



# **Sussex County Council Public/Media Packet**

**MEETING:  
March 28, 2017**

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**Sussex County Council  
2 The Circle | PO Box 589  
Georgetown, DE 19947  
(302) 855-7743**

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



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ROBIN GRIFFITH  
CLERK

# Sussex County Council

## AGENDA

MARCH 28, 2017

9:00 A.M.

Call to Order

Approval of Agenda

Executive Session – Job Applicants' Interviews pursuant to 29 Del. C. §10004(b)

1:00 P.M.

Approval of Minutes

Reading of Correspondence

Public Comments

Todd Lawson, County Administrator

1. Wastewater Agreement No. 831-2  
Sussex County Project No. 81-04  
Vineyards at Nassau Valley – Phase 2 (Plan Review)  
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District
2. Administrator's Report

Robert Schoonover, EMS - Manager of Logistics

1. Medic 103/Special Operations in Dagsboro – Lease Renewal
2. Medic 110/EMS 200 in Blades – Lease Renewal

1:15 p.m. Public Hearing

Belle Terre Annexation



**John Ashman, Director of Utility Planning**

**1. Belle Terre - Use of Existing Infrastructure Agreement**

**Old Business**

**Change of Zone No. 1812  
Oxford Chase Development Corp., c/o Howard Crossan**

**Grant Request**

- 1. Laurel Chamber of Commerce for Broad Creek Bike & Brew fundraiser**
- 2. First State Community Action Agency for golf tournament fundraiser**

**Introduction of Proposed Zoning Ordinances**

**Council Members' Comments**

**1:30 p.m. Public Hearings**

**“AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115 (“ZONING”), ARTICLE II (“ESTABLISHMENT OF DISTRICTS; MAPS”) AND TO REPLACE THE OFFICIAL ZONING MAP OF SUSSEX COUNTY WITH AN IDENTICAL OFFICIAL ZONING MAP IN GIS-BASED FORMAT”**

**“AN ORDINANCE TO AMEND CHAPTER 90, §§90-4 AND 90-5; CHAPTER 99, ARTICLES I, III, V, VI AND VIII, §§99-5, 99-6, 99-18, 99-26, 99-30, 99-31, 99-32, 99-36 AND 99-40; CHAPTER 110, ARTICLE XI AND XXI, §§110-84 AND 110-136; AND CHAPTER 115, ARTICLES I, XVI, XXIV AND XXVII, §§115-4, 115-128, 115-129, 115-172, 115-174, 115-218, 115-221 AND 115-224 OF THE CODE OF SUSSEX COUNTY REGARDING DRAINAGE AND GRADING REQUIREMENTS, ROAD, DRIVE AND PARKING CONSTRUCTION AND RELATED REQUIREMENTS, BONDING REQUIREMENTS, PROJECT CONSTRUCTION INCLUDING NOTICES TO PROCEED, INSPECTIONS AND CLOSEOUT, AND CLARIFICATION OF THE MANNER IN WHICH CERTAIN FEES ARE ESTABLISHED”**

**Adjourn**

\*\*\*\*\*

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In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on March 21, 2017, at 4:30 p.m., and at least seven (7) days in advance of the meeting.

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

Agenda items listed may be considered out of sequence.

###

**SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MARCH 14, 2017**

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, March 14, 2017, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

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

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

**Call to  
Order**

Mr. Vincent called the meeting to order.

**M 108 17  
Approve  
Amended  
Agenda**

A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to amend the Agenda by deleting "Introduction of Proposed Zoning Ordinances" and by deleting the Public Hearing on Change of Zone No. 1813 filed on behalf of Delaware Animal Products, LLC; and to approve the Agenda, as amended.

**Motion Adopted: 5 Yeas.**

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

**Minutes**

The minutes of March 7, 2017 were approved by consent.

**Corre-  
spondence**

Mr. Moore read the following correspondence:

**SUSSEX COUNTY SCIENCE FAIR, DELAWARE TECHNICAL AND  
COMMUNITY COLLEGE, GEORGETOWN, DELAWARE.**

**RE: Letter in appreciation of grant.**

**DELMARVA CLERGY UNITED IN SOCIAL ACTION FOUNDATION,  
ELLENDALE, DELAWARE.**

**RE: Letter in appreciation of grant.**

**Public  
Comments**

**Public Comments**

Paul Reiger commented on barbed wire fencing and the definition of a farm.

**Public  
Comments  
(continued)**

**Mr. Vincent advised Mr. Reiger that Mr. Moore will respond to his questions.**

**Dan Kramer commented on trash and recycling.**

**Leonard Sears commented on the deterioration of many manufactured home communities in the County, and drainage problems in the communities. Mr. Sears also referenced the State Code and asked the Council to adopt it.**

**William Kinnick referenced the white paper that he submitted to the County and the State, and he noted he would like an answer to it. Mr. Kinnick submitted a photo of a good community and photos of problems in some mobile home communities.**

**Mr. Vincent advised Mr. Kinnick that he would have an answer to the white paper within two weeks.**

**M 109 17  
Approve  
Consent  
Agenda  
Items**

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

**Wastewater Agreement No. 917-1  
Sussex County Project No. 81-04  
Ingram Village – Phase 2  
Ellendale Sanitary Sewer District**

**Wastewater Agreement No. 378-7  
Sussex County Project No. 81-04  
Warrington Creek – Phase 6 (AKA Sawgrass South)  
West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District**

**Motion Adopted: 5 Yeas.**

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

**Report on  
Land  
Acquisition  
and  
Industrial  
Park  
Expansion  
(King  
Farm)**

**Mr. Lawson discussed the purchase of 74 acres of land (King Farm), which was authorized by the Council on February 13, 2017. The \$2.2 million purchase will allow the County to expand the leasable commercial and industrial space in the park. Mr. Lawson announced that Atlantis Industries of Milton will be the first tenant. Thad Schippereit, President of Atlantis Industries, advised that they have broken ground and anticipate operations to begin by September 2017.**

**Mr. Lawson and Hans Medlarz, County Engineer, reported on the expansion project and the infrastructure improvements that will be needed.**

**Report on Land Acquisition and Industrial Park Expansion (continued)**

**Mr. Lawson summarized by stating that the County purchased the King Farm property for \$2.2 million including existing site plans, stormwater management improvements valued at \$300,000, and the lease with Atlantis Industries for \$500,000.**

**Mr. Lawson and Mr. Medlarz presented several site design concepts.**

**Mr. Medlarz provided an update on the site work aspect of the property, including a revised conceptual park layout and entrance modifications, and discussed the assumption of the existing contractual arrangements held by the former owner (Georgetown Airport Center).**

**Request to Retain Previous Engineer of Record**

**Mr. Medlarz reported that Council's purchase authorization of the King Farm property included the assumption of existing contractual arrangements held by Georgetown Airport Center, LLC. Under this arrangement, the County assumed two (2) contracts, one with Melvin L. Joseph Construction Co., Inc. and one with the Becker Morgan Group, Inc. Mr. Medlarz explained the two contracts.**

**M 110 17 Approval to Retain Previous Engineer of Record**

**A Motion was made by Mr. Cole, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that Council approves to assume Georgetown Airport Center, LLC's Professional Engineering Contract and retain the Engineer of Record, Becker Morgan Group, Inc., as the consultant for Sussex County Business Park on a time and material basis, in accordance with the hourly rate schedule.**

**Motion Adopted: 5 Yeas.**

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

**Report on Land Acquisition and Industrial Park Expansion (continued)**

**Greg Moore, Becker Morgan Group, Inc., presented a powerpoint of images and conceptals of what the park will look like, including 23 lots, stormwater management design, rail service, street design, berm and landscaping. Mr. Medlarz and Mr. Moore noted that questions to consider are: guard house, boulevard and median.**

**Mr. Vincent asked for Council's thoughts on the boulevard/median and members stated their preference.**

**Update and Discussion/ Comprehensive Land Use Plan Workshop**

**Janelle Cornwell, Director of Planning and Zoning, and Vince Robertson, Assistant County Attorney, gave an overview of the Planning and Zoning Commission's Comprehensive Land Use Plan Workshop held on March 8th. At this workshop, an overview was given of the plan and how it is utilized; additionally, it was discussed how the Commission plans to discuss the Plan, element by element. At the March 8th workshop, the Historic Preservation element was discussed, as was County sewer, present and future, and a Vision Statement. Mr. Robertson read a draft Vision**

**Update and Discussion/ Comprehensive Land Use Plan Workshop (continued)**

Statement that was developed by staff: “Sussex County offers a unique quality of life for its residents and builders alike. We appreciate and seek to preserve its unique natural, historical and agricultural character while fostering new economic opportunities and desirable growth. To accomplish this, Sussex County will balance the welfare of its citizens and its role as an agricultural leader and tourist destination with the most appropriate future uses of land, water and other resources.” Mr. Robertson discussed changes to the Vision Statement, as suggested by Commission members.

Ms. Cornwell and Mr. Robertson discussed the path forward, including the schedule for future workshops on specific chapters (March 22nd on Economic Development and Community Design and March 29th on Future Land Use) and the second round of public meetings which will begin in May. Future workshops will focus on water and wastewater, mobility, conservation, parks and recreation, housing, intergovernmental coordination, etc.

**Administrator’s Report**

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

1. Advisory Committee on Aging & Adults with Physical Disabilities for Sussex County

The Advisory Committee on Aging & Adults with Physical Disabilities for Sussex County will meet March 20<sup>th</sup> at 10:00 a.m. at the Greenwood CHEER Center, 41 Schulze Road, in Greenwood. Dr. Susan Levy, President, The Society for Post-Acute and Long-Term Care Medicine will be speaking on “*CHEER’s Proposed Life Care Village.*” The Conference Planning Subcommittee will also meet at 11:30 a.m. to discuss the 2017 conference which will be held on October 18<sup>th</sup>. A copy of the agenda for each meeting is attached.

2. Sussex County Emergency Operations Center Call Statistics – February 2017

Attached please find the call statistics for the Fire and Ambulance Callboard for February 2017. There were 10,899 total calls handled for the month of February. Of those 9-1-1 calls in February, 76 percent were made from wireless phones.

3. Council Meeting Schedule

A reminder that Council will not meet on March 21<sup>st</sup>. The next regularly scheduled Council meeting will be held on March 28<sup>th</sup> at 10:00 a.m.

4. Steven L. Hudson

It is with sadness that we note the passing of Steve Hudson on Wednesday, March 8<sup>th</sup>. Mr. Hudson began his career with Sussex County in November 1990 as an electrician and prior to his leave held

(continued)            **the position of Director of Technical Engineering. We would like to extend our condolences to the Hudson family.**

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

**Extension of Broker Services and Insurance Agreement**            **Mrs. Jennings reported that, in 2014, Sussex County issued a Request for Proposals (RFP) for its insurance coverage for multiple lines of coverage, such as general liability, real and personal property, auto, and airport liability. The RFP was for the period of July 1, 2014 through June 30, 2017, with two one-year extensions. Mrs. Jennings requested utilizing one of the one-year extensions. Scott Agar, the County's insurance consultant with Insurance Buyers' Council (IBC), has reviewed the County's current cost and felt it is in the best interest of the County to stay with Pratt Insurance. The cost for this insurance coverage in FY 2017 was \$980,285; this was an increase of .52% over the FY 2016 expense. Premiums have seen almost no increase over the past three years, and it is expected that the trend will continue. Mrs. Jennings stated that it is recommended to obtain all lines of coverage from Pratt Insurance for one additional year.**

**M 111 17**            **A Motion was made by Mr. Arlett, seconded by Mr. Wilson, that the Sussex County Council authorizes the continuation of all lines of coverage from Pratt Insurance for the period of July 1, 2017 through June 30, 2018, as recommended by Insurance Buyers' Council and the Finance Department.**

**Authorize Continuation/ Broker Services and Insurance Agreement**            **Motion Adopted:     5 Yeas.**  
**Vote by Roll Call:    Mr. Arlett, Yea; Mr. Burton, Yea;**  
**Mr. Wilson, Yea; Mr. Cole, Yea;**  
**Mr. Vincent, Yea**

**Aviation Avenue T-Hangar Lease and Rates**            **Jim Hickin, Director of Airport & Industrial Park, presented a lease document for the newly constructed T-Hangars at 21775 Aviation Avenue; where the original structure was damaged in a storm last year. Mr. Hickin presented a proposal to use the existing lease document with minor changes. Additionally, it is proposed to keep this lease on a month-to-month basis, as are all other T-Hangar leases. Based on T-Hangar rental rates at competitors' airports, Mr. Hickin recommended that the rates for the new facility be set at \$390 per month for the eight standard sized units and \$440 per month for the larger end unit.**

**M 112 17**            **A Motion was made by Mr. Cole, seconded by Mr. Arlett, that the Sussex County Council authorizes the Council President, Vice President, and/or the County Administrator to execute monthly use and occupancy agreements for T-Hangar units at Delaware Coastal Airport, using the form presented, effective immediately.**

**Execute T-Hangar Monthly Use and Occupancy Agreements**            **Motion Adopted:     5 Yeas.**



**Pump Station 210 Improvements Project** Hans Medlarz, County Engineer, presented the Final Balancing Change Order and a request to grant Substantial Completion for Pump Station #210 Improvements, Project No. 15-07. This project was awarded on August 18, 2015 to Kuhn Construction in the amount of \$5,003,700.00. Mr. Medlarz reported that construction has been completed on this project.

**M 115 17 Approve Change Order and Grant Substantial Completion/ Pump Station 210** A Motion was made by Mr. Wilson, seconded by Mr. Arlett, based upon the recommendation of the Engineering Department, that the Final Balancing Change Order for Contract 15-07, Pump Station #210 Improvements, be approved which decreases the contract amount by \$45,451.87 for a new total of \$4,949,936.87, and that Substantial Completion be granted effective December 22, 2016 and any held retainage be released in accordance with the contract document.

**Motion Adopted:** 5 Yeas.

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

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

**M 116 17 Councilmanic Grant** A Motion was made by Mr. Arlett, seconded by Mr. Cole, to give \$2,000.00 (\$1,500.00 from Mr. Arlett's Councilmanic Grant Account and \$500.00 from Mr. Cole's Councilmanic Grant Account) to John M. Clayton Elementary School for their Student Mentoring Program.

**Motion Adopted:** 5 Yeas.

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

**M 117 17 Councilmanic Grant** A Motion was made by Mr. Wilson, seconded by Mr. Arlett, to give \$300.00 from Mr. Wilson's Councilmanic Grant Account to the Friends of the Georgetown Public Library for their 5K Race/Walk Fundraiser.

**Motion Adopted:** 5 Yeas.

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

**Council Members' Comments** Council Members' Comments

Mr. Arlett reported that he visited ten properties in his District and he commented on the trash problems on these properties and throughout the County.

**M 118 17**      **At 11:45 a.m., a Motion was made by Mr. Cole, seconded by Mr. Arlett, to**  
**Recess**                      **recess until 1:30 p.m.**

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

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

**Luncheon/**                      **The Council attended a luncheon with the Sussex Conservation District at**  
**SCD**                                      **the CHEER Center in Georgetown.**

**M 119 17**      **A Motion was made by Mr. Arlett, seconded by Mr. Burton, to reconvene at**  
**Reconvene**                      **1:30 p.m.**

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

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

**Rules**                                      **Mr. Moore read the Rules of Procedure for Public Hearings.**

**Letter of**                                      **Mr. Moore announced that a letter dated March 9, 2017 was received to**  
**Withdraw/**                                      **withdraw Change of Zone No. 1813 filed on behalf of Delaware Animal**  
**CZ 1813**                                      **Products, LLC.**

**M 120 17**      **A Motion was made by Mr. Arlett, seconded by Mr. Cole, to allow the**  
**Allow**                                      **withdraw of Change of Zone No. 1813.**

**Withdraw**

**of CZ 1813**

**Motion Adopted:      5 Yeas.**

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

**Public**                                      **A Public Hearing was held on the Proposed Ordinance entitled “AN**  
**Hearing/**                                      **ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR**  
**CU 2065**                                      **MEDIUM DENSITY RESIDENTIAL DISTRICT AND A B-1**  
   **NEIGHBORHOOD BUSINESS DISTRICT FOR A CRAFT DISTILLERY**  
   **TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND**  
   **BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING**  
   **1.22 ACRES, MORE OR LESS” (Conditional Use No. 2065) filed on behalf**  
   **of Keith Properties, Inc. (Tax I.D. No. 533-19.00-753.00) (911 Address:**  
   **38016 Fenwick Shoals Blvd., Selbyville).**

**The Planning and Zoning Commission held a Public Hearing on this**  
**application on February 9, 2017 at which time action was deferred; on**  
**February 23, 2017, the Commission recommended approval with**

**Public  
Hearing/  
CU 2065  
(continued)**

**conditions.**

**(See the minutes of the meeting of the Planning and Zoning Commission dated February 9 and 23, 2017.)**

**Janelle Cornwell, Director of Planning and Zoning, read a summary of the Planning and Zoning Commission's Public Hearing and recommendation of approval.**

**The Council found that Richard Keith was present on behalf of his application. He discussed his plans to retool a winery into a craft distillery for the sale of craft/specialized liquors; he explained that there will be no changes to the footprint of the building; that the only change will be equipment; and he stated that right now it is a wholesale operation.**

**M 121 17  
Adopt  
Ordinance  
No. 2487/  
CU 2065**

**There were no public comments.**

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

**A Motion was made by Mr. Arlett, seconded by Mr. Burton, to Adopt Ordinance No. 2487 entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A MR MEDIUM DENSITY RESIDENTIAL DISTRICT AND A B-1 NEIGHBORHOOD BUSINESS DISTRICT FOR A CRAFT DISTILLERY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.22 ACRES, MORE OR LESS" (Conditional Use No. 2065) filed on behalf of Keith Properties, Inc., with the following conditions:**

- A. The use shall be limited to a craft distillery as regulated by the Delaware Alcoholic Beverage Control Commission.**
- B. Signage shall be in accordance with the sign regulations that exist for the underlying B-1 District.**
- C. All State and Federal regulatory requirements shall be met.**
- D. The Applicant shall comply with all requirements of the Sussex County Engineering Department regarding any discharged wastewater in a County Sewer System.**
- E. Council should confirm with the Applicant whether this Conditional Use is intended to replace Conditional Use No. 1873 and Ordinance No. 2184. If so, part of Council's approval of this Conditional Use should be the cancellation of the prior one.**
- F. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

**Motion Adopted: 4 Yeas, 1 Abstention.**

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

**Mr. Burton left the meeting due to a potential conflict of interest with the next application (Change of Zone No. 1812).**

**Public  
Hearing/  
CZ 1812**

**A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 2.98 ACRES, MORE OR LESS” (Change of Zone No. 1812) filed on behalf of Oxford Chase Development Corp. – c/o Howard Crossan (Tax I.D. No. 235-30.00-50.00 (Part of)) (911 Address: None Available).**

**The Planning and Zoning Commission held a Public Hearing on this application on February 9, 2017 at which time the Commission recommended approval.**

**(See the minutes of the meeting of the Planning and Zoning Commission dated February 9, 2017.)**

**Janelle Cornwell, Director of Planning and Zoning, read a summary of the Planning and Zoning Commission’s Public Hearing and recommendation of approval.**

**Ms. Cornwell reported that she received an email from Donna West in opposition to the application.**

**An Exhibit Booklet provided by the Applicant was previously distributed to Council.**

**The Council found that Dennis Schrader, Attorney, was present with Ken Christenbury of Axiom Engineering and Howard Crossan who was representing Oxford Chase. They discussed the proposed use of the property as a retail store (Dollar General store); layout of the site, which is presently vacant and wooded; proposed stormwater management; conceptual site plan; delineated wetlands; topography; market analysis; water and sewer availability; and adjacent commercial and professional office activities. It was noted that a minor subdivision was done last year and the proposed project site is a portion of a larger tract. It was noted that DelDOT did not require a Traffic Analysis Study.**

**Mr. Schrader noted that the owner of the property is Dry Acres, LLC; that Dry Acres, LLC owns the adjacent property and has separate plans for the use of the property that is not associated with the tract owned by Oxford Chase Development Corp.**

**In response to questions from Council, Ms. Cornwell stated that a portion of the property will remain as AR-1 and that during the time between when the original application was made and this Public Hearing, the property**

**Public  
Hearing/  
CZ 1812  
(continued)**

**was subdivided.**

**There were no public comments in support of the application.**

**Public comments were heard in opposition.**

**James Liotta, Cheryl Nazario, and Laneta Dawaf, all residents of Timercreek Drive in Milton, spoke in opposition to the application and referenced safety concerns, i.e. traffic and the dangerous intersection, the agricultural/residential zoning of the site, and the availability of commercial lands for sale nearby.**

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

**Mr. Moore read the Planning and Zoning Commission's reasons for approval.**

**Mr. Cole expressed concern about the CR-1 zoning and stated that the Applicant could achieve what he wants with B-1 zoning.**

**M 122 17  
Defer  
Action/  
CZ 1812**

**A Motion was made by Mr. Cole, seconded by Mr. Arlett, to defer action for two weeks (until March 28th) on Change of Zone No. 1812 filed on behalf of Oxford Chase Development Corp. – c/o Howard Crossan.**

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

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

**M 123 17  
Adjourn**

**A Motion was made by Mr. Arlett, seconded by Mr. Wilson, to adjourn at 2:22 p.m.**

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

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

**Respectfully submitted,**

**Robin A. Griffith  
Clerk of the Council**

## ENGINEERING DEPARTMENT

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



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

March 15, 2017

### FACT SHEET

SUSSEX COUNTY PROJECT 81-04  
THE VINEYARDS AT NASSAU VALLEY - PHASE 2 (PLAN REVIEW)  
AGREEMENT NO. 831 - 2

#### DEVELOPER:

Mr. Herb Maharg  
Fernmoor Holdings at Vineyards DE, LLC.  
1 Kathleen Drive, Suite 1  
Jackson, NJ 08527

#### LOCATION:

North side of Route 9, approx. 3,960 feet west of  
the intersection of Route 9 and Route 1.

