shall be deemed a waiver of the doctrine of sovereign immunity on the part of the State of Delaware.
15. Indemnification: Each party will indemnify the other for all liability, loss and expense resulting from the negligent acts or omissions of its agents, employees, subcontractors or assigns in performing this Agreement.

Provided however, that the College, as an instrumentality of the State of Delaware, has no obligation to indemnify Agency for any acts or omissions by the College where such claims: (1) are protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity therefor; or, (2) if such claims had been asserted directly against the College, would be protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity therefor.

Further provided however, that the Agency, as an instrumentality of Sussex County, has no obligation to indemnify the College for any acts or omissions by the Agency where such claims: (1) are protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity therefor; or, (2) if such claims had been asserted directly against the Agency, would be protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity therefor.

The indemnification for liability, loss or expense as required and qualified by the above, includes settlements, judgments, court costs, expenses of defense and attorney fees incurred by the indemnified party in connection with a suit arising out of the Agreement. Further, the Agency's and College's obligation to indemnify, if any, shall be restricted solely to the general or professional liability insurance procured by or on behalf of the Agency or College, and no other funds or assets of the Agency or College will be subject to any claim for indemnity hereunder.

16. Entire Agreement: This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, whether written or oral, between the parties hereto with respect to the subject matter thereof.
17. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this end, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If they are unable to reach such a solution within a period of forty-five (45) days, or within a period mutually agreed upon between the parties, either party may file suit in a court of competent jurisdiction in the State of Delaware.
18. Notice: Any notice required or permitted by this Agreement shall be deemed to have been completed if in writing and delivered personally or mailed by first-class, registered or certified mail, postage prepaid, to the other party:

To College: Melissa Bergstrom, RN MSN
melissa.banks@dtcc.edu
Office: 302-259-6645

Nursing Department Chairperson
Delaware Technical and Community College
21179 College Drive
Georgetown, DE 19947

To Agency: Robert W. Murray, Director
RMurray@sussexcountyde.gov
Office: 302- 854-5050

Sussex County Emergency Medical Services
PO Box 589
Georgetown, DE 19947

19. Force Majeure: Neither party shall be deemed in breach of this Agreement if it is prevented from performing any of its obligations hereunder for reasons beyond its reasonable control, including, but not limited to, acts of God, strikes, war, pandemics, changes in statutes, rules, regulations, or the interpretation thereof, to which either party is subject. In the event the services a party has agreed to provide are substantially interrupted for one of the foregoing reasons, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the affected party.
20. Counterparts; Electronic Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.
21. Amendment: This Agreement may not be altered, amended, changed, waived, or modified in any respect or particular unless the same shall be in writing signed by the parties.
22. Assignment: This Agreement shall not be assigned, in whole or in part, without the prior written consent of the other party.
23. Effective Date: This Agreement shall be effective (and shall be dated) as of the last date upon which the parties hereto have executed this Agreement, as demonstrated by the date beside the signatures on the signature page and said fully executed Agreement shall have been delivered to the party first signing this Agreement (the "Effective Date").

24. Singular and Plural: Where applicable and when necessary, when referring to the parties, the singular shall include the plural and the plural shall include the singular.
25. Date of Performance: If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.
26. No Limitation on Rights and Remedies: All obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights, and remedies otherwise imposed available by law.
27. No Waiver: A party's waiver of any right or remedy available to it in the event of any default or any breach of the terms and conditions of this Agreement shall not constitute a waiver of any succeeding default or breach of the same or other terms and conditions of this Agreement.
28. Attorneys' Fees: In the event any litigation arises out of this Agreement, each party in such litigation shall be responsible for its respective attorneys' fees and court costs.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement as of the date previously indicated.

COLLEGE:

Delaware Technical and Community College

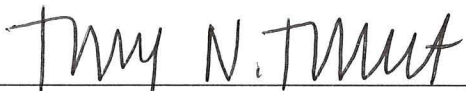


Mark T. Brainard, J.D. Date 8/31/2022
President

SUSSEX COUNTY:

Date: 8/23/22

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

ATTEST:  (SEAL)
Tracy Torbert, Clerk of the
Sussex County Council

ENGINEERING DEPARTMENT

HANS M. MEDLARZ
COUNTY ENGINEER

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

hans.medlarz@sussexcountyde.gov



Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Hans Medlarz, P.E., County Engineer
Gina A. Jennings, MPA, MBA, Finance Director
John J. Ashman, Director of Utility Planning & Design Review

DATE: October 25, 2022

RE: *Countryside Hamlet Expansion of the Unified Sanitary Sewer District Approval of SRF Funding Offer*

July 17, 2020 the Engineering Department received an email letter from the property owner of the Countryside Hamlet Mobile Home Park (Parcel 533-4.00-20.00) on Lazy Lagoon Lane in Frankford, Delaware requesting that the County consider the annexation of the community into the Unified Sanitary Sewer District. The community is an existing (47) space mobile home park served by a failing private on-site community septic system. The community is listed on DNREC's under-served communities list.

The Engineering Department made a presentation to County Council to request permission to prepare and post notices for a Public Hearing on September 22, 2020. Permission was granted and the Department proceeded to the Public Hearing held on October 27, 2020. Immediately following the hearing County Council voted in the affirmative to approve the annexation of Countryside Hamlet into the County's Unified Sanitary Sewer District.

In December of 2021 we received notification that the project was included in the Delaware Water Pollution Revolving Loan Fund (WPCRF) Revised 2021 Intended Use Plan and that DNREC, Office of the Secretary, Environmental Finance would be soliciting loan applications for project funding consideration through the WPCRF. In February of 2022 the Engineering Department finalized the Preliminary Engineering Report and the Environmental Information Documents required for submittal of the funding application to Delaware State Revolving Fund (SRF). On February 21, 2022 these Documents were combined with the overall funding application prepared by the Finance Department and filed with DNREC for \$1,840,400.00. On October 3, 2022, the County received the Binding Commitment Letter from DNREC Environmental Finance and on the



same day the County Administrator accepted the Binding Commitment Offer and the obligating documents associated in the loan amount of \$1,840,400.00 with 100% of principal forgiveness.

The Finance and Engineering Departments now recommend introduction and ultimately approval of the associated debt ordinance authorizing the issuance of up to \$1,840,400.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Countryside Hamlet Expansion of the Unified Sanitary Sewer District.

ORDINANCE NO. [_____]

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$1,840,400 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE COUNTRYSIDE HAMLET SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the “County”) has “all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute” (the “Home Rule Power”);

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the Countryside Hamlet Septic Elimination Project, which will finance construction of a gravity collection system, a sanitary sewer pump station and a force main to discharge to Sussex County sewer on Delaware Avenue in Frankford (collectively, the “Project”);

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bonds and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bonds. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$1,840,400 (the “Bonds”) to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project, with the expectation that up to \$1,840,400 of principal forgiveness will be applied in order to reduce the principal amount of the Bonds outstanding to \$0 upon Project completion.

The monies raised from the sale of the Bonds (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bonds and any interim financing during the construction period and for a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bonds and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the reimbursement of authorized costs previously expended by the County from other funds.

Section 2. Security for the Bonds. The principal, interest and premium, if any, on the Bonds may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bonds shall contain a recital that they are issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of their validity and of the regularity of their issuance. While the Bonds are backed by the County's full faith and credit, it is expected that the debt service will be paid from revenues of the Subdivision.

Section 3. Terms of the Bonds. The Bonds shall be sold at such prices and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bonds shall bear interest at such rate or rates and shall mature in such amounts and at such times, but not exceeding twenty (20) years from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bonds. The Bonds may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bonds will be sold to the State of Delaware Water Pollution Control Revolving Fund (acting by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency).

