



NEW CASTLE COUNTY COUNCIL COUNCIL MEETING

January 13, 2026
6:30 PM

VIRTUAL ZOOM WEBINAR MEETING &
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801**

AGENDA

A. Call to Order

- **Moment of Silence**
- **Pledge of Allegiance**
- **Roll Call**

B. Approval of Minutes

C. Announcements

D. Introduction of Ordinances

°26-001: REVISE ZONING MAP: ST GEORGES HUNDRED, NORTHEASTERLY CORNER OF WALLACE ROAD AND DUPONT PARKWAY; REZONE TAX PARCELS 13-023.40-039 (221 GILBERT DR., OLIVERO SUBDIVISION), 13-023.40-041 (222 GILBERT DR., DAVID AND CARROW SUBDIVISION), 13-023.40-043 (220 GILBERT DR., DAVID AND CARROW SUBDIVISION), 13-023.40-044 (0 DUPONT PKY), 13-023.40-046 (103 WALLACE RD.), 13-023.40-047 (111 WALLACE RD.), 13-023.40-048 (109 WALLACE RD., OLIVERO SUBDIVISION) FROM NEIGHBORHOOD CONSERVATION (NC15) AND COMMERCIAL NEIGHBORHOOD (CN) TO SUBURBAN (S)

(The purpose of this County Council Initiated Rezoning and amendment to the 2022 Comprehensive Development Plan is to rezone tax parcel 13-023.40-039 (2.47 acres), part of tax parcel 13-023.40-041 (0.06 acres), part of tax parcel 13-023.40-043 (0.08 acres), tax parcel 13-023.40-044 (0.04 acres), tax parcel 13-023.40-046 (1.24 acres), tax parcel 13-023.40-047 (0.23 acres), and tax parcel 13-023.40-048 (0.17 acres) from CN to S; and to rezone part of tax parcel 13-023.40-041 (2.09 acres) and part of tax parcel 13-023.40-043 (0.96 acres) from NC15 to S as requested by the Council District's Councilmember)
Prime Sponsor(s): Mr. Caneco

°26-002: AMENDING THE NEW CASTLE COUNTY CODE CHAPTER 2 ("ADMINISTRATION"), ARTICLE 5 ("DEPARTMENTS AND OFFICES") TO MODIFY THE COMPOSITION AND RESPONSIBILITIES OF THE NEW CASTLE COUNTY POLICE

ACCOUNTABILITY BOARD

Prime Sponsor(s): Mr. Toole, Mr. Caneco

°26-003: AMEND THE GRANTS BUDGET: APPROPRIATE \$74,959.44 IN STATE AID TO LOCAL LAW ENFORCEMENT (SALLE) FUNDS FROM THE STATE OF DELAWARE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO THE STATE AID TO LOCAL LAW ENFORCEMENT (SALLE) – FY2026 GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

Prime Sponsor(s): Mr. Toole, Mr. Caneco

°26-004: AMEND THE GRANTS BUDGET: APPROPRIATE FEDERAL FUNDS OF \$122,118 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO THE 2026 COC PERMANENT SUPPORTIVE HOUSING GRANT, WHICH IS ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING

Prime Sponsor(s): Mr. Hollins, Mr. Street

°26-005: AMEND THE GRANTS BUDGET: APPROPRIATE \$100,000 FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION THROUGH THE STATE OF DELAWARE, DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH TO THE WASTEWATER 2026 DHSS GRANT FOR THE DEPARTMENT OF PUBLIC WORKS

Prime Sponsor(s): Mr. Sheldon, Mr. Carter

°26-006: AMEND THE GRANTS BUDGET: APPROPRIATE FEDERAL FUNDS OF \$1,440,000 FROM THE U.S. DEPARTMENT OF TREASURY TO THE SOCIAL IMPACT PARTNERSHIPS TO PAY FOR RESULTS ACT (SIPPRA) –THE FAMILY HOPE PROJECT GRANT - EVALUATOR, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING

Prime Sponsor(s): Mr. Hollins, Mr. Street

°26-007: TRANSFERRING THE LOCAL SERVICE FUNCTION OF RECREATION TO THE TOWN OF ELSMERE

Prime Sponsor(s): Mr. Smiley, Mr. Cartier

E. Consent Calendar

R26-001: HONORING THE LIFE AND LEGACY OF CORPORAL GRADE ONE MATTHEW TYLER “TY” SNOOK

Prime Sponsor (s): Ms. Kilpatrick

R26-002: CONGRATULATING THE OFFICE OF FINANCE FOR EARNING THE DISTINGUISHED BUDGET PRESENTATION AWARD FOR NEW CASTLE COUNTY’S COMPREHENSIVE ANNUAL BUDGET SUMMARY FOR 36 CONSECUTIVE YEARS

Prime Sponsor(s): Mr. Smiley, Mr. Cartier

R26-003: CONGRATULATING AND COMMENDING DIANA JACKSON ON HER RETIREMENT AFTER 38 YEARS AS AN EMPLOYEE OF THE NEW CASTLE COUNTY GOVERNMENT

Prime Sponsor(s): Mr. Hollins, Mr. Street

R26-004: HONORING THE LIFE AND LEGACY OF MR. GARY D. JOHNSON

Prime Sponsor(s): Mr. Street, Mr. Hollins

NOTE: If an item on the Consent Calendar is objected to by a Council member, or a member of the public wishes to obtain additional information about the candidate or proposed legislation, or if a

Councilmember intends to offer an amendment to a resolution, seek additional information, or state a conflict, it shall be removed from the Consent Calendar and voted upon separately.

F. Consideration of Resolutions Removed from the Consent Calendar and Other Resolutions

R26-005: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT WITH CLEARGOV FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

Prime Sponsor(s): Mr. Smiley, Mr. Cartier

R26-006: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH VALUEBASE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

Prime Sponsor(s): Mr. Smiley, Mr. Cartier

R26-007: PLAN OF 2701 CAPITOL TRAIL; MILL CREEK HUNDRED; NORTH SIDE OF CAPITOL TRAIL, 500 FEET WEST OF PIKE CREEK ROAD; MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES TO DEMOLISH THE EXISTING STRUCTURES AND CONSTRUCT A MIXED-USE DEVELOPMENT CONSISTING OF 179 APARTMENTS (237,400 SQUARE FEET) WITH A 5,500 SQUARE FOOT CLUBHOUSE AND 21,500 SQUARE FEET OF COMMERCIAL GROSS FLOOR AREA WITH ASSOCIATED IMPROVEMENTS; CR ZONING; [APPLICATION NO. 2022-0270-S](#); COUNCIL DISTRICT 9

Prime Sponsor(s): Mr. Sheldon

R26-008: PLAN OF LOGISTICENTER AT NEW CASTLE COUNTY; ST. GEORGES HUNDRED; SOUTHWESTERLY CORNER OF ROUTE 301 AND JAMISON CORNER ROAD; MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES A 1,409,850 SQUARE FOOT WAREHOUSE AND A 962,000 SQUARE FOOT WAREHOUSE WITH ASSOCIATED SITE IMPROVEMENTS; BP ZONING; [APPLICATION NO. 2021-0470-S](#); COUNCIL DISTRICT 6

Prime Sponsor(s): Mr. Carter

G. Time Sensitive Congratulatory/Honorary Resolutions

R26-009: HONORING THE LIFE OF PAUL VINCENT GILDEA, SR.

Prime Sponsor(s): Mr. Cartier

Co-sponsor(s): Ms. Williams-Johns, Mr. Caneco, Mr. Carter, Ms. Durham, Ms. George, Mr. Hollins, Ms. Kilpatrick, Mr. Sheldon, Mr. Smiley, Mr. Street, Mr. Tackett, Mr. Toole

H. Presentations

I. Consideration of Ordinances

°25-162: AMEND THE FY2026 CAPITAL PROGRAM AND BUDGET: APPROPRIATE \$15,000 IN DONATIONS RECEIVED FROM THE CLAYMONT LIONS CLUB AND \$10,000 IN DONATIONS RECEIVED FROM WASTE MANAGEMENT AND REDUCE BOND FUNDING BY \$25,000 IN THE DEPARTMENT OF PUBLIC WORKS, GENERAL PARKLAND IMPROVEMENTS 2024-2025 CAPITAL PROJECT

Prime Sponsor(s): Mr. Sheldon, Mr. Carter

°25-163: (STATUS: TO BE TABLED) AMENDING NEW CASTLE COUNTY CODE CHAPTER 6 ("BUILDING CODE"), ARTICLE 3 ("ADMINISTRATION") TO CODIFY THE PLUMBING AND MECHANICAL TECHNICAL ADVISORY COMMITTEE WITHIN THE NEW CASTLE COUNTY CODE

Prime Sponsor(s): Ms. Durham

°25-165: (STATUS: TO BE TABLED) AMENDING THE PAY PLANS AND RATES OF PAY FOR ELIGIBLE MEMBERS OF CERTAIN NEW CASTLE COUNTY BOARDS, COMMITTEES,

AND COMMISSIONS

Prime Sponsor(s): Ms. Durham

SUBSTITUTE NO. 2 TO °25-101: (STATUS: TABLED) TO AMEND NEW CASTLE COUNTY CODE CHAPTER 40 ("UNIFIED DEVELOPMENT CODE"), ARTICLE 3 ("USE REGULATIONS") AND ARTICLE 33 ("DEFINITIONS") TO ESTABLISH STANDARDS FOR THE REVIEW, SITING, AND OPERATIONS OF DATA CENTERS

Prime Sponsor(s): Mr. Carter

Co-sponsor(s): Mr. Caneco, Ms. Durham, Mr. Cartier, Mr. Tackett

J. Introduction/Consideration of Emergency Ordinances

K. Public Comment/Other

L. Motion to Adjourn

AGENDA POSTED: January 6, 2026

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a

telephone and video conference, utilizing  Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : <https://zoom.us/j/377322142> You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: <https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars>

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at <https://www.nccde.org/2351/Agendas-and-Minutes> Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator. For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Primary Sponsor(s): Mr. Caneco
Requested by: Mr. Caneco
Date of introduction: January 13, 2026

ORDINANCE NO. 26-001

**REVISE ZONING MAP: ST GEORGES HUNDRED, NORTHEASTERLY CORNER OF
WALLACE ROAD AND DUPONT PARKWAY; REZONE TAX PARCELS
13-023.40-039 (221 GILBERT DR., OLIVERO SUBDIVISION), 13-023.40-041 (222
GILBERT DR., DAVID AND CARROW SUBDIVISION), 13-023.40-043 (220 GILBERT
DR., DAVID AND CARROW SUBDIVISION), 13-023.40-044 (0 DUPONT PKY),
13-023.40-046 (103 WALLACE RD.), 13-023.40-047 (111 WALLACE RD.),
13-023.40-048 (109 WALLACE RD., OLIVERO SUBDIVISION) FROM
NEIGHBORHOOD CONSERVATION (NC15) AND COMMERCIAL NEIGHBORHOOD
(CN) TO SUBURBAN (S).**

1 (The purpose of this County Council Initiated Rezoning and amendment to the
2 2022 Comprehensive Development Plan is to rezone tax parcel 13-023.40-039 (2.47
3 acres), part of tax parcel 13-023.40-041 (0.06 acres), part of tax parcel 13-023.40-043
4 (0.08 acres), tax parcel 13-023.40-044 (0.04 acres), tax parcel 13-023.40-046 (1.24
5 acres), tax parcel 13-023.40-047 (0.23 acres), and tax parcel 13-023.40-048 (0.17 acres)
6 from CN to S; and to rezone part of tax parcel 13-023.40-041 (2.09 acres) and part of tax
7 parcel 13-023.40-043 (0.96 acres) from NC15 to S as requested by the Council District's
8 Councilmember)
9

10 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
11

12 Section 1. The Zoning Map of St. George's Hundred, is hereby amended by
13 changing the zoning classification of the land shown on attached Exhibits "A" and "L"
14 dated November 21, 2025, as set forth therein.
15

16 Section 2. The 2022 Comprehensive Development Plan Update for New Castle
17 County, as shown amended, is hereby further amended, by changing the land use
18 designation shown on Exhibit "E" dated November 21, 2025, as set forth herein, so as to
19 make such land consistent with the amendment of the zoning map, as per Section 1
20 above.
21

22 Section 3. This Ordinance shall become effective immediately upon passage by
23 New Castle County Council and approval of the County Executive, or as otherwise
24 provided in 9 Del. C. § 1156.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus A. Henry
County Executive
New Castle County

SYNOPSIS: Same as Title.

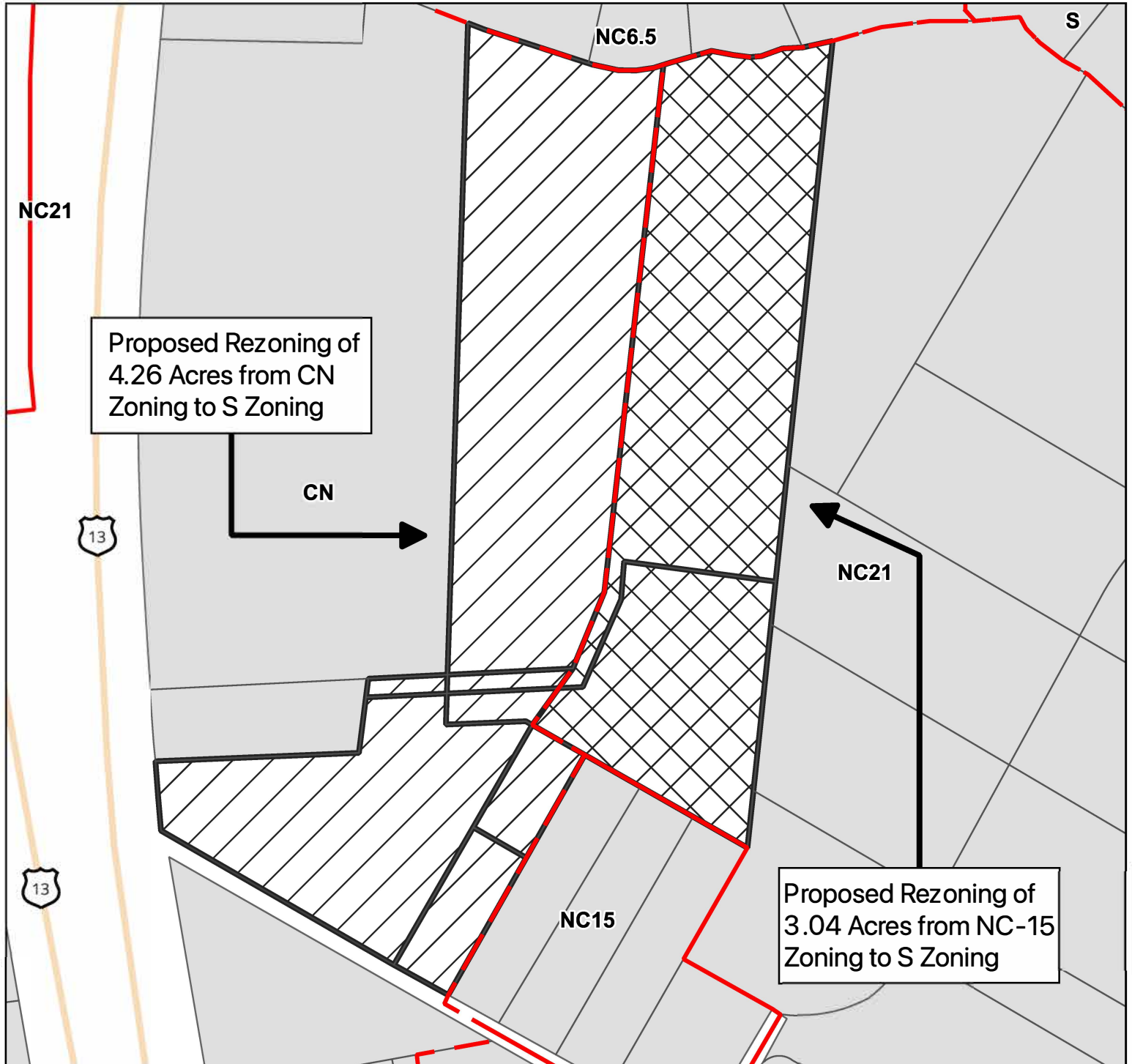
FISCAL NOTE: None.