#### SANITARY SEWER DISTRICT:

West Rehoboth Expansion of the Dewey Beach Sanitary Sewer District

#### TYPE AND SIZE DEVELOPMENT:

Mixed Residential & Commercial Property  
33 Single Family lots and 10 Residential Buildings  
in this Phase.

#### SYSTEM CONNECTION CHARGES:

\$248,325.00

#### SANITARY SEWER APPROVAL:

Sussex County Engineering Department Plan Approval  
01/26/17

Department Of Natural Resources Plan Approval  
02/07/17

#### SANITARY SEWER CONSTRUCTION DATA:

Construction Days – 25

Construction Admin And Construction Inspection Cost – \$28,632.15

Proposed Construction Cost – \$190,881.00



## ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
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RECORDS MANAGEMENT	(302) 854-5033
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# Sussex County

DELAWARE

[sussexcountyde.gov](http://sussexcountyde.gov)

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

BRAD HAWKES  
DIRECTOR OF UTILITY ENGINEERING

**March 28, 2017**

## PROPOSED MOTION

BE IT MOVED THAT BASED UPON THE RECOMMENDATION OF THE SUSSEX COUNTY ENGINEERING DEPARTMENT, FOR SUSSEX COUNTY PROJECT NO. 81-04, AGREEMENT NO. 831-2 THAT THE SUSSEX COUNTY COUNCIL EXECUTE A CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION AGREEMENT BETWEEN SUSSEX COUNTY COUNCIL AND "FERNMOOR HOLDINGS AT VINEYARDS DE, LLC" FOR WASTEWATER FACILITIES TO BE CONSTRUCTED IN "THE VINEYARDS AT NASSAU VALLEY – PHASE 2 (PLAN REVIEW)", LOCATED IN THE WEST REHOBOTH EXPANSION OF THE DEWEY BEACH SANITARY SEWER DISTRICT.

ORDINANCE NO. 38  
AGREEMENT NO.831-2

TODD LAWSON  
COUNTY ADMINISTRATOR



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

**This Lease Agreement** (“Lease”), is made this \_\_\_\_ day of \_\_\_\_\_, 2017 between **J&Y Parker Family Limited Partnership**, a Delaware limited partnership, hereinafter referred to as the “**Lessor**” and **Sussex County**, a political subdivision of the State of Delaware, hereinafter referred to as the “**Lessee**”,

The parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Lessor hereby leases to the Lessee, subject to the conditions hereinafter expressed, a building consisting of approximately 7,800 (+/-) square feet and being located in the Country Garden Business Center at 27517 Hodges Lane, Suites O-1 and O-2, Dagsboro, DE 19939 (the “Leased Premises”). In addition, the Lessor leases to the Lessee the right to use the presently existing parking spaces, driveway and parking lot to be shared with the other tenants in the future.
2. The term of this Lease shall commence on the 1<sup>st</sup> day of April, 2017 and shall continue for a period of five (5) years until the 31<sup>st</sup> day of March, 2022, unless modified by mutual agreement of both parties or by the Lessee giving the Lessor at least sixty (60) days notice of intent to terminate the Lease. Lessee agrees to pay the Lessor a monthly rental of Four Thousand Dollars (\$4,000.00), said monthly rental payment to be due and payable commencing on the 1<sup>st</sup> day of April, 2017 and continuing on the first day of each month thereafter during the entire term of this Lease, subject to the provisions of paragraph 3, below. The said monthly payment shall be sent to the official mailing address of the Lessor as stated in paragraph 22 of this Lease.
3. Lessors shall pay all legal assessments levied against the Leased Premises, except as hereinafter mentioned. Rents to be paid shall be subject to increase or decrease in the event of any changes in the State, County and/or Municipal tax levies or public assessments. All increases in such fees shall be apportioned to the Leased Premises, and paid in addition to the monthly rental amount set forth in paragraph 2 of this Lease. Such additional payments shall be due and payable on August 15<sup>th</sup> of each year of the Lease. All reductions in such fees shall be deducted from the rent payment due on September 1<sup>st</sup> of each year of the Lease.
4. If the Lessee defaults in the payment of rent or any sum collectable by Lessor as rent, and such default shall continue for fifteen (15) days, the amount so due shall bear interest equal to the rate of interest two percent (2%) over national prime, from the date payment was due until the date payment is made.

5. It is expressly agreed and understood that the Lessee relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware at any time fail to appropriate sufficient funds for the purpose of maintaining this Lease, the Lessee's total liability under this Lease shall be limited to the funds designated for this Lease by the Sussex County Council and the Lessee's obligation under this Lease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Lease.
6. In the event the Lessee desires to renew this Lease beyond the stated, initial term, the request will be made to the Lessor no less than sixty (60) days prior to the end of the initial Lease. At the time of renewal, all stipulations of this Lease, including the amount of rent, shall be negotiated. Notification to the Lessor shall be mailed as defined in paragraph 22.
7. The Lessee may use and occupy the Leased Premises for any paramedic services and operations. The Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose.
8. The Lessor shall maintain a clear thoroughfare for ingress/egress of Paramedic vehicles, and shall provide parking for at least six (6) of the Lessee's employees.
9. The Lessee shall not place or erect any signs of any nature on any part of the Leased Premises, or the sidewalk adjoining the Leased Premises, or on any part of the Lessor's property adjacent to the Leased Premises which do not conform to requirements of any State, Federal or municipal or county law, ordinance, rule or regulation. Said sign(s) shall not be placed without the prior consent of the Lessor, and said consent shall not be unreasonably withheld.
10. The Lessee, upon the payment of the rent herein reserved, and upon performance of all the terms of this Lease, shall at all times during the term of this Lease, and during any extension or renewal hereof, peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the Leased Premises without any disturbance from the Lessor or from any other person claiming through the Lessor.
11. Maintenance and Repairs:
  - a. The Lessor shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the Leased Premises (including but not limited to hot water heater and

plumbing and electrical systems), sidewalks and landscaping on or appurtenant to the building, except that the Lessee shall maintain lighting fixtures installed by the Lessee.

- b. Lessor shall furnish and provide for treatment of domestic water at no additional cost to the Lessee.
  - c. Lessee shall maintain the heating and air conditioning equipment during the term of the Lease, including the changing of filters.
  - d. Unless specifically identified herein as a Landlord responsibility, Lessee shall maintain and keep the Leased Premises in good repair. Lessee shall also maintain the Leased Premises free of refuse and rubbish.
  - e. Lessee shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
  - f. Landlord shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property.
12. Lessee shall arrange for, procure and pay for all electricity and all other utilities required for adequate lighting, heating and other requirements of the Lessee and the Leased Premises.
13. Any alterations to the Leased Premises to be made by the Lessee shall be done only with the prior approval of the Lessor, which shall not be unreasonably withheld, and shall conform to the requirements of any applicable county, state or federal law, ordinance, rule or regulation. Any alterations to the Leased Premises made by the Lessee shall be maintained at all times by the Lessee in conformance with the terms hereof and shall be removed upon the expiration of the term of the Lease or its earlier termination, at the option of the Lessor, provided Lessee repairs any damage done in connection with such removal.
14. At the expiration of this Lease, the Lessee shall surrender the Leased Premises in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements excepted.
15. The Lessor or his agents shall have the right to enter the Leased Premises at all reasonable times during normal business hours in order to examine it or to show it to prospective lessees, upon prior notice to Lessee and in the company of a representative of the Lessee. The Lessor's right of entry shall not be deemed to impose upon the Lessor any obligation, responsibility or liability for the care, supervision or repair of the Leased Premises other than as herein provided.

16. Through the term of this Lease, the Lessor shall secure and maintain at its own expense the following insurance coverages on the Leased Premises, with a responsible insurance company licensed to do business in Delaware.
  - a. All risk or special form property insurance that insures against direct physical loss of or damage to the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of Lessor's property.
  - b. All risk or special form business income insurance in amounts satisfactory to protect Lessor's interests for loss of income or extra expense that result from direct physical loss of or damage to Lessor's property situated at the Leased Premises.
  - c. Commercial general liability insurance that insures against bodily injury, property damage, personal advertising injury claims arising from the Leased Premises or operations incidental thereto, with minimum limits of:
    - i. \$1,000,000 combined single limit - each occurrence;
    - ii. \$1,000,000 personal and advertising injury limit;
    - iii. \$2,000,000 combined single limit - general aggregate; and
    - iv. \$1,000,000 combined single limit - products/completed operations aggregate.
  
17. Lessee shall secure and maintain, at its own expense:
  - a. All risk or special form property insurance that insures against direct physical loss of or damage to the Lessee's property situated at the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of Lessee's property.
  - b. All risk or special form business income and extra expense insurance in amounts satisfactory to protect Lessee's interests for loss of income or extra expense that result from direct physical loss of or damage to Lessee's property situated at the Leased Premises.
  - c. Commercial general liability insurance that insures against bodily injury, property damage, personal advertising injury claims arising from the Leased Premises or operations incidental thereto, with minimum limits of:
    - i. \$1,000,000 combined single limit - each occurrence;
    - ii. \$1,000,000 personal and advertising injury limit;
    - iii. \$2,000,000 combined single limit - general aggregate; and
    - iv. \$1,000,000 combined single limit - products/completed operations aggregate.

If, during the term of the Lease, the building is so injured by fire or otherwise that the Leased Premises are rendered wholly unfit for occupancy and said Leased Premises cannot be repaired within ninety (90) days from the happening of such injury, then the Lease shall cease and terminate from the

date of such injury. In such case, the Lessee shall pay the rent apportioned to the time of injury and shall surrender to the Lessor, who may enter upon and repossess the Leased Premises. If the injury is such that the Leased Premises can be repaired within the ninety (90) days thereafter, Lessor shall enter and repair with reasonable promptness, and this Lease shall not be affected, except that the rent shall be suspended while such repairs are being made.

18. Indemnification/Waiver of Subrogation:

- a. To the extent permitted by law, the Lessee shall indemnify, defend and hold Lessor harmless from and against claims for bodily injury and property damage arising out of Lessee's occupancy of the Leased Premises or operations incidental thereto, unless such claims arise from the negligence of the Lessor. The above provisions of this subparagraph are not intended to waive, alter, or otherwise amend the immunity of the parties under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, the above provisions are not intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any of the above obligations of this paragraph are determined by court or arbitration order or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses that are permitted under this Paragraph shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.
- b. To the extent permitted by law, the Lessor shall indemnify, defend and hold Lessee harmless from and against claims for bodily injury and property damage arising out of Lessor's ownership, maintenance or use of the premises or operations incidental thereto, unless such claims arise from the negligence of the Lessee.
- c. To the fullest extent permitted by law, Lessor and Lessee each waives any right of recovery from the other and their respective appointed and elected officials, officers, directors, partners employees, agents and volunteers for any loss of or damage to the property (or resulting loss of income or extra expense) of the other party, by reason of any peril required to be insured against under this Lease, regardless of the cause of origin, including the negligence of the other party. To the fullest extent permitted by law, Lessor's and Lessee's property insurers shall not hold any right of

subrogation against the other party. Lessor and Lessee shall advise their respective insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Lessor and Lessee. It is agreed that, if Lessee is negligent for damage to Lessor's property, that the Lessee will reimburse Lessor for the amount of the deductible, not to exceed Five Thousand Dollars (\$5,000.00).

19. In the event Lessor defaults on any of its obligation under this Lease, Lessee shall provide Lessor with written notice of Lessor's default and Lessor shall have a period of ten (10) days from the date of the notice to cure the default. The notice shall be delivered in accordance with paragraph 22 of this Lease. In the event Lessor fails or refuses to cure the default within the 10-day cure period, Lessee shall, at its sole discretion, have the right to terminate this Lease and shall have no further obligation hereunder. In the event Lessor does not cure the default and Lessee does not terminate the Lease, Lessee's failure to terminate shall not act as a waiver of any potential future default on Lessor's behalf.
20. Any controversy which shall arise between the Lessor and the Lessee regarding the rights, duties or liabilities hereunder of either party may be settled by arbitration, if agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Lessor, one named by the Lessee, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Delaware, as applied to the facts found by him or them.
21. The Lessee may not sublet or assign any or all of the Leased Premises without the prior written consent of the Lessor. Such written consent by the Lessor shall not be unreasonably withheld, provided that the business or occupation of the sub Lessee is not extra hazardous, disreputable, or illegal. The consent by the Lessor to an assignment or subletting shall not be construed to relieve the Lessee from obtaining the consent in writing of the Lessor to any further assignment or subletting.
22. The Lessor hereby designates his address as:

J & Y Parker Family Limited Partnership  
P.O. Box 1582  
Millsboro, DE 19966  
(302) 732-1222

The Lessee designates its address as:

Sussex County Council  
P.O. Box 589  
Georgetown, DE 19947

23. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee
24. If any particular term, covenant or provision of this Lease shall be determined to be invalid, illegal, void or unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. This Lease shall be governed under the laws of the State of Delaware. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C., Section 5101 et seq.
25. This Lease sets forth all the promises or representations, agreements and undertakings between Lessor and Lessee relative to the Leased Premises. There are no promises, representations, agreements or undertakings, either oral or written, between Lessor or Lessee except as set forth herein. No amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease shall be binding upon Lessor and Lessee, their heirs, executors, administrators, assigns and successors, both Lessor and Lessee being duly authorized to execute the same.
26. This Lease may be executed in two (2) 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.
27. In the event any action is brought to enforce the terms of this Lease, the prevailing party shall be entitled to collect costs and reasonable attorney's fees arising therefrom.
28. This Lease is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.
29. The parties to this Lease agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Lease.
30. Time shall be of the essence for the performance of all terms of this Lease.

IN WITNESS WHEREOF, the authorized representatives of the parties have hereunto set their hands and seals on the respective day(s) and year set forth below.

LESSOR:

J & Y Parker Family Limited Partnership

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
John H. Parker, Jr.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
David K. Parker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Elizabeth P. Hodges

\_\_\_\_\_  
Date

LESSEE:

Sussex County

By: \_\_\_\_\_ (SEAL)  
Michael H. Vincent, President

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Robin Griffith, Clerk of the  
Sussex County Council

Approved as to Form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
J. Everett Moore, Jr.,  
Sussex County Attorney

**This Lease Agreement** (“Lease”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between **JBT Enterprises, LLC**, hereinafter referred to as the “**Landlord**” and **Sussex County**, a political subdivision of the State of Delaware, hereinafter referred to as the “**Tenant**,”

The parties hereto, each intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Landlord hereby leases to the Tenant, subject to the conditions hereinafter expressed, the building located at 25560 Brickyard Road, Unit 3, Seaford, Delaware 19973 (“Leased Premises”), together with the uninterrupted driveway access and parking as more fully set forth in paragraph 6 hereof.
2. The term of this Lease shall commence at midnight on the 1st day of May, 2017 and shall continue for a period of three (3) years until 11:59 p.m. on the 30th day of April, 2020 unless modified by mutual agreement of both parties or terminated by the Tenant giving the Landlord at least sixty (60) days notice of intent to terminate the Lease. Tenant agrees to pay the Landlord a monthly rental of Nine Hundred Dollars (\$ 900.00), said monthly rental payment to be due and payable commencing on the 1<sup>st</sup> day of May, 2017 and continuing on the first day of each month thereafter during the entire term of this Lease. The said monthly payment is to be sent to the official mailing address of the Landlord as stated in paragraph 22 of this Lease.
3. It is expressly agreed and understood that the Tenant relies upon the General Assembly of the State of Delaware for the funding of the paramedic operations of Sussex County, Delaware, and should the General Assembly of Delaware at any time fail to appropriate sufficient funds for the purpose of maintaining this Lease, the Tenant’s total liability under this Lease shall be limited to the funds designated for this Lease by the Sussex County Council and the Tenant’s obligation under this Lease shall immediately terminate when the funds available have been exhausted in making payments as provided for in this Lease.
4. In the event the Tenant desires to renew this Lease beyond the stated, initial term, the request will be made to the Landlord no less than sixty (60) days prior to the end of the initial Lease. At the time of renewal, all stipulations of this Lease, including the amount of rent, shall be negotiated. Notification to the Landlord shall be mailed as defined in paragraph 22.
5. The Tenant may use and occupy the Leased Premises for any paramedic services and operations, or such other lawful uses designated by the Sussex County Council. The Tenant shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose.

6. During the term of this Lease, the Landlord leases to the Tenant the right to the uninterrupted use of the presently existing driveway and parking lot to be shared with the other tenants of the complex and the exclusive use of at least six (6) parking spaces for Tenant's employees at any given time, two (2) of which shall be located immediately adjacent to the Tenant's leased building. The Landlord shall maintain a clear, uninterrupted thoroughfare for ingress/egress of Paramedic vehicles at all times.
7. The Tenant shall not place or erect any signs of any nature on any part of the Leased Property, or the sidewalk adjoining the Leased Premises, or on any part of the Landlord's property adjacent to the Leased Premises which do not conform to requirements of any State, Federal, Municipal or county law, ordinance, rule or regulation. Said sign(s) shall not be placed without the prior consent of the Landlord, and said consent shall not be unreasonably withheld.
8. The Tenant, upon the payment of the rent herein reserved, and upon performance of all the terms of this Lease, shall at all times during the term of this Lease, and during any extension or renewal hereof, peaceably and quietly enjoy and have the free and uninterrupted right of exclusive access and possession of the Leased Premises without any disturbance from the Landlord or from any other person claiming through the Landlord.
9. Maintenance and Repairs
  - a. The Landlord shall maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, exterior water and sewer lines, fixtures, glass and equipment on or associated with the Leased Premises (including but not limited to heating and air conditioning systems, hot water heater, and plumbing and electrical systems), sidewalks and landscaping on or appurtenant to the building.
  - b. Unless specifically identified herein as a Landlord responsibility, Tenant shall maintain and keep the Leased Premises in good repair. Tenant shall also maintain and keep the Leased Premises free of refuse and rubbish.
  - c. Tenant shall attend to the painting of and repairs to all interior surfaces, including walls, floors and ceilings.
  - d. Notwithstanding the other provisions of this paragraph, any repairs and replacements necessitated by any act, omission or negligence of either party or its agents or servants shall be made at the expense of that party.
  - e. Landlord shall keep the grounds surrounding the building mowed and trimmed to provide a kept appearance to the property
  - f. Landlord shall be responsible for the timely removal of snow from the driveway, entrances/exits and parking areas of the property thereby maintaining a clear and continuous route of ingress and egress to and from the Leased Premises during inclement weather. Landlord shall remove all snow from the paved on-site parking/driving areas and entrances/exits adjacent to and serving the premises within six (6) hours of each snowfall.

In the event Landlord fails to remove the snow in a timely manner, Tenant shall be permitted to contract for the removal of the snow without further notice to Landlord and at Landlord's expense. Landlord shall reimburse Tenant for the cost thereof within thirty (30) days of Landlord's receipt of the invoice from Tenant. Tenant shall be responsible to keep all sidewalks adjacent to the building free and clear of snow during inclement weather.

10. Tenant shall arrange for, procure and pay for all electricity and all utilities required for adequate lighting, heating and other requirements of the Tenant and the Leased Premises, except that the Landlord shall be responsible for the provision of water and sewer services at Landlord's expense.
11. Any alterations to the Leased Premises to be made by the Tenant shall be done only with the prior approval of the Landlord, which shall not be unreasonably withheld, and shall conform to the requirements of any applicable municipal, county, state or federal law, ordinance, rule or regulation. Any alterations to the Leased Premises made by the Tenant shall be maintained at all times by the Tenant in conformance with the terms hereof and shall be removed upon the expiration of the term of the Lease or its earlier termination, at the option of the Landlord, provided Tenant repairs any damage done in connection with such removal.
12. At the expiration of this Lease, the Tenant shall surrender the Leased Premises in as good condition as it was in the beginning of the term, reasonable use and wear and damages by the elements excepted.
13. The Landlord acknowledges that a security deposit in the amount of Five Hundred Dollars (\$500.00) has been paid by the Tenant, which shall be returned to the Tenant upon surrender of the Leased Premises in good condition.
14. If the Tenant defaults in the payment of rent or any sum collectable by Landlord as rent, and such default shall continue for fifteen (15) days, without notice thereof by Landlord to Tenant, or Tenant defaults in the prompt and full performance of any covenant, condition, agreement or provision of this Lease and such default shall continue for fifteen (15) days after written notice thereof (provided, however, that in the case of a default which cannot with due diligence be corrected by the Tenant within a period of fifteen (15) days, Tenant shall have such additional time to correct the same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to correct such default), this Lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to repossess the Leased Premises by summary proceedings.

15. The Landlord or his agents shall have the right to enter the Leased Premises at all reasonable times during normal business hours in order to examine it or to show it to prospective lessees, upon no less than twenty-four (24) hours' prior notice to Tenant, unless otherwise agreed to by both parties. All showings shall be in the company of a representative of the Tenant, unless Tenant agrees otherwise. The Landlord's right of entry shall not be deemed to impose upon the Landlord any obligation, responsibility or liability for the care, supervision or repair of the Leased Premises other than as herein provided.
16. Through the term of this Lease, the Landlord shall pay and maintain insurance coverage on the Leased Premises, including fire and windstorm insurance, casualty insurance, comprehensive public liability insurance with a responsible insurance company licensed to do business in Delaware.
17. Insurance and Indemnification:
  - a. Tenant shall secure and maintain, at its own expense the following insurance coverages on the Leased Premises, with a responsible insurance company licensed to do business in the State of Delaware:
    - i. All risk (special form) property insurance which insures against direct physical loss of or damage to Tenant's business personal property, including improvements and betterments to the Leased Premises made at Tenant's expense, with limits sufficient to insure Tenant's interest therein.
    - ii. All risk (special form) business income and extra expense insurance in amounts satisfactory to protect Tenant's interests for loss of income and/or extra expense that results from direct physical loss of or damage to Tenant's property situated at the Leased Premises.
    - iii. Commercial general liability insurance which insures against bodily injury, property damage, and personal injury claims arising from Tenant's occupancy of the Leased Premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include Landlord as an additional insured. Tenant shall provide proof of insurance prior to occupancy.
  - b. Landlord shall secure and maintain, at its own expense, the following insurance coverages on the Leased Property, with a responsible insurance company licensed to do business in the State of Delaware:
    - i. All risk (special form) property insurance which insures against direct physical loss of or damage to the building at the Leased Premises and Landlord's personal property situated at the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of Landlord's property.