Section 5. Details of the Bonds. The County Administrator is authorized to determine the details of the Bonds including the following: the date or dates of the Bonds; provisions for either serial or term bonds; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bonds; the denominations and designations of the Bonds; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bonds; provisions for the replacement of lost, stolen, mutilated or destroyed Bonds; and provisions for issuing uncertificated obligations and all procedures appropriate for the establishment of a system of issuing uncertificated debt. The Bonds shall be executed by the manual or facsimile signature of the County Administrator, shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bonds.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bonds is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bonds and to provide for their security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage.

The County Clerk is hereby directed to publish a notice of the adoption hereof in accordance with Section 7002(m)(2) of Title 9 of the Delaware Code, as amended.

ADOPTED this ____ day of October, 2022.

SUSSEX COUNTY, DELAWARE

Tracy Torbert
Clerk of the Council

SYNOPSIS: This Ordinance provides for the issuance of up to \$1,840,400 of Sussex County General Obligation Bonds in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of of the Countryside Hamlet Septic Elimination Project, which will finance the construction of a gravity collection system, a sanitary sewer pump station and a force main to discharge to Sussex County sewer on Delaware Avenue in Frankford (collectively, the “Project”), with the expectation that up to \$1,840,400 of principal forgiveness will be applied in order to reduce the principal amount of the Bonds outstanding to \$0 upon Project completion.

ENGINEERING DEPARTMENT

HANS M. MEDLARZ
COUNTY ENGINEER

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Sussex County
DELAWARE
sussexcountyde.gov

Memorandum

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

FROM: Hans Medlarz, P.E., County Engineer
Gina A. Jennings, MPA, MBA, Finance Director
John J. Ashman, Sr. Manager of Utility Planning & Design Review

DATE: October 25, 2022

RE: *Slaughter Beach Area Expansion of the Unified Sanitary Sewer District
Approval of SRF Funding Offer*

October of 2016, the Engineering Department met with Slaughter Beach officials laying out a path forward to become part of the Sussex County Unified Sanitary Sewer District (SCUSSD). In December of 2016, the Town passed a Resolution to have the County review the area for sewer service. The Engineering Department began an attempt to identify a suitable location for the treatment and disposal of flow from Slaughter Beach. First thoughts were to send flow to the City of Milford.

The County Engineer presented an option to the Town Commissioners in June of 2021 during a regularly scheduled meeting on a path toward joining the SCUSSD. It involved passing an ordinance requesting the County to form a district pursuant to Title 9 Del. Code § 6501, thus allowing the County Council to establish Slaughter Beach as an area of the SCUSSD under an initial boundary matching that of the municipal Town Boundary.

In August of 2021 Slaughter Beach Town Council voted 5-0 to approve an ordinance requesting Sussex County to form a sewer district for Slaughter Beach. The County received a copy of the Town of Slaughter Beach Ordinance No. 2021-05 authorizing Sussex County to provide sewer services within the municipal boundaries of the Town of Slaughter Beach. The Engineering Department made a presentation to County Council on September 21, 2021 acknowledging the receipt of the ordinance from the town and requesting Council to adopt a resolution creating the sanitary sewer district area. County Council voted in favor of passing Resolution R 023 21



establishing the Slaughter Beach Area of the SCUSSD consisting of the municipal limits of the Town of Slaughter Beach.

In January of 2022, the Engineering Department finalized the Preliminary Engineering Report and the Environmental Information Documents required for submittal of the funding application to Delaware State Revolving Fund (SRF). On February 21, 2022, the documents were combined with the overall funding application prepared by the Finance Department and filed with DNREC for a \$21,629,688.00 project. Prior to presenting to the Water Infrastructure Advisory Council for approval the County was asked to update the cost estimate to show additional EDUs in the area, this brought the total to \$21,682,488.00. On October 1, 2022, the County received the Binding Commitment Letter from DNREC Environmental Finance. October 3, 2022, the County Administrator accepted the Binding Commitment Offer and the obligating documents associated in the loan amount of \$21,682,488.00 containing \$9,450,000.00 of principal forgiveness. Upon project completion, up to \$9,450,000.00 of the principal balance will be forgiven, of the principal forgiveness, \$4,281,620.00 will be provided by CWSRF and the remaining \$5,168,380.00 will be from State Bond Bill Funds. The remaining balance of \$12,232,488.00 (approximately) will be amortized and will require semi-annual principal and interest payments in an amount sufficient to amortize the outstanding balance over the remaining term, not to exceed 30 years.

The Finance and Engineering Departments now recommend introduction and ultimately approval of the associated debt ordinance authorizing the issuance of up to \$21,682,488.00 of general obligation bonds of Sussex County in connection with the construction and equipping of the Slaughter Beach Area of the Unified Sanitary Sewer District.

ORDINANCE NO. [_____]

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$21,682,488 OF GENERAL OBLIGATION BONDS OF SUSSEX COUNTY IN CONNECTION WITH THE SLAUGHTER BEACH SEPTIC ELIMINATION PROJECT AND AUTHORIZING ALL NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Title 9, Delaware Code, Section 7001(a) Sussex County (the “County”) has “all powers which, under the Constitution of the State, it would be competent for the General Assembly to grant by specific enumeration, and which are not denied by statute” (the “Home Rule Power”);

WHEREAS, acting pursuant to its Home Rule Power, and pursuant to Title 9, Delaware Code, Chapters 65 and 67, the County has authorized the design, construction and equipping of the Slaughter Beach Septic Elimination Project, which will finance the installation of a central sanitary sewer system for the Town of Slaughter Beach to serve its 298 improved lots (394 total). Proposed sewer collection is through vacuum valve pits on the served properties and various diameter vacuum mains which will flow to a sanitary sewer pump station on the south end of the town. This pump station will then transmit flow approximately ten miles by force main to Artesian Wastewater Management’s Sussex Regional Recharge Facility. Artesian will then treat and dispose of the effluent based on the existing interchange agreement between the County and provider (collectively, the “Project”);

WHEREAS, pursuant to Title 9, Delaware Code, Section 6706, the County is authorized to issue its bonds and to pledge its full faith and credit thereto, to finance the cost of any object, program or purpose for which the County is authorized to raise, appropriate or expend money under Chapter 67 of Title 9; and

WHEREAS, acting pursuant to the aforesaid authority, the County desires to authorize the issuance of general obligations of the County to finance the costs of the Project and for the other purposes described herein.

NOW THEREFORE THE COUNTY OF SUSSEX HEREBY ORDAINS (AT LEAST FOUR FIFTHS OF THE MEMBERS OF COUNCIL CONCURRING HEREIN):

Section 1. Amount and Purpose of the Bonds. Acting pursuant to Title 9, Delaware Code, Chapters 65 and 67, Sussex County shall issue its negotiable general obligations in the maximum aggregate principal amount not to exceed \$21,682,488 (the “Bonds”) to finance or reimburse the County for a portion of the cost of the design, construction and equipping of the Project, with the expectation that up to \$9,450,000 of principal forgiveness, consisting of \$4,281,620 from the CWSRF and the remaining \$5,168,380 from the Clean Water Trust, will be applied in order to reduce the principal amount of the Bonds outstanding to \$12,232,488 upon Project completion.

The monies raised from the sale of the Bonds (including the investment earnings thereon) after the payment of the costs of issuance, shall be held in one or more Project accounts and shall be expended only for the purposes authorized herein or as may otherwise be authorized

by subsequent action by County Council. Authorized purposes include the costs of planning, constructing, acquiring and equipping the Project or any portion thereof; interest on the Bonds and any interim financing during the construction period and for a period of up to one year following the estimated date of completion; the reasonable costs of issuance of the Bonds and any interim financing; the repayment of temporary loans incurred with respect to the Project; and the reimbursement of authorized costs previously expended by the County from other funds.

Section 2. Security for the Bonds. The principal, interest and premium, if any, on the Bonds may be paid by ad valorem taxes on all real property subject to taxation by the County without limitation as to rate or amount, except as limited by Title 9, Delaware Code Section 8002 (c). Pursuant to Title 9, Delaware Code, Section 6706, the full faith and credit of the County is pledged to such payment. The Bonds shall contain a recital that they are issued pursuant to Title 9, Delaware Code, Chapter 67, which recital shall be conclusive evidence of their validity and of the regularity of their issuance. While the Bonds are backed by the County's full faith and credit, it is expected that the debt service will be paid from revenues of the Subdivision.