PROPERTY MAP

APPLICANT: NEW CASTLE COUNTY
PROPOSED REZONING: COMMERCIAL
NEIGHBORHOOD (CN) AND NEIGHBORHOOD
CONSERVATION (NC-15) TO SUBURBAN (S)

EXHIBIT A
ZONING ORDINANCE AS INTRODUCED

APPLICATION NO. 2025-_____-Z
TAX PARCEL NO: 13-023.40-039, 13-023.40-041,
13-023.40-043, 13-023.40-044, 13-023.40-046,
13-023.40-047, 13-023.40-048



HUNDRED: ST GEORGES HUNDRED
NEW CASTLE COUNTY, DELAWARE

PERMANENT ORDINANCE NO. 26-001

Scale: 1:1700
Prepared by: Matthew Rogers

Date: 11/21/2025

Date Adopted by County Council:
Date Approved by County Executive:

-  CN to S
-  NC-15 to S



- | | |
|--|-----------------------|
| Community Development Areas | Hamlets and Villages |
| Type 1 - Commercial Corridor Development | Residential |
| Type 2 - Employment-Based Corridor Development | Residential Developed |
| Business Flex | Resource Preservation |
| Manufacturing | |



PERMANENT ORDINANCE NO. 26-001

Date Adopted by County Council:
Date Approved by County Executive:

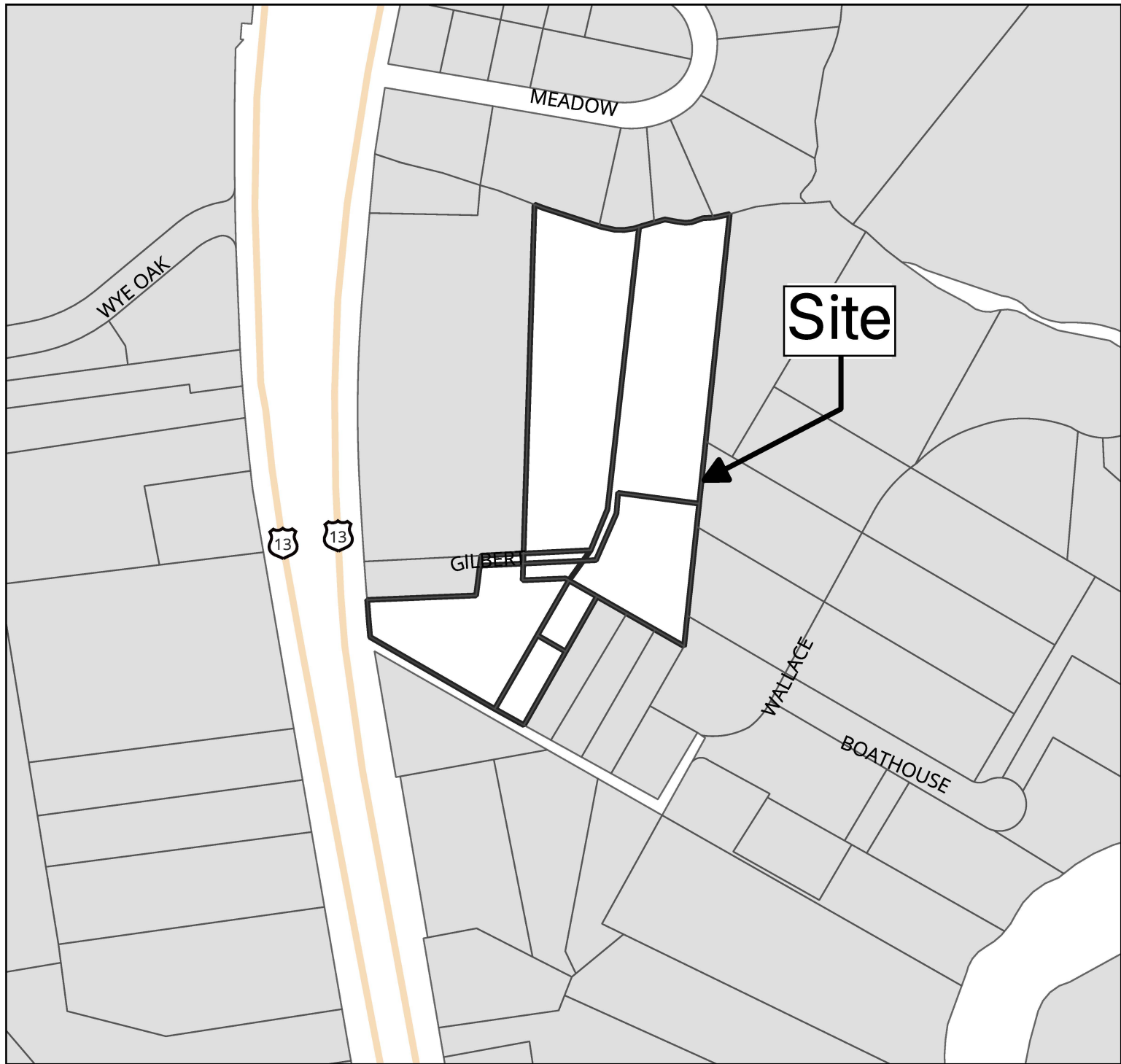
Scale: 1:2569
Prepared by: Matthew Rogers
Date: 11/21/2025

PROPERTY MAP

EXHIBIT L
ZONING ORDINANCE AS INTRODUCED

APPLICANT: NEW CASTLE COUNTY
PROPOSED REZONING: COMMERCIAL
NEIGHBORHOOD (CN) AND NEIGHBORHOOD
CONSERVATION (NC-15) TO SUBURBAN (S)

APPLICATION NO. 2025-_____-Z
TAX PARCEL NO: 13-023.40-039, 13-023.40-041,
13-023.40-043, 13-023.40-044, 13-023.40-046,
13-023.40-047, 13-023.40-048



HUNDRED: ST GEORGES HUNDRED
NEW CASTLE COUNTY, DELAWARE

Scale: 1:3161
Prepared by: Matthew Rogers

Date: 11/21/2025



PERMANENT ORDINANCE NO. 26-001

Date Adopted by County Council:
Date Approved by County Executive:

ORDINANCE NO. 26-002

**AMENDING THE NEW CASTLE COUNTY CODE CHAPTER 2 ("ADMINISTRATION"),
ARTICLE 5 ("DEPARTMENTS AND OFFICES") TO MODIFY THE COMPOSITION AND
RESPONSIBILITIES OF THE NEW CASTLE COUNTY POLICE ACCOUNTABILITY BOARD**

WHEREAS, the Police Officer Standards and Training Commission (the "Commission") under its authority provided by 11 *Del. C.* § 8404, requires that all police departments establish police accountability committees or boards to provide advice to departments on policy, training and other issues relating to or affecting the department and the communities served by the department; and

WHEREAS, the New Castle County Council created the New Castle County Police Accountability Board to allow community members an opportunity to provide input on how communities are policed and give the New Castle County Division of Police the benefit of constructive feedback to reform police policies and practices, improve police-community relations and enhance public safety; and

WHEREAS, modifications to the process for the nomination and appointment of Board members would ensure compliance with the Commission's recommendations while allowing for a large and more diverse pool of applicants; and

WHEREAS, adjustments to the meeting schedule would encourage attendance and participation while allowing flexibility for the Board to meet more frequently as needed; and

WHEREAS, requiring training commitments to be completed through the New Castle County Citizen's Police Academy will provide consistent and effective training; and

WHEREAS, the Executive Office has provided the necessary administrative support to the Board, eliminating the need for a separate, dedicated Executive Assistant position; and

WHEREAS, clarification regarding Board recommendations to the Department of Public Safety would streamline the recommendation process.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 2 ("Administration"), Article 5 ("Departments and Offices"), Division 2.05.204 ("Police Accountability Board"), is hereby amended by deleting the material stricken and adding the material underscored as set forth below.

Sec. 2.05.204. - Police Accountability Board

A. The Police Accountability Board ("Board") shall consist of eleven (11) residents of the County, who are voting members appointed by the County Executive with the advice and consent of County Council and two (2) non-voting, ex-officio members. ~~The County Executive shall solicit recommendations from non-profit organizations. The County Executive shall appoint the chairperson.~~ The Board shall elect the chairperson and vice chairperson from among its

members. Board members shall serve two (2) year terms, which may be renewed. No voting members shall be ~~current or former~~ members of law-enforcement or ~~affiliated with law-enforcement~~. The County Executive may solicit recommendations from non-profit organizations, including social services, civil rights, faith-based, education, mental health, criminal justice reform and victims' rights organization. To the extent practicable the membership of the Board shall reflect the racial, gender identity or expression, sexual orientation, socioeconomic, and cultural diversity of the County. Membership shall include at a minimum:

~~1. Social service organizations shall submit nominees from which the County Executive shall choose two~~ Two (2) members of the community who have been impacted directly or are immediate family members or caregivers of those impacted by the juvenile or adult criminal justice system;

~~2. Civil rights organizations shall submit nominees from which the County Executive shall choose two (2) criminal justice reform advocates;~~

~~3. Faith-based organizations shall submit nominees from which the County Executive shall choose one~~ One (1) religious leader from the community who has experience with justice-involved individuals;

~~4. Education organizations shall submit nominees from which the County Executive shall choose one (1) member of the education community;~~

~~5. Mental health organizations shall submit nominees from which the County Executive shall choose one (1) member from the mental health treatment community as defined by the National Alliance on Mental Illness;~~

~~6. Victims' rights organizations shall submit nominees from which the County Executive shall choose one (1) member of the victims' rights community who was a victim or relative of a victim of violent crime; and~~

~~7. Three (3) at-large members.~~

C. ~~The full-time position supporting the Police Accountability Board, which shall be independent from the Department of Public Safety, The Office of the County Executive shall provide clerical, technical, and other services required by the Board in the performance of its official duties which shall be independent from the Department of Public Safety. Legal services shall be furnished by the Office of Law to ensure independent counsel.~~

E. The members of the Board must complete twenty (20) hours of community training. The initial community training requirement shall be satisfied through attendance and completion of the New Castle County Citizen's Police Academy. The Board is empowered to develop its own bylaws and determine how the Board members shall meet their twenty (20) hours of community training requirement, related to ongoing training with the advice of the Executive Office, the Department of Public Safety, the Division of Police, and the Office of Law.

G. The Board shall meet at least ~~ten (10)~~ six (6) times annually, including hosting public forums quarterly. The Board shall also create a feedback form to solicit input from the public.

H. The Board shall provide all recommendations to the Department of Public Safety for consideration. The Department of Public Safety shall respond to the recommendations within ninety (90) days of receipt and provide an update on the status of any recommendations being implemented within six (6) months of receipt.

HI. The Board shall publish an annual report including recommendations and the Department of Public Safety's response to the County Executive, County Council, Department of Public Safety, Division of Police, and the Delaware Department of Justice. The annual report shall include data published by the Division of Police and detailed narratives published by the

94 Criminal Justice Council involving New Castle County Police Officers. The Board shall present
95 the annual report to County Council at a public County Council meeting. ~~The Department of~~
96 ~~Public Safety shall respond to the recommendations within ninety (90) days of receipt and~~
97 ~~provide an update on the status of any recommendations being implemented within six (6)~~
98 ~~months of receipt.~~

99
100 Section 2. This Ordinance shall become effective immediately upon its adoption by
101 County Council and approval by the County Executive, or as otherwise provided in 9 Del. C. §
102 1156.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This ordinance modifies the process for nominations and appointments to the Board to ensure a large and diverse pool of applicants, adjusts the meeting schedule to encourage attendance, eliminates the allocation for a separate, dedicated Executive Assistant position which is no longer needed, delineates training requirements, and streamlines the process for recommendations to the Department of Public Safety.

FISCAL NOTE: There will be no discernible fiscal impact upon the adoption of this Ordinance.

Acknowledged by the Chief Financial Officer on December 22, 2025.

ORDINANCE NO. 26-003

**AMEND THE GRANTS BUDGET:
APPROPRIATE \$74,959.44 IN STATE AID TO LOCAL LAW ENFORCEMENT
(SALLE) FUNDS FROM THE STATE OF DELAWARE, DEPARTMENT OF SAFETY
AND HOMELAND SECURITY TO THE STATE AID TO LOCAL LAW ENFORCEMENT
(SALLE) – FY2026 GRANT, TO BE ADMINISTERED BY THE DEPARTMENT OF
PUBLIC SAFETY, DIVISION OF POLICE**

1 **WHEREAS**, funding has been awarded from the State of Delaware, Department
2 of Safety and Homeland Security to the State Aid to Local Law Enforcement (SALLE)
3 FY2026 Grant; and
4

5 **WHEREAS**, the funding will be used by the Department of Public Safety for officer
6 specialized training such as Criminal Investigations, Patrol Tactical Training, Leadership
7 and other courses needed to maintain certifications and memberships as well as overtime
8 for special operations as needed; and
9

10 **WHEREAS**, the County Executive has determined that funds received are
11 sufficient to cover the increase in the Grants Budget as hereinafter amended; and
12

13 **WHEREAS**, Council has determined that the provisions of this Ordinance
14 substantially advance, and are reasonably and rationally related to, legitimate
15 government interests (i.e., promoting the health, safety, morals, convenience, order,
16 prosperity and/or welfare of the present and future inhabitants of this State).
17

18 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
19

20 Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby
21 amended by adding the material on the attached "Exhibit A," which shall be considered
22 underscored in its entirety, attached hereto and made a part thereof.
23

24 Section 2. This Ordinance shall become effective immediately upon its adoption
25 by County Council and approval by the County Executive, or as otherwise provided by 9
26 *Del. C. § 1156*.
27

28 Section 3. It is the intent of the County Council that the provisions of this Ordinance
29 shall be effective retroactive to November 4, 2025.

Adopted by County Council of
New Castle County on:

Williams-Johns

Monique
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$74,959.44 in State Aid to Local Law Enforcement (SALLE) funds from the State of Delaware, Department of Safety and Homeland Security to the State Aid Legal Law Enforcement SALLE FY2026 Grant. Funds will be used by the Department of Public Safety for officer specialized training such as Criminal Investigations, Patrol Tactical Training, Leadership and other courses needed to maintain certifications and memberships as well as overtime for special operations as needed.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to November 4, 2025.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$74,959.44 in State Aid to Local Law Enforcement (SALLE) funds from the State of Delaware, Department of Safety and Homeland Security to the State in Aid to Local Law Enforcement (SALLE) FY2026 Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of \$74,959.44. This increase will affect FY2026 through FY2029 since the targeted program completion date is February 28, 2029. There will be no fiscal impact beyond FY2029 as a result of this grant award. The fiscal impact on the Operating Budget will be \$11,813.79 to cover benefits for overtime not covered by the grant. This will be covered within the Department of Public Safety, Division of Police Approved Operating Budget.

Acknowledged by the Chief Financial Officer December 29, 2025.

DEPARTMENT:	Public Safety	EXHIBIT:	"A"
GRANT TITLE:	SALLE FY2026	Ordinance No.	26-003
PROGRAM TITLE:	SALLE FY2026		

Revenue	Current		Change		Revised	
Federal	\$	-	\$	-	\$	-
State	\$	74,959.44	\$	-	\$	74,959.44
County	\$	-	\$	-	\$	-
Program Income	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-
Total	\$	74,959.44	\$	-	\$	74,959.44

Expense	Current		Change		Revised	
Salaries and Wages	\$	20,959.44	\$	-	\$	20,959.44
Benefits	\$	-	\$	-	\$	-
Training/Civic Affairs	\$	54,000.00	\$	-	\$	54,000.00
Communication/Utilities	\$	-	\$	-	\$	-
Materials/Supplies	\$	-	\$	-	\$	-
Contractual Services	\$	-	\$	-	\$	-
Equipment	\$	-	\$	-	\$	-
Grants/Fixed Charges	\$	-	\$	-	\$	-
Land and Structures	\$	-	\$	-	\$	-
Contingency	\$	-	\$	-	\$	-
Operating Transfer Charges	\$	-	\$	-	\$	-
Operating Transfer Credits	\$	-	\$	-	\$	-
Total	\$	74,959.44	\$	-	\$	74,959.44

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	11/4/2025
Estimated Program Completion:	2/28/2029
Operating Budget Impact:	\$ 11,813.79
Available in (ORG):	10200304-10200308
Ordinance Passed:	
Date Revised:	

PROGRAM DESCRIPTION:

Funding will be used to cover overtime for special operations and the training needs of the Division of Police.