- ii. All risk (special form) business income and extra expense insurance in amounts sufficient to insure Landlord's loss of income and/or extra expense that results from direct physical loss of or damage to Landlord's property (Leased Premises and any other property located thereon).
  - iii. Commercial general liability insurance which insures against bodily injury, property damage, and personal injury claims arising from Landlord's ownership, maintenance or use of the Leased Premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000 (combined single limit).
- c. To the extent permitted by law, the Tenant shall indemnify, defend and hold Landlord harmless, including court costs, expenses and attorneys' fees, from and against claims for bodily injury (including death) and property damage arising out of Tenant's occupancy of the Leased Premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Landlord. The above provisions of this subparagraph are not intended to waive, alter, or otherwise amend the immunity of the parties under the Delaware Code or otherwise, including but not limited to the County and Municipal Tort Claims Act. Additionally, the above provisions are not intended to violate any constitutional principles of the State of Delaware or United States. To the extent that any of the above obligations of this paragraph are determined by court or arbitration order or other judicial action to waive, alter, or otherwise amend such immunity or to be constitutionally prohibited or otherwise not in accordance with the laws in effect at the time of any such claim, liability, cost or expense, the offending language shall be stricken from this Agreement by such authority and considered invalid and unenforceable to the extent necessary to allow the application of such immunity to any claims, losses, damages, or suits asserted against either party or to the extent necessary to correct such violation of the law. The parties agree that any claims, liabilities, damages, costs and expenses that are permitted under this Paragraph shall be subject to the provisions of the County and Municipal Tort Claims Act, including the limitations on damages.
- d. To the extent permitted by law, the Landlord shall indemnify, defend and hold Tenant harmless, including court costs, expenses and attorney's' fees, from and against claims for bodily injury (including death) and property damage arising out of Landlord's ownership, maintenance or use of the Leased Premises or operations incidental thereto, unless such claims arise from the negligence or willful act of the Tenant.

- e. To the fullest extent permitted by law, Landlord and Tenant waive all rights of recovery from the other party and their respective elected and appointed officials, officers, directors, members, employees, agents and consultants for loss of or damage to their respective real and/or personal property and any resulting loss of business income and/or extra expenses resulting from such loss or damage. Any insurance policies maintained by Landlord and Tenant shall permit such waivers of subrogation by endorsement or otherwise. It is agreed that, if it is determined that Tenant's negligence resulted in damage to Landlord's property located on the Leased Premises during the term hereof, Tenant shall reimburse Landlord for the amount of its deductible not to exceed Five Thousand Dollars (\$5,000.00). It is further agreed that, if it is determined that Landlord's negligence resulted in damage to Tenant's property located on the Leased Premises during the term hereof, Landlord shall reimburse Tenant for the amount of its deductible not to exceed Five Thousand Dollars (\$5,000.00).
18. If, during the term of the Lease, the building is so injured by fire or otherwise that the Leased Premises are rendered wholly unfit for occupancy and said Leased Premises cannot be repaired within ninety (90) days from the happening of such injury, then the Lease shall cease and terminate from the date of such injury. In such case, the Tenant shall pay the rent apportioned to the time of injury and shall surrender to the Landlord, who may enter upon and repossess the Leased Premises. If the injury is such that the Leased Premises can be repaired within the ninety (90) days thereafter, Landlord shall enter and repair with reasonable promptness, and this Lease shall not be affected, except that the rent shall be suspended while such repairs are being made.
19. In the event Landlord defaults on any of its obligation under this Lease, Tenant shall provide Landlord with written notice of Landlord's default and Landlord shall have a period of ten (10) days from the date of the notice to cure the default. The notice shall be delivered in accordance with paragraph 22 of this Lease. In the event Landlord fails or refuses to cure the default within the 10-day cure period, Tenant shall, at its sole discretion, have the right to terminate this Lease and shall have no further obligation hereunder. In the event Landlord does not cure the default and Tenant does not terminate the Lease, Tenant's failure to terminate shall not act as a waiver of any potential future default on Landlord's behalf.
20. Any controversy which shall arise between the Landlord and the Tenant regarding the rights, duties or liabilities hereunder of either party may be settled by arbitration, if agreed upon by the parties. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Landlord, one named by the Tenant, and one by the two thus chosen. The arbitrator or arbitrators shall

determine the controversy in accordance with the laws of the State of Delaware, as applied to the facts found by him or them. The arbitrator's decision shall be non-binding. Nothing herein contained shall be construed as a waiver by either party to file suit, either in law or in equity, against the other party to resolve any and all disputes under this Lease.

21. The Tenant may not sublet or assign any or all of the Leased Premises without the prior written consent of the Landlord. Such written consent by the Landlord shall not be unreasonably withheld, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal. The consent by the Landlord to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the consent in writing of the Landlord to any further assignment or subletting.
22. All notices, requests, demands and other communications, including a notice to quit, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and may be served in any one of the following manners and shall be effective as of the time specified: (a) If by personal service upon Landlord or Tenant, on the date of such service when served by an adult person upon the party to receive the notice or upon an adult member of the household or upon the agent of any corporation, or other business entity; (b) If by posting on the Leased Premises, on the date of posting the same in a conspicuous place on the Leased Premises (this method of service to be used only for notices, requests, demands and other communications, including notices to quit, from Lessor to Lessee); or (c) If by registered or certified mail, on the date of receipt of the same as evidenced by the return receipt if signed by the party to be served or an adult member of the household or agent of the corporation or other business entity. If the same is returned by the U.S. Postal Service bearing notations such as "Refused" or "Unclaimed," service shall be deemed to have been made on the first business day following mailing of the same.

The Landlord hereby designates his address as:

JBT Enterprises, LLC  
26155 Butler Branch Road  
Seaford, DE 19973

The Tenant designates its address as:

Sussex County Council  
P.O. Box 589  
Georgetown, DE 19947

23. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant.
24. If any particular term, covenant or provision of this Lease shall be determined to be invalid, illegal, void or unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. This Lease shall be governed under the laws of the State of Delaware. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C., Section 5101 et seq.
25. This Lease sets forth all the promises or representations, agreements and undertakings between Landlord and Tenant relative to the Leased Premises. There are no promises, representations, agreements or undertakings, either oral or written, between Landlord or Tenant except as set forth herein. No amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease shall be binding upon Landlord and Tenant, their heirs, executors, administrators, assigns and successors, both Landlord and Tenant being duly authorized to execute the same.
26. This Lease may be executed in two (2) 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.
27. In the event any action is brought to enforce the terms of this Lease, the prevailing party shall be entitled to collect costs and reasonable attorney's fees arising therefrom.
28. This Lease is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.
29. The parties to this Lease agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Lease.
30. Time shall be of the essence for the performance of all terms of this Lease.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have hereunto set their hands and seals on the respective day(s) and year set forth below.

LANDLORD:

J BT Enterprises, LLC

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name of Authorized Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

TENANT:

Sussex County

By: \_\_\_\_\_ (SEAL)

Michael H. Vincent, President

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

Robin Griffith, Clerk of the  
Sussex County Council

Approved as to Form:

\_\_\_\_\_  
Date

Sussex County Attorney

\_\_\_\_\_  
J. Everett Moore, Jr.,

## ENGINEERING DEPARTMENT

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



# Sussex County

DELAWARE  
sussexcountyde.gov

HANS M. MEDLARZ, P.E.  
COUNTY ENGINEER

JOHN J. ASHMAN  
DIRECTOR OF UTILITY PLANNING

March 23, 2017

## FACT SHEET

### SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT WEST REHOBOTH AREA BELLE TERRE (AKA DORMAN)

#### DEVELOPER:

Arcaro Ventures DE, LLC  
Keith Delaney

#### LOCATION:

South Side of Mulberry Knoll Road and Dorman Farm Lane  
Rehoboth, DE 19971

#### SANITARY SEWER DISTRICT:

Sussex County Unified Sanitary Sewer District – West Rehoboth Area

#### TYPE AND SIZE OF DEVELOPMENT:

269 Single Family lots

#### PRELIMINARY APPROVAL:

Planning & Zoning granted Preliminary Plan Approval on December 22, 2016

#### SYSTEM CONNECTION CHARGES:

\$5,775.00 or current rate

#### PROJECT DESCRIPTION:

This project proposes establishment of a residential subdivision with a total of 269 residential units situated within a 124 acre parcel with a density of 2.17 units per acre.

A portion of site will convey flow to the Love Creek Elementary School pumpstation and the remainder will be conveyed to a proposed station within the community to be constructed by the project for conveyance to IBRWF.



## RESOLUTION

A RESOLUTION TO EXTEND THE BOUNDARY OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT (WEST REHOBOTH AREA) TO INCLUDE BELLE TERRE (AKA DORMAN) PARCELS 334-12.00-17.00, 18.00, 19.00 & 20.00 OWNED BY SUSSEX REAL ESTATE PARTNERS, LLC AND TWO ADJOINING LOTS 334-12.00-17.01&17.02

WHEREAS, Sussex County has established the Sussex County Unified 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, the inclusion of this property 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 thirty 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 include certain lots, pieces or parcels of land, situated south of Mulberry Knoll Road, and the west of John J. Williams highway better described, as follows:

**BEGINNING** at a concrete monument found at the intersection of lands now or formerly (N/F) of Kevin P. & James W. Quinn and the northerly line of an existing ingress/egress easement for "Lands of Robert F. and Emma E. Dorman", point also being a point on the existing boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area), thence by and with said sewer district boundary in the following distances and directions, 929.62 feet  $\pm$  southeasterly, 901.87 feet  $\pm$  southwesterly to a point, said point being the northeasternmost corner of lands now or formerly of (N/F) Thomas C. and Nancy B. Lang, thence by and with said lands of Lang the following distances and directions, 288.75 feet  $\pm$  northwesterly, 1022.98 feet  $\pm$  southwesterly to a point, said point being the southwesternmost corner of lands of Lang and the northeasternmost corner of the subdivision designated as "Briarwood Estates" and shown on a plat recorded in the aforesaid Office of the Recorder of Deeds in Plat Book 30, Page 318, thence by and with said "Briarwood Estates" in the following distances and directions, 700.34 feet  $\pm$  northwesterly, 2586.18 feet  $\pm$  to a point, said point being the southwesternmost corner of said subdivision and the southeasternmost corner of lands N/F E.W. Dorman Family Limited Partnership II (134-12.00-19.00), thence by and with said lands of Dorman in a northwesterly direction 158.84 feet  $\pm$  to a point, said point being on the boundary of said lands of Dorman and a point on the Sussex County Unified Sanitary Sewer District Boundary, thence following said sewer district boundary in the following distances and directions 1537.93 feet  $\pm$  northwesterly, 4093.07 feet  $\pm$  northeasterly and 448.54 feet  $\pm$  southeasterly to a point, said point being that of the **BEGINNING**.

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

BE IT FURTHER RESOLVED that the County Engineer is hereby directed 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.

PROPOSED

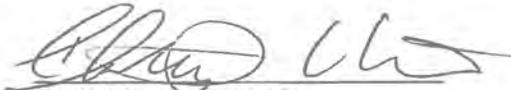
SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT  
BELLE TERRE AREA ANNEXATION  
AFFIDAVIT FOR PUBLIC HEARING

STATE OF DELAWARE )(

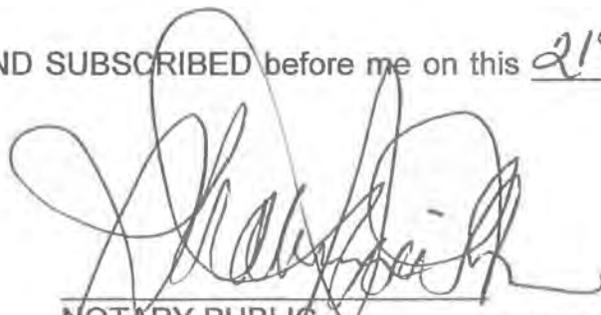
COUNTY OF SUSSEX )(

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 February 20, 2017 he was a Utility Planner for the Sussex County Engineering Department, Sussex County, State of Delaware; and
- B. On February 20, 2017 he did post the attached "Public Notice," prepared by the Sussex County Engineering Department, at the following locations:
  - 1. On the site of the proposed expansion area in the following four locations:
    - (1) On a stake in front of DEC pole 46257 located on the southeasterly ROW of Dorman Farm Road,
    - (2) On DEC pole 46253 located on the southeasterly ROW of Dorman Farm Road,
    - (3) On DEC pole 46250 located on the southeasterly ROW of Dorman Farm Road,
    - (4) On DEC pole 46247 located on the southeasterly ROW of Dorman Farm Road.
  - 2. On a stake at the entrance to Sussex County Pump Station 192, located on the northeasterly ROW of Plantation Road;
  - 3. On a stake in front of DEC pole 32826 located on the western ROW of Mulberry Knoll Road;
  - 4. On DEC pole 203568 located on the westerly ROW of Mulberry Knoll Road;
  - 5. On a stake in the northwesterly ROW of John J. Williams Highway, 30' +/- northeast of the centerline of Eventers Way.

  
PHILLIP C. CALIO

SWORN TO AND SUBSCRIBED before me on this 21<sup>st</sup> day of February  
A.D., 2017

  
NOTARY PUBLIC

SHARON E. SMITH  
NOTARY PUBLIC  
STATE OF DELAWARE

My Commission Expires \_\_\_\_\_ My Commission Expires on July 14, 2018

# PUBLIC NOTICE

## THE BELLE TERRE EXPANSION OF THE SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT

**NOTICE IS HEREBY GIVEN** that the Sussex County Council voted on **April 19, 2016**, to consider expanding the boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) to include tax map number 334-12.00-17.00, 18.00, 19.00 & 20.00, land now or formerly (N/F) of E.W. Dorman Family Limited Partnership II, plus two adjoining lots identified by tax map 334-12.00-17.01&17.02 all situated south of Mulberry Knoll Road, and west of John J. Williams Highway. The parcels are in the Lewes & Rehoboth Hundred, Sussex County, Delaware and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

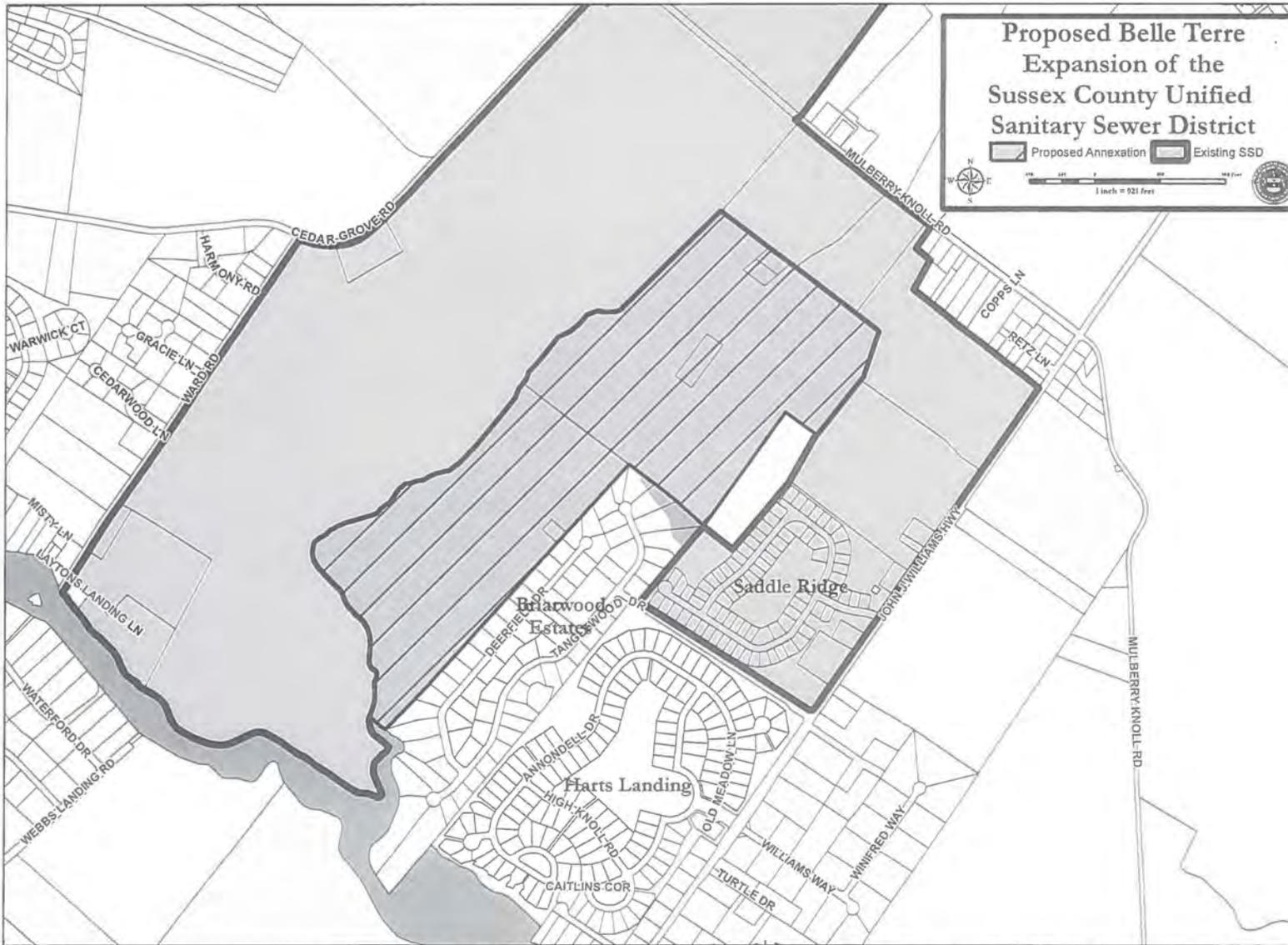
**BEGINNING** at a concrete monument found at the intersection of lands now or formerly (N/F) of Kevin P. & James W. Quinn and the northerly line of an existing ingress/egress easement for "Lands of Robert F. and Emma E. Dorman", point also being a point on the existing boundary of the Sussex County Unified Sanitary Sewer District (West Rehoboth Area), thence by and with said sewer district boundary in the following distances and directions, 929.62 feet  $\pm$  southeasterly, 901.87 feet  $\pm$  southwestly to a point, said point being the northeasternmost corner of lands now or formerly of (N/F) Thomas C. and Nancy B. Lang, thence by and with said lands of Lang the following distances and directions, 288.75 feet  $\pm$  northwesterly, 1022.98 feet  $\pm$  southwestly to a point, said point being the southwesternmost corner of lands of Lang and the northeasternmost corner of the subdivision designated as "Briarwood Estates" and shown on a plat recorded in the aforesaid Office of the Recorder of Deeds in Plat Book 30, Page 318, thence by and with said "Briarwood Estates" in the following distances and directions, 700.34 feet  $\pm$  northwesterly, 2586.18 feet  $\pm$  to a point, said point being the southwesternmost corner of said subdivision and the southeasternmost corner of lands N/F E.W. Dorman Family Limited Partnership II (134-12.00-19.00), thence by and with said lands of Dorman in a northwesterly direction 158.84 feet  $\pm$  to a point, said point being on the boundary of said lands of Dorman and a point on the Sussex County Unified Sanitary Sewer District Boundary, thence following said sewer district boundary in the following distances and directions 1537.93 feet  $\pm$  northwesterly, 4093.07 feet  $\pm$  northeasterly and 448.54 feet  $\pm$  southeasterly to a point, said point being that of the **BEGINNING**.

A map outlining and describing the extension to the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) is attached. The area involved is crosshatched.

The public hearing will be held on this issue at **1:15 PM on March 28, 2017** in the Sussex County Council Chambers. All interested persons, officials, residents, voters, taxpayers, property owners, or corporations in any way affected by this boundary extension are welcome to attend. There will be an opportunity for questions and answers. The Sussex County Council following the hearing, at one of their regularly scheduled meetings, will make the final decision on the boundary extension.

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

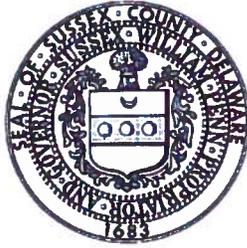
Hans Medlarz, P.E.  
County Engineer



A public hearing to discuss the proposed boundary is scheduled March 28, 2017 at 1:15 PM, in Sussex County Council Chambers, 2 The Circle, Georgetown, DE 19947.  
 For more information please visit: <https://www.sussexcountyde.gov/legal-notices/sewer-water>. Or call Sussex County Utility Planning at 302-855-1299

## ENGINEERING DEPARTMENT

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



# Sussex County

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

## Memorandum

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

FROM: John Ashman, Director of Utility Planning 

RE: *Use of Existing Infrastructure Agreement  
Belle Terre - Arcaro Ventures DE, LLC.*

DATE: March 23, 2017

On July 19, 2016, the Engineering Department gave a presentation on Sussex County's proactive wastewater infrastructure planning in the North Coastal Planning Area. The planning effort identified infrastructure needs and matched them to transmission and treatment capacity upgrades respectively. This arrangement 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 Department requests approval of an agreement for the Use of Existing Infrastructure with Arcaro Ventures DE, LLC for the Belle Terre project in the Goslee Creek 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 as well as off-site equivalent dwelling units to be conveyed through the existing transmission system previously constructed by the County.

Under the proposed arrangement, a portion of The Belle Terre development will be connected to an existing local pump station and the remainder connected to the existing regional forcemain. In return for utilization of said infrastructure Arcaro Ventures DE, LLC will contribute **\$27,144.94** for the perpetual use of these transmission facilities.