Section 3. Terms of the Bonds. The Bonds shall be sold at such prices and upon such other terms and conditions consistent with the provisions of this Ordinance and otherwise as the County Administrator shall determine to be in the best interests of the County. The Bonds shall bear interest at such rate or rates and shall mature in such amounts and at such times, but not exceeding thirty (30) years from the date of completion of the Project, and shall be subject to redemption, as the County Administrator shall determine.

Section 4. Sale of the Bonds. The Bonds may be issued in one or more series and shall be sold in one or more public sales or private negotiated transactions upon such terms and conditions as the County Administrator shall determine shall be in the best interest of the County. It is anticipated that the Bonds will be sold to the State of Delaware Water Pollution Control Revolving Fund (acting by and through the Delaware Department of Natural Resources and Environmental Control) (or any successor agency).

Section 5. Details of the Bonds. The County Administrator is authorized to determine the details of the Bonds including the following: the date or dates of the Bonds; provisions for either serial or term bonds; sinking fund or other reserve fund requirements; due dates of the interest thereon; the form of the Bonds; the denominations and designations of the Bonds; registration, conversion and transfer provisions; provisions for the receipt, deposit and investment of the proceeds of the Bonds; provisions for the replacement of lost, stolen, mutilated or destroyed Bonds; and provisions for issuing uncertificated obligations and all procedures appropriate for the establishment of a system of issuing uncertificated debt. The Bonds shall be executed by the manual or facsimile signature of the County Administrator, shall contain an impression of the County seal or a facsimile thereof and shall be attested by the manual signature of the County Clerk. The County Administrator shall determine the form of the Bonds.

Section 6. Debt Limit. It is hereby determined and certified, as of the effective date hereof, that the issuance of the Bonds is within the legal debt limit of the County.

Section 7. Further Action. The President of the County Council, the County Administrator, the Finance Director and the County Clerk are authorized and directed to take such other action on behalf of the County, as may be necessary or desirable to effect the adoption of this Ordinance and the issuance and sale of the Bonds and to provide for their security and to carry out the intent of this Ordinance, including the publication of notices and advertisements and the execution and delivery of customary closing certificates.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage.

The County Clerk is hereby directed to publish a notice of the adoption hereof in accordance with Section 7002(m)(2) of Title 9 of the Delaware Code, as amended.

ADOPTED this ____ day of October, 2022.

SUSSEX COUNTY, DELAWARE

Tracy Torbert
Clerk of the Council

SYNOPSIS: This Ordinance provides for the issuance of up to \$21,682,488 of Sussex County General Obligation Bonds in order to finance or reimburse the County for a portion of the costs for the design, construction and equipping of the Slaughter Beach Septic Elimination Project, which will finance the installation of a central sanitary sewer system for the Town of Slaughter Beach to serve its 298 improved lots (394 total). Proposed sewer collection is through vacuum valve pits on the served properties and various diameter vacuum mains which will flow to a sanitary sewer pump station on the south end of the town. This pump station will then transmit flow approximately ten miles by force main to Artesian Wastewater Management's Sussex Regional Recharge Facility. Artesian will then treat and dispose of the effluent based on the existing interchange agreement between the County and provider (collectively, the "Project"), with the expectation that up to \$9,450,000 of principal forgiveness will be applied in order to reduce the principal amount of the Bonds outstanding to \$12,232,488 upon Project completion.

JAMIE WHITEHOUSE, AICP
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Sussex County

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sussexcountyde.gov

Memorandum

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

From: Jamie Whitehouse, AICP, Director of Planning & Zoning

CC: Everett Moore, County Attorney

Date: October 20, 2022

RE: County Council Report for Ord. 21-06 filed on behalf of Eagle Crest Hudson Airfield

On June 7, 2022, the County Council introduced an Ordinance to amend the text and maps of the Comprehensive Plan in relation to parcels of land located at 29763 Eagles Crest Road, Milton.

The Planning & Zoning Commission held a Public Hearing on the application on August 25, 2022. At the conclusion of the meeting, the Commission closed the Public Record and deferred action on the application for further consideration. At the meeting of October 13, 2022, the Commission recommended that the County Council adopt the Ordinance, with the revisions as outlined in the motion.

Below are the minutes from the Planning & Zoning Commission meeting of August 25, 2022 and the meeting of October 13, 2022

Draft Minutes of the August 25, 2022 Planning & Zoning Commission Meeting

AN ORDINANCE TO AMEND THE TEXT AND MAPS OF CHAPTER 13 (MOBILITY ELEMENT) OF THE COMPREHENSIVE PLAN IN ADDITION TO AMENDMENTS TO THE EXISTING AND FUTURE LAND USE MAPS OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-16.00-50.02, 235-22.00-441.00, AND 235-22.00-442.00. The property is lying on the west side of Coastal Highway (Route 1), west of the intersection of Coastal Highway and Eagles Crest Road (S.C.R. 264). 911 Address: 29763 Eagles Crest Road, Milton.

Mr. Whitehouse advised the Commission that submitted into the record were letters received on behalf of the property owners, a copy of the proposed ordinance introduced at County Council on June 7, 2022, a copy of the property owners' presentation, and documents that have been submitted,



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GEORGETOWN, DELAWARE

a copy of the County's PLUS submission, a copy of the PLUS comments that were received from the State Planning Office dated July 22, 2021, a copy of the Delaware private use airport and heliport document dated August 2007, a copy of the property owner's exhibits, a copy of the technical assessment submitted on behalf of Century Engineering for Sussex County and a copy of the updates to the technical assessment. Mr. Whitehouse noted that there was one letter of comment which was included in the paperless packet.

Mr. Whitehouse stated that the request for a corrective amendment to the Comprehensive Plan of Sussex County was received by the Planning and Zoning Department from the property owners; that letter was included in the paperless packet; that following receipt of that letter there was discussion with the property owners and a PLUS submission was sent to the State Planning Office; that then an Ordinance was crafted and introduced at County Council this summer; that essentially there are three parts to the Ordinance; that the first part refers to the Future Land Use Map and the request is to change the designation from Low-density to Industrial; that the second part of the request relates to the existing Land Use Map of the County to change from the Utilities and Recreational designation to Industrial; and that the third element relates to Chapter 13 within the Comprehensive Plan to add the airport icons to recognize the airports as shown in Exhibits B & C in the paperless packet; that Mr. Drew Boyce from Century Engineering available to answer questions regarding the technical assessment; and that Staff from DelDOT are also available to answer questions the Commission may have.

Mr. Robertson stated that this is a somewhat unusual Ordinance before the Commission; that Century performed the technical assessment on behalf of the County; that the request is to make the hanger area and runway identified as industrial; that the second is to show the icons; and that the third is to amend some of the text in the Comprehensive Plan.

The Commission found that Mr. John Paradee, Esq. was present on behalf of the property owners; that Christian and Jamin Hudson, property owners are also present; that the first two map amendments are simply corrections to errors that were made in the 2018 Comprehensive Plan that eliminated designations that had been set forth in the 2008 Comprehensive Plan; that the 2018 Plan had identified the air strip and the hangers as industrial designation; that the other request is to add two icons to the maps in Chapter 13 of the Comprehensive Plan; that the power point presentation shows the history of the property, the designation in 2008, the error in the 2018 plan, the draft amendment to Chapter 13 to show the airplane icon, and there is a timeline included; that if the correction is not made it would essentially show that the industrial use was taken away from the property owners; that the icons on the map show the impact of the airport from a land use planning perspective; and that the Eagle Crest airport is the 5th largest airport in Delaware and the 2nd largest in Sussex County.

Chair Wheatley asked Staff about the process if an airport application was submitted in the AR-1 district.