1/13/2026

DEPARTMENT:	Community Services	EXHIBIT:	"A"
GRANT TITLE:	2026 CoC Permanent Supportive Housing	Ordinance No.	26-004
PROGRAM TITLE:	2026 CoC Permanent Supportive Housing		

Revenue	Current	Change	Revised
Federal	\$ 122,118.00	\$ -	\$ 122,118.00
State	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
Program Income	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total	\$ 122,118.00	\$ -	\$ 122,118.00

Expense	Current	Change	Revised
Salaries and Wages	\$ 5,014.00	\$ -	\$ 5,014.00
Benefits	\$ 2,826.00	\$ -	\$ 2,826.00
Training/Civic Affairs	\$ -	\$ -	\$ -
Communication/Utilities	\$ 45,740.00	\$ -	\$ 45,740.00
Materials/Supplies	\$ -	\$ -	\$ -
Contractual Services	\$ 68,538.00	\$ -	\$ 68,538.00
Equipment	\$ -	\$ -	\$ -
Grants/Fixed Charges	\$ -	\$ -	\$ -
Land and Structures	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Operating Transfer Charges	\$ -	\$ -	\$ -
Operating Transfer Credits	\$ -	\$ -	\$ -
Total	\$ 122,118.00	\$ -	\$ 122,118.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	7/1/2025
Estimated Program Completion:	6/30/2026
The Local Match:	\$ 12,000.00
	\$ 18,530.00
Found in (ORG):	10400801
	11400601

Ordinance Passed:	Date Revised:
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PROGRAM DESCRIPTION:

New Castle County Department of Community Services will use this grant to operate 8 units dedicated for chronically homeless households. The units will operate in compliance with HUD's NSPIRE standards. Tenants will have access to onsite services provided by several organizations, including medical care, mental health and substance abuse treatment, transportation, state benefit assistance, food, recreational activities, employment and training programs and academic enrichment programs.

ORDINANCE NO. 26-004

**AMEND THE GRANTS BUDGET:
APPROPRIATE FEDERAL FUNDS OF \$122,118 FROM THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO THE
2026 COC PERMANENT SUPPORTIVE HOUSING GRANT, WHICH IS
ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF
COMMUNITY DEVELOPMENT AND HOUSING**

1 **WHEREAS**, funding has been awarded from the U.S. Department of Housing
2 and Urban Development (HUD) to the 2026 CoC Permanent Supportive Housing Grant;
3 and
4

5 **WHEREAS**, funding will be used to operate eight (8) units dedicated for adult-
6 only and adult-child chronically homeless households; and
7

8 **WHEREAS**, tenants will have access to onsite services provided by several
9 community-based organizations, including medical care, mental health and substance
10 abuse treatment, transportation, state benefit assistance, food, recreational activities,
11 employment and training programs and academic enrichment programs; and
12

13 **WHEREAS**, the County Executive has determined that grants anticipated to be
14 received from the U.S. Department of Housing and Urban Development (HUD) will be
15 sufficient to cover the increase in the Grants Budget as hereinafter amended; and
16

17 **WHEREAS**, Council has determined that the provisions of this Ordinance
18 substantially advance, and are reasonably and rationally related to, legitimate
19 government interests (i.e., promoting the health, safety, morals, convenience, order,
20 prosperity and/or welfare of the present and future inhabitants of this State).
21

22 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
23

24 Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby
25 amended by adding the material on the attached Exhibits "A", which shall be considered
26 underscored in its entirety.
27

28 Section 2. This Ordinance shall become effective immediately upon its adoption
29 by County Council and approval by the County Executive, or as otherwise provided by 9
30 *Del. C. § 1156*.
31

32 Section 3. It is the intent of the County Council that the provisions of this
33 Ordinance shall be effective retroactive to July 1, 2025.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate federal funds of \$122,118 from the U.S. Department of Housing and Urban Development (HUD) to the 2026 CoC Permanent Supportive Housing Grant which will be administered by the Department of Community Services, Division of Community Development and Housing. Funding will be used to operate eight (8) units dedicated for adult-only and adult-child chronically homeless households.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2025.

FISCAL NOTE: The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget by \$122,118. This increase will affect FY2026 only, since the targeted program completion date for this grant is June 30, 2026. The required local match funding of \$30,529.50 will be met with \$12,000.00 in Program Income from the Approved Operating Budget for the Department of Community Services, Hope Center and \$18,530.00 from within the Approved Budget of CDBG, ESG, and HOME ARP Grants during the grant period.

Acknowledged by the Chief Financial Officer November 20, 2025.

ORDINANCE NO. 26-005

**AMEND THE GRANTS BUDGET:
APPROPRIATE \$100,000 FROM THE U.S. DEPARTMENT OF HEALTH AND
HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH
SERVICES ADMINISTRATION THROUGH THE STATE OF DELAWARE,
DELAWARE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF
SUBSTANCE ABUSE AND MENTAL HEALTH TO THE WASTEWATER 2026
DHSS GRANT FOR THE DEPARTMENT OF PUBLIC WORKS**

1 **WHEREAS**, funding has been awarded from the U.S. Department of Health and Human
2 Services, Substance Abuse and Mental Health Services Administration through the State of
3 Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental
4 Health to the Wastewater 2026 DHSS Grant; and
5

6 **WHEREAS**, funding shall be used to collect samples from the sanitary sewer system to
7 be analyzed and will be shared with the State of Delaware, Department of Health and Social
8 Services and the New Castle County Police Department to track known overdoses with high-
9 risk substance data to observe trends; and
10

11 **WHEREAS**, the County Executive has determined that funds received are sufficient
12 to cover the increase in the Grants Budget as hereinafter amended; and
13

14 **WHEREAS**, Council has determined that the provisions of this Ordinance substantially
15 advance, and are reasonably and rationally related to, legitimate government interests (i.e.,
16 promoting the health, safety, morals, convenience, order prosperity and/or welfare of the
17 present and future inhabitants of this State).
18

19 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
20

21 Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended
22 by adding the material on the attached "Exhibit A," which is considered to be underscored in its
23 entirety.
24

25 Section 2. This Ordinance shall become effective immediately upon its adoption by
26 County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* §
27 1156.
28

29 Section 3. It is the intent of the County Council that the provisions of this Ordinance shall
30 be effective retroactive to September 30, 2025.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$100,000 from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration through the State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health to the Wastewater 2026 DHSS Grant. Funding shall be used to collect samples from the sanitary sewer system to be analyzed and will be shared with the State of Delaware, Department of Health and Social Services and the New Castle County Police Department to track known overdoses with high-risk substance data to observe trends.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to September 30, 2025.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$100,000 from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration through the State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health to the Wastewater 2026 DHSS Grant.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of \$100,000. This increase will impact FY2026 and FY2027, since the targeted program completion date of this award is September 29, 2026.

Acknowledged by the Chief Financial Officer December 29, 2025.

DEPARTMENT:	Public Works	EXHIBIT:	"A"
GRANT TITLE:	Wastewater 2026 DHSS	Ordinance No.	26-005
PROGRAM TITLE:	Wastewater 2026 DHSS		

Revenue	Current	Change	Revised
Federal	\$ 100,000.00	\$ -	\$ 100,000.00
State	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
Program Income	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total	\$ 100,000.00	\$ -	\$ 100,000.00

Expense	Current	Change	Revised
Salaries and Wages	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -
Training/Civic Affairs	\$ -	\$ -	\$ -
Communication/Utilities	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -
Contractual Services	\$ 100,000.00	\$ -	\$ 100,000.00
Equipment	\$ -	\$ -	\$ -
Grants/Fixed Charges	\$ -	\$ -	\$ -
Land and Structures	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Operating Transfer Charges	\$ -	\$ -	\$ -
Operating Transfer Credits	\$ -	\$ -	\$ -
Total	\$ 100,000.00	\$ -	\$ 100,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	9/30/2025
Estimated Program Completion:	9/29/2026
The Local Match:	Found in (ORG):
Ordinance Passed:	Date Revised:

PROGRAM DESCRIPTION:

New Castle County will collect samples from the sanitary sewer system. The samples will be analyzed and shared with the State of Delaware, Department of Health and Social Services and NCC Police Departments. NCC will track known overdoses with high-risk substance data to observe trends.

ORDINANCE NO. 26-006

**AMEND THE GRANTS BUDGET:
APPROPRIATE FEDERAL FUNDS OF \$1,440,000 FROM THE
U.S. DEPARTMENT OF TREASURY TO THE SOCIAL IMPACT PARTNERSHIPS TO PAY
FOR RESULTS ACT (SIPPRA) –THE FAMILY HOPE PROJECT GRANT - EVALUATOR,
WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES,
DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING**

1 **WHEREAS**, the Family Housing Opportunities for Purposeful Empowerment Project
2 ("The Family HOPE Project") was established to implement the Social Impact Partnership to Pay
3 for Results Act (the "Act"), which established a new grant demonstration program to encourage
4 funding social programs that achieve results (the "SIPPRA program"); and
5

6 **WHEREAS**, the Family HOPE Project seeks to end family homelessness throughout
7 Delaware by building on the evidence base for long-term subsidies for permanent housing as a
8 solution for homelessness, while innovating on the deployment of rental assistance; and
9

10 **WHEREAS**, specific eligibility criteria are families who have (1) at least one adult age 19
11 and older, plus one or more child aged 15 and under (inclusive of pregnant caregivers);
12 (2) household income less than 50% of AMI in NCC; and (3) not currently receiving a rental
13 subsidy, housing voucher, or other form of public housing with no requirement that families need
14 to be former residents of New Castle County; and
15

16 **WHEREAS**, the Family Hope Project will provide rental assistance, disbursed as direct
17 cash payments, for 2 years to 120 families coupled with wraparound and case management
18 services aiming to ameliorate families' housing cost burden, ultimately not exceeding
19 contributions greater than 30% of their income toward housing costs; and
20

21 **WHEREAS**, New Castle County Council approved Ordinance 25-156 to amend the grants
22 budget and appropriate an anticipated \$9,640,323 of Federal funds for the SIPPRA – The Family
23 HOPE Project Grant outlined above;
24

25 **WHEREAS**, this complementary grant, if approved, will appropriate an additional
26 \$1,440,000 in Federal funds to pay the SIPPRA – The Family HOPE Project grant's third-party
27 evaluator, Tech Impact;
28

29 **WHEREAS**, the County Executive has determined that revenues anticipated to be
30 received shall be sufficient to cover the increase in the Grants Budget as hereinafter amended;
31 and
32

33 **WHEREAS**, Council has determined that the provisions of this Ordinance substantially
34 advance, and are reasonably and rationally related to, legitimate government interests (i.e.,
35 promoting the health, safety, morals, convenience, order prosperity and/or welfare of the present
36 and future inhabitants of this State).
37

38 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
39

40 Section 1. The Grants Budget, as adopted by Ordinance No. 75-173, is hereby amended
41 by adding the material in Exhibit "A," which is underscored in its entirety, which is attached hereto
42 and made a part hereof.

43
44 Section 2. This Ordinance shall become effective immediately upon its adoption by New
45 Castle County Council and approval by the County Executive, or as otherwise provided by 9 Del.
46 C. § 1156.

47
48 Section 3. It is the intent of County Council that the provisions of this Ordinance are
49 effective retroactive to January 1, 2026.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate federal funds of \$1,440,000 from the U.S. Department of Treasury to the Social Impact Partnerships to Pay for Results Act (SIPPRA) – The Family HOPE Project Grant - Evaluator. This funding seeks to pay Tech Impact to evaluate the grant program intended to end family homelessness throughout Delaware by building on the evidence base for long-term subsidies for permanent housing as a solution to homelessness, while innovating on the deployment of rental assistance.

It is the intent of County Council that the provisions of this Ordinance are effective retroactive to January 1, 2026.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating \$1,440,000 from the U.S. Department of Treasury to the Social Impact Partnerships to Pay for Results Act (SIPPRA) – The Family HOPE Project Grant – Evaluator.

The project aims to show government savings through increased housing retention and avoidance of shelter stays, which will determine the amount of money released by the U.S. Department of Treasury. The County will be reimbursed for project expenses through the intermediary Family HOPE LLC. Tech Impact, the independent evaluator, will use algorithms and data analysis to evaluate the project's performance against a control group which will determine the project's success and the subsequent release of funds from the U.S. Department of Treasury.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of \$1,440,000. This increase will affect FY2026 through FY2033 since the targeted program completion date of the program is December 31, 2032. There will be no fiscal impact beyond FY2033 as a result of the grant award.

Acknowledged by the Chief Financial Officer December 22, 2025.

DEPARTMENT:	Community Services	EXHIBIT:	"A"
GRANT TITLE:	SIPPRA- The Family HOPE Project - Evaluator	Ordinance No.	26-006
PROGRAM TITLE:	SIPPRA- The Family HOPE Project - Evaluator		

Revenue	Current	Change	Revised
Federal	\$ 1,440,000.00	\$ -	\$ 1,440,000.00
State	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
Program Income	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total	\$ 1,440,000.00	\$ -	\$ 1,440,000.00

Expense	Current	Change	Revised
Salaries and Wages	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -
Training/Civic Affairs	\$ -	\$ -	\$ -
Communication/Utilities	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -
Contractual Services	\$ 1,440,000.00	\$ -	\$ 1,440,000.00
Equipment	\$ -	\$ -	\$ -
Grants/Fixed Charges	\$ -	\$ -	\$ -
Land and Structures	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Operating Transfer Charges	\$ -	\$ -	\$ -
Operating Transfer Credits	\$ -	\$ -	\$ -
Total	\$ 1,440,000.00	\$ -	\$ 1,440,000.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation:	1/1/2026
Estimated Program Completion:	8/31/2032
The Local Match:	Found in (ORG):
Ordinance Passed:	Date Revised:

PROGRAM DESCRIPTION:

The SIPPRA Family HOPE Project, funded by the U.S. Department of the Treasury, seeks to end family homelessness throughout Delaware by building on the evidence base for long-term subsidies for permanent housing as a solution to homelessness, while innovating on the deployment of rental assistance. The Evaluator grant provides the funding for the purpose of procuring the services of an independent evaluator of the program.

ORDINANCE NO. 26-007

**TRANSFERRING THE LOCAL SERVICE FUNCTION OF RECREATION TO THE
TOWN OF ELSMERE**

1 **WHEREAS**, 9 *Del. C.* § 1102 authorizes New Castle County and any municipality within
2 New Castle County to transfer the performance of a local service function from one jurisdiction
3 to another by concurring ordinances enacted by New Castle County Council and the
4 municipality's governing body; and
5

6 **WHEREAS**, New Castle County has a local service function designated as "Recreation,"
7 which includes, but is not limited to, the planning, development, maintenance, and operation of
8 parks, playgrounds, recreational facilities, programs, and related community events; and
9

10 **WHEREAS**, the Town of Elsmere has submitted an application and supporting
11 documentation to New Castle County pursuant to 9 *Del. C.* § 1128(b)(1) requesting that New
12 Castle County recognize that the Town's "New Castle County service percentage" (as defined
13 by 9 *Del. C.* § 1101A(5)) is less than 100% for the local service function of Recreation based
14 on the Town's degree of performance of that specific local service function; and
15

16 **WHEREAS**, the Town of Elsmere indicated on its application that the Town already fully
17 performs and financially supports the Recreation local service function within the boundaries
18 of the Town; and
19

20 **WHEREAS**, the New Castle County Department of Community Services has reviewed
21 the Town of Elsmere's application and confirmed that the Town fully performs and financially
22 supports the Recreation local service function; and
23

24 **WHEREAS**, it is necessary for both New Castle County and the Town of Elsmere to
25 enact ordinances formally transferring the Recreation local service function from the County to
26 the Town; and
27

28 **WHEREAS**, the transfer of the Recreation local service function will be effective for the
29 upcoming fiscal year beginning July 1, 2026 upon passage and approval of both this Ordinance
30 and corresponding municipal legislation, Ordinance 686, which was adopted by the Town of
31 Elsmere (a copy of which is attached as Exhibit "A"); and
32

33 **WHEREAS**, upon this formal transfer of the Recreation local service function, the New
34 Castle County service percentage as to the Town's local service function of Recreation will be
35 changed to 0% for the fiscal year beginning July 1, 2026; and
36

37 **WHEREAS**, other than as provided in this Ordinance, there are no other legal, financial,
38 or administrative arrangements necessary to effect transfer of this local service function to the
39 Town of Elsmere in an orderly and equitable manner.
40

41 **WHEREAS**, County Council has determined that the provisions of this Ordinance
42 substantially advance, and are reasonably and rationally related to, legitimate government
43 interests (i.e., promoting the health, safety, morals, convenience, order prosperity and/or
44 welfare of the present and future inhabitants of this State).

45
46 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
47

48 Section 1. Pursuant to 9 *Del. C.* § 1102(c), New Castle County hereby agrees to the
49 transfer to the Town of Elsmere the local service function of Recreation within the boundaries of
50 the Town of Elsmere, effective as of July 1, 2026.
51

52 Section 2. All fees collected by the Town of Elsmere for the performance of the Recreation
53 local service function shall be retained by the Town of Elsmere in compensation for services
54 rendered. No employees, property, facilities, equipment, or other personal property previously
55 engaged in the performance of the Recreation local service function will be transferred, sold, or
56 treated differently by virtue of this Ordinance.
57

58 Section 3. Ordinance 686, which was passed by the Town of Elsmere on December 11,
59 2025, approving the transfer of the local service function of Recreation from New Castle County
60 to the Town of Elsmere is attached as Exhibit "A."
61

62 Section 4. This Ordinance shall become effective immediately upon its adoption by
63 County Council and approval by the County Executive, or as otherwise provided by
64 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will transfer the responsibility for the Recreation local service function from New Castle County to the Town of Elsmere.