**USE OF EXISTING INFRASTRUCTURE AGREEMENT**

**BELLE TERRE**

THIS AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between:

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

**ARCARO VENTURES DE, LLC**, a Limited Liability Corporation and developer of a project known as Belle Terre, hereinafter called the “Developer”;

**WITNESSETH:**

**WHEREAS**, the Developer is developing a tract of land identified as Tax Map parcel 3-34-12.00-17.00-18.00-19.00-20.00 to be known as Belle Terre and;

**WHEREAS**, the project desires annexation into the Sussex County Unified Sanitary Sewer District (West Rehoboth Area) and;

**WHEREAS**, the County has determined by study known as Goslee Creek Planning Study, that the project can be served by the regional infrastructure and;

**WHEREAS**, the project will utilize capacity in an existing wastewater forcemain previously funded by the 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) At its sole cost and expense the Developer agrees to design, bid and construct the connection to the existing Goslee Creek wastewater infrastructure.
- (2) As the Developer is utilizing County transmission capacity by connecting to an existing forcemain. In lieu of construction of approximately 2,500 feet of forcemain to Cedar Grove Road, Developer agrees to a discounted contribution of **\$27,144.94**. Said contribution to be placed in the sewer district account and expended at such time when the existing transmission infrastructure utilized by Developer requires upgrades or replacement.
- (3) Developer will be responsible for full System Connection Charge for all lots, due at such time the developer receives the sewer connection permit.

- (4) Prior to the commencement of any construction for the Project, the Developer shall obtain a project construction permit from the County in accordance with and pursuant to the requirements of Section 110-84 of the Sussex County Code.
- (5) Upon completion of the Project, the Developer shall provide notice of completion in writing to the County, who shall promptly schedule a final inspection. Any defects or issues shall be identified in writing to the Developer, who shall have thirty (30) days to complete said items, unless the County grants an extension. When all items have been addressed to the County's satisfaction and other requirements under this Agreement have been met, the County shall issue final written acceptance and release all associated construction bond(s).
- (6) The Developer may assign this Agreement in whole or in part to any entity controlled directly or indirectly by the Developer or to any third party who purchases, leases or otherwise controls any portion of the Developer property without the consent of the County. The Developer shall provide County at least ten 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 the County.
- (7) 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 of the parties hereto.
- (8) 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.
- (9) 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 the County, nor in any way relieve the Developer of its responsibility for the adequacy of its work.
- (10) 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.
- (11) This Agreement shall be executed in duplicate, any copy of which shall be considered and construed as and for the original.

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

**FOR THE COUNTY:**

{Seal}

By: \_\_\_\_\_  
(President - Sussex County Council)  
\_\_\_\_\_ (DATE)

ATTEST:

\_\_\_\_\_  
Robin A. Griffith  
Clerk of the County Council

**ARCARO VENTURES DE, LLC**

By: Keith Delaney (Seal)

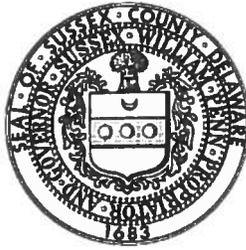
January 25, 2017 (DATE)

WITNESS:

Lindy Eisenbauer

## 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 MOTION

BE IT MOVED BY THE SUSSEX COUNTY COUNCIL THAT THE SUSSEX COUNTY COUNCIL PRESIDENT IS AUTHORIZED TO EXECUTE THE USE OF EXISTING INFRASTRUCTURE AGREEMENT BETWEEN SUSSEX COUNTY AND ARCARO VENTURES DE, LLC FOR THE BELLE TERRE PROJECT AS PRESENTED ON MARCH 28, 2017.

JOHN J. ASHMAN  
MARCH 28, 2017  
FILE: OM 9.13-AN



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



**Sussex County**

DELAWARE  
sussexcountyde.gov

## Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: March 24, 2017

RE: County Council Report for CZ 1812 Oxford Chase Development Corp. – c/o Howard Crossan

---

On September 13, 2016, the Planning and Zoning Department received an application CZ 1812 Oxford Chase Development Corp. – c/o Howard Crossan to allow for a change of zone from AR-1 to CR-1. The Planning and Zoning Commission held a public hearing on February 9, 2017.

On March 14, 2017, the County Council held a public hearing. The County Council closed the public hearing and public record and deferred the application for further consideration.

The following are the minutes and motion for the Conditional Use from the Planning and Zoning Commission meeting.

Mr. Wheatley did not participate in this hearing.

Ms. Cornwell advised the Commission that there was a staff analysis submitted into the record as part of the application; that an exhibit booklet and a site plan were also submitted into the record; that comments were received from the Sussex County Engineering Department Utility Planning Division and comments from the Department of Agriculture.

The Commission found Dennis Schrader, Esquire of Morris, James, Wilson, Halbrook & Bayard LLP, was present on behalf of Oxford Chase Development Corp. along with Howard Cross, owner, and Ken Christenbury, of Axiom Engineers, and that they stated in their presentation and in response to questions raised by the commission that the proposed rezoning is intended for a Dollar General; that the parcel is entirely wooded with some wetlands; that Route 9 currently has the presence of commercial activity; that DelDOT has recently finished intersection upgrades with new traffic lights; that there is a shopping center in the area including a handful of other business operations; that there will be a significant wooded buffer between residential properties; that security lighting will not intrude on nearby residential properties; and that sewer will be Artesian sewer.

The Commission found there were no parties present in support of or in opposition to this application.

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



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

Motion by Mr. Hopkins, seconded by Mr. Hudson, and carried unanimously to defer action for further consideration. Motion carried 3 – 0. Mr. Wheatley abstained.

The Commission discussed this application which has been deferred since February 9, 2017.

Mr. Hudson stated that he would move to recommend the approval of C/Z #1812 for Oxford Chase Development Corp. – c/o Howard Crossan for a change of zone from AR-1 Agricultural Residential to CR-1 Commercial Residential based upon the record made during the public hearing and the following reasons:

1. This site is along Route 9, next to a lighted intersection with Fisher Road. This is an appropriate location for CR-1 zoning.
2. The site is the extension of a triangular area of land that has existing commercial zoning with several commercial uses. The land is confined by existing borders of Route 9, Fisher Road and railroad tracks. While this unique location along Route 9 supports commercial zoning, this recommendation should not be considered as an endorsement of commercial zoning everywhere on Route 9.
3. The rezoning to CR-1 in this location will not have an adverse impact upon adjacent roads, properties, community facilities or the neighborhood in general.
4. The rezoning to CR-1 will allow the property to be developed in a way that will benefit the nearby residents of Harbeson, Cool Spring and other nearby communities at a location that is appropriate for such future commercial uses.
5. The applicant has stated that the site will be served by Artesian Water Company which will provide adequate water and wastewater treatment for any future development of the site.
6. The rezoning meets the purpose of the Zoning Code in that it promotes the orderly growth, convenience, order, prosperity and welfare of the County.
7. The rezoning is in compliance with the Sussex County Comprehensive Plan, which states that CR-1 zoning is one of several appropriate zoning classifications for this location.
8. No parties appeared in opposition to this application.

Motion by Mr. Hopkins, seconded by Mr. Hudson, and carried unanimously to forward this application to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated: Motion carried 3-0. Mr. Wheatley abstained and Ms. Stevenson did not vote as she was not on the Commission at the time of the public hearing.

**Introduced 10/11/16**

**Council District No. 3 - Deaver  
Tax I.D. No. 235-30.00-50.00 (Part of)  
911 Address: None Available**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A CR-1 COMMERCIAL RESIDENTIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 2.98 ACRES, MORE OR LESS**

**WHEREAS, on the 13th day of September 2016, a zoning application, denominated Change of Zone No. 1812 was filed on behalf of Oxford Chase Development Corp. – c/o Howard Crossan; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2016, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that Change of Zone No. 1812 be \_\_\_\_\_; and**

**WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_ 2016, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County.**

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

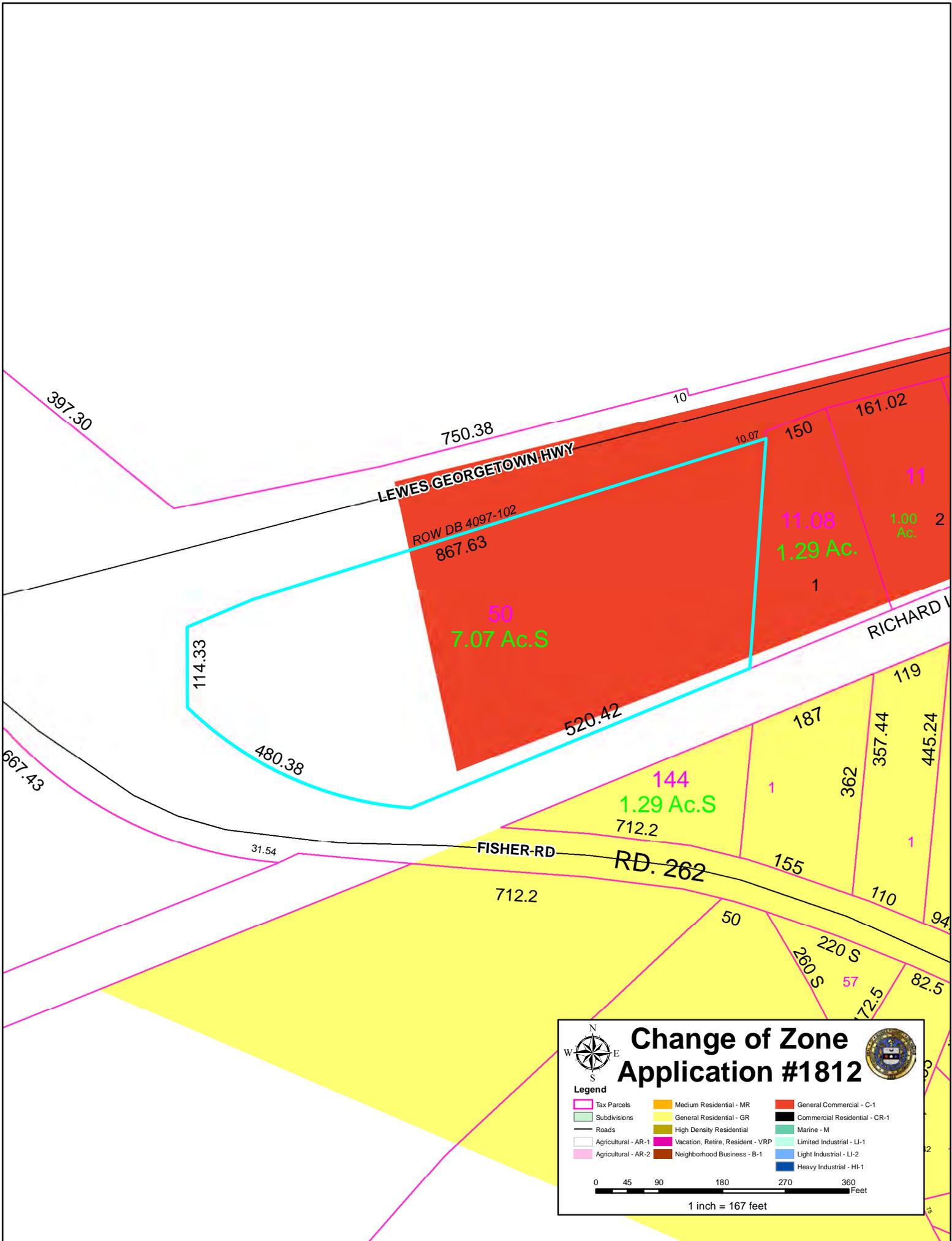
**Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [AR-1 Agricultural Residential District] and adding in lieu thereof the designation of CR-1 Commercial Residential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

**Section 2. The subject property is described as follows:**

**ALL that certain tract, piece or parcel of land lying and being situate in Broadkill Hundred, Sussex County, Delaware, and lying at the southeast corner of Lewes-Georgetown Highway (Route 9) and Fisher Road (Road 262), and being more particularly described in Plot Book 235, Page 82, as Tract No. 1, as recorded in the Office of the Recorder of Deeds in and for Sussex County, said parcel containing 2.98 acres, more or less.**

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

PROPOSED



397.30

750.38

10

LEWES GEORGETOWN HWY

ROW DB 4097-102  
867.63

10.07

150

161.02

11

11.08  
1.29 Ac.

1.00  
Ac.

2

1

RICHARD V

114.33

520.42

50  
7.07 Ac.S

480.38

144  
1.29 Ac.S

187

119

362

357.44

445.24

667.43

31.54

FISHER RD

RD. 262

155

110

712.2

50

220 S  
260 S

172.5

82.5

94



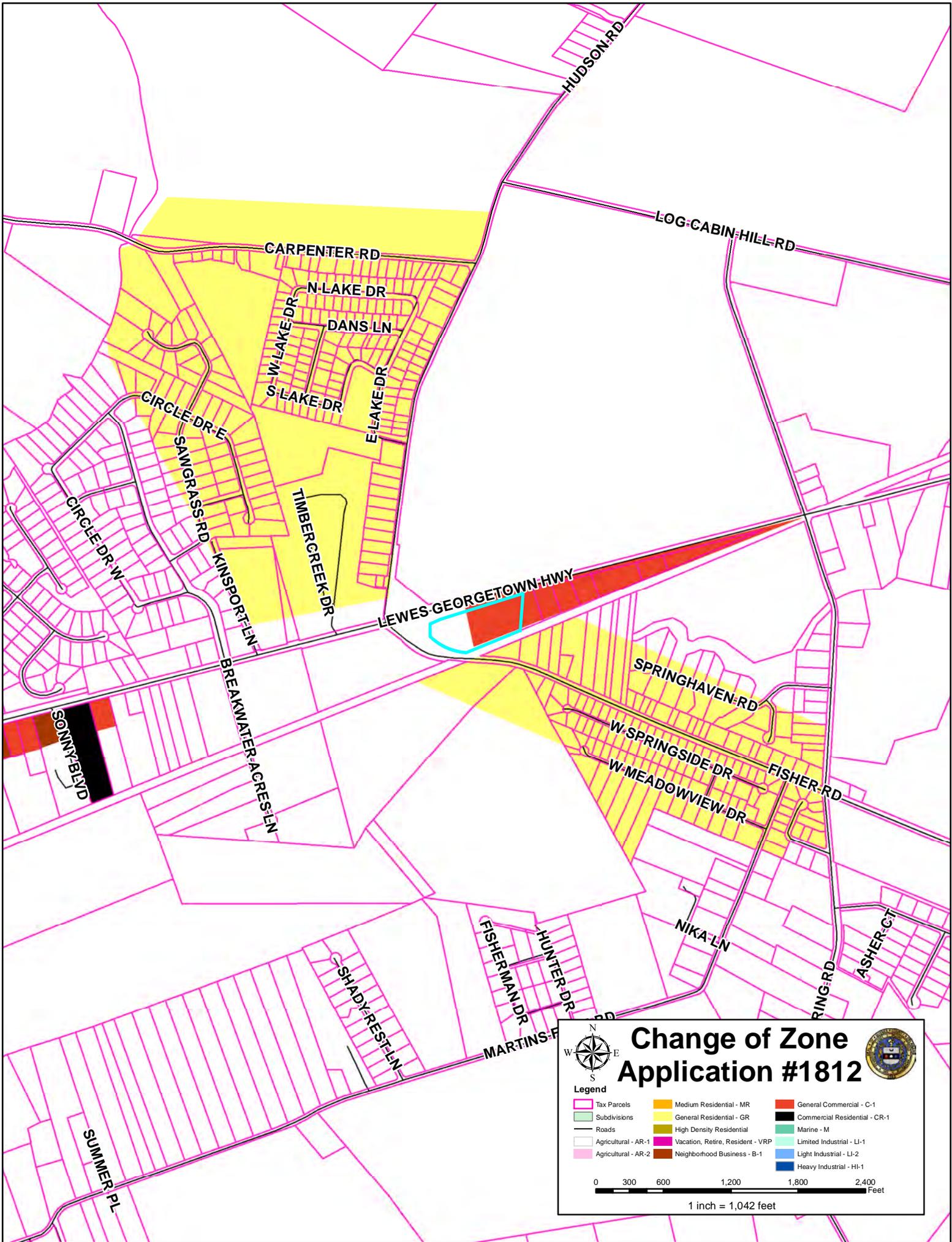
**Change of Zone Application #1812**



**Legend**

Tax Parcels	Medium Residential - MR	General Commercial - C-1
Subdivisions	General Residential - GR	Commercial Residential - CR-1
Roads	High Density Residential	Marine - M
Agricultural - AR-1	Vacation, Retire, Resident - VRP	Limited Industrial - LI-1
Agricultural - AR-2	Neighborhood Business - B-1	Light Industrial - LI-2
		Heavy Industrial - HI-1

0 45 90 180 270 360 Feet  
1 inch = 167 feet



## Change of Zone Application #1812

**Legend**

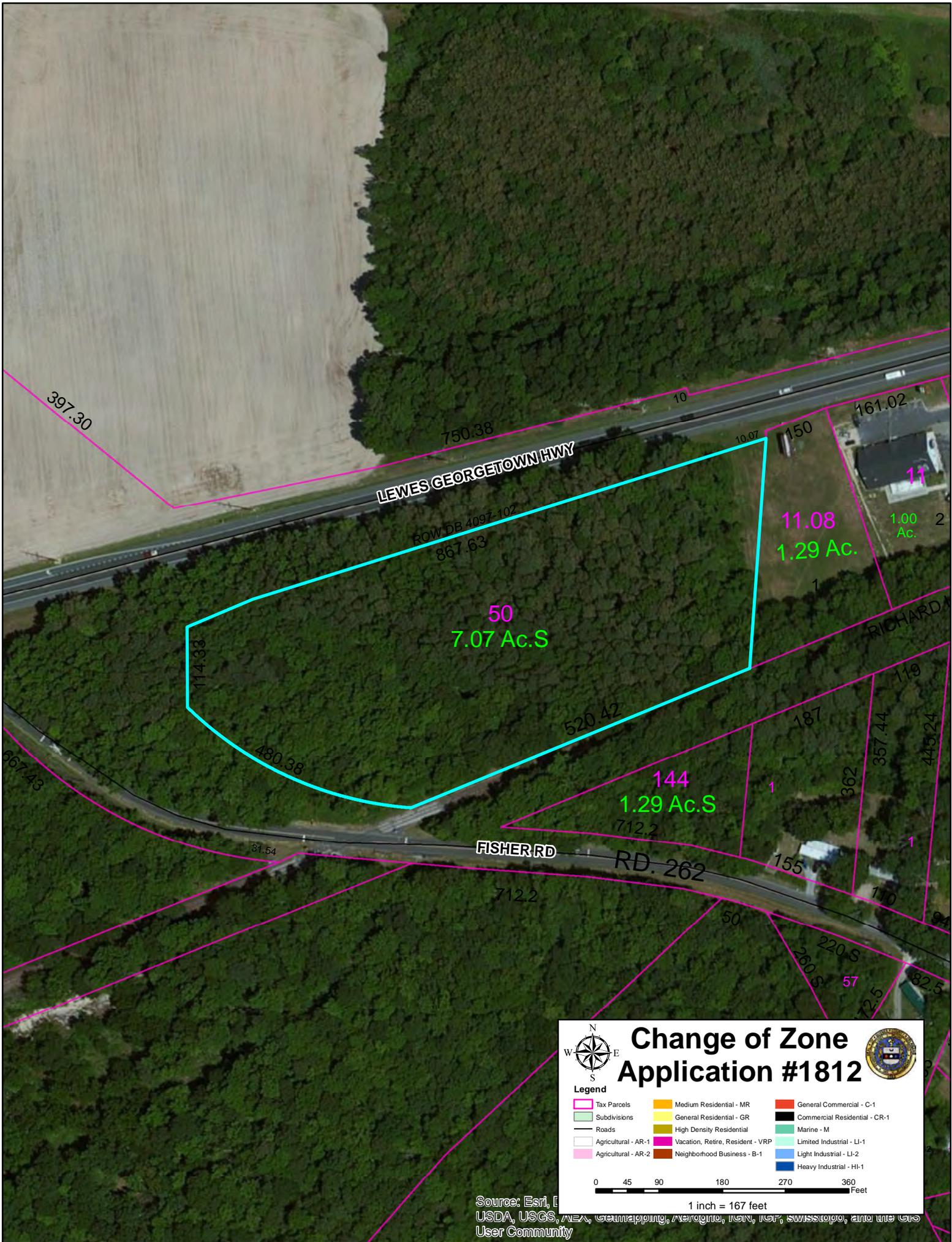
- Tax Parcels
- Subdivisions
- Roads
- Agricultural - AR-1
- Agricultural - AR-2

- General Residential - GR
- Medium Residential - MR
- High Density Residential
- Vacation, Retire, Resident - VRP
- Neighborhood Business - B-1

- General Commercial - C-1
- Commercial Residential - CR-1
- Marine - M
- Limited Industrial - LI-1
- Light Industrial - LI-2
- Heavy Industrial - HI-1

0    300    600    1,200    1,800    2,400  
Feet

1 inch = 1,042 feet



LEWES GEORGETOWN HWY

ROW DB 4097-102  
867.63

50  
7.07 Ac.S

144  
1.29 Ac.S

11.08  
1.29 Ac.

11  
1.00 Ac.

RICHARD

FISHER RD

RD. 262



# Change of Zone Application #1812



- Legend**
- Tax Parcels
  - Subdivisions
  - Roads
  - Agricultural - AR-1
  - Agricultural - AR-2
  - Medium Residential - MR
  - General Residential - GR
  - High Density Residential
  - Vacation, Retire, Resident - VRP
  - Neighborhood Business - B-1
  - General Commercial - C-1
  - Commercial Residential - CR-1
  - Marine - M
  - Limited Industrial - LI-1
  - Light Industrial - LI-2
  - Heavy Industrial - HI-1

0 45 90 180 270 360 Feet

1 inch = 167 feet

Source: Esri, [USDA, USGS, AEX, Geotraping, Aerotrig, IGN, ICG, Swisstopo, and the GIS User Community]



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: Laurel Chamber of Commerce

PROJECT NAME: Broad Creek Bike and Brew

FEDERAL TAX ID: 51-0382475 NON-PROFIT:  YES  NO

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

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

ORGANIZATION'S MISSION: The mission of the Laurel Chamber of Commerce is: To promote sound business growth, while serving as the primary information source for business, community, interested individuals and civic organizations, including key events and issues of the greater Laurel area.  
To provide a network, support and leadership for the current member businesses while attracting new business and member.  
To promote area businesses through activities, create interest and spur growth locally through tourism.