Mr. Whitehouse responded that it would be a Conditional Use application.

Chair Wheatley spoke about historical use and the importance of having it correctly designated so that it cannot be taken away in the future.

Ms. Stevenson stated that it would be a good idea to have different color icons for public and private airports on the Maps in Chapter 13 of the Comprehensive Plan.

Mr. Robertson stated that there is an Agriculture Protection Notice placed as conditions on some applications and it could be reworded to mention the airstrip so that residents moving to the area would know that there is an airport close by.

Mr. Drew Boyce, Century Engineering stated that his company performed a technical assessment of DelDOT's comments regarding a public use airport versus a private airport; that the 2008 Comprehensive Plan referred to both public and private airports; that the 2018 Comprehensive Plan only refers to public airports and only identified the two public airports in Sussex County; that Century provided a technical assessment of the distinction between the two and provided some recommendations for Planning and Zoning and County Council to consider; that the recommendation to this body is that it should be technically correct in the Comprehensive Plan.

The Commission found that three people spoke in favor of the Application.

Mr. John Chirtea spoke in support of the Application. Mr. Chirtea stated that Eagle Crest Aerodrome is a great little airport and urges the support of the Commission.

Mr. Jeff King spoke in support of the Application. Mr. King stated that there are 26 or 27 homes that have access to the airstrip; that it is pretty unique to see this in the United States; that he has been involved on two airport boards; that Eagle Crest private airport is larger than Laurel public airport so it should be shown on the maps; that it is also good for future planning, for people moving to the area to know there is an airport in the area and it will be noisy; and that he supports the Hudson's proposal.

Mr. Steve Bayer, Delaware Department of Transportation (DelDOT), stated that DelDOT has no official position on this ordinance; that they are available as an information resource for the Commission; and that they offer encouragement that what appears in the final plan in terms of symbology and text be factually accurate.

Ms. Jennifer Cinelli-Miller, DelDOT, stated that she was part of the team who worked on the mobility chapter for the 2018 Comprehensive Plan; that DelDOT has no objection to the ordinance; and that the different color icons for public versus private airports are a good idea.

Mr. Joe Larrimore spoke in support of the Application. Mr. Larrimore stated that he owns parcel 50 which adjoins the area that would be changed to Industrial Zoning.

Chair Wheatley explained that the zoning will not be changed to Industrial Zoning that this Ordinance would just be a Land Map designation of Industrial and the only use would be the airport and that to put another use on that property if it is not a permitted use in the AR-1 district then it would require a new application.

Upon there being no further questions, Chairman Wheatley closed the public hearing.

At the conclusion of the public hearing, the Commission discussed the Application.

In relation to the Ordinance related to Tax Parcel No. 235-16.00-50.02, 235-22.00-441.00, and 235-22.00-442.00. Motion by Ms. Stevenson to defer action for further consideration, seconded by Mr. Hopkins and carried unanimously. Motion carried 5-0.

Draft Minutes of the October 13, 2022, Planning & Zoning Commission Meeting

The Commission discussed the Ordinance which had been deferred since August 25, 2022.

Mr. Mears moved that the Commission recommend approval of Ordinance 21-06 to amend the text and two maps within the Mobility Element of the Sussex County Comprehensive Plan and a portion of the Future Land Use Map of the Plan for parcels 235-16.00-50.01, 235-22.00-441.00 and 235-22.00-442.00 based on the record made during the public hearing and for the following reasons:

1. The Mobility Element of our Plan is contained in Chapter 13 of the Plan. The current text in the Mobility Element is insufficient in describing airports and landing strips that are located within Sussex County. It is important to identify all of these airports and landing strips so that their location is known and so that they can be taken into account during the land planning and approval process for nearby properties.
2. To more clearly identify the location of these airports and landing strips, the third bullet point of Section 13.2.3 of the Mobility Element should be modified so that the paragraphs between the first and last paragraphs of that section now state as follows:

“Laurel Airport is a privately-owned airport *that is open to the public and* [,] which is mostly [used] *utilized* for agricultural spraying and skydiving. The airport is a localized travel alternative and an important tourist attraction for the Town of Laurel.

There are also multiple private airports throughout Sussex County. These include small grass landing strips used sporadically by a single airplane to larger operations used by multiple airplanes and other aircraft (like helicopters, drones, gyrocopters and ultra-lights) for any number of uses including aerial application for mosquito control or agricultural purposes, private charters, flight schools and corporate aircraft. It is important to note the locations of these airports as a planning tool because they ought to be taken into consideration as nearby properties are developed. For example, their existence may impact the design of a site plan, or they may justify the need for a legal notice similar to the County’s Agricultural Use Protection Notice within the recorded restrictions of an adjacent development.

A listing of the private airports known to Sussex County as of September 1, 2022, is as follows (note that this listing is based upon the best information available and does not certify the continued existence of the airport, its current condition or whether it remains suitable for aircraft use):

MURPHY’S LANDING (2DE8) – Milford
HUEY (DE14) – Bridgeville
PEVEY (DE14 -- Seaford
SUGAR HILL (DE17) – Greenwood
BEEBE (DE22) – Lewes (Hospital Airport)
OCKEL FARMS (DE 23) – Milton

EAGLE CREST – HUDSON (DE25) – Milton
WEST (DE21) – Roxanna”

3. In addition to the text amendments, the maps identified at Figure 13.1-1, which is entitled “Overview of Sussex County Transportation System” and Figure 13.2-8, which is entitled “Airports, Ferries and Navigable Waterways” should be amended to include icons locating each of the airports listed in the amended text of the Plan.
4. In the 2008 Sussex County Comprehensive Plan, the Eagle Crest – Hudson Airport was classified as “Industrial Area” in that Plan’s Future Land Use Map. That reflected the airport use of the property. However, that designation did not continue in the current Future Land Use Map. There is evidence in the record that the Eagle Crest- Hudson Airport is the 5th largest Delaware airport and the 2nd largest airport in Sussex County. It is appropriate that the Future Land Use Map be amended to the Industrial Area to reflect the past, present and future use of this parcel as an airport.
5. The “Industrial Use” designation given to this property in the Plan’s Future Land Use Map is not the same thing as Industrial Zoning. It merely reflects the current and future use of the property. Although there was testimony in the record that the site will continue to be used as an airport into the future, any change in the use of the property would still require additional County public hearings and approvals.
6. No parties appeared in opposition to these changes and several parties spoke in favor of them.
7. For all of these reasons, it is appropriate to amend the text of the Mobility Element, Figures 13.1-1 and 13.2-8 of the Mobility Element, and the Future Land Use Map.

Motion by Mr. Mears, seconded by Ms. Stevenson and carried unanimously to recommend approval of Ord. 21-06, to amend the text and maps of Chapter 13 (Mobility Element) of the Comprehensive Plan in addition to amendments to the existing and Future Land Use Maps of the Comprehensive Plan in relation to Tax Parcel No. 235-16.00-50.02, 235-22.00-441.00 and 235-22.00-442.00 for the reasons and conditions stated in the motion. Motion carried 5-0.