FISCAL NOTE: This Ordinance, if approved, will transfer the responsibility for the local service function of Recreation from New Castle County to the Town of Elsmere. This change will be effective within the FY2027 Local Service Function Budget. There is no discernible fiscal impact upon the adoption of this legislation as there are no changes being made to any level of service currently being provided by New Castle County to the Town of Elsmere.

Acknowledged by the Chief Financial Officer December 29, 2025.



Ordinance 686

AN ORDINANCE TRANSFERRING THE LOCAL SERVICE FUNCTION OF RECREATION FROM NEW CASTLE COUNTY TO THE TOWN OF ELSMERE

Sponsored By: Mayor and Council

First and Second Reading: November 13, 2025

Results: **Passed** 7 In Favor, 0 Opposed

Third and Final Reading: December 11, 2025

Results: **Passed** 7 In Favor, 0 Opposed

ORDINANCE 686

AN ORDINANCE TRANSFERRING THE LOCAL SERVICE FUNCTION OF RECREATION FROM NEW CASTLE COUNTY TO THE TOWN OF ELSMERE

WHEREAS, Title 9 of the Delaware Code, Section 1102, authorizes New Castle County and any incorporated municipality within New Castle County to transfer the performance of a local service function from one jurisdiction to another by ordinance; and

WHEREAS, Title 9, Section 1128(c)(1) further provides that New Castle County shall determine the percentage of services performed by the County and by each municipality for purposes of calculating property tax rates; and

WHEREAS, the Town of Elsmere has submitted an application to New Castle County requesting credit for certain local service functions currently performed by the Town; and

WHEREAS, the New Castle County Department of Community Services has reviewed and confirmed that the Town of Elsmere performs the local service function of Recreation; and

WHEREAS, it is necessary for both New Castle County and the Town of Elsmere to formally enact ordinances transferring the Recreation local service function from the County to the Town in order to adjust the corresponding service credit; and

WHEREAS, this transfer will allow the Town of Elsmere to receive proper recognition and credit for the provision of recreational services within the municipal boundaries, to be reflected in the calculation of the property tax rate for Fiscal Year 2027.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ELSMERE, AS FOLLOWS:

1. Transfer of Local Service Function.

Pursuant to Title 9 of the Delaware Code, Section 1102, the local service function of Recreation is hereby transferred from New Castle County to the Town of Elsmere.

2. Scope of Function.

The local service function of Recreation shall include, but not be limited to, the planning, development, maintenance, and operation of parks, playgrounds, recreational facilities, programs, and related community events within the corporate limits of the Town of Elsmere.

3. Effective Date of Transfer.

The transfer of the Recreation local service function shall take effect upon adoption of a corresponding ordinance by the New Castle County Council, and shall be effective for purposes of calculating the Fiscal Year 2027 property tax rate.

4. Notification.

A certified copy of this Ordinance shall be transmitted to the New Castle County Department of Finance and the New Castle County Department of Community Services upon adoption.

5. Severability.

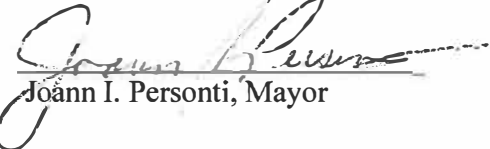
If any section, clause, or provision of this Ordinance shall be declared invalid, the remainder shall remain in full force and effect.

6. Effective Date.

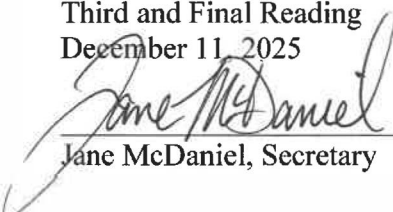
This Ordinance shall take effect immediately upon its passage and approval in accordance with the Town Charter.

**ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ELSMERE,
THIS 11th DAY OF DECEMBER 2025.**

First and Second Reading
November 13, 2025,


Joann I. Personti, Mayor

Third and Final Reading
December 11, 2025


Jane McDaniel, Secretary

Approved as to form:


Town Solicitor

SYNOPSIS

This Ordinance transfers the Recreation local service function from New Castle County to the Town of Elsmere, in compliance with Title 9 of the Delaware Code, Sections 1102 and 1128(c)(1).

FISCAL IMPACT

The transfer of the Recreation local service function from New Castle County to the Town of Elsmere will not result in new expenditures or revenues for the Town, as the Town already provides and funds its own recreational programs and facilities. However, the transfer will allow Elsmere to receive an increased credit toward its property tax rate under Title 9, §1128(c)(1), beginning in Fiscal Year 2027, thereby ensuring that Town taxpayers are not charged twice for the same service.

Prime Sponsor(s): Ms. Kilpatrick
Co-sponsor(s): Mr. Caneco, Mr. Carter,
Mr. Cartier, Ms. Durham,
Ms. George, Mr. Hollins,
Mr. Sheldon, Mr. Smiley,
Mr. Street, Mr. Tackett,
Mr. Toole,
Ms. Williams-Johns

Date of introduction: January 13, 2026

RESOLUTION NO. 26-001

HONORING THE LIFE AND LEGACY OF CORPORAL GRADE ONE MATTHEW TYLER “TY” SNOOK

1 **WHEREAS**, Matthew Tyler “Ty” Snook, age 34, was a native Delawarean living
2 in Hockessin; and

3 **WHEREAS**, Matthew attended St Mark’s High School, was an accomplished
4 wrestler winning the State Championship at 171 lbs. He attended the University of
5 Maryland on a scholarship, where he wrestled more than 90 matches. He also
6 coached youth clinics at Tyrant Wrestling, a club he started wrestling with as an 11-
7 year-old when it was founded in 2002; and

8 **WHEREAS**, Officer Snook was a 10-year veteran of the Delaware State police.
9 He joined the Delaware State Police on March 6, 2015, as a member of the 88th
10 Delaware State Police Recruit Class; and

11 **WHEREAS**, reactions from his colleagues, friends and acquaintances remind
12 us that Officer Snook’s last actions were that of a hero. A hero who saved lives by
13 sacrificing his own. A law enforcement officer who faced danger in even the most
14 routine circumstances; and

15 **WHEREAS**, the Youth, Peace and Justice foundation, an organization founded
16 in the aftermath of the 2022 shooting at Uvalde, Texas elementary school announced
17 it will recognize Officer Snook with its National Heroism Award for his “ultimate
18 sacrifice and courageous intervention during a high-stakes public safety threat.”
19

20 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
21 Castle County that County Council hereby honors the life, service, and sacrifice of
22 Delaware State Trooper Matthew Tyler “Ty” Snook. We extend our deepest gratitude
23 for his unwavering commitment to protecting the citizens of this state. May his legacy
24 of courage and dedication continue to inspire us all, and may his family, his parents
25 Karen and Matthew Snook, Siblings Kassi and Josh, and wife Lauren and their 1-year-
26 old daughter find comfort in knowing that his sacrifice will never be forgotten.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact with the adoption of this resolution.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: January 13, 2026

RESOLUTION NO. 26-002

**CONGRATULATING THE OFFICE OF FINANCE FOR EARNING THE DISTINGUISHED
BUDGET PRESENTATION AWARD FOR NEW CASTLE COUNTY'S COMPREHENSIVE
ANNUAL BUDGET SUMMARY FOR 36 CONSECUTIVE YEARS**

1 **WHEREAS**, candid financial disclosure is the foundation of maintaining a trusting
2 relationship between New Castle County Government and its citizens; and
3

4 **WHEREAS**, each year the New Castle County Office of Finance creates a
5 Comprehensive Annual Budget Summary (CABS) for its residents, stakeholders, and all
6 interested parties; and
7

8 **WHEREAS**, the Government Finance Officers Association of the United States and
9 Canada (GFOA) presented a Distinguished Budget Presentation Award to New Castle County,
10 Delaware for its annual budget for the fiscal year beginning July 1, 2025; and
11

12 **WHEREAS**, this award represents a significant achievement by New Castle County and
13 reflects the commitment of the governing body and staff to meeting the highest principles of
14 governmental budgeting; and
15

16 **WHEREAS**, in order to receive this budget award, a governmental unit must publish a
17 budget document that satisfies nationally recognized guidelines for effective budget
18 presentation as a policy document, financial plan, operations guide and as a communications
19 device; and
20

21 **WHEREAS**, this is the thirty-sixth consecutive year that the Office of Finance has
22 created a Comprehensive Annual Budget Summary (CABS) that has merited the Distinguished
23 Budget Presentation Award from the Government Finance Officers Association of the United
24 States and Canada.
25

26 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle
27 County that County Council congratulates and commends the Office of Finance for its
28 outstanding service to the citizens and government of New Castle County.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There will be no discernible fiscal impact upon the adoption of this Resolution.

Acknowledged by the Chief Financial Officer December 3, 2025.

Prime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: January 13, 2026

RESOLUTION NO. 26-003

**CONGRATULATING AND COMMENDING DIANA JACKSON ON HER RETIREMENT
AFTER 38 YEARS AS AN EMPLOYEE OF THE NEW CASTLE COUNTY GOVERNMENT**

1 **WHEREAS**, On September 14, 1987, Diana Jackson was hired as an Account Clerk I in
2 Treasury as a cashier, processing Tax and Sewer refunds and Transfer Taxes; and
3

4 **WHEREAS**, during her 38 years she also worked in Data Control which later combined
5 with Accounts Payable before settling into her permanent home in Community Services; and
6

7 **WHEREAS**, over the course of her career, Diana was promoted to Account Clerk II,
8 Account Clerk III, Accountant I and Program Analyst; and
9

10 **WHEREAS**, we honor and celebrate Diana's remarkable career defined by her
11 dedication, service and unwavering commitment to our Libraries and the people who bring
12 them to life; and
13

14 **WHEREAS**, her willingness to collaborate, mentor, and support others created an
15 environment of trust, learning and shared purposes; and
16

17 **WHEREAS**, Diana is a proud alumna of Howard Technical High School; and
18

19 **WHEREAS**, Diana is a mother of two and grandmother of five; and
20

21 **WHEREAS**, Diana is a very active member of Ezion Fair Baptist Church where she
22 performs in the choir, which was highlighted with a performance with John Legend; and
23

24 **WHEREAS**, after retirement, Diana plans to volunteer and continue to be involved with
25 her church and helping to build the community; and
26

27 **WHEREAS**, after 28 years with the Department of Community Services and a total of
28 38 years with New Castle County, Diana will retire on January 1, 2026.
29

30 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New Castle
31 County that County Council congratulates and commends Diana Jackson for her 38 years of
32 dedicated service to the citizens of New Castle County and we hope she enjoys her well-
33 earned retirement.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact upon the adoption of this Resolution.

Acknowledged by the Chief Financial Officer December 22, 2025.

RESOLUTION NO. 26-004

HONORING THE LIFE AND LEGACY OF MR. GARY D. JOHNSON

1 **WHEREAS**, Gary D. Johnson was born on December 23, 1971, to the late Rita
2 and Irving Johnson; and
3

4 **WHEREAS**, Gary received his early education in the Wilmington Public School
5 System and graduated from the historic Howard High Career Center. After graduating,
6 he attended Johnson & Wales University, where he studied Culinary Arts; and
7

8 **WHEREAS**, Gary continued to refine his craft through hands-on experience,
9 mentorship, and a deep passion for creating memorable meals at Shipley Manor, where
10 he was one of the head cooks. His dedication to excellence in the kitchen became a
11 defining part of his professional journey, marked by creativity and his genuine love for
12 cooking, shaping both his career with discipline and an unwavering commitment to his
13 skills. He took immense pride in preparing delicious healthy food for the residents and
14 the many lives he touched. Gary left a lasting impression on countless people; and
15

16 **WHEREAS**, Gary enjoyed spending time with his family and really liked singing
17 karaoke and just having fun with his family. He was a diehard Eagles fan...Go
18 Birds...and he brought that same enthusiasm into every part of his life. Whether he was
19 cheering on his team, sharing a laugh, or lifting someone's spirits, Gary had a way of
20 making every moment brighter; and
21

22 **WHEREAS**, Gary is lovingly remembered by his wife, Kenya, and his children
23 Miles, Amber, Gary, Myesha, and Yainni, his brothers, Twin Larry and Aaron, his sister
24 Damika and God sisters, Kim and Achaleese, Auntie Rosalind, and eight grandchildren
25 whom he loved.
26

27 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
28 Castle County that Council hereby honors the life and legacy of Mr. Gary D. Johnson
29 and extends its deepest sympathy to his family and friends accordingly.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title

FISCAL IMPACT: There is no discernible impact upon the adoption of this resolution.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: January 13, 2026

RESOLUTION NO. 26-005

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT WITH CLEARGOV FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

1 **WHEREAS**, the Office of Finance ("Finance") regularly produces a variety of
2 financial documents which currently require an entirely manual effort outside of the
3 financial system including the annual budget presentations to the County Executive and
4 County Council, Recommended and Approved Operating Budget Books, Comprehensive
5 Annual Budget Summary (CABS), monthly Revenue and Fiscal Reports, etc.; and
6

7 **WHEREAS**, ClearGov is easy-to-use software to help governments budget better
8 and is endorsed exclusively by the National Association of Counties (NACo); and
9

10 **WHEREAS**, ClearGov provides a Digital Budget Book tool which will assist
11 Finance with automating the creation of its financial documents which will assist with
12 streamlining processes for more efficiency, reduce errors and provide consistent final
13 products; and
14

15 **WHEREAS**, the Digital Budget Book tool will allow Finance to build our budget
16 from existing templates, import the budget from the financial system, collaborate to
17 update content in a central location and share with the public in web, mobile and print
18 formats; and
19

20 **WHEREAS**, the Budget Cycle Management Suite contains other modules to be
21 implemented in the future including Digital Financial Reporting, Strategic Planning,
22 Capital Project Tracking, Capital Budgeting, Personnel Budgeting, Operating Budget and
23 Transparency; and
24

25 **WHEREAS**, the cost for FY2026 will include the five month pro-rata subscription
26 fee of \$9,645.83 and the one-time setup fee of \$21,250.00 for a total impact of
27 \$30,895.03; and
28

29 **WHEREAS**, the annual subscription fee for FY2027 is \$68,475.00 with a 3%
30 annual increase for FY2028 and FY2029 through the length of the three-year contract;
31 and
32

33 **WHEREAS**, to incentivize Finance to consider entering into the contract, ClearGov
34 offered a total discount of \$89,975 (including \$16,550 as to setup services and \$73,425
35 as to subscription services) over the course of the contract's three-year term, provided
36 the parties executed the contract on or before December 31, 2025; and
37

38 **WHEREAS**, at the end of the three-year contract, if Finance chooses to renew for
39 an additional term of the contract, there would be 6% annual increase beginning with
40 FY2030; and

41
42 **WHEREAS**, funding is included in the Approved Operating Budget for the
43 Department of Administration, Office of Finance; and
44

45 **WHEREAS**, in order to avail itself of ClearGov's significant discount identified
46 above, the County Executive signed the contract on December 31, 2025; and
47

48 **WHEREAS**, in the event County Council does not approve the County Executive
49 signing the ClearGov contract, the contract includes a "Cancellation Option" term
50 providing that the contract is "subject to the approval of the New Castle County's Council"
51 and that in the event County Council "does not approve this Service Order at its January
52 13, 2026 meeting, [New Castle County] shall have the option to terminate this Service
53 Order immediately by providing written notice. In the event that [New Castle County]
54 exercises this option, [New Castle County] shall have no payment obligation under this
55 Service Order."
56

57 **WHEREAS**, the County Executive is presenting this contract to County Council for
58 its approval and ratification of the County Executive's signature on December 31, 2025
59 to take advantage of ClearGov's offered discount ; and
60

61 **WHEREAS**, County Council has determined that the purpose of the contract is to
62 advance, and is reasonably and rationally related to, legitimate government interests (i.e.,
63 promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the
64 present and future inhabitants of this State).
65

66 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
67 Castle County hereby authorizes the County Executive's December 31, 2025 signature
68 to the attached contract with ClearGov.
69

70 This Resolution shall become effective immediately upon its adoption by County
71 Council.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to execute a contract with ClearGov to implement easy-to-use software, including a Digital Budget Book tool which will assist with automating the creation of our financial documents. This tool will assist with streamlining processes for more efficiency, reduce errors and provide consistent final products.

FISCAL NOTE: The fiscal impact of this contract is \$30,895.03 in FY2026, \$68,475.00 in FY2027 and \$70,529.25 in FY2028. This is a three-year contract and FY2028 and

FY2029 will include a 3% increase. If this contract is renewed it will include a 6% increase in FY2030 and beyond. Funding for FY2026 is included in the Approved Operating Budget in the Department of Administration, Office of Finance.

Acknowledged by the Chief Financial Officer December 31, 2025.