ADDRESS: 215 Mechanic St.  
PO Box 696  
Laurel DE 19956  
(CITY) (STATE) (ZIP)

CONTACT PERSON: Laurie or Jeff Roberts  
TITLE: Chamber Directors  
PHONE: 704-517-5783 EMAIL: info@laurelchamber.com

**TOTAL FUNDING REQUEST:** \$1,000

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

If YES, how much was received in the last 12 months? \$500.00

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

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

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

## SECTION 2: PROGRAM DESCRIPTION

### PROGRAM CATEGORY (choose all that apply)

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

### BENEFICIARY CATEGORY

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

### BENEFICIARY NUMBER

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

2

## SECTION 3: PROGRAM SCOPE

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

This 6th annual event is used to draw attention to Western Sussex County area businesses and tourism. While raising funds for Nanticoke Health Services and the Laurel Chamber of Commerce.

Specifically this years event will support community Lung Cancer Screenings with low dose Computed Tomography (CT) testing though the Nanticoke Health Services. The American Lung Cancer Association reports that while lung cancer is the second most common type of cancer, more people die from lung cancer annually than any other type of cancer. Lung cancer deaths exceed the total deaths from breast cancer, colorectal cancer and prostate cancer combined. Early detection is key to increased survival rates.

This is the largest fund raising event of the year for the Laurel Chamber of Commerce helping us to fulfill our mission of promoting local area business and the leaders of those businesses. As well as promoting Laurel as a nature tourism destination.

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

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

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

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

### SECTION 4: BUDGET

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	30,000.00
<b>EXPENDITURES</b>	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. <b>(Put amounts in as a negative)</b>	
Advertising, Printing and General Promotions	-\$ 7,805.00
Event Food, Entertainment, Equipment Rentals	-\$ 5,450.00
Misc Supplies, Licenses, Insurance, and Other Expenses	-\$ 695.00
Split with Nanticoke Hospital	-\$ 8,025.00
<b>TOTAL EXPENDITURES</b>	-\$ 21,975.00
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	<b>\$ 8,025.00</b>

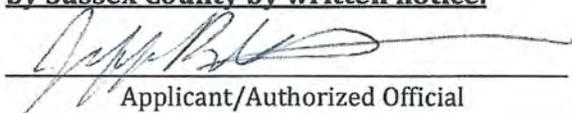
### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the Laurel Chamber of Commerce agrees that:  
(Name of Organization)

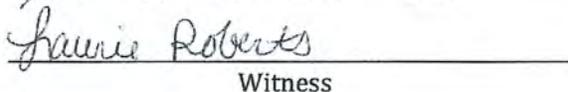
- 1) For non-religious organizations, all expenditures must have adequate documentation and must be expended within one (1) year of receipt of award funds. The funding awarded to the organization must be used in substantial conformity with the anticipated expenditures set forth in the submitted application.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

**SECTION 5: STATEMENT OF ASSURANCES (continued)**

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

  
\_\_\_\_\_  
Applicant/Authorized Official

March 13, 2017  
Date

  
\_\_\_\_\_  
Witness

March 13, 2017  
Date

Completed application can be submitted by:

Email: [gjennings@sussexcountyde.gov](mailto:gjennings@sussexcountyde.gov)

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

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

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

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

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

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

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

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

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

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

Jeff Roloff  
Applicant/Authorized Official

Director, Laurel Chamber of Commerce  
Title

Haurie Roberts  
Witness

March 13, 2017  
Date

Vincent  
3-14-17



# SUSSEX COUNTY GOVERNMENT

## GRANT APPLICATION

### SECTION 1 APPLICANT INFORMATION

ORGANIZATION NAME: First State Community Action Agency, Inc.

PROJECT NAME: 4th Annual Miniature Golf Tournament

FEDERAL TAX ID: 51-0104704 NON-PROFIT:  YES  NO

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

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

ORGANIZATION'S MISSION: Our mission is to work towards the elimination of poverty and lessen the effects of poverty on people of low-income.

ADDRESS: First State Community Action Agency  
308 N. Railroad Avenue  
Georgetown Delaware 19947  
(CITY) (STATE) (ZIP)

CONTACT PERSON: Kaneisha Trott  
TITLE: Communications and Public Relations Specialist  
PHONE: 302-856-7761 ext. 138 EMAIL: Ktrott@firststatecaa.org

**TOTAL FUNDING REQUEST: \$1000.00**

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

If YES, how much was received in the last 12 months? 1,000

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

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

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

## SECTION 2: PROGRAM DESCRIPTION

### PROGRAM CATEGORY (choose all that apply)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Fair Housing                | <input checked="" type="checkbox"/> Health and Human Services                 | <input type="checkbox"/> Cultural               |
| <input type="checkbox"/> Infrastructure <sup>1</sup> | <input checked="" type="checkbox"/> Other Youth Afterschool & Summer Programs | <input checked="" type="checkbox"/> Educational |

### BENEFICIARY CATEGORY

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

### BENEFICIARY NUMBER

Approximately the total number of Sussex County Beneficiaries served annually by this program:  
400

## SECTION 3: PROGRAM SCOPE

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

On Tuesday, May 16, 2017, First State Community Action Agency, Inc. will present the highly anticipated 4th annual miniature golf tournament to benefit community youth programs administered by First State. Support will provide opportunities for youth to engage in the arts and sciences, improve their academic performance through tutoring and homework assistance, enhance their knowledge of money and banking, participate in cultural enrichment and recreational activities, receive mentoring and case management, as well as college prep and skills training for the workforce.

In the past year, First State—a statewide, human services, anti-poverty nonprofit based in Georgetown, Delaware—assisted more than 10,000 individuals with its full spectrum of programs and services. Since its inception in 1965, First State remains diligent in its efforts to empower, change, and promote self-sufficiency in the lives of low-income people and improve the overall health of our communities.

The miniature golf tournament, to be held at Jungle Jim's in Rehoboth Beach, Delaware has and will continue to attract many leaders in the community, local organizations, and companies. Since 2014, more than 75 local businesses have supported this fun amateur sporting event, enabling First State to continue providing important services to over 400 low-income youth in communities across Sussex County and beyond.

#### THE NEED:

The Afterschool Alliance reports that in Delaware, 18% of [26,240] children participated in an afterschool program; 40% [48,140 children] would have participated in an afterschool program if there was one available (Afterschool Alliance, 2014). Many children are left alone, often without adult supervision, and without constructive extracurricular activities during those critical hours (3pm-6pm) after school (Daud & Carruthers, 2008). Afterschool programs not only provides a safe, supervised and structured environment, but also skill building and support to the academic needs of struggling students (Saddler & Staulters, 2008) (Parsley, 2013). In fact, afterschool programs are reported to help students improve grades and standardized test scores, increase social competence and motivation, as well as enhance their connection to schools, especially in low-income students (Saddler & Staulters, 2008) (Davies & Peltz, 2012). These programs are effective because they provide extra learning opportunities for children after school hours, lengthening and strengthening the lessons taught in the classroom (Antoni, Nutik, & Rasmussen, 2013). Schools and communities turn to these programs as a resource to improve overall student performance and reduce the achievement gap by providing personalized learning time through tutoring and other targeted interventions (Parsley, 2013).

For over fifteen years, First State's community based Afterschool Program has provided extended learning for school-age children and youth through homework assistance and other enrichment activities believed to foster positive development and academic success. The Afterschool Program has demonstrated positive academic outcomes in low-income elementary students. During the 2015-2016 academic year, overall grade point averages of students in grades 1-5 increased 1.8% from 83.8 in the beginning of the year to 85.6 by the end of year across all subjects. Program staff, as well as school teachers and administrators, have each observed marked improvements within students' communication skills, social interaction and behavior inside and outside the classroom, grade and test scores, as well as self-esteem.

Our success, and the betterment of our local youth, relies heavily on the continued support of community partners like the Sussex County Council.

#### REQUEST FOR SUPPORT:

This year, we are requesting sponsorship support from the Sussex County Council in the amount of \$1,000 for our 2017 miniature golf event. This contribution entitles you to the benefits of a Major Sponsor where your company will be given invaluable visibility and recognition in the community. As a Major event sponsor, the Sussex County Council will receive logo & company branding incorporated at raffle draw & prize tables, social media mentions leading up to event (and during day-of event), logo present on team photo signage, large logo on sponsor banner, logo on signage throughout the golf course, mention in event program, mention on First State's e-newsletter & website, and two (2) teams of four with lunch.

With your support, the miniature golf tournament will be an outstanding event and a great commemoration of First State's many youth programs and services to families in Sussex County and the entire state of Delaware. You can help us expand our reach and help more young people succeed in and outside the classroom. Moreover, you will have the opportunity, at the event itself, to meet many others from our community with whom business opportunities and partnerships can be forged in years to come.

We thank you for your consideration and hope you will respond favorably to our request.

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

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

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

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

### SECTION 4: BUDGET

<b>REVENUE</b>	
Please enter the current support your organization receives for this project (not entire organization revenue if not applicable to request)	
<b>TOTAL REVENUES</b>	2,700.00
<b>EXPENDITURES</b>	
Please enter the total projected budget for the project (not entire organization expense if not applicable to request). Example of expenditure items: PERSONNEL-one lump sum that would include benefits, OPERATING COSTS-supplies, equipment, rent/lease, insurance, printing telephone, CONSTRUCTION/ACQUISITION-acquisition, development, rehab hard cost, physical inspections, architectural engineering, permits and fees, insurance, appraisal. <b>(Put amounts in as a negative)</b>	
Supplies, Awards, & Equipment	-\$ 900.00
Event Advertising & Promotions	-\$ 500.00
Venue Rental/ Food (Kings Creek Country Club)	-\$ 3,000.00
Music & Photography	-\$ 600.00
<b>TOTAL EXPENDITURES</b>	<b>-\$ 5,000.00</b>
<b>TOTAL DEFICIT FOR PROJECT OR ORGANIZATION</b>	<b>-\$ 2,300.00</b>

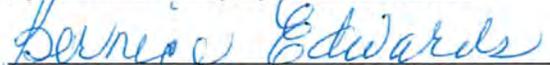
### SECTION 5: STATEMENT OF ASSURANCES

If this grant application is awarded funding, the First State Community Action Agency, Inc. agrees that:  
(Name of Organization)

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

**SECTION 5: STATEMENT OF ASSURANCES (continued)**

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

  
\_\_\_\_\_  
Applicant/Authorized Official

March 7, 2017

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

March 7, 2017

\_\_\_\_\_  
Date

Completed application can be submitted by:

Email: [gjennings@sussexcountyde.gov](mailto:gjennings@sussexcountyde.gov)

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

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

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

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

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

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

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

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

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

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

Bernice Edwards  
Applicant/Authorized Official

Executive Dir.  
Title

[Signature]  
Witness

3/7/17  
Date

Vincent  
3-14-17

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**Sussex County**

DELAWARE  
sussexcountyde.gov

## Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: March 24, 2017

RE: County Council Report for Zoning Map Ordinance

---

The Planning and Zoning Commission held a public hearing on February 9, 2017. The following are the minutes and motion for the proposed Ordinance from the Planning and Zoning Commission meeting.

Ms. Cornwell advised the Commission that this will replace the current paper maps and will make it easier for the public to access zoning information; that it will be updated regularly; that no parcels were rezoned; and that this is an electronic version of the paper maps.

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

Motion by Mr. Ross, seconded by Mr. Hudson, and carried unanimously to recommend adoption of the ordinance. Motion carried 5-0.



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

**Introduced 01/31/17**

**ORDINANCE NO. \_\_**

**AN ORDINANCE TO AMEND THE CODE OF SUSSEX COUNTY, CHAPTER 115 (“ZONING”), ARTICLE II (“ESTABLISHMENT OF DISTRICTS; MAPS”) AND TO REPLACE THE OFFICIAL ZONING MAP OF SUSSEX COUNTY WITH AN IDENTICAL OFFICIAL ZONING MAP IN GIS-BASED FORMAT.**

**WHEREAS, Sussex County wishes to replace its current official zoning map in written form with an official zoning map based on its geographic information system (“GIS”); and**

**WHEREAS, these amendments to the Sussex County Code with respect to the GIS-based zoning map will promote greater efficiency in mapping the County’s zoning information and in making this information available to the public; and**

**WHEREAS, Sussex County Council believes that this legislation will promote the health, safety, morale, convenience, order, prosperity and/or welfare of its citizens.**

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

**Section 1. Sussex County Code, Chapter 115, Article II, Section 115-7 (“Zoning Map”) shall be amended by the addition of the underlined language and deletion of the bracketed language, as follows:**

**§ 115-7. Zoning Map.**

- A. The boundaries of the districts are hereby established as shown on the Zoning Map based on Sussex County’s geographic information system (“GIS”) and entitled the “Zoning Map of Sussex County” which[, properly attested,] shall be [on file in] maintained by the office of the County Planning and Zoning Commission of Sussex County, which map, with all explanatory matter thereon, shall be deemed to accompany, be and is hereby made a part of this chapter. [A copy of the Official Zoning Map shall be recorded in the office of the Recorder of Deeds, Sussex County, at Georgetown, and shall be periodically be revised to show amendments.]**

**Section 2. Sussex County Code, Chapter 115, Article II, Section 115-8 (“Informational copies; changes”) shall be amended by the addition of the underlined language and deletion of the bracketed language, as follows:**

**§ 115-8. Informational copies; changes.**

- A. **Copies of the Official Zoning Map shall be provided by the Sussex County Office of Mapping and Addressing upon request for a reasonable fee. The Official Zoning Map shall also be available for inspection at the office of the Planning and Zoning Commission and through the Sussex County government website. [Informational copies of the Official Zoning Map shall be available for inspection at the office of the Planning and Zoning Commission and at such other locations as may be necessary or convenient.]**

**Section 3. The Official Zoning Map of Sussex County is hereby replaced with an identical GIS-based Official Zoning Map of Sussex County.**

**Section 4. This Ordinance shall become effective upon its adoption by a majority of the elected members of Sussex County Council.**

#### **Synopsis**

**This Ordinance replaces the current Official Zoning Map of Sussex County with an identical GIS-based zoning map. Sussex County Code is amended to make the GIS-based zoning map the Official Zoning Map of Sussex County. The Official Zoning Map will be available for inspection at the office of Planning and Zoning Commission and through the Sussex County government website. Copies of the Official Zoning Map will be available to the public through the Sussex County Office of Mapping and Addressing upon request for a reasonable fee.**

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**Sussex County**

DELAWARE  
sussexcountyde.gov

## Memorandum

To: Sussex County Council Members

From: Janelle Cornwell, AICP, Planning & Zoning Director

CC: Everett Moore, County Attorney

Date: March 24, 2017

RE: County Council Report for Drainage Ordinance

---

The Planning and Zoning Commission held a public hearing on February 9, 2017. The following are the minutes and motion for the proposed Ordinance from the Planning and Zoning Commission meeting.

The Commission found that Mr. Hans Medlarz, Sussex County Engineer, was present on behalf of the proposed ordinance; that he stated that the square brackets indicate deleted language; that the Ordinance does not apply to minor subdivisions or commercial; that the proposed Ordinance Amendment primarily applies to Major Residential Subdivisions, Residential Planned Community Plans, Residential Multifamily or Townhouse Plans; that the goal is to clarify and simplify areas of the code; that this ordinance is the product of numerous working group meetings and that members of the working group had to endure lengthy meetings without compensation; that right now current code does not talk about how a site is graded however we want all customers to walk away happy; that today a building permit can be obtained without lines and grades, in the future a lot grading plan would be required and prior to issuance of a Certificate of Occupancy, a Grading Certificate would be submitted; The staff recommendations are as follows:

- Section 2 (§99-5) should be amended to delete the reference to “Certificate of Occupancy” in Line 91
- Section 2 (§99-5) should be amended to delete “Lot Grading Certification” and replace it with “Individual Grading Plan” in Line 96.
- Section 2 (§99-5) should be amended to add the following new sentence at the end of Line 97: “No Certificate of Occupancy shall be issued without the submission of a Lot Grading Certificate meeting all requirements of the Sussex County Drainage and Grading Requirements.”
- Section 5 (§99-18.C) should be amended to rephrase the last sentence at Line 233 as follows: “A Letter of No Objection or other appropriate entrance approval from the



Delaware Department of Transportation...”.

- Section 5 (§99-18.E.7.a) should be amended at Line 400 to add a phrase “in addition to a solid yellow edge-of-pavement striping designation.”
- Section 5 (§99-18.E.7.b) should be amended at Line 403 to insert the word “unobstructed” between the words “the” and “travel lane”.
- Section 5 (§99-18.E.7.) should be amended at Line 404 to add a new section “c.” as follows (re-lettering the items that follow):

“c. On-street parking is permitted at 90 degrees (perpendicular) where the unobstructed travel lane width is not less than 24 feet.”

- Section 9 (§99-32D) at Line 963- “by” should be corrected to “be”.
- Section 19 (§115-221(17)D) at Line 1231- “Commission” should be replaced with “County”.

Mr. Medlarz presented a power point presentation that is attached to this record.

Mr. Wheatley stated that everybody including County Council agrees this is needed; that HOA are concerned with drainage design and inspections because standards like this are not in place; that it will protect the site contractor, the County, and the homeowner; that many people are already following these procedures.

Mr. Hudson stated that his concern is where do the responsibilities lie as far as subdivisions go; and that anything on the books now is not going to be faced with this new requirement.

The Commission found that Ring Lardner is in support of this Ordinance and read a letter stating that he is representing the Working Group; that the Working Group is comprised of the local homeowners; that they have met numerous times to develop the Ordinance draft; that the proposed Ordinance is in the best interest of the County and its citizens; that all projects going forward will meet the same standards and address the various issues and concerns that all citizens and workers deal with; and that the Working Group fully endorses the proposed Ordinance as presented.

The Commission found that Kevin Burdette is in support of this Ordinance and read a letter stating that the proposed Ordinance has come a long way; that he has concerns about certain wording within the proposed Ordinance; that a certification be prepared by a licensed professional in Delaware; that certain sections of the proposed Ordinance should be amended to best fit the personnel and processes being amended; and that an appeal process is a viable thing to have.

The Commission found that Tom Natelli is in support of this Ordinance; that he states in his presentation that the proposed Ordinance will be a great enhancement; and that it captures all the

best interests of Sussex County.

The Commission found that James Cannon is concerned with drainage and lives in Keenwick Sound.

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

Motion by Mr. Ross, seconded by Mr. Hopkins, and carried unanimously to recommend adoption of the ordinance with staff recommendations. Motion carried 4 – 0.

ORDINANCE NO. \_\_\_\_\_

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AN ORDINANCE TO AMEND CHAPTER 90, §§90-4 AND 90-5; CHAPTER 99, ARTICLES I, III, V, VI AND VIII, §§99-5, 99-6, 99-18, 99-26, 99-30, 99-31, 99-32, 99-36 AND 99-40; CHAPTER 110, ARTICLE XI AND XXI, §§110-84 AND 110-136; AND CHAPTER 115, ARTICLES I, XVI, XXIV AND XXVII, §§115-4, 115-128, 115-129, 115-172, 115-174, 115-218, 115-221 AND 115-224 OF THE CODE OF SUSSEX COUNTY REGARDING DRAINAGE AND GRADING REQUIREMENTS, ROAD, DRIVE AND PARKING CONSTRUCTION AND RELATED REQUIREMENTS, BONDING REQUIREMENTS, PROJECT CONSTRUCTION INCLUDING NOTICES TO PROCEED, INSPECTIONS AND CLOSEOUT, AND CLARIFICATION OF THE MANNER IN WHICH CERTAIN FEES ARE ESTABLISHED.