Vote by roll call: Ms. Stevenson – yea, Mr. Hopkins – yea, Ms. Wingate – yea, Mr. Mears – yea, Chairman Wheatley – yea



Sussex County
Comprehensive
Plan

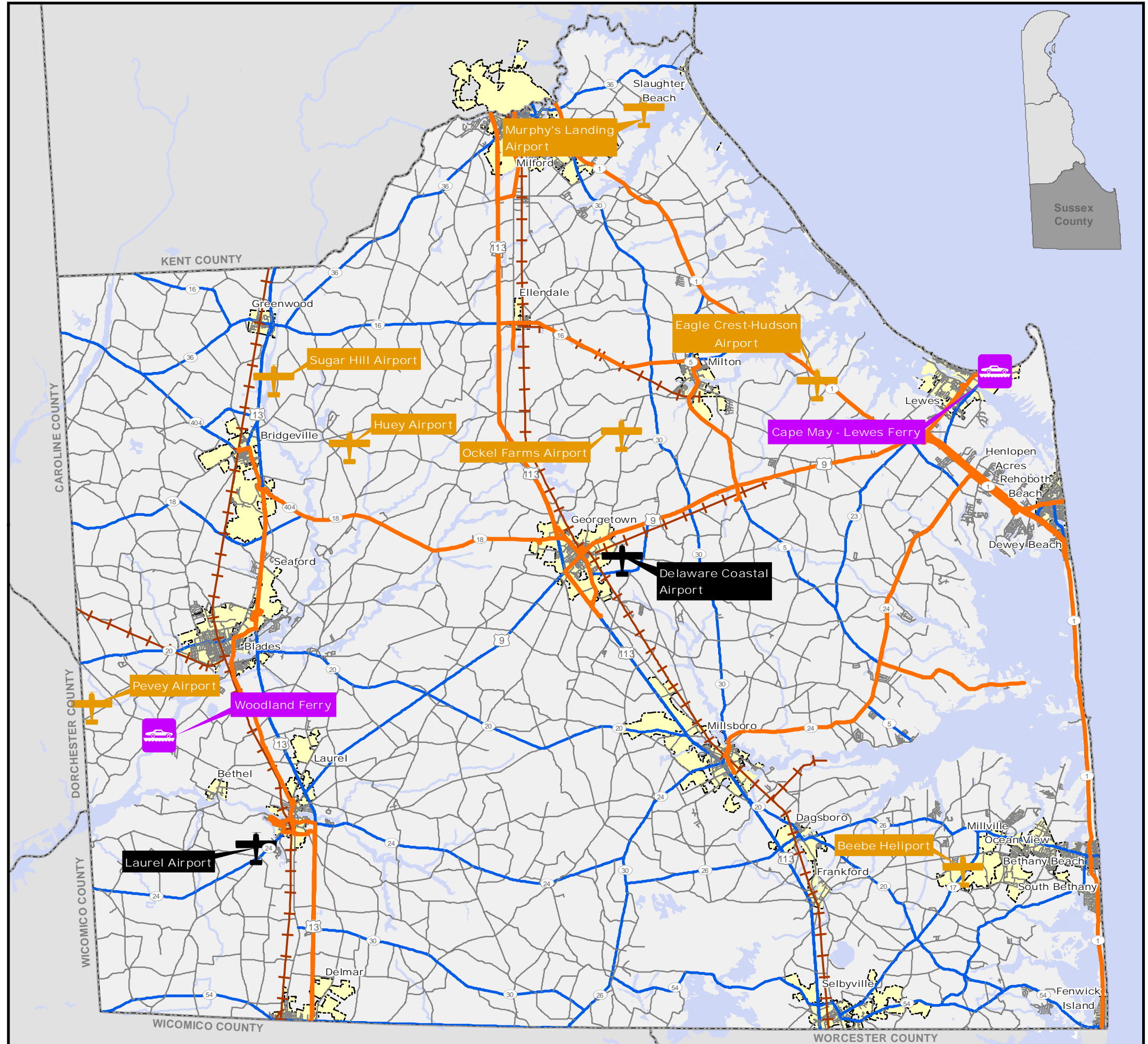
THE SUSSEX PLAN

Sussex County Transportation Network

-  Private Airport
-  Public Airport
-  Ferry
-  Transit Routes
-  Freight Rail
-  Major Roads
-  Other Roads
-  Towns

Sources: DE FirstMap, Sussex County Mapping Dept. Delaware Department of Transportation, Bureau of Transportation Statistics (RITA/BTS) National Transportation Atlas Databases (NTAD) 2006. AirNav (<http://www.airnav.com>).

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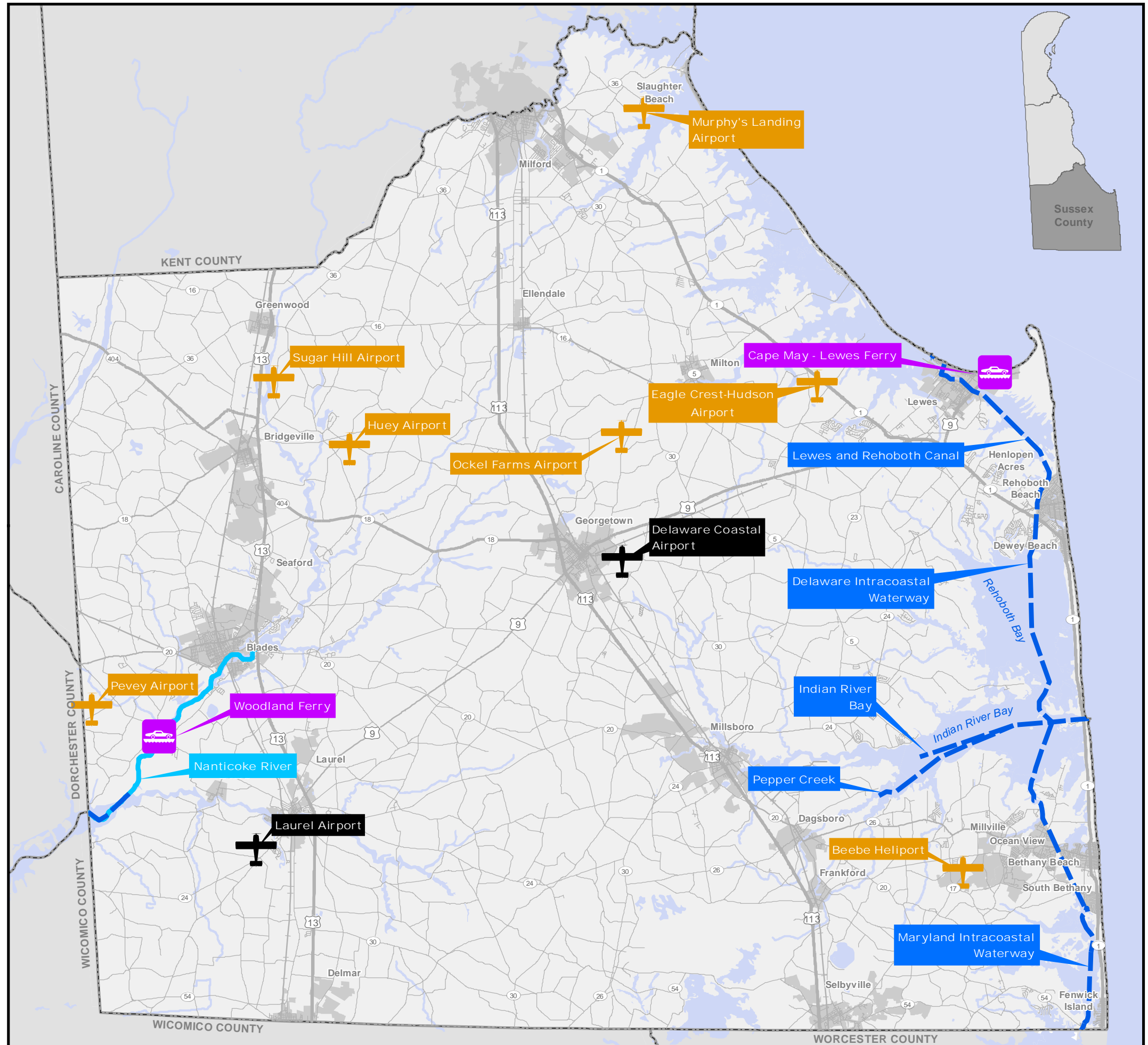
Sussex County
Comprehensive
Plan

THE SUSSEX PLAN

Sussex County Airports, Ferries, & Navigable Waterways

-  Private Airport
-  Public Airport
-  Ferry
-  National Waterway Network
-  Nanticoke River (Navigable Section)
-  County Boundaries
-  Municipalities

Sources: DE FirstMap, Sussex County Mapping Dept. Delaware Department of Transportation, Bureau of Transportation Statistics (RITA/BTS) National Transportation Atlas Databases (NTAD) 2006. AirNav (<http://www.airnav.com>).