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created By	Tory Cortese
Contact Phone	781.910.8156
Contact Email	tcortese@cleargov.com

Order Date	Dec 22, 2025
Order Valid If Signed By	Dec 31, 2025

Customer Information					
Customer	New Castle County, DE	Contact	David Del Grande	Billing Contact	David Del Grande
Address	87 Reads Way	Title	Chief Financial Officer	Title	Chief Financial Officer
City, St, Zip	New Castle, DE 19720	Email	David.DelGrande@newcastlede.gov	Email	David.DelGrande@newcastlede.gov
Phone	302-395-5555			PO # (If any)	

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		\$371,000,000	
Setup Services		Tier / Rate	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions		Tier 5A	\$ 37,800.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions		Tier 5A	\$ (9,450.00)
Onboarding Discount: Customer value add		Tier 5A	\$ (7,100.00)
Total ClearGov Setup Service Fee - Billed ONE TIME			\$ 21,250.00
Subscription Services		Tier / Rate	Service Fees
ClearGov Base Platform - Civic Edition		Tier 5A	\$ 4,950.00
ClearGov Operational Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Capital Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Digital Budget Book - Civic Edition		Tier 5A	\$ 18,200.00
ClearGov Digital Financial Reporting - Civic Edition		Tier 5A	\$ 18,200.00
Bundle Discount: Platform (50%)		Tier 5A	\$ (2,475.00)
Bundle Discount: Modules (25%)		Tier 5A	\$ (22,000.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 68,475.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Pro-Rata	Feb 1, 2026	Jun 30, 2026	ClearGov Subscription Services (DBB)
Setup	Jun 30, 2026	Jun 30, 2026	ClearGov Setup Services (DBB, OB, CB, DFR)
Initial	Jul 1, 2026	Jun 30, 2029	ClearGov Subscription Services (OB, CB, DBB, DFR)

To be clear, you will be billed as follows...

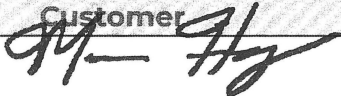
Billing Date(s)	Amount(s)	Notes
Feb 1, 2026	\$9,645.83	5 Month Pro-Rata Subscription Fee (DBB)
Jun 30, 2026	\$21,250.00	One-Time Setup Fee
Jul 1, 2026	\$68,475.00	Annual Subscription Fee (OB, CB, DBB, DFR)

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions

Valid Until	Dec 31, 2025	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Renewal Option	After the Initial Period (July 1, 2026 – June 30, 2029), the Service Period for any ClearGov Annual Subscription Services shall renew for up to three (3) successive annual periods (each period an "Annual Term") upon the mutual written agreement of Customer and ClearGov. Either Party to this Service Order may provide the other party written notice of its desire to not renew any renewal Annual Term at least sixty (60) days prior to the end of the then-current Annual Term.
Cancellation Option	This ClearGov Service Order is subject to the approval of the New Castle County's Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its January 13, 2026 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Legal Review Option	This ClearGov Service Order is subject to the review and approval of Customer's legal representative as set forth herein. In the event that such legal representative does not approve this Service Order within thirty (30) days, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Marcus Henry
Title	County Executive

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)		
Select Order Type for this Service Order	NL	If XS: Original Service Order Date

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



ClearGov BCM Service Agreement

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) Definitions. Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) **Content Delivery.** Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) **Application Access.** Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) **API Access.** Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) **Term.** The duration of this Agreement shall be defined in accordance with the Term and Renewal Option provisions set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

- thereof.
- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) Obligations. Upon expiration or termination of this Agreement:
- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
 - b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
 - c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.
- 3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.
- 4) Fees and Billing.**
- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
 - 4.2) Interest and Collections. Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
 - 4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.
- 5) Intellectual Property.**
- 5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
 - 5.2) Data Ownership and License.
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
 - b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
 - c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.
- 5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.
- 6) Representations, Warranties, Indemnification and Liability.**
- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a **"Claim"**) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term **"Confidential Information"** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain insurance that is consistent with the requirements and amounts outlined in Exhibit A.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).
- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

EXHIBIT A
Insurance Requirements

1. ClearGov shall purchase and maintain the following insurance coverages solely at their expense for the term of this Agreement:
 - a. Commercial general liability insurance which should include, but not limited to, coverage for liability for injury to persons, including death, and personal property, on an occurrence form with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate. Limits may be satisfied with a combination of primary, excess, and/or umbrella policies of insurance, provided that all such policies comply with all provisions of this Agreement. The General Liability policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by ClearGov, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertiser's Liability, and (e) products and completed operations;
 - b. Automobile liability insurance covering all owned, non-owned and hired vehicles with limits of no less than \$1,000,000 combined single limit for bodily injury and property damage;
 - c. Employer's liability insurance with limits not less than \$1,000,000;
 - d. Worker's Compensation insurance meeting statutory limits required by the laws of the State of Delaware, and under any other applicable state laws covering all persons employed or retained by them;
 - e. Professional liability insurance with limit of liability in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate insuring ClearGov and its officers, directors, members, employees, consultants and partners, and all other persons for whose acts they or any of them may be liable, against any and all liabilities arising out of, or in connection with, the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of its professional responsibilities in connection with this Agreement. If said insurance is written on a claims made form, and if there is a retro date, then the date must be prior to the inception date of this Agreement; and that same retro date must be maintained unchanged during the term of this Agreement, and for at least three (3) years thereafter; and
 - f. Network Security/Privacy (Cyber) and Technology Errors and Omissions (Tech E&O) insurance coverage at a minimum of \$3,000,000 limit per claim and in the

aggregate. Tech E&O insurance should cover for liabilities and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products; this coverage should also cover punitive damages, violation of software copyright, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. The cyber policy shall include coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for ClearGov for any intentional act exclusions for intentional acts committed by a rogue employee not considered an executive officer. If this coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

2. Duration of Insurance. The insurance policies required by this Agreement shall be kept in full force and effect as follows:
 - a. All insurance required under 1.a., b., c., d., and f. shall be kept in full force and effect during the term of this Agreement; and
 - b. Professional liability coverage pursuant to 1.e. hereof shall be kept in force during the term of this Agreement and for three (3) years after the Agreement expires.
3. Additional Insureds. All insurance required under this Agreement except workers' compensation and professional liability shall be provided on a policy(ies) that specifically names Customer (New Castle County), its officials and employees as additional insureds.
4. Certificate of Insurance. A certificate of insurance evidencing the coverage set forth in this Section is attached hereto as **Appendix A**. ClearGov shall provide the New Castle County Chief Financial Officer with current certificates of insurance within five (5) business days of each renewal or change in policy throughout the term of this Agreement. At Customer's request, ClearGov shall deliver the actual insurance policies to Customer within ten (10) business days.
5. Subrogation. All insurance required under this Agreement shall be provided on a policy that includes an endorsement that specifically waives any subrogation rights the insurer would otherwise have against Customer, its officials or employees.

6. Changes to Coverage. Each policy shall be endorsed to require the insurer to give Customer at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.
7. Carrier Rating. Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook. Any change in this rating or outlook must be relayed to Customer by ClearGov or the insurance carrier as soon as possible upon learning of same, and ClearGov shall use due diligence with its insurance broker or carrier to keep track of same.
8. Primary Insurance. All insurance required under this contract except workers' compensation and professional liability shall expressly provide that such insurance shall be primary insurance, and any similar insurance in the name of ClearGov shall be excess and non-contributing.
9. Deductibles. If any policy has a deductible or retention, ClearGov is solely responsible for the deductible or retention and it will not make a claim against Customer for any reimbursement, regardless of the cause of loss. Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.
10. Notice. ClearGov agrees to notify the New Castle County Chief Financial Officer immediately, in writing, of any claim, demand or action arising out of an occurrence covered hereunder of which ClearGov has knowledge.



APPENDIX A CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 115 Federal St Boston MA 02210 License#: BR-1791411 CLEARINC-12		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Twin City Fire Insurance Company	29459
		INSURER B : Hartford Fire Insurance Company	19682
		INSURER C : Hartford Accident and Indemnity Company	22357
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1098624917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			08SBAAA4458	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			08SBAAA4458	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			08SBAAA4458	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAW0KLB	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber/Professional Liab			08 TE 0378622-25	1/1/2025	1/1/2026	Each Wrongful Act Aggregate Limit 3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of New Castle, DE, New Castle County, its officials and employees are included as an additional insured as required by written contract per the policy terms, conditions and exclusions. Waiver of subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

County of New Castle, DE 77 Reads Way New Castle DE 19720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Administration/Finance
Date of introduction: January 13, 2026

RESOLUTION NO. 26-006

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH VALUEBASE FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF FINANCE

1 **WHEREAS**, the Assessment Division ("Assessment") has been engaged with the
2 first reassessment performed since 1983; and
3

4 **WHEREAS**, as a result, over 5,200 property owners have appealed their July 1,
5 2025 assessment valuation, resulting in a backlog of work to be performed with a minimal
6 amount of certified assessors (including contractors) to work through the backlog of
7 appeals and related functions; and
8

9 **WHEREAS**, in addition, it is expected that the number of filed annual appeals will
10 rise beginning in January (in advance of the upcoming March 14, 2026 appeal deadline)
11 and into the foreseeable future since New Castle County is now mandated by State Code
12 to conduct a reassessment every five years; and
13

14 **WHEREAS**, in addition to the substantial operational challenges identified above,
15 the County was prevented from timely invoicing property taxpayers this tax year because
16 of emergent and unforeseeable Court of Chancery and Delaware Supreme Court
17 litigation. The County's response to that litigation required the emergent redeployment of
18 certain finite, critical Finance resources that were also managing the assessment appeal
19 process. The aforementioned unforeseeable circumstances contributed to the need to
20 engage in expedited purchasing activity to supplement Finance's already overburdened,
21 under-resourced complement of employees; and
22

23 **WHEREAS**, the ValueBase support platform will provide a useful tool to our
24 Assessment team by providing an automated appeal support platform, including
25 automated comparable sales reports, evidence package generation, appraisal review
26 automation, parcel-level visualization tools, and data coverage diagnostics; and
27

28 **WHEREAS**, ValueBase will also perform the initial data ingestion and system
29 setup, and will provide ongoing staff training, advisory support, and maintenance
30 necessary for Assessment staff to utilize these tools effectively; and
31

32 **WHEREAS**, this tool will help our Assessment staff administer appeals more
33 efficiently in an effort to reduce the delay in the appeal process, which lead to improper
34 tax billing, unstable revenue for the County, school districts, and municipalities, and data
35 integrity issues if unresolved; and
36

37 **WHEREAS**, the ValueBase agreement includes an all-inclusive annual price of
38 \$119,000, which covers setup, ingestion, maintenance, training, and unlimited support;
39 and

40
41 **WHEREAS**, funding for FY2026 will come from the Reassessment Capital Project;
42 and

43
44 **WHEREAS**, the County Executive is presenting the ValueBase agreement to
45 County Council for its approval prior to the County Executive's signature; and

46
47 **WHEREAS**, County Council has determined that the purpose of the contract listed
48 below is to advance, and is reasonably and rationally related to, legitimate government
49 interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or
50 welfare of the present and future inhabitants of this State).

51
52 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
53 Castle County that County Council hereby authorizes the County Executive to sign the
54 attached agreement with ValueBase.

55
56 This Resolution shall become effective immediately upon its adoption by County
57 Council.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: This Resolution authorizes the County Executive to execute an agreement with ValueBase to provide Assessment with an automated appeal support platform, including automated comparable sales reports, evidence package generation, appraisal review automation, parcel-level visualization tools, and data coverage diagnostics.

FISCAL NOTE: The fiscal impact of this agreement is \$119,000 in FY2026 and any subsequent renewal terms as this is an annual payment. Funding for FY2026 is included in the Reassessment Capital Project. Funding for FY2027 will be requested in the FY2027 Requested Operating Budget for the Department of Administration.

Acknowledged by the Chief Financial Officer December 18, 2025.

VALUEBASE SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into as of the last date of signature below (the “Effective Date”) between Geo Land Solutions, Inc., a Delaware corporation, d/b/a ValueBase (“Company”), and New Castle County, Delaware (“Customer”).

1. SERVICES AND SUPPORT:

- 1.1. Subject to the terms of this Agreement, Company will provide Customer access to the ValueBase automated appeal support platform, including automated comparable sales reports, evidence package generation, appraisal review automation (ValPal), parcel-level visualization tools, and data coverage diagnostics as described in ValueBase’s Proposal, a copy of which is attached as Exhibit A (together, the “Services”). Company will also perform the initial data ingestion and system setup, and will provide ongoing staff training, advisory support, and maintenance necessary for Customer to utilize these tools effectively, consistent with the Delivery Model outlined in the Proposal.
- 1.2. With respect to any software or other things distributed or provided to Customer for use on Customer’s premises or devices or otherwise, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such software or other things so long as this Agreement is in effect, but such use shall only be so licensed for use in connection with the Services.
- 1.3. ValueBase shall provide technical support for Customer’s use of the software. Technical support is available Monday through Friday 9:00 a.m. to 5:00 p.m. (Eastern).
- 1.4. Upon termination of this Agreement, all such software or other things shall be returned to the Company or destroyed as Company may direct.

2. TERM OF AGREEMENT:

- 2.1. This Agreement shall be in effect for one (1) year from the Effective Date or such other date as may be designated by Customer in writing (the “Initial Term”). Customer shall have the option to renew this Agreement upon such terms as the Parties may agree.

3. FEES FOR SERVICES:

- 3.1. Company’s Services are provided on an annual contract basis. The total annual fee payable by Customer to Company shall be \$119,000 billed in full upon initial delivery of the Services to Customer. At the conclusion of the Initial Term, Customer may elect to renew the Agreement in writing for an additional one-year term at the then-applicable annual fee, which Company shall disclose to Customer at least thirty (30) days in advance of the conclusion of the Initial Term.
- 3.2. Payments more than thirty (30) days past due are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Non-payment for more than thirty (30) days may result in immediate termination of Services.

4. RESTRICTIONS AND RESPONSIBILITIES:

- 4.1. Customer will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”). Customer will not modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for the benefit of any third-party; or remove any proprietary notices or labels.

- 4.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms of this Agreement, Company's standard published policies in effect during the term of this Agreement as the same may be modified from time to time in the sole discretion of the Company ("Policies"), and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes to be in violation of the foregoing.
- 4.3. Customer agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and/or expenses (including without limitation costs and attorneys' fees) in connection with any claim or action arising from any alleged violation of Section 4.2 of this Agreement by Customer or otherwise resulting from Customer's use of the Services.
- 4.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, servers, secondary software, operating systems, networking equipment, web servers, and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer accounts, passwords (including but not limited to administrative and user passwords), files, and any other data. Customer is solely responsible for any use or breach of Customer accounts, the Software, or the Equipment, whether or not such use or breach is with Customer's knowledge or consent.

5. CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 5.1. Each party understands that the other party has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business, and that such information is confidential and proprietary. Such confidential and proprietary information of the Company includes non-public information regarding features, functionality, and performance of the Services and Software. Such proprietary and confidential information of the Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect confidential and/or proprietary information from disclosure to third-parties or to employees of Company or Customer that do not have a need to access such confidential and/or proprietary information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or to divulge to any third person any such confidential and/or proprietary information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any confidential and/or proprietary information of the Disclosing Party; or (e) is required to be disclosed by law.
- 5.2. Confidential and/or proprietary information shall include, without further identification, any business, technical, or financial information of the Disclosing Party as well as the confidential and/or proprietary information specifically listed above. Either party may designate other information as proprietary and/or confidential by notifying the other party in writing that such information is so designated and, with respect to documents or other tangible items, clearly marking such documents or items as "CONFIDENTIAL."
- 5.3. Except as specifically stated herein, Customer shall retain all right, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title, and interest in and to (a) the Services and Software, including all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, and (c) all intellectual property rights related to any of the foregoing.
- 5.4. The Parties understand and agree that the unauthorized use or disclosure of confidential and/or proprietary information constitutes an irreparable injury to the Disclosing Party and the Disclosing Party, in addition to any such other remedies as may be available at law, shall be entitled to injunctive relief from a court of

competent jurisdiction, including a temporary restraining order, preliminary injunction, or permanent injunction, without posting of bond.