WHEREAS, Chapter 90 of the Code of Sussex County governs sediment control and stormwater management in Sussex County; and

WHEREAS, the stated purpose of Chapter 90 of the Code of Sussex County is “to protect, maintain, and enhance the public health, safety and general welfare by establishing minimum requirements and procedures to control the adverse impacts associated with sediment and modified stormwater characteristics. Proper implementation and maintenance of sediment control and stormwater management will minimize adverse impacts to public and private property, reduce the impacts that the developmental process has on land stream channel erosion, assist in the maintenance of water quality standards, reduce the potential for localized flooding and maintain after development, to the extent that it can be maintained, the predevelopment runoff characteristics”; and

WHEREAS, Chapter 90 of the Code of Sussex County currently requires plans for stormwater management and sediment control for certain single family and commercial construction; and

WHEREAS, Chapter 99 of the Code of Sussex County contains requirements including the consideration of stormwater, erosion and sedimentation control, and runoff from subdivided properties as part of the approval process; and

WHEREAS, Chapter 99 of the Code of Sussex County contains certain technical requirements for the submission and subsequent approval of Final Site Plans for subdivisions, including the provision for the approval of the Sussex Conservation District; and

WHEREAS, Chapter 115 of the Code of Sussex County contains certain technical requirements for the submission and subsequent approval of Final Site Plans for commercial development, multifamily residential development and townhouse residential development; and

WHEREAS, As development continues in Sussex County, technical drainage and grading requirements are necessary to utilize sound engineering principles to preserve and construct adequate drainage for new and existing properties, to: (1) assure that during project design, adequate drainage is provided for the conveyance of surface water runoff; (2) control soil erosion and sedimentation along waterways and ensure conformity with topography so as to create the least erosion potential for developments; (3) minimize impact to properties adjacent or down

42 gradient from development lands from runoff; (4) decrease drainage-related damage to public and  
43 private property; (5) provide adequate drainage away from buildings; and (6) require the  
44 submission of Detailed Lot Grading Plans and Individual Lot Grading Certifications to ensure  
45 proper drainage, and (7) provide adequate easements for the permanent protection and  
46 maintenance of drainage conveyance systems in Sussex County; and

47 WHEREAS, it is the desire of Sussex County to amend Chapter 90, §§90-4 and 90-5;  
48 Chapter 99, Articles I, III, V, VI and VIII, §§99-5, 99-6, 99-18, 99-26, 99-30, 99-31, 99-32 and  
49 99-36; and Chapter 115, Articles I and XXVIII, §§115-4, 115-129, 115-221 and 115-224 of the  
50 Code of Sussex County to require all subdivision Final Site Plans, Residential Planned Community  
51 Site Plans, Residential Multifamily or Townhouse Final Site Plans, or Commercial Development  
52 Site Plans to include Bulk Grading data within the Plans; and

53 WHEREAS, it is the desire of Sussex County to amend Chapter 90, §§ 90-4 and 90-5 and  
54 Chapter 115, Article XXVII §115-224 of the Code of Sussex County to require Lot Grading  
55 Certification for any development approved with Bulk Grading Data after the date of adoption of  
56 this Ordinance; and

57 WHEREAS, Sussex County Council has determined that the Street Design Standards  
58 currently set forth in Section 99-18 of the Sussex County Code are outdated and need to be  
59 updated; and

60 WHEREAS, Sussex County Council has determined that the street design standards  
61 contained within the Sussex County Code should contain flexibility to enable creativity in design  
62 (taking into account existing topographical and environmental features) while providing safe  
63 communities for the residents of Sussex County; and

64 WHEREAS, as part of the overall revisions to the roads and drainage requirements in the  
65 Code, which comprise a significant portion of the site work within a development project, it is the  
66 direction of Sussex County Council to amend the bonding and performance guarantee  
67 requirements set forth in Section 99-32 of the Sussex County Code; and

68 WHEREAS, it is appropriate to amend Chapters 99, 110 and 115 of the Code of Sussex  
69 County to reflect that fees for certain permits, approvals, applications and inspections associated  
70 with property development shall be set annually as part of the Sussex County Annual Budget; and

71 WHEREAS, as part of the revisions set forth herein, Sussex County Council has  
72 determined that it is necessary and appropriate to clarify certain existing Code requirements  
73 regarding commercial and residential site plans and the expiration of them; and

74 WHEREAS, Sussex County Council has determined that the provisions of this Ordinance  
75 promote the health, safety and welfare of Sussex County and its residents, property owners and  
76 visitors.

77

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

79 **Section 1.** The Code of Sussex County, Chapter 90, §90-4 “Basis for Implementation” is hereby  
80 amended by inserting the italicized and underlined language as follows:

81 **§90-4 Basis for Implementation.**

82 The provisions and requirements contained in the [Sussex Conservation District Sediment  
83 Control and Stormwater Management Program and Handbook] Delaware Sediment and  
84 Stormwater Regulations and the requirements of Chapter 99, Articles I, III, V and VI, as shall be  
85 amended from time to time, shall be the basis for the implementation of this chapter.

86  
87 **Section 2.** The Code of Sussex County, Chapter 90, §90-5 “Plan Required For Building Permit;  
88 Exemptions” is hereby amended by deleting the language in brackets and inserting the italicized  
89 and underlined language as follows:

90 **§90-5 Plan Required For Building Permit; Exemptions.**

91 No building permit *or certificate of occupancy* shall be issued by Sussex County unless a  
92 sediment control and stormwater management plan has been approved by the Sussex Conservation  
93 District meeting all of the *applicable* requirements of the [Sussex Conservation District Sediment  
94 Control and Stormwater Management Program and Handbook] Delaware Sediment and  
95 Stormwater Regulations and Chapter 99, Articles I, III, V and VI, including an inspection and  
96 maintenance agreement, *and a Lot Grading Certification meeting all requirements of the Sussex*  
97 *County Drainage and Grading Requirements.* [:

98 A. Standard plans. On private single-family residential construction, a standard plan  
99 for sediment control and stormwater management signed by the builder shall be  
100 required on land-disturbed areas one (1) acre in size or less. Standard plans shall  
101 also apply to forest harvest operation and utility projects disturbing five thousand  
102 (5,000) square feet or more.

103 B. Detailed plans. A detailed sediment control and stormwater management plan,  
104 approved by the District, shall be required for all residential construction with  
105 disturbed land areas in excess of one (1) acre in size and for all other commercial,  
106 recreational, industrial or institutional construction, without regard to size.

107 C. Exemptions. The provisions of this chapter shall not apply to the following:

108 (1) Agricultural land management practices unless the Conservation District  
109 determines that the land requires a new or updated soil and water  
110 conservation plan and the owner or operator of the land has refused either  
111 to apply to a Conservation District for the development of such a plan or to  
112 implement a plan developed by a Conservation District.

113 (2) Utility projects disturbing less than five thousand (5,000) square feet of  
114 land.]

115  
116 **Section 3.** The Code of Sussex County, Chapter 99, Article I, §99-5 “Definitions” is hereby  
117 amended by inserting the italicized and underlined language in alphabetical order within the  
118 Section as follows:

119 **§99-5 Definitions.**

120 . . .

121 BULK GRADING PLAN – An overall lot grading plan prepared by a licensed professional who  
122 is permitted to prepare Detailed Sediment and Stormwater Plans, specifying the elevation, surface  
123 gradients, lot types, swale locations, driveway pipe sizes and other drainage information required  
124 for lot grading, as further set forth in the Sussex Conservation District Technical Drainage and  
125 Grading Requirements. A Bulk Grading Plan shall confirm that all conveyance features must be  
126 located in deeded open space or the subject of a permanent easement, and they satisfy the following  
127 requirements:

128 Conveyance Swale Design Criteria:

129 a. A minimum longitudinal swale slope of 1.0% if contiguous to a residential  
130 lot excluding roadside swales. If the slope is greater than .5% but less than 1%,  
131 then no more than 300 feet of conveyance swale can be routed through an adjacent  
132 lot, not to exceed three (3) side-by-side lots, prior to entering a closed drainage  
133 system. All other conveyance swale design criteria shall apply.

134 b. Maximum side slopes of 3:1 or flatter.

135 c. Must contain the 10 year design storm within the banks.

136 d. Conveyance must be non-erosive.

137 e. Must show spot elevations at grade breaks in the proposed conveyances  
138 swales as applicable.

139 f. Must include flow direction arrows.

140 g. Pipe/Inlet size, Type, Inverts, Slope, Rim Elevations must be labeled on the  
141 plan view.

142 h. Must include a Summary Table listing conveyance swale drainage area,  
143 discharge (Q10), velocity and depth of flow.

144 Closed Drainage System Design Criteria:

145 a. Must include yard basins where required within the drainage easement or  
146 open space to capture and convey lot surface runoff via a closed system to a positive  
147 outfall location.

148 b. Must show spot elevations at grade breaks in the proposed conveyance  
149 swales as applicable.

150 c. Must include flow direction arrows.

151 d. Pipe/Inlet Size, Type, Inverts, Slope, Rim Elevations must be labeled on the  
152 plan view.

153 e. Profiles for closed drainage systems receiving residential lot drainage shall  
154 only be required within a system with more than two pipes and/or structures that  
155 are not located within a roadway.

156 f. Must include a Summary Table listing conveyance swale drainage area,  
157 discharge (Q10), velocity and depth of flow.

158 . . .

159 DETAILED GRADING PLAN – A plan depicting final grades for land development prepared by  
160 a licensed professional who is permitted to prepare Detailed Sediment and Stormwater  
161 Management Plans, including house and lot perimeter spot elevations and conveyance features to  
162 ensure positive drainage under the minimum slope requirements. A Detailed Grading Plan shall  
163 satisfy the following requirements:

164 a. It must demonstrate that lots can be graded with a minimum 5% slope the first ten  
165 (10) feet from the dwelling or as required by building/residential codes and 1% beyond ten  
166 (10) feet to the side and rear swales or a closed pipe.

167 b. It must show spot elevations delineating grade breaks at all property and right of  
168 way lines including finished grades at all lot and house corners.

169 c. It must show first floor and slab elevations.

170 d. Relief from the foregoing standards may be granted by the Sussex County Engineer  
171 for environmental, topographic, archeological or site constraints or low impact  
172 development (i.e. rain gardens, bio swales, etc.).

173 . . .

174 INDIVIDUAL LOT GRADING PLAN –A lot grading plan prepared by a licensed professional who  
175 is permitted to prepare Detailed Sediment and Stormwater Management Plans conforming to the  
176 approved Detailed Grading Plan submitted simultaneously with a building permit for construction  
177 on a lot. An Individual Lot Grading Plan shall satisfy the following requirements:

178 a. It must show compliance with a minimum 5% slope the first ten (10) feet from the  
179 dwelling or as required by building/residential codes and 1% beyond ten (10)feet to the  
180 side and rear swales or a closed pipe.

181 b. It must show spot elevations delineating grade breaks at all property and right of  
182 way lines including finished grades at all lot and house corners.

183 c. It must show first floor and slab elevations.

184 d. Relief from the foregoing standards may be granted by the Sussex County Engineer  
185 for environmental, topographic, archeological or site constraints or low impact  
186 development (i.e. rain gardens, bio swales, etc.).

187 . . .

188 LOT GRADING CERTIFICATE – A certification by prepared by a licensed professional who is  
189 permitted to prepare Detailed Sediment and Stormwater Management Plans that a lot, as graded,  
190 is in general conformity with the Individual Lot Grading Plan. A Lot Grading Certificate shall  
191 include the following information:

192 a. North Arrow.

193 b. Tax Map and Parcel Number(s)

194 c. Subdivision Name and lot number.

- 195 d. Property lines, lot dimensions, drainage easements and adjacent rights of way.
- 196 e. The location of the following items:
- 197 (i) Elevations at four (4) corners of the structure and at the location of the spot
- 198 elevations indicated on the Detailed Grading Plan as applicable.
- 199 (ii) Inverts of drainage structures receiving runoff from the lot.
- 200 (iii) Top and bottom of curb and gutter (if applicable).
- 201 (iv) Driveway culvert pipe material, size and inverts, where applicable.
- 202 (v) Immediately adjacent upstream and downstream driveway culverts,
- 203 including inverts and pipe sizes (if applicable).
- 204 (vi) Swale inverts along property frontage.
- 205 f. Finished floor and slab elevations.
- 206 g. A description of any discrepancies or variations from the approved plans
- 207 (including site plans, Detailed Grading Plan, construction plans or calculations and
- 208 specifications) and any approved revisions as a result thereof.

209 . . . .

210 **Section 4.** The Code of Sussex County, Chapter 99, Article I, §99-6 “General Requirements and  
 211 Restrictions” is hereby amended by inserting the italicized and underlined language in §99-6.E. as  
 212 follows:

213 **§99-6 General Requirements and Restrictions.**

214 . . .

215 E. No grading, excavating, construction or erection under the jurisdiction of Sussex County  
 216 may begin within any subdivision or development except in accordance with this chapter and after  
 217 the issuance of a Notice to Proceed by the County Engineer or his or her designee.

218 . . . .

219

220 **Section 5.** The Code of Sussex County, Chapter 99, Article III, §99-18 “Street Design Standards”  
 221 is hereby amended by deleting the language in brackets and inserting the italicized and underlined  
 222 language as follows:

223 **§ 99-18. Street design standards.**

- 224 A. Construction plans shall be prepared by a [licensed] registered Delaware professional
- 225 engineer or a licensed Delaware land surveyor.
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- 227 B. Streets dedicated to public use shall be designed and constructed in accordance with
- 228 standards established by the Delaware Department of Transportation, Division of
- 229 Highways.

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C. All entrances to the subdivision from a public street shall be designed and constructed in accordance with standards established by the Delaware Department of Transportation. An approved entrance permit from the Delaware Department of Transportation shall be required prior to final approval of the plan.

[C]D. Private streets to be *initially* maintained by the developer [or] *and ultimately* the owners of lots within the development may be designed and constructed in accordance with Subsection B or must comply with the following standards: [these minimum standards:

- (1) See typical cross-section illustrations at the end of this chapter for right-of-way grades and roadway location.
- (2) The roadway shall be a minimum of 20 feet wide.
- (3) For developments of four lots or fewer, the surface may be two inches crusher run stone compacted by rolling in place over an approved subgrade.
- (4) For developments with an average lot area of fewer than two acres, the surface treatment shall be minimum of three courses of bituminous surface treatment or two inches of hot-laid bituminous concrete.
- (5) Adequate drainage shall be provided, and all drainage plans shall include a design for the internal collection system extending to the point of outfall. The ability of the receiving stream or channel at the point of outfall shall be evaluated as to its ability to handle the increased flow. Where suitable soil conditions exists, approve retention ponds may be acceptable as points of outfall.
- (6) The road base shall be four inches of approved select borrow and two inches of crusher run stone; or four inches of crusher run stone over an approved subgrade.
- (7) All entrances to the subdivision from a public street shall be designed and constructed in accordance with standards established by the Delaware Department of Transportation, Division of Highways. An approved entrance permit from the Division of Highways shall be required prior to final approval of the plan.

D. Bituminous surface treatments.

- (1) The surface material shall be applied in the following amounts:

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(a) Prime coat: 0.50 gallon of asphalt per square yard covered with 50 pounds of three-fourths-inch crushed stone or 40 pounds of three-fourths-inch crushed slag.

(b) Second coat: 0.35 gallon of asphalt per square yard covered with 20 pounds of one-half-inch crushed slag or one-half-inch crushed stone.

(c) Third coat: 0.35 gallon of asphalt per square yard covered with 20 pounds of one-half-inch crushed slag or one-half-inch crushed stone.

(3) Specifications for the materials and methods of application shall be in accordance with or equivalent to those contained in Delaware Department of Transportation Standard Specifications, Section 404.

E. Hot-laid bituminous concrete. Specifications for this material and methods of application shall be in accordance with or equivalent to those contained in Delaware Department of Transportation Standard Specification, Section 401.

F. Select borrow base course.

(1) This material shall be granular soil meeting the requirements of Delaware Department of Transportation Standard Specification, Borrow Type G. Section 209, and construction of the base shall be in accordance with the requirements contained in Delaware Department of Transportation Standard Specifications, Section 302.

(2) Equivalent base course shall be in accordance with the requirements of Section 303 (crusher-run base course) or Section 304 (quarry waste base course) of the Delaware Department of Transportation Standard Specifications.

G. Right-of-way clearing and subgrade.

(1) All right-of-way areas shall be cleared flush with the ground of all trees, brush, shrubs, down timber, rotten wood, rubbish and other debris, vegetation or obstructions.

(2) The subgrade shall be in accordance with Delaware Department of Transportation Standard Specifications, Section 202, Subsection 202.13. [NOTE: Delaware Department of Transportation Standard Specifications dated January 1, 1974, and supplemental specifications (Document No. 55.04.79.09.11) dated January 1, 1980.

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H. Certification, inspection and test boring.

(1) The County Engineer shall designate those licensed Delaware professional engineers whom he deems qualified to certify, test, inspect and accurately verify compliance with these regulations as to materials and construction standards. A list of these designees will be maintained in the office of the Planning and Zoning Department, and they shall be known as “suburban street engineers for Sussex County (SSE).”

(2) The Commission shall not approve any construction plans until the plans have been reviewed and certified for compliance with these regulations by a suburban street engineer.]

E. Road Geometry.

All roads regulated by Sussex County shall meet fire access requirements as required pursuant to the Delaware State Fire Prevention Regulations (DSFPR).

1. Road Width.

a. The minimum paved road width when using curb and gutter shall be 20 feet. The curb and gutter when carrying runoff shall be integral and meet the DelDOT Standard Construction Details, latest edition, or stone set in place.

b. The minimum road width when using open drainage shall be 20 feet.

c. The minimum road width for one-way traffic shall be 14 feet.

d. See Sub-Section 7 in this Section E for additional information regarding on-street parking.

2. Centerline Radii.

a. The minimum centerline radii for all roads posted at 17 MPH or less shall be 50 feet.

b. The centerline for roads posted higher than 17 MPH shall be increased using the AASHTO (American Association of State Highway and Transportation Officials) Green Book for normal crown roads.

3. Minimum and Maximum Longitudinal Slope.

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- a. The minimum slope for a curbed street is 0.50%.
- b. The minimum slope for an open ditch street is 0.30%.
- c. The minimum slope across a flowline is 0.50% unless a concrete valley gutter is used.
- d. The maximum longitudinal slope for all roads shall be 10%.

4. Cul-de-Sacs.

- a. No Island: The minimum radius for cul-de-sacs without an internal Island is 38 feet.
- b. Island: The paved area of a cul-de-sac with an internal grass island shall be 14 feet wide for one-way traffic and 20 feet for two-way traffic. The outer and inner radii shall be able to accommodate a ladder truck and subject to approval by the State Fire Marshal's Office.
- c. No cul de sac or additional turn-around area shall be required for a dead end street that is less than 300 feet in length measured from the nearest approved turn-around area.

5. Alternative Turn Arouds.

The following alternative turn arounds are permitted:

- a. Those listed in the DSFPR.
- b. A looped road that meets DSFPR.
- c. Alternative accesses not listed above that meets DSFPR.
- d. The maximum length of a dead end (as measured from the nearest approved turn-around area) shall be 300 feet without an additional alternative turnaround.

6. Cross Slope.

- a. The road cross slope can be a normal crown, superelevated or reverse crown.

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b. The maximum cross slope shall be 4%.

c. The minimum cross slope shall be 2%.

7. On-Street Parking

a. On street parking is prohibited on streets or alleys with a pavement width of 20 feet or less. "No Parking" signs shall be installed at a minimum of every 300 feet.

b. On-Street parking is permitted from zero degrees (parallel) to 45 degree angles where the travel lane width is not less than 22 feet.

c. The minimum width for parallel parking is 8 feet and minimum length is 22 feet. The minimum width for angle parking is 9 feet and minimum length when measured along the short side of the parking space is 18 feet.

d. On street parking shall be prohibited within the following locations:

(1) 15 feet of both sides of a fire hydrant and marked in accordance with DSFPR.

(2) 20 feet of a traffic control device (i.e. stop sign / signal).

(3) 10 feet of the Point of Tangent / Point of Curvature of an intersection.

(4) 10 feet of a crosswalk.

(5) 10 feet of a driveway.

e. These on-street parking requirements shall not affect nor be calculated as part of the parking requirements of Chapter 115, Section 162.A and B.

8. Right-of-Way / Access Easements

The right-of-way or access easements for non State-Maintained Roads shall be:

- 432 a. Placed 1 foot behind the back of curb if a sidewalk is not required.  
433  
434 b. Placed 1 foot behind the back of sidewalk if a sidewalk is required.  
435  
436 c. Placed 1 foot behind the 10-year storm water surface of roadside  
437 swales.  
438

439 9. Sidewalks.

440 Sidewalks required to be installed by Code or by project approval shall  
441 satisfy the following requirements:  
442

- 443 a. They shall be placed within the right of way or deeded easement.  
444  
445 b. A Sidewalk can be adjacent to the travel lane using additional  
446 pavement that can be added but must be differentiated from the  
447 travel lane using demarcation every 300 feet.  
448  
449 c. If the sidewalk is to be located between the parking space(s) and the  
450 roadway, the parking space shall extend a minimum of 18 feet  
451 beyond the edge of the sidewalk.  
452  
453 d. For projects with open drainage (with or without grass strips) the  
454 sidewalk must be placed along the edge of the travel lane.  
455  
456 e. Sidewalks must have 5 feet of clear width.  
457  
458 f. Sidewalks that are not constructed adjacent to the travel lane using  
459 additional pavement must be constructed using a 4,000 PSI mix with  
460 fibres mesh.  
461  
462 g. All sidewalks must have a minimum slope of 1% in any direction and  
463 a 2% maximum cross slope.  
464  
465 h. All sidewalk expansion joints shall consist of rubber or other non-  
466 biodegradable material approved by the Sussex County Engineer or  
467 his or her designee.  
468  
469 i. All sidewalks adjacent to curbing shall have expansion joints that  
470 are sealed and caulked with materials approved by the Sussex  
471 County Engineer or his or her designee.

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10. Utilities.

All utilities shall be placed within an easement and typically located within the following utility corridor wherever possible:

a. Sewer: Centerline of road or travel lane.

b. Water: Under sidewalk (where installed) or 5 feet behind edge of pavement or back of curb.

c. CATV / Telephone: Back of sidewalk or behind top of ditch bank.

d. Gas / Propane: 2 feet behind ROW.

e. Electric: 5 feet behind ROW.

11. Roundabouts.

Roundabouts shall be designed to accommodate a ladder truck entering, exiting and travelling around the roundabout and subject to approval by the Fire Marshal's Office.

12. Eye Brows.

Eye brows are a non-circular cul-de-sac that has various shapes and sizes that may provide design flexibility. Eye brows shall be designed to accommodate a ladder truck entering and exiting the eye brow and subject to approval by the Fire Marshal's Office.

13. Internal Intersections.

The minimum radius at edge of pavement for an internal intersection shall be 25 feet.

14. Sight Distance.

No vegetation or ground/monument signs may be placed within 50 feet of the Point of Tangent / Point of Curvature of an intersection with a height greater than 3 feet, unless shown otherwise with a site triangle.

15. Curb Islands

All landscaped curbed islands shall have an underdrain or liner along back of curb to prevent oversaturation from undermining the curb.

- 513 16. Alleys.  
514 a. The maximum pavement width shall be 16 feet.  
515  
516 b. The minimum pavement width shall be 10 feet.  
517  
518 c. The longitudinal cross slopes shall comply with Sections 3 and 6 of  
519 this subsection.  
520

521 F. Storm Drainage.  
522

523 1. Design Storm. Storm drainage systems within roadways regulated by Sussex  
524 County shall be designed using the Rational Method to convey the 10 year storm  
525 event. The Sussex County Rainfall Intensity Duration Frequency Curves and  
526 Rainfall Intensity Table as defined in the DelDOT Roadway Design Manual  
527 shall be used for design purposes.