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ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT AND MAPS OF CHAPTER 13 (MOBILITY ELEMENT) OF THE COMPREHENSIVE PLAN IN ADDITION TO AMENDMENTS TO THE EXISTING AND FUTURE LAND USE MAPS OF THE COMPREHENSIVE PLAN IN RELATION TO TAX PARCEL NO. 235-16.00-50.02, 235-22.00-441.00, AND 235-22.00-442.00.

WHEREAS, on November 30th, 2021, the Sussex County Planning and Zoning Office received an application for a Comprehensive Plan Amendment Request to amend the Existing and Future Land Use Map elements of the Comprehensive Plan to change the Area designations of Sussex County Parcel No. 235-16.00-50.02, 235-22.00-441.00 (2.79 Ac. part thereof), and 235-22.00-442.00) (the “Property”).

WHEREAS, the request received on November 30th, 2021 also included a request to amend the text and maps within the Comprehensive Plan to recognize the Property’s airport use.

WHEREAS, the Property is designated as being within the Low-Density Area as set forth in the Future Land Use Map identified as Figure 4.5-1 in the Plan, and is also designated as being within the Utilities and Recreation areas as set forth in the Existing Land Use Map identified as Figure 4.2-1 in the Plan.

WHEREAS, the Existing Land Use Map element of the 2008 Comprehensive Plan designated Parcel No. 235-16.00-50.02, Parcel No. 235-22.00-442.00 and part of Parcel No. 235-22.00-441.00 (2.79 Ac. part thereof), as being within an Industrial Area; and

WHEREAS, Sussex County Council desires to adopt this Ordinance amending the Existing and Future Land Use Maps of the Plan with minor amendments to the text and maps within the plan; and

WHEREAS, in accordance with the required process for public hearings on ordinances such as this one, both Sussex County Council and the Sussex County Planning & Zoning Commission will hold public hearings on this Ordinance, but limited in scope to this specific proposed amendments to the Existing and Future Land Use Map contained in the Plan and to the maps and text as referred to.

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. The Future Land Use Map identified as Figure 4.5-1 of the Sussex County Comprehensive Plan is hereby amended to change the Area designation of Sussex County Parcel No. 235-16.00-50.02, 235-22.00-441.00 (2.79 Ac. part thereof), and 235-22.00-442.00 from the Low-Density Area to the Industrial Area. The Sussex County

Parcel No. 235-16.00-50.02, 235-22.00-441.00 (2.79 Ac. part thereof), and 235-22.00-442.00 so changed are identified in Exhibit A, attached hereto and incorporated herein.

Section 2. The Existing Land Use Map identified as Figure 4.2-1 of the Sussex County Comprehensive Plan is hereby amended to change the Area designation of Sussex County Parcel No. 235-16.00-50.02, 235-22.00-441.00 (2.79 Ac. part thereof), and 235-22.00-442.00 from the Utilities and/or Recreation area to the Industrial Area.

Section 3. The maps within Chapter 13 (Mobility Element) are amended as follows:

- Figure 13.1-1: Overview of Sussex County Transportation System is hereby amended to add the Airports icons as shown in Exhibit B
- Figure 13.2-8: Airports, Ferries and Navigable Waterways is hereby amended to add the Airports icons as shown in Exhibit C

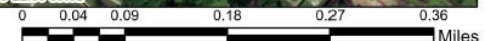
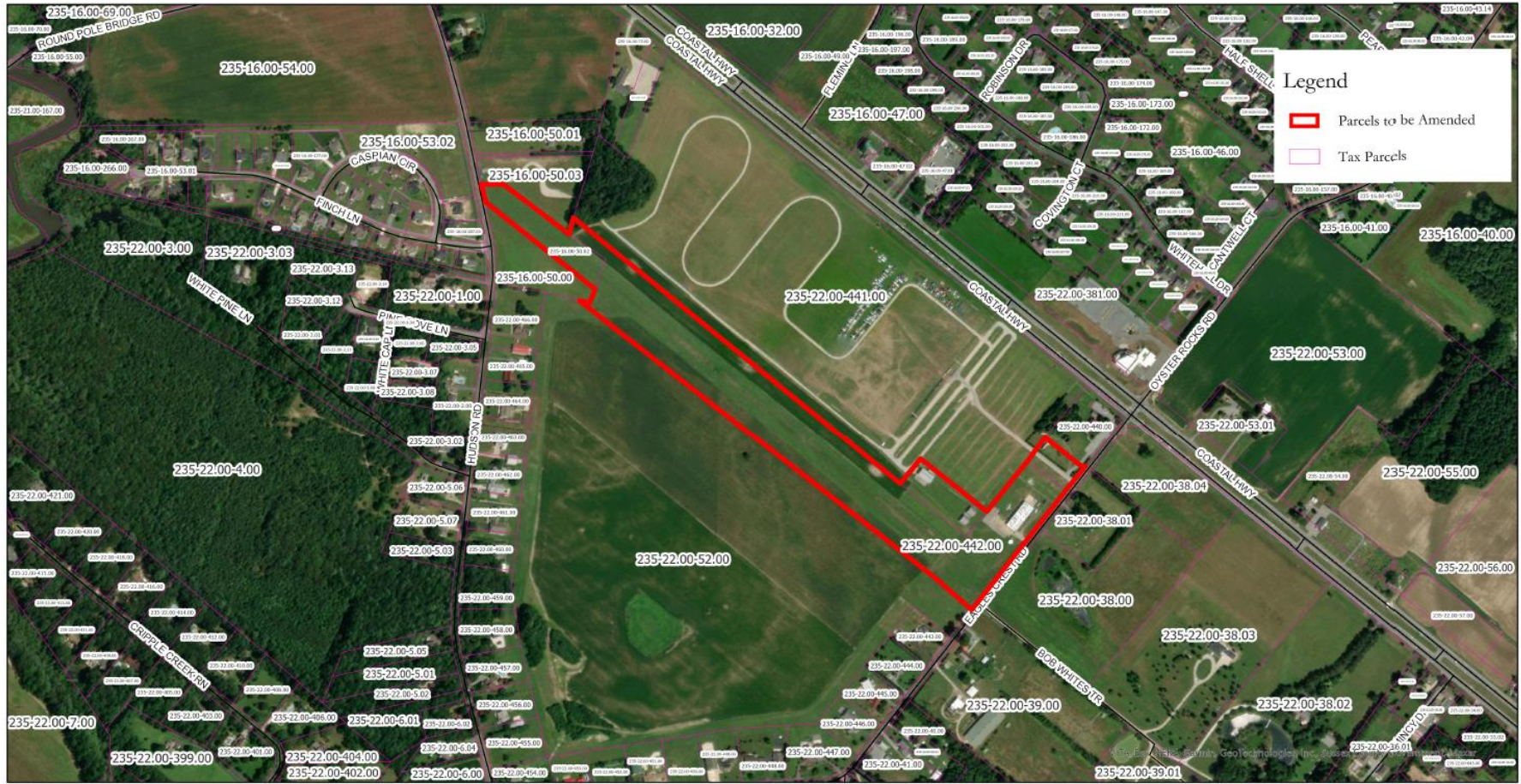
Section 4. This Ordinance shall also take effect following its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

EXHIBIT A:

Potential Comprehensive Plan
Amendment Parcels










Sussex County





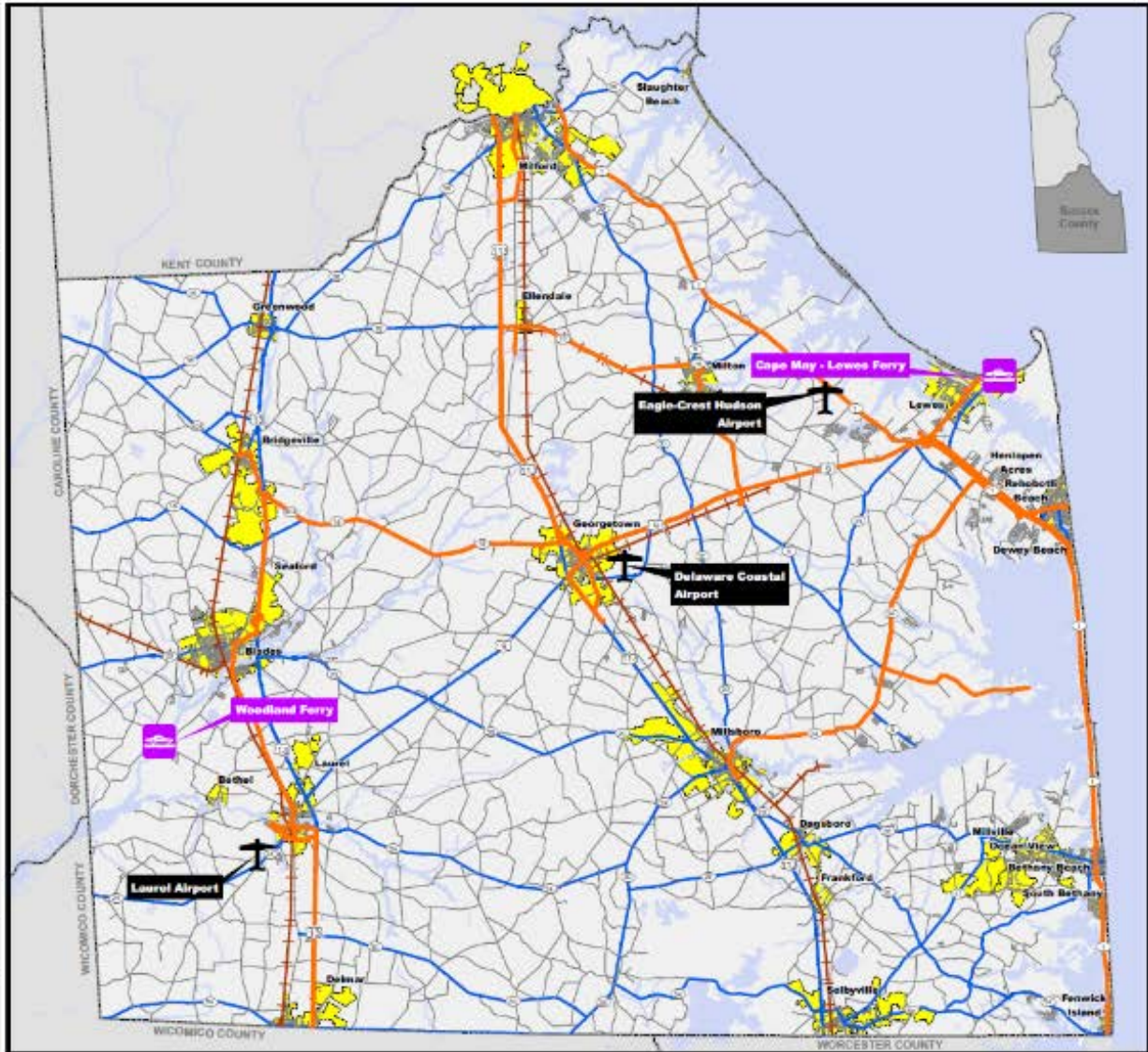
Sussex County
Comprehensive
Plan

Sussex County Transportation Network

-  Airports
-  Ferry
-  Transit Routes
-  Freight Rail
-  Major Roads
-  Other Roads
-  Towns

Sources: DE FirstMap, Sussex County Mapping Dept. Delaware Department of Transportation, Bureau of Transportation Statistics (RITA/BTS) National Transportation Atlas Databases (NTAD) 2006.

AECOM




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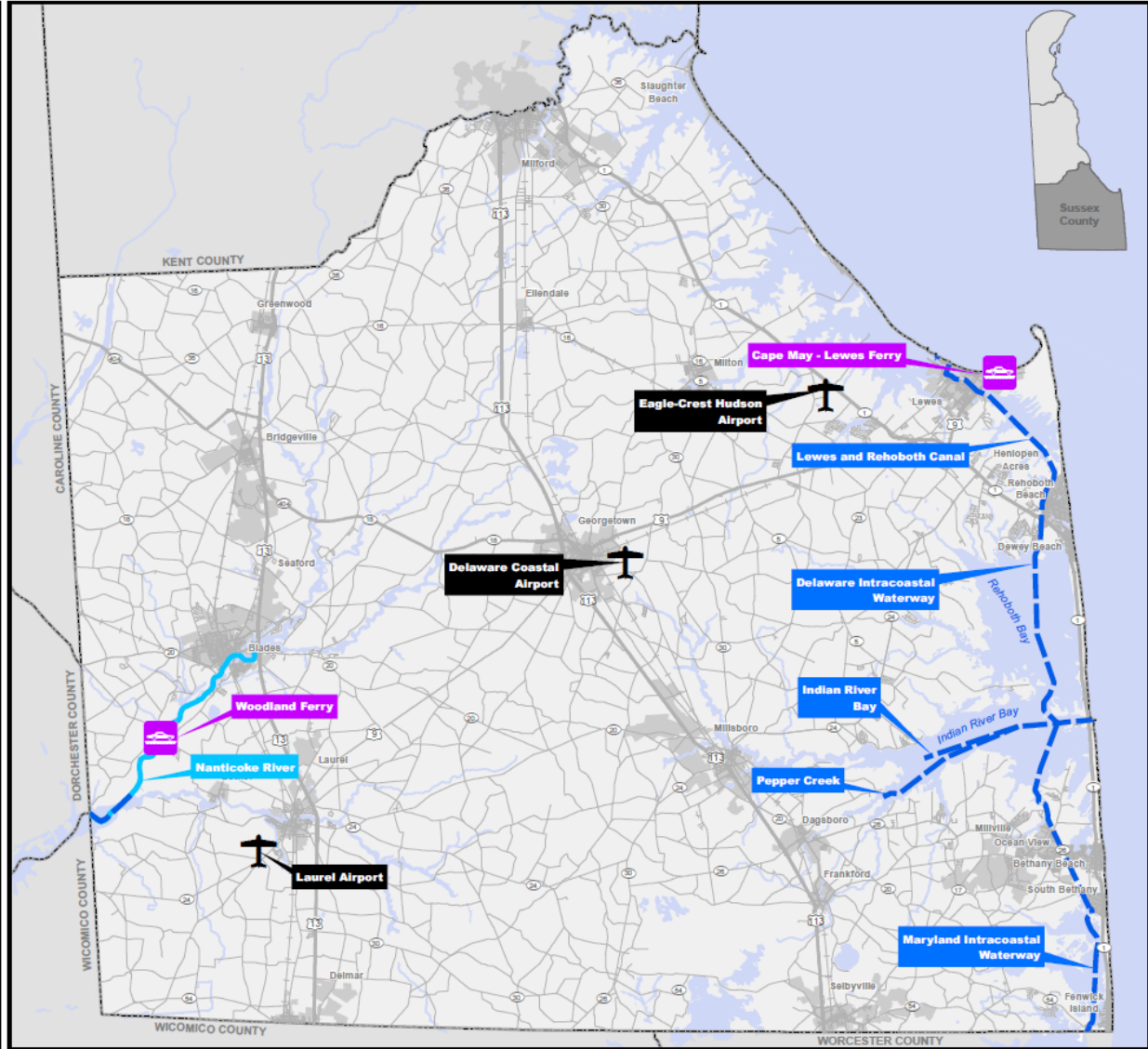


Sussex County
Comprehensive
Plan

Sussex County Airports, Ferries, & Navigable Waterways

-  Airports
-  Ferry
-  National Waterway Network
-  Nanticoke River (Navigable Section)
-  County Boundaries
-  Municipalities

Sources: DE FirstMap, Sussex County Mapping Dept. Delaware Department of Transportation, Bureau of Transportation Statistics (RITA/BTS) National Transportation Atlas Databases (NTAD) 2006.