- 5.5. Notwithstanding the foregoing or anything to the contrary contained herein, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term of this Agreement) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

6. TERMINATION OF AGREEMENT:

- 6.1. In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days' advance written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for Services provided up to and including the last day on which the Services are provided.
- 6.2. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data.
- 6.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER:

- 7.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or due to other causes beyond Company's reasonable control. Company shall use reasonable efforts to provide advance notice of any scheduled service disruption. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY:

- 8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY

CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9. OTHER PROVISIONS:

- 9.1. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 9.2. **Non-Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.
- 9.3. **Integration.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- 9.4. **Modification.** Except as may otherwise be expressly stated herein, the terms and conditions of this Agreement may only be modified by a writing signed by both parties.
- 9.5. **Non-Waiver.** The failure by either Party to insist, in any one or more instances, upon strict performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder, or of the right to future performance of any such term of condition.
- 9.6. **Relationship of Parties.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- 9.7. **Attorney's Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.
- 9.8. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices shall be sent to:
- | | |
|---|---|
| <p>GEO LAND SOLUTIONS, INC.
DBA VALUEBASE
William Jarvis
Chief Executive Officer
1606 Headway Cir STE 9205
Austin, TX 78754</p> | <p>NEW CASTLE COUNTY, DELAWARE
Attn.: Chief Financial Officer
87 Reads Way
New Castle, DE 19720</p> |
|---|---|
- 9.9. **Governing Law and Forum.** Any disputes arising out of or related to this Agreement, or the Parties' relationship created hereby, shall be governed by the internal laws of the State of Delaware. Any disputes arising out of or related to this Agreement, or any other aspect of the Parties' relationship, shall be heard only in the state or federal courts located in the State of Delaware, to the exclusion of other courts and fora. All parties consent to personal jurisdiction in the state and federal courts of Delaware.
- 9.10. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE TRANSACTIONS CONTEMPLATED HEREBY.

9.11. **Representations.** Each party represents and warrants to the other that it is a corporation or governmental entity duly organized and validly existing in any State in which it is incorporated, is located, or does business; that it is duly licensed, qualified, and in good standing under the laws of all respective states; and, by signature below, the signatory represents and warrants that they have full authority to enter into this Agreement and to bind the respective Party thereto.

IN WITNESS WHEREOF, by signature below the Parties state that they have read, understood, and agree to the terms of this document and so sign this document intending to be bound thereby.

**GEO LAND SOLUTIONS, INC.
DBA VALUEBASE**

NEW CASTLE COUNTY, DELAWARE

William Jarvis
Chief Executive Officer

Marcus Henry
New Castle County Executive

Date: _____

Date: _____

Exhibit A

[Insert Copy of ValueBase's Proposal to New Castle County, Delaware]



Valuebase

Valuebase Proposal for New Castle County

Will Jarvis

CEO

1606 Headway Cir.

Ste. 9205

Austin, TX 7854

(252) 904 6817

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Appeal Support & Data Quality Proposal – New Castle County

Prepared for: New Castle County, Delaware

Prepared by: Valuebase (Will Jarvis)

Date: 12/2/25

1. Executive Summary

New Castle County is entering unprecedented territory:

- First reassessment since 1983
- 4,000+ formal appeals already filed
- Significant public pressure
- Manual workflows taking 30–120 minutes per appeal
- Limited assessor staffing (~10 assessor 2's, where best practice suggests ~45)
- Large number of formal appeals expected Jan 1.

Valuebase can provide immediate workflow relief by automating evidence gathering, comp generation, appraisal review, and appeal triage, **without replacing human assessors** and without disrupting existing processes

Our role is to accelerate and support, not replace, New Castle County staff during a uniquely challenging cycle.

2. Your Current Situation (As Understood from Discussions)

2.1 Operational Challenges

- Significant labor hours spent matching comps, reviewing appraisals, and drafting stip letters
- Only assessor 2's able to perform appeal review, creating bottlenecks
- Understaffed relative to industry norms.

2.2 Data & Market Challenges

- Non-disclosure-like environment due to \$10 deed rule
- Inconsistent comparables available making comp selection difficult
- High sensitivity around perceived inequities requiring additional focus on appeals
- Little visibility into data quality and coverage

2.3 Timing Pressures

- January 1 opens next round of formal appeals
- Holidays reduce available staff time

3. Valuebase: What We Can Provide

You asked two core questions:

1. **“Can you help us get through the appeals faster?”**
2. **“Can you help us handle the upcoming January appeals more efficiently?”**

Yes, on both.

Below is a practical solution:

4. Proposed Solution

4.1 Automated Comp Reports & Evidence Packages

For each appealed property:

- Identify strongest comparable sales
- Auto-generate value adjustments using regression outputs
- Produce hearing-ready comp packets resembling a 1004 report
- Allow assessors to modify or override any value judgment

Outcome:

Significantly reduce comp/evidence preparation time.

Feature	Subject	Unit Adjustment	Comparable Sale #1	Comparable Sale #2	Comparable Sale #3
Address	3621 S WHEELING AV E		3619 S YORKTOWN AV E	3727 S LUTICA AV E	2252 E 34 ST S
Proximity to subject			0.18 mi NE	0.18 mi SW	0.39 mi NE
Sale price (time-adjusted)	\$504,000 (\$498,000)		\$499,000 (\$497,710)	\$770,000 (\$769,857)	\$1,080,000 (\$1,069,533)
Sale date	July 24, 2024		November 25, 2024	March 1, 2024	July 11, 2024
Land economic area	Tulsa Tulsa International Airport	See category adjustments below	Tulsa Tulsa International Airport	Tulsa Tulsa International Airport	Tulsa Tulsa International Airport
Neighborhood	173.0	\$0.00	173	173	173
Land area	12,020 sqft	\$2.87 / area	13,956 sqft	16,280 sqft	16,497 sqft
Year built	1941	0.752%	1936	1939	1950
Effective year built		0.000%	0	0	0
Building quality desc	5 - Very Good	See category adjustments below	5 - Very Good	5 - Very Good	5 - Very Good
Building condition desc	3 - Average	See category adjustments below	3 - Average	3 - Average	3 - Average
Finished area	2,561 sqft	\$244.34	3,425 sqft	4,672 sqft	4,794 sqft
Net adjustment (total)					
Adjusted sale price of comparables			\$299,800	\$273,400	\$437,620

4.2 Appraisal Review Automation (ValPal)

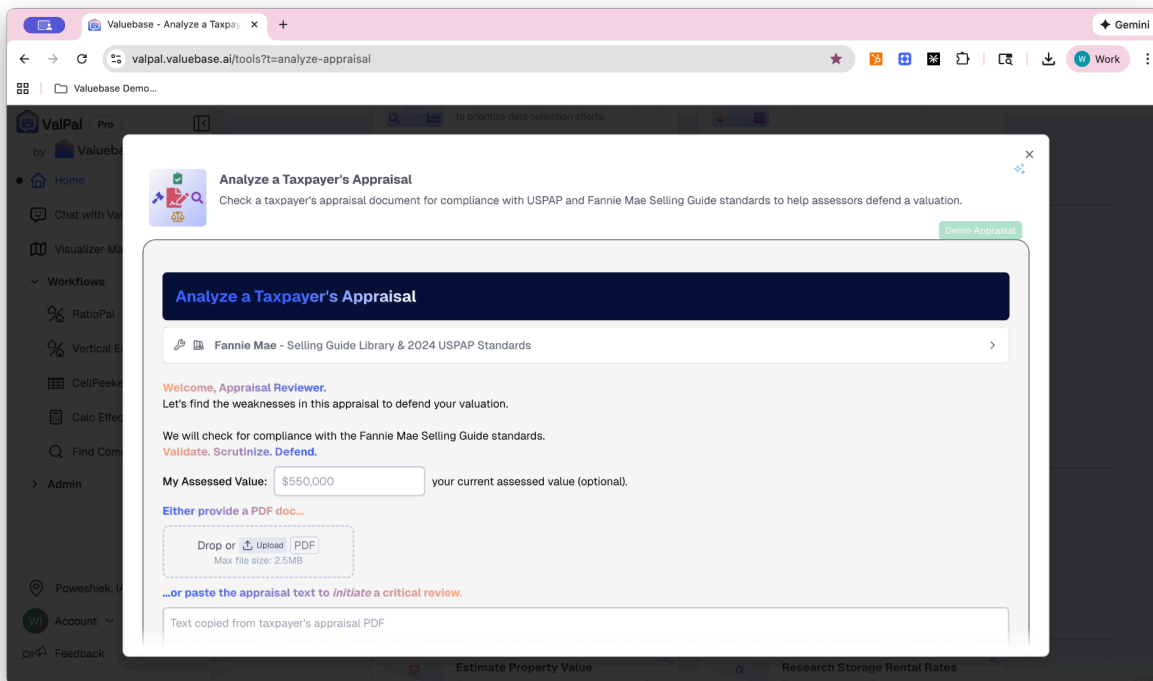
For appeals submitted with outside appraisals:

- Upload PDF
- System checks appraisal against:
 - USPAP standards
 - IAAO best practices

- Fannie Mae guidelines
- Flags red-flags, inconsistencies, and unsupported adjustments
- Produces a “GO / NO-GO” summary for assessor sign-off

Outcome:

Allows quick triage of appraisal-based appeals and reduces workload on legal.



4.3 Visualization

New Castle County needs a clear way to see where assessments are consistent, where they diverge, and where specific neighborhoods are driving appeals. Parcel-level visualization gives staff an immediate, map-based understanding of what's happening across the roll.

We can:

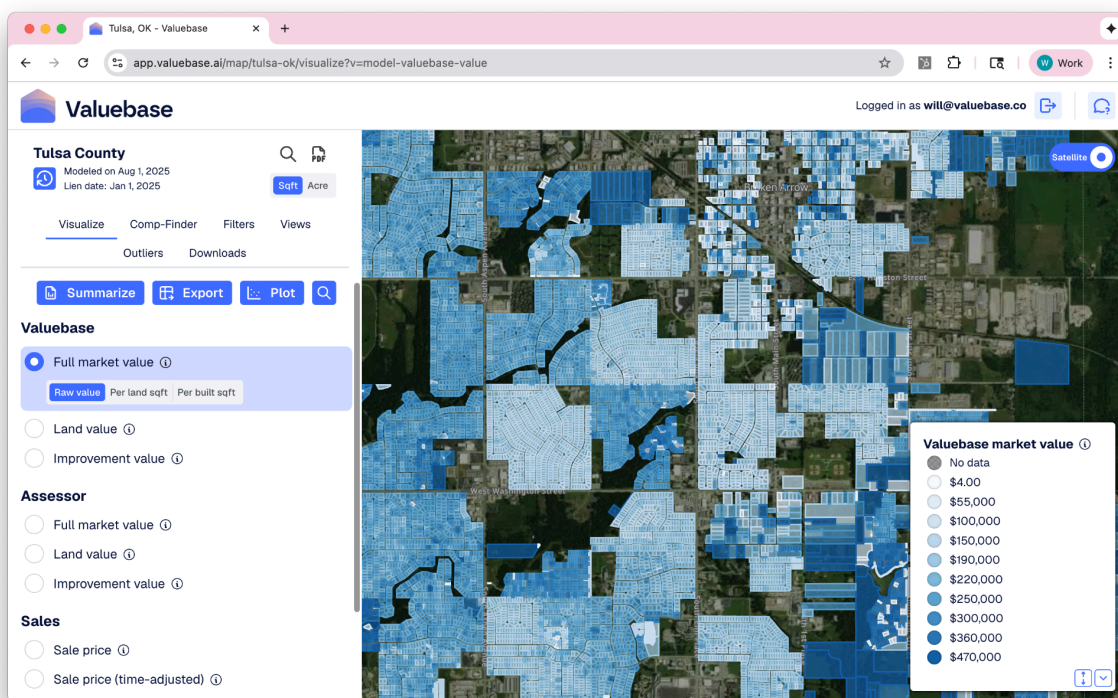
- **Visualize Ratio, and Equity Patterns**
Map assessment-to-sale ratios, and assessed values to show which areas align well and which require review.
- **Highlight Outlier Neighborhoods and Parcels**
Automatically surface clusters, where reassessment patterns fall outside expected ranges or correlate with heavy appeal activity.

- **Confirm Building Characteristics**

Display each parcel's building characteristics directly on the map, making it easy to spot inconsistencies between similar neighboring homes.

Outcome:

Provides New Castle County with a **clear, defensible, map** of assessment performance, essential in a politically charged environment and critical for restoring public trust.



4.4 Data Coverage Diagnostics + Cleanup

New Castle County is dealing with inconsistent characteristics (quality, condition, age), outdated records, and missing attributes issues that directly fuel appeals and public distrust and little visibility into data quality of the reassessment.

We can:

- **Assess Coverage of Key Fields**

Identify missing or inconsistent data for quality, condition, effective age, living area, and lot size.

- **Spot Geographic Gaps**

Flag neighborhoods, especially Wilmington, where data issues correlate with high appeal volume.

- **Produce a Prioritized Fix List**

Recommend the small set of data corrections that would meaningfully reduce appeals and improve equity.

- **Confirm Building Quality and Construction**

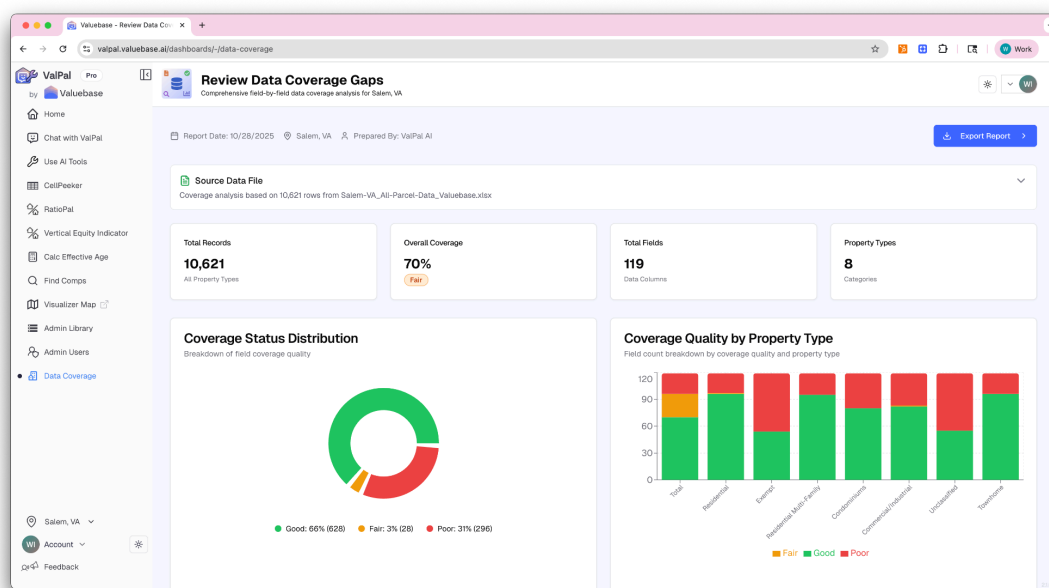
Use AI and imagery analysis to verify construction type and quality ratings that may be outdated or inconsistently applied.

- **Automated Sales Validation**

Detect non-market sales, \$10 deed transfers, multi-parcel transactions, and other invalid comparables before they distort analysis.

Outcome:

Clear visibility into **where data problems are driving appeals**, and a targeted plan to stabilize the roll before the next cycle.



5. Delivery Model

Phase 1: Quick Start

- Ingest data from county record systems (onsite)
- Deploy comp-generator + appraisal analyzer, data coverage and visualization
- Begin producing evidence packets for appeals
- Assessors remain fully in control of decisions

Timeline: **1 day onsite setup and ingestion, 1 week setup, 1:1 training with assessor staff.**

Phase 2: Ongoing Advisory, Data Quality Coverage, Support and Maintenance

- Continue visualization, data coverage and appeals support.
- Continue staff training.
- Prepare for 2026 cycle.

6. Pricing

The all-inclusive annual price is \$119,000, which covers setup, ingestion, maintenance, training, and unlimited support. For context, that's comparable to the cost of adding a single technical analyst or data specialist, giving the county much broader capacity without the hiring delays.

7. Next Steps

1. **Valuebase Delivers Proposal & Pricing (This Document)**
2. **County Reviews Proposal**
3. **Technical Access Setup (onsite)**
4. **Implementation Kickoff**
5. **Go-Live & Support**

8. Conclusion

New Castle County is navigating a once-in-a-generation reassessment under intense operational, political, and data-related pressure. With limited capacity, thousands of pending formal appeals, and public concern about equity, the county needs tools that improve speed *and* confidence in the underlying assessment roll.

Valuebase can immediately reduce workload, increase consistency, and accelerate appeal resolution through automated comp reports, appraisal review, and structured triage, while keeping assessors fully in control. Our parcel-level visualization and data coverage diagnostics provide the clarity and transparency needed to identify where assessments align, where they diverge, and where targeted data corrections will materially reduce future appeals.

By strengthening both **workflow efficiency and data quality**, Valuebase supports New Castle County in stabilizing the 2025 appeal cycle, improving public trust, and laying a strong foundation for the 2026 cycle and beyond.