528 2. Additional requirements. For drainage along roadways with greater than  
529 3,000 ADT that serve communities with a single access point, the Sussex County  
530 Engineer or his or her designee may require additional analysis to demonstrate  
531 that the road remains passable during the 25 year storm event. For purposes  
532 of this requirement, "passable" shall mean that the roadway may have  
533 stationary water of up to 6 inches higher than the crown of the road.

534 3. Open Drainage. Open drainage systems are allowed for subdivisions with a  
535 minimum lot width of 100 feet, or a width less than 100 feet if utilizing shared  
536 driveways with an adjacent lot, and shall consist of concrete or grass open  
537 swales designed in accordance with the following design criteria:

538 a. Minimum Slope:

539 i. The minimum slope of a concrete swale shall be 0.30%.

540 ii. The minimum slope of a grass swale shall be 0.50%.  
541

542 b. Bottom Width:

543 i. Concrete swale: 2 feet wide with 1 inch depth valley gutter in the  
544 middle. Porous concrete will be subject to the requirements of Sub-  
545 section G.

546 ii. Grass lined swale: 2 foot width minimum for trapezoidal channel or  
547 V-Ditch section.  
548

549 c. Side Slopes:

550 i. Front Slope: 4 foot horizontal minimum : 1 foot vertical.

551 ii. Back Slope: 3 foot horizontal minimum : 1 foot vertical with  
552 appropriate matting per approved Erosion and Sedimentation  
553 Control (ESC) plans.

- 554 iii. Driveway Culvert embankments: 3 foot horizontal minimum: 1 foot  
555 vertical with appropriate matting per approved ESC plans.  
556
- 557 d. Swale Depth:  
558 i. 1 foot minimum except at furthest upstream end, where 6 inch depth  
559 is required.  
560 ii. 2.5 foot maximum contiguous to single family lots, except where  
561 approved otherwise by the Sussex County Engineer or his or her  
562 desiginee.
- 563 e. Freeboard: The design stormwater surface elevation for open swales shall  
564 not exceed the edge of pavement or travel lane.
- 565 4. Closed Drainage. Closed drainage systems shall consist of pipe, inlet and  
566 manhole network systems.
- 567 a. Minimum Size: Minimum pipe size is 15 inch diameter or equivalent.  
568
- 569 b. Pipe Velocity: The minimum full flow pipe velocity shall be 2 feet per  
570 second.  
571
- 572 c. Freeboard: The hydraulic grade line cannot exceed the rim elevation  
573 during the Design Storm event. The design storm surface elevation for the  
574 downstream stormwater management facility or receiving water shall be  
575 used as the tailwater for the design of the closed drainage system, or the  
576 water surface elevation at time of peak inflow. Where there is no  
577 downstream tailwater impact, the starting downstream Hydraulic Grade  
578 Line elevation shall be the crown of the discharge pipe. For tidal  
579 discharges, the minimum tailwater shall be mean high water elevation. The  
580 tailwater elevation should be noted on the submitted computations.  
581
- 582 d. Pipe Material: All pipe shall be Reinforced Concrete Pipe (RCP) or High  
583 Density Polyethylene Pipe (HDPE), (AASHTO M294 Type S or AASHTO  
584 M252 Type S). Flexible pipe (HDPE) shall have a minimum cover of 1 foot,  
585 as measured from top of pipe to bottom of bituminous concrete pavement,  
586 or to the wearing surface of concrete pavement. Rigid pipe (Class III / IV  
587 RCP) shall have 12 inches of cover to the wearing surface of asphalt  
588 pavement or 9 inches of cover to the top of stone in a concrete pavement  
589 section. Cover requests less than those specified above for RCP must be  
590 accompanied with load calculations based on methodology in the American  
591 Concrete Pipe Association's Concrete Pipe Design Manual. Alternate  
592 pipe materials for pipe diameters greater than 36 inches shall be allowed

593 by the Sussex County Engineer or his or her designee on a case by case  
594 basis.

595 5. Cross Road Culverts

596 a. Minimum Size: The minimum size is 15 inches diameter or equivalent.

597  
598 b. Pipe Slope: The minimum full pipe flow velocity shall be 2 feet per second.

599  
600 c. Personnel Safety Grates: All culverts shall have a personnel safety grate as  
601 required by the Department of Natural Resources and Environmental  
602 Control.

603 6. Driveway Culverts:

604 a. Minimum Size: The minimum culvert size is 12 inches in diameter.

605  
606 b. Pipe Slope: The minimum full pipe flow velocity shall be 2 feet per second.

607  
608 c. Pipe Material: Pipe shall be RCP or HDPE, (AASHTO M294 Type S).  
609 HDPE shall be allowed with minimum 6 inches cover of stone over the pipe  
610 during homebuilding operations and Type B Graded Aggregate Base  
611 Course (GABC) backfill.

612  
613 d. Analysis: An analysis of driveway culverts is required on the downstream  
614 portion of a lot to ensure that they are sufficiently sized to convey water  
615 without impeding drainage in the roadside ditch. Culvert size for each  
616 individual lot shall be shown in the construction plans required by Section  
617 99-30.

618 G. Stormwater Management in Street or Road Rights of Way.

619  
620 Stormwater management design within all street or road rights of way shall be in  
621 accordance with the Delaware's Sediment and Stormwater Regulations and accompanying  
622 Technical Documents, or as otherwise approved by the Sussex Conservation District, or  
623 other applicable regulation. The stormwater management plan shall be approved by the  
624 Sussex Conservation District.

625  
626 1. Several Best Management Practices are suitable for use within the Right-  
627 of-Way, as listed below, and shall be designed in accordance with the  
628 Department of Natural Resources and Environmental Control's Technical  
629 Document, Chapter 3.06.02 Post Construction Stormwater BMP Standards  
630 and Specifications, as that document may be amended or supplemented.

631  
632 a. Sheet Flow to Filter Strip

- 633  
634 b. Bio Retention  
635  
636 c. Vegetated Channel/Bio-Swale  
637  
638 d. Infiltration Practices  
639 i. Infiltration Trench  
640 ii. Perforated pipe with infiltration  
641  
642 e. Permeable Pavement Systems, as follows, may be used in the right  
643 of way at the discretion of the Sussex County Engineer or his or her  
644 designee.  
645 i. Porous Asphalt  
646 ii. Pervious Concrete  
647 iii. Permeable Pavers  
648  
649 f. Soil Amendments  
650  
651 g. Detention Practices (Underground)  
652 i. Detention systems under the pavement section may be  
653 approved on a case by case basis by the Sussex County  
654 Engineer or his or her designee.  
655  
656 h. Proprietary Practices as may be approved by the Sussex County  
657 Engineer or his or her designee.  
658  
659 i. Other practices that become approved by the Department of Natural  
660 Resources and Environmental Control or the Sussex Conservation  
661 District, as allowed by the Sussex County Engineer or his or her  
662 designee.  
663  
664 2. Stormwater management practices outside of the right of way that are  
665 designed to treat roadway drainage must be located in a deeded open space  
666 area and contained within an easement.

667 H. Road Pavement Design.  
668

- 669 1. Average Daily Trips. For the purposes of this Chapter, the following Average  
670 Daily Trips (ADTs) per unit shall be used:  
671  
672 a. Single Family Dwelling– 10 ADTs per unit.  
673 b. Townhouse – 7 ADTs per unit.  
674 c. Multifamily Dwelling (not townhouse)– 6 ADTs per unit.

- 675 d. Manufactured Home – 5 ADTs per unit.
- 676 e. Retirement Community – 4 ADTs per unit.
- 677
- 678 2. Subbase Course for Standard Pavement must include one of the following:
- 679 a. Graded Aggregate Base Course: 8 inch maximum lift.
- 680 b. Crushed Concrete: 8 inch maximum lift.
- 681 c. Millings: 8 inch maximum lift.
- 682
- 683 3. Bituminous Concrete for Standard Pavement must include one of the
- 684 following:
- 685 a. Type Bituminous Concrete Base Course : 4 inch maximum lift
- 686 b. Type B: 4 inch maximum lift
- 687 c. Type C: 2 inch maximum lift
- 688
- 689 4. Porous Bituminous Concrete.
- 690 a. May be permitted in consultation with the Sussex County Engineer
- 691 or his or her designee.
- 692 b. Must include a maintenance management plan.
- 693
- 694 5. Porous Portland Cement Concrete.
- 695 a. May be permitted in consultation with the Sussex County Engineer
- 696 or his or her designee.
- 697 b. Must include a maintenance management plan.
- 698
- 699 6. Pavers.
- 700 a. May be permitted in consultation with the Sussex County Engineer
- 701 or his or her designee.
- 702 b. Must include a maintenance management plan.
- 703
- 704 7. Structural Numbers (SN).
- 705 a. 1 – 50 ADT shall require  $SN \geq 2.42$  based on California Bearing
- 706 Ratio 10. Base course sections shall be equivalent to 80% of the
- 707 SN; provided however, that the topcoat shall not be less 1.25 inch
- 708 Type C.
- 709
- 710 b. 51 – 3,000 ADT shall require  $SN \geq 3.06$  based on California
- 711 Bearing Ratio 10. Base course sections shall be equivalent to 80%
- 712 of the SN; provided however, that the topcoat shall not be less 1.25
- 713 inch Type C.
- 714
- 715 c. Greater than 3,001 ADT: Pavement section shall be determined by
- 716 a geo-technical engineer.

717  
718 I. Unless otherwise provided herein, all materials used in work governed by this  
719 Section shall meet or exceed the DelDOT Standards and Specifications for Road  
720 and Bridge Construction, as amended.

721  
722 J. The Sussex County Engineer shall have, in appropriate circumstances and upon a  
723 finding of good cause, the ability to grant administrative waivers from the  
724 requirements of this Section.  
725

726 **Section 6.** The Code of Sussex County, Chapter 99, Article VI, §99-29 “Minimum Installation  
727 Requirements” is hereby amended by deleting the language in brackets in subsection D.(2)(c) and  
728 E.(1)(d) as follows:

729 **§99-29. Minimum Installation Requirements.**

730 . . .

731 D. Water supply facilities.

732 (2) All subdivisions requiring a public water supply shall be provided with a  
733 water supply and distribution system and fire hydrants meeting nationally  
734 recognized standards which have been adopted by the County Engineer.

735 [(c) The county reserves the right to collect appropriate fees for  
736 engineering design review and for any field inspection deemed  
737 necessary by the County Engineer.]

738 . . .

739 E. Sanitary Sewer Facilities.

740 (1) Every subdivision with lots of such size as to require a public sewer system  
741 under the zoning regulations or the regulations of the State Department of  
742 Natural Resources and Environmental Control and/or the County Engineer  
743 shall be provided with a community sanitary sewer system connected to a  
744 county or municipal system or to an adequate community sewerage disposal  
745 plant meeting the requirements of the State Department of Natural  
746 Resources and Environmental Control and the County Engineer. If  
747 connected to the county or municipal system, sewers shall be constructed to  
748 meet the standards and requirements of such system and shall become a part  
749 thereof without cost to the county or municipality. If built as an independent  
750 system, sanitary sewer facilities shall meet nationally recognized standards  
751 which have been adopted by the County Engineer.

752 [(d) The County reserves the right to collect appropriate fees for the  
753 engineering design review and for any field inspections deemed  
754 necessary by the County Engineer.]

755

756 **Section 7.** The Code of Sussex County, Chapter 99, Article VI, §99-30 “Plans” is hereby amended  
757 by deleting the language in brackets and inserting the italicized and underlined language and  
758 adding a new subsection G, H, I and J as follows:

759 **§99-30. Plans.**

760 Plans, profiles and specifications for the required improvements shall be prepared  
761 by the subdivider and submitted for approval by the appropriate public authorities  
762 prior to construction. No construction shall commence prior to the issuance of a  
763 Notice to Proceed by the County Engineer or his or her designee for the required  
764 improvements. All plans, profiles and specifications approved by the County  
765 Engineer or his or her designee with the issuance of a Notice to Proceed shall  
766 remain valid or, if substantial construction is not actively and continuously  
767 underway, they shall expire upon the expiration of the Final Site Plan. Prior to the  
768 issuance of a Notice to Proceed the County Engineer may require the owner and/or  
769 his designee to execute an agreement addressing the required improvements.

770 The plans and profiles submitted for all new construction shall include the following:

771 . . .

772 G. A Bulk Grading Plan as may be required by Chapter 99.

773 H. All construction and specification plans shall include an owner’s statement  
774 acknowledging ownership of the property and agreeing to the requirements and  
775 information shown on the plat signed by the owner or owners; an engineer’s  
776 statement certifying the information shown on the plat; and a statement as required  
777 by §99-26A.(17). In addition, a 3 by 5 inch block shall be included at the bottom  
778 right corner of the plan Title Sheet containing the Agreement Number of the project,  
779 the Ordinance or Subdivision Number of the project and a signature line for the  
780 County Engineer.

781 I. DelDOT standard construction details may be provided by schedule or by inclusion  
782 of the details within the construction and specification plans.

783 J. The Sussex County Engineer shall have the authority to establish additional  
784 submission requirements and standards.

785

786 **Section 8.** The Code of Sussex County, Chapter 99, Article VI, §99-31 “Inspections; Fees” is  
787 hereby amended by revising the title of the Section to “Inspections, Closeout Procedures and Fees”  
788 and by deleting the language in brackets and inserting the italicized language as follows:

789 **§99-31 Inspections, Closeout Procedures and Fees.**

790 A. Following the issuance of a Notice to Proceed as required by this Article, [A]all  
791 construction work on improvements required herein shall be subject to inspection  
792 and approval by the County Engineer and/or other authorized individuals during  
793 and upon completion of such construction work to confirm that all work has been  
794 performed in accordance the requirements of this Chapter. [Upon the completion  
795 of each improvement, the subdivider shall furnish the appropriate official with an

796 accurate and detailed description of location and the completion date of the  
797 improvement as it was actually constructed].

798 B. Upon the issuance of a Notice to Proceed as required by this Article, the required  
799 improvements shall proceed in a timely fashion.

800 C. Pavement topcoats on all streets and roadways shall be completed in accordance  
801 with the following percentages for the project or approved phase:

<u>Certificate of Occupancy Percentage</u>	<u>Top Coat Must be Installed Within</u>
<u>40%</u>	<u>5 years</u>
<u>50%</u>	<u>3 years</u>
<u>70%</u>	<u>2 years</u>
<u>90%</u>	<u>1 year</u>

807 D. A two-year extension from the requirements of subsection C. above may be granted  
808 at the discretion of the County Engineer if the following factors can be  
809 demonstrated:

810 (1) There is active construction occurring in the approved phase. For purposes  
811 of this Article, "Active Construction" is defined as a minimum of five  
812 percent (rounded up to the next whole number) of the total lots in the  
813 approved phase have had a Certificate of Occupancy issued during the two  
814 years prior to the date of the extension request.

815 (2) A maximum of 2, two-year time extensions may be granted per approved  
816 phase.

817 (3) Any two-year extension granted by the County Engineer shall supersede the  
818 deadlines set forth in subsection C. above, and the Top Coat must be  
819 installed by the expiration of the time extension.

820 (4) Entrance areas that provide the only point of vehicular access for a  
821 development are eligible for an extension without satisfying the percentages  
822 outlined in subsection C of this section at the discretion of the County  
823 Engineer.

824 E. Project Close-Out Procedures.

825 (1) Prior to top coat surface application, the road must pass a pre-pave  
826 inspection and all punch list items required by the County Engineer or his  
827 or her designee must be completed. All final top coat surfaces must pass  
828 top coat inspections and approval by the County Engineer or his or her  
829 designee and have completed all items listed on the punch list issued by the  
830 County Engineer or his or her designee.

831  
832 (2) If concrete curb damage is evident as determined by the County Engineer  
833 or his or her designee the following repairs are required:  
834

- 835 a. If a vertical crack is less than 1/32 of an inch wide then the curb is  
836 acceptable.  
837 b. If a vertical crack is more than 1/32 of an inch wide then the crack  
838 must be sawcut and filled with a backer rod and sealant.  
839 c. If the curb is chipped with a width and/or height 2 inches or less and  
840 less than 1/4 inches deep then the chip must be patched with a sealant.  
841 d. If there are more than 6 chips and/or 3 vertical cracks or a total of  
842 6 chips and vertical cracks within a 4 foot section of curb then the  
843 curb must be replaced. The 4 foot section shall be measured from  
844 each chip.  
845 e. If replacement is required, the curb shall be saw cut and replaced  
846 in a minimum of 4 foot section and not within 4 feet of a joint.  
847 f. As new technology emerges it may be considered as a method to  
848 repair or replace curb. One such example includes milling a section  
849 of curb adjacent to the roadway.  
850 g. The County Engineer or his or her designee may require concrete  
851 core samples.  
852

853 (3) If sidewalk or driveway apron damage is evident as determined by the  
854 County Engineer or his or her designee the following repairs are required:  
855

- 856 a. If a vertical crack is less than 1/32 of an inch wide then the curb is  
857 acceptable.  
858 b. If a vertical crack is more than 1/32 of an inch wide then the crack  
859 must be sawcut and filled with a backer rod and sealant.  
860 c. If the curb is chipped with a width and or height 2 inches or less and  
861 less than 1/4 inches deep then the chip must be patched with a sealant.  
862 d. If there are more than 6 chips and / or 3 vertical cracks or a total of  
863 6 chips and vertical cracks within a 4 foot section of concrete then  
864 the concrete must be replaced from joint to joint.  
865 e. If there is a vertical difference greater than 1/4 inch at a joint, then  
866 the concrete must be preplaced from joint to joint  
867 f. If replacement is required, the concrete shall be saw cut and  
868 replaced in a minimum of 4 foot sections at the joints.  
869 g. As new technology emerges it may be considered as a method to  
870 repair or replace curb. One such example includes milling a section  
871 of curb adjacent to the roadway.  
872 h. The County Engineer or his or her designee may require concrete  
873 core samples.  
874

875 (4) If pavement damage is evident as determined by the Sussex County Engineer

876 and/or other authorized individuals, the damaged area shall be repaired by  
877 traditional mill and overlay practices. New technologies may also be  
878 considered following consultation with a Registered Professional Engineer  
879 and approval of the Sussex County Engineer.

880  
881 (5) The following tolerances shall apply to the following items at the time of  
882 project closeout:

883  
884 a. Open Cross Road Pipes: an invert elevation of plus or minus  
885 0.05 feet.

886  
887 b. Swales within the ROW: and invert elevation of plus or  
888 minus 0.10 feet.

889  
890 (6) All driveway pipes for unfinished lots shown on the approved Detailed  
891 Grading Plan shall be installed prior to the top coat inspection.

892  
893 (7) For any closed drainage system project closeout inspection, the County  
894 Engineer or his or her designee may require the storm drain pipes to be  
895 flushed.

896  
897 (8) Pavement Cores:

898  
899 a. Curb and Gutter: The County Engineer or his or her  
900 designee may require pavement cores to be taken at the base  
901 course with a minimum of one core per road and / or one  
902 core per 500 linear feet.

903  
904 b. Open Drainage: The County Engineer or his or her designee  
905 individual may require pavement cores to be taken at the  
906 base course and/or wearing course with a minimum of one  
907 core per road and/or one core per 500 linear feet.

908  
909 c. Should the cores show the road section to be less than what  
910 is required, a geotechnical engineer shall determine if the  
911 Structural Numbers are sufficient or additional pavement is  
912 necessary.

913  
914 d. The County Engineer or his or her designee may require  
915 sidewalk cores to be taken at one core per 500 linear feet.

916  
917 (9) Upon the satisfaction of all requirements, the owner or her his or her  
918 designee may apply for a determination of "Substantial Completion" by the  
919 County Engineer. "Substantial Completion" shall confirm that all work  
920 has been performed to the extent that it is in a condition to be utilized in the  
921 manner required, designed and intended, and any included conditions have

922 been addressed.

923  
924 [B.]F. Based on the recommendations of the County Engineer, the County Council shall  
925 establish a schedule of fees to be paid by the subdivider in order to reimburse the county for the  
926 cost of inspecting all construction work on improvements required herein. This schedule of fees  
927 shall be adopted as part of the Annual Sussex County Budget. [Costs reimbursed shall be only  
928 those actually incurred by the county in inspecting work for which the county has the authority to  
929 establish design standards or has need to ensure that efficient maintenance can be accomplished  
930 adequately.]

931  
932 **Section 9.** The Code of Sussex County, Chapter 99, Article VI, §99-32 “Bonds and Guaranties”  
933 is hereby amended by deleting the language in brackets and inserting the italicized and underlined  
934 language as follows:

935 **§99-32 Bonds and Guaranties**

936 A. As a condition of approval of improvement plans, the County Council shall require  
937 the subdivider to post a performance bond or other guaranty for any improvements required  
938 by the application of this chapter in an amount sufficient to construct the improvements  
939 and in a form acceptable to the County Attorney. The amount of such bond shall be [no  
940 less than] 125% of the cost of improvements or \$50,000.00, whichever is greater. Bonding  
941 and guaranties may be required for street and road improvements, water supply facilities,  
942 sanitary sewer facilities [forested] buffers [strips], amenities, recreational facilities [all  
943 areas approved as open space as defined in §99-5] and other improvements deemed  
944 necessary by the Commission or required by the Subdivision Ordinance. All amenities  
945 and/or recreational facilities required by the Commission or shown on the final plat shall  
946 be bonded as a separate phase or phase of the subdivision.

947 . . . .