13 5766 017 Air Sea EagleCrest Approved 11x17 3/24/2022 1:15:20 PM

Schaeffer
Yes. 10/12.

Council Grant Form

Legal Name of Agency/Organization	Cape Henlopen Educational Foundation ✓
Project Name	Teacher Grant Program
Federal Tax ID	510403370 ✓
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	The Cape Henlopen Educational Foundation (CHEF) seeks to inspire learning, and to prepare all students for a healthy, productive life in a diverse and global society. To accomplish this, we seek to engage the entire community - educators, parents, business, civic and legislative leaders - in providing students with the tools they need to excel.
Address	1270 Kings Highway
Address 2	
City	Lewes
State	DE
Zip Code	19958
Contact Person	Stephanie Mastrangelo

Contact Title CHEF Board Member - Fundraising Chair

Contact Phone Number 302-466-0811

Contact Email Address stephaniesarley@msn.com

Total Funding Request 3000

Has your organization received other grant funds from Sussex County Government in the last year? Yes

If YES, how much was received in the last 12 months? 2000

Are you seeking other sources of funding other than Sussex County Council? Yes

If YES, approximately what percentage of the project's funding does the Council grant represent? 5

Program Category (choose all that apply) Educational

Program Category Other

Primary Beneficiary Category Youth

Beneficiary Category Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 5500

Scope

The Cape Henlopen Educational Foundation has budgeted \$35,000 for teacher grants, scholarships for students in the performing arts, teacher of the year awards and the Caravan of Caring program, which provides school supplies, book bags, and hygiene supplies to low income and homeless students.

The Teacher Grant Program allows teachers to create grant opportunities for students that are not otherwise supported in normal operating budgets. This program is built upon a thorough vetting process and fiscal accountability. All teachers must submit a grant request that identifies the specific education expectations that meet state standards. The grant requests are reviewed by school district administrators and reviewed by the entire CHEF board. All teachers are expected to submit receipts and a final report.

Here are a few examples of grants approved last school year:

- 1) Julie Keefer, Choral Director, Mariner Middle Concert, \$450, serving 110 students
- 2) Jacquie Kisiel, RES, 5th grade science fair- all elementary schools, \$1000, serving 500 students

- 3) Pamela Graves, SC, Sussex Consortium Riding Program, \$1000, serving 20 students
- 4) Eileen Baker, CHSD, Homeless Birthday Bags, \$1000, serving 85 students district wide
- 5) Amy Beitzel, CHHS, Printmaking Project, \$500, serving 100 students

Religious Components

n/a

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)

32,000.00

Description

Teacher Grants, school supplies, scholarships, Teacher of Year awards

Amount

35,000.00

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL EXPENDITURES 35,000.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** -3,000.00

Name of Organization Cape Henlopen Educational Foundation

**Applicant/Authorized
Official** Stephanie Mastrangelo

Date 10/03/2022

**Affidavit
Acknowledgement** Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

VINCENT
OK. 10/12.

Council Grant Form

Legal Name of Agency/Organization	Good Samaritan Aid Organization, Inc. ✓
Project Name	Annual Christmas Basket/Toy Outreach
Federal Tax ID	51-0303717 ✓
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	Good Samaritan Aid Organization, Inc. (Good Sam) is committed to providing financial assistance and clothing/food assistance to those families in the Laurel DE and Delmar DE communities who are disadvantaged. The annual Christmas Basket/Toy outreach is one of the efforts sponsored by the organization. We believe that every child should have toys/gifts to open on Christmas Day regardless of the family's financial status.
Address	115 West Market Street
Address 2	PO Box 643
City	Laurel
State	DE
Zip Code	19956

Contact Person	Melinda Tingle
Contact Title	President
Contact Phone Number	302/875-0355
Contact Email Address	<u>mtingle57@comcast.net</u>
Total Funding Request	\$1,000
Has your organization received other grant funds from Sussex County Government in the last year?	Yes
If YES, how much was received in the last 12 months?	1000
Are you seeking other sources of funding other than Sussex County Council?	Yes
If YES, approximately what percentage of the project's funding does the Council grant represent?	12
Program Category (choose all that apply)	Other

Program Category Christmas outreach to disadvantaged in Laurel DE
Other

Primary Beneficiary Category Low to Moderate Income

Beneficiary Category
Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 700

Scope The Christmas Basket/Toy program is an annual outreach to ensure that all families in the Laurel school district area enjoy the Christmas holiday. We deliver food boxes and wrapped toy gifts to referrals from school nurses, local churches, local service organizations and community members. Additionally referred families receive a Food Lion gift card to shop for Christmas dinner items, and they may shop for free clothing items in the organization's thrift store. The need in Laurel is significant at all levels. The community schools qualify for Federal free lunch program which is an additional confirmation of the true need within the Laurel School District. Our elderly population is also underserved, and we attempt to provide food assistance with the outreach. This effort and all other outreach supported by the Good Sam is staffed only with volunteers.

Religious Components

Please enter the current support your organization receives 8,000.00

for this project (not
entire organization
revenue if not
applicable to request)

Description Food Lion Gift card

Amount 14,750.00

Description Toys/gifts purchased

Amount 5,000.00

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL EXPENDITURES 19,750.00

TOTAL DEFICIT FOR PROJECT OR ORGANIZATION -11,750.00

Name of Organization Good Samaritan Aid Organization, Inc.

Applicant/Authorized Official Melinda R. Tingle

Date 10/12/2022

Affidavit Acknowledgement Yes

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.

Vincent
OK. 10/12

Council Grant Form

Legal Name of Agency/Organization	Kim and Evans Family Foundation, Inc. ✓
Project Name	Sussex SuperHero Projects
Federal Tax ID	82-3857830 ✓
Non-Profit	Yes
Does your organization or its parent organization have a religious affiliation? (If yes, fill out Section 3B.)	No
Organization's Mission	To better the lives of disadvantaged people and animals in Sussex County and beyond
Address	123 Village Drive
Address 2	
City	Seaford
State	DE
Zip Code	19973
Contact Person	Dr. Joseph Kim
Contact Title	President

Contact Phone Number 4436147454

Contact Email Address kimandevansff@gmail.com

Total Funding Request 5000

Has your organization received other grant funds from Sussex County Government in the last year? Yes

If YES, how much was received in the last 12 months? 500

Are you seeking other sources of funding other than Sussex County Council? Yes

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

Program Category (choose all that apply) Educational, Health and Human Services

Program Category Other

Primary Beneficiary Category Low to Moderate Income

Beneficiary Category
Other

Approximately the total number of Sussex County Beneficiaries served, or expected to be served, annually by this program 250

Scope Our charitable foundation would like to expand our food and necessary supplies donation to the in-need families of Sussex County. We plan to partner with additional schools to provide food and school supplies. We also plan to furnish more homeless veterans who receive housing. Finally, a portion of the grant will go towards the Harry C. Anthony Jr., MD Scholarship Fund. Dr. Anthony was a long time family physicians in Sussex County whose life was cut too short. The fund will support the training of local pre-medical students, in hopes of their return to the County, thus helping our physician shortage. Our goal is to raise \$50,000.

Religious Components

Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request) 25,000.00

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

Description

Amount

TOTAL EXPENDITURES 0.00

**TOTAL DEFICIT FOR
PROJECT OR
ORGANIZATION** 25,000.00

Name of Organization Kim and Evans Family Foundation, Inc.

**Applicant/Authorized
Official** Joseph H. Kim, DO FAAFP

Date 10/09/2022

Affidavit Yes

Acknowledgement

If you feel this is not a valid submission please log into D3Forms to update this submissions status.
Please feel free to email clientservices@d3corp.com with any questions.