RESOLUTION NO. 26-007

**PLAN OF 2701 CAPITOL TRAIL; MILL CREEK HUNDRED; NORTH SIDE OF
CAPITOL TRAIL, 500 FEET WEST OF PIKE CREEK ROAD; MAJOR LAND
DEVELOPMENT PLAN THAT PROPOSES TO DEMOLISH THE EXISTING
STRUCTURES AND CONSTRUCT A MIXED-USE DEVELOPMENT CONSISTING OF
179 APARTMENTS (237,400 SQUARE FEET) WITH A 5,500 SQUARE FOOT
CLUBHOUSE AND 21,500 SQUARE FEET OF COMMERCIAL GROSS FLOOR
AREA WITH ASSOCIATED IMPROVEMENTS; CR ZONING; APPLICATION NO.
2022-0270-S; COUNCIL DISTRICT 9**

1 **NOW, THEREFORE, BE IT RESOLVED**, by and for the County Council of New
2 Castle County that County Council hereby approves the following major land
3 development plan, Plan of 2701 Capitol Trail (Application Number 2022-0270-S) as
4 heretofore approved by the Land Use Department, and the President of County Council
5 is hereby authorized to endorse County Council's approval upon the following plan.

**2701 Capitol Trail
Mill Creek Hundred**

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL IMPACT: This will have no immediately discernible fiscal impact on the County but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

Marcus A. Henry
County Executive



David M. Culver
General Manager

New Castle County Department of Land Use

MEMORANDUM

TO: Council President
Members of County Council
Counsel to Council
Clerk of County Council

FROM: David Culver

RE: Application Number 2022-0270-S
2701 Capitol Trail
Major Land Development Record Plan

DATE: December 19, 2025

Enclosed for Council's review and consideration of approval are paper prints of the above-referenced plan. The Department has determined that this proposal complies with all applicable requirements of the New Castle County Code.

A suggested title and synopsis are attached.

cc: Marcus Henry, County Executive
Mona Parikh, Chief Administrative Officer

Plan of 2701 Capitol Trail; Mill Creek Hundred; North side of Capitol Trail, 500 feet west of Pike Creek Road; Major land development plan that proposes to demolish the existing structures and construct a mixed-use development consisting of 179 apartments (237,400 sf) with a 5,500 sf clubhouse and 21,500 sf of commercial gross floor area with associated improvements; CR zoning; Council District 9.

Synopsis: Same as title

Fiscal Note: This will have no immediately discernible fiscal impact on the County but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

SITE DATA

1. OWNER ADDRESS:	CAPITOL TRAIL APARTMENTS LLC 2360 LAKEWOOD ROAD SUITE 3 #68 TOMBS RIVER, NJ 08755
2. PROPERTY ADDRESS:	2701 CAPITOL TRAIL NEWARK, DE 19711
3. TAX PARCEL NUMBER:	06-049-30-379
4. AREA OF PARCEL:	12.36± ACRES
5. ZONING:	CR - COMMERCIAL REGIONAL (MIXED USE)
6. SOURCE OF TITLE:	DEED INSTRUMENT #20251020-0075718
7. SURVEY:	FEBRUARY 2022 BY CDA ENGINEERING, INC.
DATUM:	VERTICAL - NAVD 88 HORIZONTAL - COORDINATE SYSTEM AND BASIS OF BEARINGS: DELAWARE STATE PLANE NAD 83/81
BENCHMARK:	MAG NAIL SET (POINT #14) NORTHING 622728.2672 EASTING 681145.0853 ELEVATION 87.18
MONUMENTATION:	4 (EXISTING)
8. LOTS:	EXISTING: 1 / PROPOSED: 1
9. GROSS FLOOR AREA:	EXISTING: 70,625± SF (UN-BUILT, RECORDED PER MF #12921) PROPOSED: 264,400± SF TOTAL GFA USE OF A BREAKDOWN:

NON-RESIDENTIAL:	21,500± SF (8%)
RESIDENTIAL:	237,400± SF (179 APARTMENTS)
TOTAL RESIDENTIAL:	5,500± SF CLUBHOUSE
TOTAL RESIDENTIAL:	242,900± SF (92%)

10. AREA BREAKDOWN:		EXISTING	PROPOSED
BUILDING COVERAGE:		0.39± AC. (3%)	1.89± AC. (15.3%)
OTHER IMPERVIOUS SURFACES:		4.41± AC. (36%)	4.85± AC. (39.3%)
OPEN SPACE:		7.56± AC. (61%)	4.99± AC. (40.4%)
STORMWATER MANAGEMENT AREAS:		0 AC. (0%)	0.63± AC. (5.1%)
TOTAL:		12.36± AC. (100%)	12.36± AC. (100%)

REQUIRED:	149 SPACES (99 1-BEDROOM UNITS @ 1.5 SPACES/UNIT) 160 SPACES (80 2-BEDROOM UNITS @ 2 SPACES/UNIT) 97 SPACES (21,500± SF SHOPPING CENTER @ 4.5 SPACES/1,000 SF) 406 SPACES REQUIRED
PROVIDED:	358 SPACES, INCLUDING 8 ADA SPACES 48 GARAGE SPACES
TOTAL PROVIDED:	406 SPACES, INCLUDING 8 ADA SPACES
BICYCLE PARKING:	REQUIRED: 20 PROVIDED: 20
LOADING BAYS:	REQUIRED: 2 PROVIDED: 2

12. WATER SUPPLY:	ARTESIAN WATER COMPANY - WATER SUPPLY IS SUBJECT TO THE APPROVAL OF THE DELAWARE STATE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL AND THE DELAWARE DEPARTMENT OF PUBLIC HEALTH.
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13. SEWER:	NEW CASTLE COUNTY - SEWERAGE IS SUBJECT TO THE APPROVAL OF THE NEW CASTLE COUNTY DEPARTMENT OF PUBLIC WORKS AT THE TIME OF APPROVAL OF THIS PLAN. SEWER CAPACITY EXISTED TO ACCOMMODATE THE ANTICIPATED FLOWS GENERATED BY THIS ADDITIONAL DEVELOPMENT. NEW CASTLE COUNTY HAS COMMITTED TO PROVIDE SEWER SERVICE IN ACCORDANCE WITH LAND DEVELOPMENT IMPROVEMENT AGREEMENT FOR THIS DEVELOPMENT. THE OWNER OF THIS PROPERTY, HIS SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR EXTENDING SEWER SERVICE TO EACH LOT SHOWN ON OR CREATED BY THIS PLAN. SEWER FLOW: EXISTING: 7,063 GPD (70,625± SF @ 0.1 GPD) PROPOSED: 1,500 GPD (15,000± SF RETAIL @ 0.1 GPD) 3,750 GPD (150 SEATS @ 25 GPD/SEAT) 35,600 GPD (179 APARTMENT UNITS @ 200 GPD) 550 GPD (5,500± SF CLUBHOUSE @ 0.1 GPD) TOTAL PROPOSED: 41,600 GPD (AVG.) / 186,400 GPD (PEAK) * NET INCREASE: 34,537 GPD (AVG.) / 138,148 GPD (PEAK)
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14. FLOODPLAIN:	THIS PROPERTY IS NOT WITHIN THE FEMA 100-YEAR FLOODPLAIN ACCORDING TO FLOOD INSURANCE RATE MAP #100030013SL, PANEL 135 OF 475, WITH AN EFFECTIVE DATE OF JANUARY 22, 2020. A FLOODPLAIN STUDY IS NOT REQUIRED FOR THIS APPLICATION.
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15. WETLANDS:	A WETLANDS INVESTIGATION WAS CONDUCTED BY WATERSHED ECO, LLC IN MARCH 2022 IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL (16-87-1) AND REGIONAL SUPPLEMENT. NO WETLANDS WERE PRESENT WITHIN THE SUBJECT PROPERTY. THE SITE IS NOT WITHIN A CMA PER THE DELAWARE INVENTORY OF NATURAL AREAS.
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16. CRITICAL NATURAL AREA:	THE SITE DOES NOT LIE WITHIN A WRPA ACCORDING TO THE WRPA MAP PER MAP 1 OF 3, DELAWARE, DATED MARCH 2022.
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17. WATER RESOURCE PROTECTION AREA (WRPA):	THIS PLAN SUPERSEDES, IN PART, THE RECORD MAJOR LAND DEVELOPMENT PLAN FOR NEW CASTLE COUNTY ENGINEERING BUILDING, DATED 5/31/1996, AND RECORDED ON 7/24/1996 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, STATE OF DELAWARE, IN MICROFILM #12921.
--	---

18. SUPERSEDES NOTE:	NO DEEDS SHALL BE BARRIED ON THE SITE.
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19. DEBRIS DISPOSAL:	A LANDSCAPE PLAN, PREPARED BY DESIGNS, ETC., LAST DATED 10/27/23 OR AS AMENDED AND APPROVED IN WRITING BY THE DEPARTMENT OF LAND USE, IS HEREBY CONSIDERED A PART OF THE RECORD PLAN.
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20. LANDSCAPE PLAN:	ALL IMPROVEMENTS REQUIRED BY THIS PLAN AND THE NEW CASTLE COUNTY CODE SHALL BE SUBJECT TO THE LDA, AND THE PERFORMANCE GUARANTEE INCORPORATED HEREIN. THE LDA IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY ON 12/16/25, AT INSTRUMENT NO. 20252126-0090331.
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21. DELDOT:	DRAINAGE, EROSION AND SEDIMENT CONTROL, AND STORMWATER MANAGEMENT SHALL BE PROVIDED IN ACCORDANCE WITH THE NEW CASTLE COUNTY DRAINAGE CODE.
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22. LIMIT OF DISTURBANCE:	11.5± ACRES
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23. LAND DEVELOPMENT IMPROVEMENT AGREEMENT:	UNLESS OTHERWISE SPECIFIED ON THE PLAN, SIDEWALKS SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THIS PLAN AND SHALL BE A MINIMUM FIVE (5) FEET IN WIDTH AND CONSTRUCTED OF PORTLAND CEMENT CONCRETE.
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24. DEED RESTRICTIONS:	DECLARATION OF RESTRICTIONS, DATED 3/20/2000 AND RECORDED ON 3/23/2000 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY, STATE OF DELAWARE, IN DEED BOOK 2801, PAGE 286, AND AS REVISED BY THAT CERTAIN AMENDMENT TO DECLARATION OF RESTRICTIONS, DATED 4/7/2022 AND RECORDED ON 5/17/2022 AT INSTRUMENT #202517-0052618 PROHIBITING SUBDIVISION OF THE PROPERTY (EXCEPT FOR TITLE SUBDIVISION) AND USE OF THE PROPERTY TO SUPPORT COMMERCIAL RETAIL AND SERVICE (EXCEPT AS PART OF A MIXED USE DEVELOPMENT) THAT IS SUBJECT TO LIMITATIONS CONCERNING HEIGHT AND BUILDING SETBACKS, GAS STATIONS, AND STANDING ONE (1) PAD SITE RESTAURANTS. THESE RESTRICTIONS ALSO ESTABLISH A MINIMUM BUFFERARY OPACITY FOR THE PROPERTY AND PROHIBIT VEHICULAR INTERCONNECTION ONTO LARKSPUR ROAD.
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25. IMPACT FEES:	THIS PLAN IS SUBJECT TO THE IMPACT FEE PROVISIONS OF CHAPTER 40, ARTICLE 14 OF THE NEW CASTLE COUNTY CODE, AS MAY BE AMENDED BY NEW CASTLE COUNTY COUNCIL.
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26. SWM MAINTENANCE FUND:	THE OWNER/DEVELOPER SHALL PAY, TO NEW CASTLE COUNTY, FUNDS FOR LONG TERM STORMWATER MAINTENANCE AND INSPECTION FUND PURSUANT TO SECTION 40.27.240 OF THE COUNTY CODE. THE FUNDS SHALL BE USED FOR THE COSTS ASSOCIATED WITH INSPECTIONS. AN AMOUNT OF \$8,600.00 SHALL BE FUNDED PRIOR TO RECEIVING THE FIRST CERTIFICATE OF OCCUPANCY. THE DEPARTMENT OF LAND USE SHALL WITHHOLD THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY UNTIL SATISFACTORY WRITTEN PROOF THAT THE FUNDS HAVE BEEN PAID TO NEW CASTLE COUNTY IS FURNISHED IN ACCORDANCE WITH THE REQUIREMENTS.
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27. SWM ACCESS EASEMENT:	A STORMWATER MANAGEMENT ACCESS EASEMENT IN FAVOR OF THE NEW CASTLE COUNTY, ITS AGENTS AND ASSIGNS IS HEREBY CREATED ON, OVER, UNDER AND ACROSS THE ENTIRE AREA OF ALL STORMWATER MANAGEMENT FACILITIES INCLUDING, STORMWATER CONVEYANCE SYSTEMS, BASINS, AND ALL COMPONENTS THEREOF, IDENTIFIED ON THE PLAN AND ALL WATERCOURSES FOR THE PURPOSES OF INSPECTING, EVALUATING AND MAINTAINING THE STORMWATER MANAGEMENT FACILITIES AND WATERCOURSES. THE EASEMENT SHALL EXTEND 15' FROM THE OUTER EDGES OF EACH SUCH STORMWATER MANAGEMENT FACILITY. A GENERAL ACCESS EASEMENT IS HEREBY CREATED OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAN GRANTING NEW CASTLE COUNTY, ITS AGENTS AND ASSIGNS THE RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON AND TRAVEL, ACROSS THE PROPERTY TO EACH STORMWATER MANAGEMENT FACILITY. THE EASEMENTS HEREIN CREATED SHALL BE FOR PEDESTRIAN, VEHICULAR AND EQUIPMENT USE. IF NEW CASTLE COUNTY, ITS AGENTS OR ASSIGNS DETERMINES THAT MAINTENANCE IS REQUIRED TO A STORMWATER MANAGEMENT FACILITY, NEW CASTLE COUNTY SHALL PROVIDE NOTICE OF THE REQUIRED MAINTENANCE AND THE TIME FRAME IN WHICH SUCH MAINTENANCE SHALL BE COMPLETED TO THE PROPERTY OWNER OR RESPONSIBLE PARTY. NO NOTICE SHALL BE REQUIRED WHERE NEW CASTLE COUNTY PERFORMS MAINTENANCE WHERE THERE IS IMMINENT THREAT TO LIFE, HEALTH OR PROPERTY. IN THE EVENT NEW CASTLE COUNTY ELECTS TO MAINTAIN THE STORMWATER MANAGEMENT FACILITIES, ALL EXPENSES SHALL BE ASSESSED JOINTLY AND SEVERALLY AGAINST THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN.
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28. RIGHT OF ACCESS:	THE NEW CASTLE COUNTY BOARD OF ADJUSTMENT GRANTED CONDITIONAL APPROVAL FOR APPLICATION #2022-0465-A ON OCTOBER 13, 2022 (DECISION FILED JANUARY 17, 2023) FOR THE FOLLOWING VARIANCE: 1) TO PROVIDE A MAXIMUM OF 30% RESIDENTIAL GFA (50% MAXIMUM RESIDENTIAL GFA; SEE SEC. SECTION 40.03.318.A).
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29. VARIANCES:	CONDITIONS: 1) THE LANDSCAPING SHALL BE GENERALLY CONSISTENT WITH THE RENDERINGS SUBMITTED INTO EVIDENCE, AND 2) THE BUILDING ELEVATIONS SHALL BE GENERALLY CONSISTENT WITH THE RENDERINGS SUBMITTED INTO EVIDENCE.
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30. SEWER EASEMENT:	UNLESS OTHERWISE DESCRIBED BY METES AND BOUNDS, OR BY MATHEMATICAL REFERENCE TO A PROPERTY LINE, A 40' WIDE PERMANENT EASEMENT, 20' ON EACH SIDE OF THE CENTERLINE OF THE PIPE, SHALL BE CREATED WHERE A SANITARY SEWER OR STORM SEWER IS DESIGNATED FOR PUBLIC USE IN UNPAVED AREAS AND IS OUTSIDE A DESIGNATED PUBLIC ROW. A 20' WIDE PERMANENT EASEMENT, 10' ON EACH SIDE OF THE CENTERLINE OF THE PIPE, SHALL BE CREATED WHERE A SANITARY SEWER OR STORM SEWER PIPE IS DESIGNATED FOR PUBLIC USE IN PRIVATELY MAINTAINED PAVED AREAS, SUCH AS PARKING LOTS, PRIVATE STREETS OR DRIVEWAYS. IF THE CONSTRUCTED HORIZONTAL SEWER MAIN LOCATION DEVIATES BY MORE THAN 2.5' FROM THE DESIGN LOCATION, THE PROJECT MAY BE SUBJECT TO A RESUBDIVISION PLAN OR PIPE LOCATION AS DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS.
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31. RETAINING WALL:	ANY RETAINING WALL IN EXCESS OF 4-FEET OF HEIGHT MUST BE DESIGNED AND CERTIFIED BY A QUALIFIED PROFESSIONAL ENGINEER WITH ALL DETAILS AND COMPUTATIONS SUBMITTED TO THE DEPARTMENT BUILDING PLAN REVIEW SECTION FOR REVIEW AND PERMITTING.
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32. TRAFFIC STUDY:	A TRAFFIC OPERATIONAL ANALYSIS (TOA) WAS PREPARED BY TRAFFIC PLANNING & DESIGN (TPD) FOR THIS PLAN. DELDOT REVIEWED AND APPROVED THE TOA IN A LETTER DATED MAY 15, 2023.
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33. LOADING BAY WAIVER:	WAIVER FROM THE 60 FOOT LONG OUTDOOR LOADING BAY, PER SECTION 40.22.821.A OF THE UDC, HAS BEEN APPROVED BY THE DEPARTMENT OF LAND USE IN ACCORDANCE WITH SECTION 40.22.810.B OF THE NEW CASTLE COUNTY CODE. A MINIMUM LOADING BAY DEPTH OF 18 FEET WILL BE PROVIDED TO ACCOMMODATE DELIVERY VEHICLES.
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34. VOLUNTARY SCHOOL ASSESSMENT:	PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY FOR ANY LOT OR UNIT SHOWN ON THIS PLAN, THE OWNER/DEVELOPER SHALL PROVIDE A CERTIFICATION FROM THE SECRETARY OF THE DEPARTMENT OF EDUCATION THAT THE VOLUNTARY SCHOOL ASSESSMENT FOR THAT LOT OR UNIT HAS BEEN PAID.
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35. POSTAL ADDRESS:	A VOLUNTARY SCHOOL ASSESSMENT AGREEMENT WAS EXECUTED ON 11/6/25, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR NEW CASTLE COUNTY ON 11/6/25 AT INSTRUMENT #20251106-0090682.
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36. CERTIFICATION OF PLAN ACCURACY:	STREET NAMES AND POSTAL ADDRESSES IN ACCORDANCE WITH THE US POSTAL POLICY AND AS APPROVED BY COUNTY DEPARTMENT OF POLICE (COMMUNICATIONS) FOR ALL LOTS. ADDRESSES ARE ASSIGNED BY NEW CASTLE COUNTY GIS SERVICES.
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37. CERTIFICATION OF OWNERSHIP:	I, COLMCILLE DEASCANIS, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE, AND THAT THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE REGULATIONS OF THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.
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38. CERTIFICATION OF PLAN APPROVAL:	I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY WHICH IS SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE REGULATIONS OF THE NEW CASTLE COUNTY UNIFIED DEVELOPMENT CODE.
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39. RECORD MAJOR LAND DEVELOPMENT PLAN:	APPROVED _____ BY _____ GENERAL MANAGER FOR DEPARTMENT OF LAND USE OF NEW CASTLE COUNTY.
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40. RECORD MAJOR LAND DEVELOPMENT PLAN:	APPROVED _____ BY _____ COUNCIL PRESIDENT FOR COUNTY COUNCIL OF NEW CASTLE COUNTY.
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41. DRAWING TITLE:	RECORD MAJOR LAND DEVELOPMENT PLAN
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42. DRAWING NUMBER:	REC-1
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43. SCALE:	1" = 50'
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44. APPLICATION #:	2022-0270
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45. PROJECT No.:	21.127.00
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46. SCALE:	1" = 50'
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47. DATE:	4.7.2022
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48. CAD FILE:	1" = 50'
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49. DRAWN BY:	ZK
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50. CHECKED BY:	CD
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51. PROJECT No.:	21.127.00
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52. SCALE:	1" = 50'
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53. DATE:	4.7.2022
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86. CHECKED BY:	CD
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92. CHECKED BY:	CD
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96. CAD FILE:	1" = 50'
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98. CHECKED BY:	CD
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99. PROJECT No.:	21.127.00
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101. DATE:	4.7.2022
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104. CHECKED BY:	CD
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105. PROJECT No.:	21.127.00
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107. DATE:	4.7.2022
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108. CAD FILE:	1" = 50'
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109. DRAWN BY:	ZK
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110. CHECKED BY:	CD
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111. PROJECT No.:	21.127.00
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113. DATE:	4.7.2022
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114. CAD FILE:	1" = 50'
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116. CHECKED BY:	CD
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117. PROJECT No.:	21.127.00
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119. DATE:	4.7.2022
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122. CHECKED BY:	CD
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123. PROJECT No.:	21.127.00
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124. SCALE:	1" = 50'
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125. DATE:	4.7.2022
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126. CAD FILE:	1" = 50'
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128. CHECKED BY:	CD
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129. PROJECT No.:	21.127.00
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131. DATE:	4.7.2022
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134. CHECKED BY:	CD
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135. PROJECT No.:	21.127.00
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136. SCALE:	1" = 50'
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137. DATE:	4.7.2022
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Prime Sponsor(s): Mr. Carter
Requested by: Land Use Department
Date of introduction: January 13, 2026