948 D. Notwithstanding the preceding subsections of this section, no performance bond or  
949 other guaranty shall be required for improvements required by the application of this  
950 chapter upon lands owned by the party seeking to construct the improvements, provided,  
951 however, that no lots shall be sold or transferred and no residential building permits or  
952 zoning permits shall be issued until: 1) all required improvements are constructed and  
953 receive substantial completion; or 2) a bond or guaranty is posted in accordance with  
954 section A, B and C of this section. [In the event no bond or performance guaranty is  
955 provided, a notice in the form acceptable to the County Attorney shall be recorded in the  
956 office of the Recorder of Deeds putting the public on notice that no transfer or sale of lots  
957 is permitted in the development until such bond or guaranty is provided as required by this  
958 section. This subsection D of 99-32 of Chapter 99 of the Code of Sussex County shall  
959 automatically sunset and expire on January 1, 2016.] Provided, however, that a party  
960 seeking to transfer a lot or obtain a residential building permit or zoning permit prior to  
961 substantial completion may notify the county in writing of the intention to do so and provide  
962 an estimate for the work that remains to construct the improvements using unit prices  
963 published by Sussex County. The performance bond or guaranty shall either by 125% of  
964 the value of the estimate or \$50,000.00, whichever is greater. The party seeking to transfer

965 lots or obtain a residential building permit or zoning permit shall allow 20 days from the  
966 date of written notice to review the estimate, complete the necessary inspections and  
967 determine the amount of the performance bond or guaranty required for the remaining  
968 improvements.

969 E. After a performance bond or other guaranty is provided as required herein, a party  
970 may not alter the area of an approved phase of the development unless a new performance  
971 bond or other guaranty is provided for the new or altered phase. Any such alteration shall  
972 be subject to the approval of the Sussex County Engineer or his or her designee.

973

974

975 **Section 10.** The Code of Sussex County, Chapter 99, Article VIII, §99-36 “Restrictions on  
976 Issuance of Building Permit” is hereby amended to change the title of the section and by inserting  
977 the italicized and underlined language at the end thereof, as follows:

978 **§99-36 Restrictions on Issuance of a Building Permit and Certificate of Occupancy.**

979 No building permit shall be issued nor shall construction be authorized by the county on lands  
980 where a subdivision plat is required to be approved and recorded as provided herein unless such  
981 construction or use is in compliance with this chapter. No permit shall be issued until all required  
982 improvements have been installed, constructed or placed for the lot for which the permit is to be  
983 issued or [until bonds or performance guaranties] unless the requirements that have been  
984 established in accordance with the provisions of §99-32 of this chapter have been satisfied. No  
985 permit shall be issued nor shall construction be authorized by the county until an Individual Lot  
986 Grading Plan has been supplied to, and approved by the county; provided, however, that this shall  
987 not apply to a lot within a subdivision that was not required to include a Bulk Grading Plan as  
988 part of the approved Final Site Plan. No Certificate of Occupancy shall be issued until a Lot  
989 Grading Certificate is submitted to the Building Code Department demonstrating general  
990 conformity with the Individual Lot Grading Plan, provided, however, that this shall not apply to a  
991 lot within a subdivision that was not required to include a Bulk Grading Plan.

992

993 **Section 11.** The Code of Sussex County, Chapter 99, Article VI, §99-40 “Sunsetting of Major  
994 Subdivision Approval” is hereby amended by deleting the language in brackets and inserting the  
995 italicized and underlined language as follows:

996 **§99-40 Sunsetting of Major Subdivision Approval.**

997 A. Unless an extension is granted in accordance with §99-40[F]E below, any major  
998 subdivision approval granted by the Commission subsequent to the effective date of this section  
999 shall be rendered null and void if substantial construction is not [commenced] actively and  
1000 continuously maintained and/or underway thereon within five years of the date of recordation of  
1001 the final plat pursuant to §99-11.

1002 [B. Any major subdivision approval granted by the Commission after March 23, 1982  
1003 and prior to the effective date of this section shall be rendered null and void if substantial  
1004 construction is not commenced thereon within five years of the effective date of this section.

1005 C. Any major subdivision approval granted by the Commission after March 23, 1982  
1006 and prior to the effective date of this section, but for which a final plat has not yet been recorded,  
1007 shall be rendered null and void if substantial construction is not commenced thereon within five  
1008 years of the date of recordation of the final plat pursuant to §99-11.

1009 D. Any major subdivision lawfully existing on or before March 23, 1982, shall be  
1010 rendered null and void if substantial construction is not commenced thereon within five years of  
1011 the effective date of this section.]

1012 [E.]B. For purposes of this section, the term “substantial construction” shall mean that the  
1013 right of way has been cleared, the roadway has been rough-graded, the drainage system and/or  
1014 stormwater management facilities have been rough graded and erosion and sedimentation control  
1015 measures are in place and being actively maintained and proceeding to completion as required by  
1016 this Article.

1017 [F.]C. The applicant of any preliminary subdivision plat under §99-9B, and any recorded  
1018 subdivision plat valid under §99-11 and §99-40; any Residential Planned Community District valid  
1019 under Article XVI of Chapter 115 of the Sussex County Code; or any conditional use action  
1020 approved and valid pursuant to the provision of Article XVI, Article XXIV and Article XXVIII of  
1021 Chapter 115 of the Sussex County Code and relating to new residential, commercial or industrial  
1022 developments may seek up to a six-month extension of said approval pursuant to this §99-40[F]C.

1023 (1) Prior to the expiration of its current approval, any applicant holding a currently valid  
1024 approval as set forth in this §99-40[F]C. may request an extension of up to six months for  
1025 the validity of said approval. The six-month period shall commence upon the date of  
1026 expiration of the current approval. Such a request must be in writing and delivered to the  
1027 Director on or before the expiration date of its current approval. At a minimum, the written  
1028 request must include the following information:

1029 . . .

1030 (2) The Director, after consultation with and input from other County departments or  
1031 public agencies as the Director sees fit, shall consider any written request and the  
1032 accompanying documentation submitted pursuant to this §99-40[F]C. Time extensions  
1033 shall be recommended to Sussex County Council by the Director only upon a finding that  
1034 all of the following criteria have been met: (i) that the approval constitutes one of the  
1035 approvals defined in the first paragraph of §99-40[F]C.; (ii) that the request for said  
1036 extension was timely filed; (iii) that all of the information required herein has been  
1037 supplied; (iv) that there is good cause for the granting of the requested extension; (v) that  
1038 necessity for the extension is due primarily to reasons beyond the reasonable control of the  
1039 applicant, such as undue delays in receiving regulatory approvals, litigation affecting the  
1040 progression of the project, third party economic restrictions of an extraordinary and  
1041 unreasonable nature, or delays caused by significant medical or health issues impacting  
1042 applicant’s key stakeholders; (vi) with respect to subdivisions with recorded final plats that  
1043 are valid in accordance with §99-11 and §99-40, that there is a reasonable plan and schedule  
1044 demonstrating that the improvements set forth on the subdivision plat in conformance with  
1045 Chapter 99, Article VI of the Sussex County Code will reach “substantial construction”  
1046 within six months; and (vi) with respect to a conditional use under Chapter 115, Article  
1047 XXIV of the Sussex County Code, that there is a reasonable plan and schedule

1048 demonstrating that the construction or use shall be “substantially underway” within six  
1049 months.

1050 (3) After consideration of the relevant factors in accordance with this §99-40[F]C, the  
1051 Director shall make a written recommendation whether to grant an extension to the  
1052 applicant. This recommendation will be provided to Sussex County Council, who shall  
1053 render the final decision whether to grant an extension to the applicant for up to six months  
1054 from the expiration date of the current approval.

1055  
1056 **Section 12.** The Code of Sussex County, Chapter 115, Article I, §115-4 “Definitions and Word  
1057 Usage” is hereby amended by inserting the italicized and underlined language in alphabetical order  
1058 within the Section as follows:

1059 **§115-4 Definitions and Word Usage.**

1060 *BULK GRADING PLAN – An overall grading plan prepared by a licensed professional who is*  
1061 *permitted to prepare Detailed Sediment and Stormwater Plans specifying the elevation, surface*  
1062 *gradients, lot types, swale locations, driveway pipe sizes and other drainage information required*  
1063 *for grading, as further set forth in the Sussex Conservation District Technical Drainage and*  
1064 *Grading Requirements. A Bulk Grading Plan shall confirm that all conveyance features must be*  
1065 *located in deeded open space or the subject of a permanent easement, and satisfy the following*  
1066 *requirements:*

1067 *Conveyance Swale Design Criteria:*

1068 *a. A minimum longitudinal swale slope of 1.0% if contiguous to a dwelling*  
1069 *excluding roadside swales. If the slope is greater than .5% but less than 1%, then*  
1070 *no more than 300 feet of conveyance swale can be routed through an adjacent lot,*  
1071 *not to exceed three (3) side-by-side lots, prior to entering a closed drainage system.*  
1072 *All other conveyance swale design criteria shall apply.*

1073 *b. Maximum side slopes of 3:1 or flatter.*

1074 *c. Must contain the 10 year design storm within the banks.*

1075 *d. Conveyance must be non-erosive.*

1076 *e. Must show spot elevations at grade breaks in the proposed conveyances*  
1077 *swales as applicable.*

1078 *f. Must include flow direction arrows.*

1079 *g. Pipe/Inlet size, Type, Inverts, Slope, Rim Elevations must be labeled on the*  
1080 *plan view.*

1081 *h. Must include a Summary Table listing conveyance swale drainage area,*  
1082 *discharge (Q10), velocity and depth of flow.*

1083 *Closed Drainage System Design Criteria:*

- 1084 a. Must include yard basins where required within the drainage easement or
- 1085 open space to capture and convey lot surface runoff via a closed system to a positive
- 1086 outfall location.
- 1087 b. Must show spot elevations at grade breaks in the proposed conveyance
- 1088 swales as applicable.
- 1089 c. Must include flow direction arrows.
- 1090 d. Pipe/Inlet Size, Type, Inverts, Slope, Rim Elevations must be labeled on the
- 1091 plan view.
- 1092 e. Profiles for closed drainage systems receiving residential lot drainage shall
- 1093 only be required on multi-runs.
- 1094 f. Must include a Summary Table listing conveyance swale drainage area,
- 1095 discharge (Q10), velocity and depth of flow.

1096 ...

1097 DETAILED GRADING PLAN – A plan depicting final grades for land development prepared by

1098 a licensed professional who is permitted to prepare Detailed Sediment and Stormwater Plans,

1099 including dwelling perimeter spot elevations and conveyance features to ensure positive drainage

1100 under the minimum slope requirements. A Detailed Grading Plan shall satisfy the following

1101 requirements:

- 1102 a. It must demonstrate that sites adjacent to dwellings can be graded with a minimum
- 1103 5% slope the first ten (10) feet from the dwelling or as required by building/residential
- 1104 codes and 1% beyond a point ten (10) from the side and rear swales or a closed pipe or
- 1105 swale positive outfall.
- 1106 b. It must show spot elevations delineating grade breaks at all property and right of
- 1107 way lines including finished grades at all dwelling corners.
- 1108 c. It must show first floor and slab elevations.
- 1109 d. Relief from the foregoing standards may be granted by the Sussex County Engineer
- 1110 for environmental, topographical, archeological or site constraints or low impact
- 1111 development (i.e. rain gardens, bio swales, etc.).

1112 ...

1113 INDIVIDUAL SITE GRADING PLAN –A lot grading plan prepared by a licensed professional

1114 who is permitted to prepare Detailed Sediment and Stormwater Plans conforming to the approved

1115 Detailed Grading Plan submitted simultaneously with a building permit for construction. An

1116 Individual Site Grading Plan shall satisfy the following requirements:

- 1117 a. It must show compliance with a minimum 5% slope the first ten (10) feet from a
- 1118 dwelling or as required by building/residential codes and 1% beyond a point ten (10) from
- 1119 the side and rear swales or a closed pipe or swale positive outfall.
- 1120 b. It must show spot elevations delineating grade breaks at all property and right of
- 1121 way lines including finished grades at all dwelling corners.

- 1122 c. It must show first floor and slab elevations.
- 1123 d. Relief from the foregoing standards may be granted by the Sussex County Engineer  
1124 for environmental, topographic, archeological or site constraints or low impact  
1125 development (i.e. rain gardens, bio swales, etc.).

1126 . . .

1127 GRADING CERTIFICATE – A certification prepared by a licensed professional who is permitted  
1128 to prepare Detailed Sediment and Stormwater Plans that a site, as graded, is in general conformity  
1129 with the Individual Site Grading Plan. A Lot Grading Certificate shall include the following  
1130 information:

- 1131 a. North Arrow.
- 1132 b. Tax Map and Parcel Number(s)
- 1133 c. Subdivision Name and lot number.
- 1134 d. Property lines, lot dimensions, drainage easements and adjacent rights of way.
- 1135 e. The location of the following items:
- 1136 (i) Elevations at four (4) corners of the structure and at the location of the spot  
1137 elevations indicated on the Detailed Grading Plan as applicable.
- 1138 (ii) Inverts of drainage structures receiving runoff from the site.
- 1139 (iii) Top and bottom of curb and gutter (if applicable).
- 1140 (iv) Driveway culvert pipe material, size and inverts, where applicable.
- 1141 (v) Immediately adjacent upstream and downstream driveway culverts,  
1142 including inverts and pipe sizes (if applicable).
- 1143 (vi) Swale inverts along property frontage.
- 1144 f. Finished floor and slab elevations.
- 1145 g. A description of any discrepancies or variations from the approved plans  
1146 (including site plans, Detailed Grading Plan, construction plans or calculations and  
1147 specifications) and any approved revisions as a result thereof.

1148 PARKING LOT DRIVE - A paved drive or network of drives for the exclusive access to  
1149 perpendicular and/or angled parking spaces and connected to a street via an intersection in  
1150 accordance with Chapter 99.

1151 PARKING SPACE, OFF-STREET – [An all weather surfaced] A paved area not part of a street  
1152 or alley [and having an area of not less than 10 feet by 20 feet for vertical, nine feet by 18 feet for  
1153 diagonal parking and 10 feet by 22 feet for parallel parking] exclusive of driveways and parking  
1154 lot drives permanently reserved for the temporary storage of one vehicle and connected with the  
1155 street or alley by a paved [driveway] surface which affords ingress and egress for an automobile  
1156 without requiring another automobile to be moved. [An all-weather surfaced area will be a  
1157 minimum of two courses of bituminous surface treatment. The dimensions for vertical or diagonal

1158 off-street parking spaces may be reduced to permit spaces for compact cars in accordance with  
1159 §115-166A.]

1160 . . .

1161 STREET – A public or private thoroughfare which affords the principal means of access to  
1162 abutting lots [properties] and whether designated as a “freeway”, “expressway”, “highway”,  
1163 “road”, “avenue”, “boulevard”, “lane”, “place”, “circle”, or however otherwise designated. [The  
1164 minimum width of a street right of way shall be 50 feet].

1165

1166 **Section 13.** The Code of Sussex County, Chapter 115, Article XVI, §115-128 “Requirements  
1167 Regarding Parking and Streets and Driveways” is hereby amended by deleting the language in  
1168 brackets and inserting the italicized and underlined language as follows:

1169 **§115-128 Requirements Regarding Parking and Streets and Driveways.**

1170 Off Street parking shall be provided meeting the minimum requirements of these regulations.  
1171 Design and improvements of parking lots and garages shall also conform to these regulations and  
1172 other applicable regulations and ordinances. Design, arrangement and improvement of streets *with*  
1173 *lot frontage* [and driveways] shall conform to Chapter 99 [the ordinance or ordinances and  
1174 regulations governing the subdivision of land].

1175

1176 **Section 14.** The Code of Sussex County, Chapter 115, Article XVI, §115-129 “Guaranty of  
1177 Completion” is hereby amended by deleting the language in brackets and inserting the italicized  
1178 and underlined language as follows:

1179 **§115-129 Guaranty of Completion.**

1180 [Before approval of a development plan, the Planning and Zoning Commission may recommend  
1181 and the County Council may require a contract with safeguards approved by the County Attorney  
1182 guaranteeing completion of the development plan in a period to be specified by the Commission  
1183 in approving the site plan.] All RPC Districts shall be subject to the bonding and guaranty  
1184 requirements of §99-32.

1185

1186 **Section 15.** The Code of Sussex County, Chapter 115, Article XXIV, §115-172G and H “Special  
1187 Requirements” is hereby amended by deleting the language in brackets and inserting the italicized  
1188 and underlined language as follows:

1189 **§115-172 Special Requirements.**

1190 The following special requirements shall be conditions of approval and development of the  
1191 indicated conditional uses:

1192 . . .

1193 G. Manufactured Home Park, provided that:

1194 (1) *Exterior* [A]access to the manufactured home park shall be from a public highway  
1195 having an *easement* width of at least 50 feet, that the number and location of access drives  
1196 shall be controlled for traffic safety and protection of surrounding properties, that no  
1197 manufactured home space shall be designed for direct access to a street outside the  
1198 boundaries of the manufactured home park and that the interior access drive *easements*  
1199 shall be properly lighted and at least 50 feet in width, [hard surfaced and maintained in  
1200 accord with applicable County specifications and ordinances for subdivision streets *with at*  
1201 *least 20 feet in pavement width for two-way traffic and least 14 feet in pavement width for*  
1202 *one-way traffic.*

1203 . . .

1204 H. (1) *Exterior* [A]access shall be from a public highway having an *easement* width of at least  
1205 50 feet, that the number and location of access drives shall be controlled for traffic safety  
1206 and protection of surrounding properties, that no camping or trailer space shall be designed  
1207 for direct access to a street outside the boundaries of the park and that the [principal]  
1208 interior access drive *easements* shall be properly lighted and at least 30 feet in width,  
1209 [maintained] *with at least 20 feet in pavement width for two-way traffic and least 14 feet*  
1210 *in pavement width for one-way traffic.*

1211

1212 **Section 16.** The Code of Sussex County, Chapter 115, Article XXIV, §115-174 “Period of  
1213 Validity of Approval” is hereby amended by adjusting a code section reference so that the last  
1214 sentence thereof now states as follows:

1215 **§115-174 Period of Validity of Approval.**

1216 . . . An extension of this time period may be sought in accordance with §99-40[F]C.

1217

1218 **Section 17.** The Code of Sussex County, Chapter 115, Article XXVII, §115-218F “Procedure for  
1219 RPC District and Conditional Use Site Plan Approval” is hereby amended by adjusting a code  
1220 section reference so that the last sentence thereof now states as follows:

1221 **§115-218 Procedure for RPC District and Conditional Use Site Plan Approval.**

1222 . . .An extension of these time periods may be sought in accordance with §99-40[F]C.

1223

1224 **Section 18.** The Code of Sussex County, Chapter 115, Article XXVII, §115-221 “Final Site Plan  
1225 Requirements” is hereby amended by inserting the italicized and underlined language immediately  
1226 following §115-221.B.(16) and by inserting a new subsection D. as follows:

1227 **§115-221 Final Site Plan Requirements.**

1228 *(17) A Bulk Grading Plan.*

1229 . . .

1230 D. A final site plan required for any of the major uses governed by §115-219 shall be valid  
1231 for a period of 5 years from the date of approval by the Commission. Any such final site plan shall  
1232 be rendered null and void if substantial construction is not actively and continuously underway on  
1233 the use within 5 years of the date of approval by the Commission. For purposes of this section,  
1234 the term “substantial construction” shall mean that the roadways or parking areas have been  
1235 cleared and rough-graded, the drainage system and/or stormwater management facilities have  
1236 been rough graded and erosion and sedimentation control measures are in place and being  
1237 actively maintained and construction of the use is actively proceeding to completion.

1238  
1239 **Section 19.** The Code of Sussex County, Chapter 115, Article XXVII, §115-224 “Permits” is  
1240 hereby amended by inserting the italicized and underlined language immediately following §115-  
1241 224.I. as follows:

1242 **§115-224 Permits.**

1243 J. No permit shall be issued nor shall construction be authorized by the county until an  
1244 Individual Site Grading Plan has been supplied to, and approved by the county. No Certificate of  
1245 Occupancy shall be issued until a Grading Certificate is submitted to the Building Code  
1246 Department demonstrating general conformity with the Individual Site Grading Plan. Provided,  
1247 however, that these requirements shall not apply to a development that was not required to include  
1248 a Bulk Grading Plan as part of the approved Final Site Plan.

1249  
1250 **Section 20.** The Code of Sussex County, Chapter 110, Article XI, §110-84 “Project Construction  
1251 Permit” is hereby amended by deleting the language in brackets and inserting the italicized and  
1252 underlined language as follows:

1253 **§110-84 Project Construction Permit.**

1254 Prior to the commencement of any construction of water or sanitary sewer facilities under this Part  
1255 2, the developer shall obtain a project construction permit from the county. Said permit shall not  
1256 be issued until the following requirements have been met by the developer:

1257 . . .  
1258 D. Payment of a construction, administration and inspection fee is required.  
1259 [sufficient to reimburse the county for construction of said water or sanitary sewer  
1260 facilities.] This fee shall be included in the schedule of fees adopted as part of the Annual  
1261 Sussex County Budget.

1262 E. Payment of the engineering fees for engineering design review is required. [as  
1263 provided by a regulation which may be adopted by the Sussex County Council by  
1264 resolution, which shall set forward the fees required by this subsection]. This fee shall be  
1265 included in the schedule of fees adopted as part of the Annual Sussex County Budget.

1266 [F. Payment of administrative costs.]

1267

1268 **Section 21.** The Code of Sussex County, Chapter 110, Article XXI, §110-136 “Application; Fee”  
1269 is hereby amended by deleting the language in brackets and inserting the italicized and underlined  
1270 language as follows:

1271 **§110-136 Application; Fee.**

1272 Any person, firm or corporation applying to the County Engineer for the revision of a  
1273 sanitary or water district boundary without election pursuant to 9 Del. C. §6502 shall be  
1274 required to pay such amount as may be required by the Sussex County Council to defray  
1275 the administrative cost of the process of that request. *This fee shall be included in the*  
1276 *schedule of fees adopted as part of the Annual Sussex County Budget.*

1277 **Section 22.** Effective Date.

1278 Sections 1, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 20 and 21 shall be effective upon  
1279 adoption. The remaining Sections, 2, 3, 5, 10, 18 and 19 shall take effect \_\_\_ days from  
1280 the date of adoption by County Council; provided however, that upon agreement with the  
1281 developer/property owner, these sections may be implemented earlier.

1282

1283

1284