RESOLUTION NO. 26-008

**PLAN OF LOGISTICENTER AT NEW CASTLE COUNTY; ST. GEORGES HUNDRED;
SOUTHWESTERLY CORNER OF ROUTE 301 AND JAMISON CORNER ROAD;
MAJOR LAND DEVELOPMENT PLAN THAT PROPOSES A 1,409,850 SQUARE FOOT
WAREHOUSE AND A 962,000 SQUARE FOOT WAREHOUSE WITH ASSOCIATED
SITE IMPROVEMENTS; BP ZONING; APPLICATION NO. 2021-0470-S;
COUNCIL DISTRICT 6**

1 **NOW, THEREFORE, BE IT RESOLVED**, by and for the County Council of New
2 Castle County that County Council hereby approves the following major land development
3 plan, Plan of Logistcenter at New Castle County (Application No. 2021-0470-S), as
4 heretofore approved by the Land Use Department (see Memorandum of GM David M.
5 Culver, dated Dec. 18, 2025, indicating plan compliance), and the President of County
6 Council is hereby authorized to endorse County Council's approval upon the following plan.
7 As Mr. Culver's memorandum states, if the pending Supreme Court appeal relating to the
8 application is decided in favor of New Castle County, approval of the major land
9 development plan proposal would be rescinded until such time as all applicable code
10 requirements are met for the application.

**PLAN OF LOGISTICENTER AT NEW CASTLE COUNTY
St. Georges Hundred**

Adopted by County Council
of New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title. This Resolution takes the place of Council Resolution No. 23-220, which was withdrawn.

FISCAL IMPACT: Approval of this Plan will have no immediately discernible fiscal impact on the County but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal impacts on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.

MEMORANDUM

To: Council President
 Members of County Council
 Counsel to Council
 Clerk of County Council

From: David M. Culver – General Manager

Re: Application No. 2021-0470
 Logisticenter at New Castle County
 Record Major Land Development Plan

Date: December 18, 2025

Enclosed for Council’s review and consideration of approval are paper prints of the above-referenced plan. As Council is aware, this project has been the subject of litigation, specifically *DPML Jamison Corner, LLC v. New Castle County*, C.A. No. N25A-02-004 CEB (Del. Super.) (“Certiorari Action”) and *DPML Jamison Corner, LLC v. New Castle County*, C.A. No. 2024-0403 CEB (Del. Ch.) (consolidated) (the “Chancery Action”). The Department has confirmed with counsel that both cases were finally decided, in part, in favor of the Plaintiff/Appellant, and the Chancery Action remains active on certain other claims. The final orders in both cases are on appeal to the Delaware Supreme Court, but the appeal does not stay the Court’s final orders. The Superior Court’s final order in the Certiorari Action requires New Castle County to process Plaintiff’s application pursuant to Section 40.31.114.E.1 of the UDC. Pursuant to the Superior Court’s order, the Department has determined that this proposal complies with all applicable requirements of the New Castle County Code, and is forwarding the proposal to County Council for placement on the applicable next agenda. In our view, this constitutes the Department’s second approval following Council’s second referral under UDC Section 40.31.114.E.1. If the Supreme Court appeal is decided in favor of New Castle County, approval of the major land development plan proposal would be rescinded until such time as all applicable code requirements are met for the application.

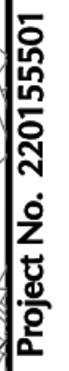
A suggested title, synopsis, and fiscal note are attached.

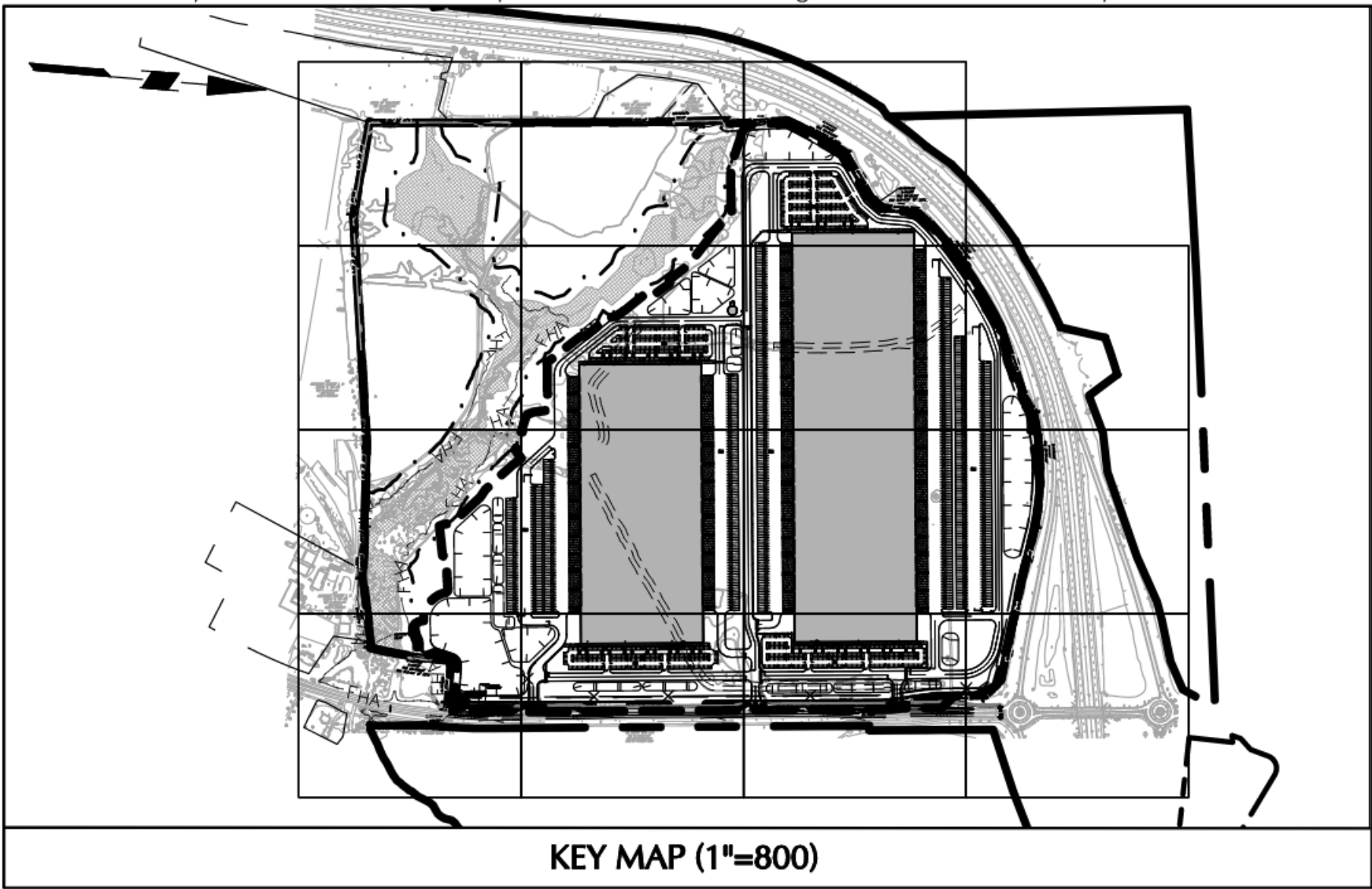
cc: Marcus Henry, County Executive
 Mona Parikh, Chief Administrative Officer
 A. Kimberly Hoffman, Esq.

Plan of Logisticenter at New Castle County; St. Georges Hundred; Southwesterly corner of Route 301 and Jamison Corner Road; Major Land Development Plan that proposes a 1,409,850 SF warehouse and a 962,000 SF warehouse with associated site improvements; BP zoning.

Synopsis: Same as title

Fiscal Note: This will have no immediately discernible fiscal impact on the county but, if the parcel is developed in accordance with this record plan, there may be one or more fiscal effects on New Castle County government including, but not limited to, an increase in the assessed value of the property with the resultant increase in taxes collectible thereon and an increased demand for County services.





LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
	STORMWATER MANAGEMENT AREA
	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.



SIGNATURE
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

LANGAN
Langan Engineering and
Environmental Services, Inc.
1818 Market Street, Suite 3300
Philadelphia, PA 19103

T: 215.845.8900 F: 215.845.8901 www.langan.com

**LOGISTICENTER AT
NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE

**RECORD MAJOR LAND
DEVELOPMENT PLAN**

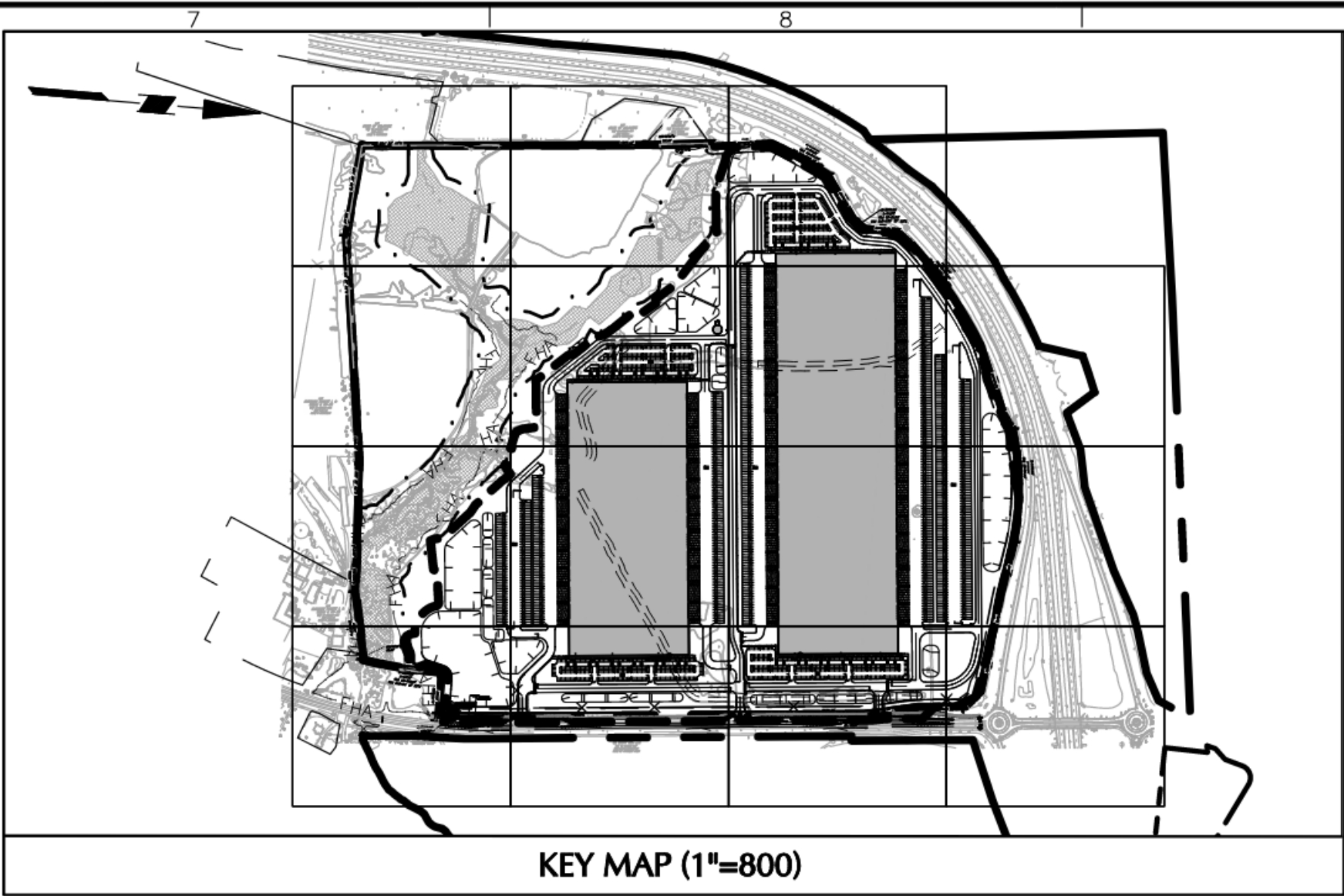
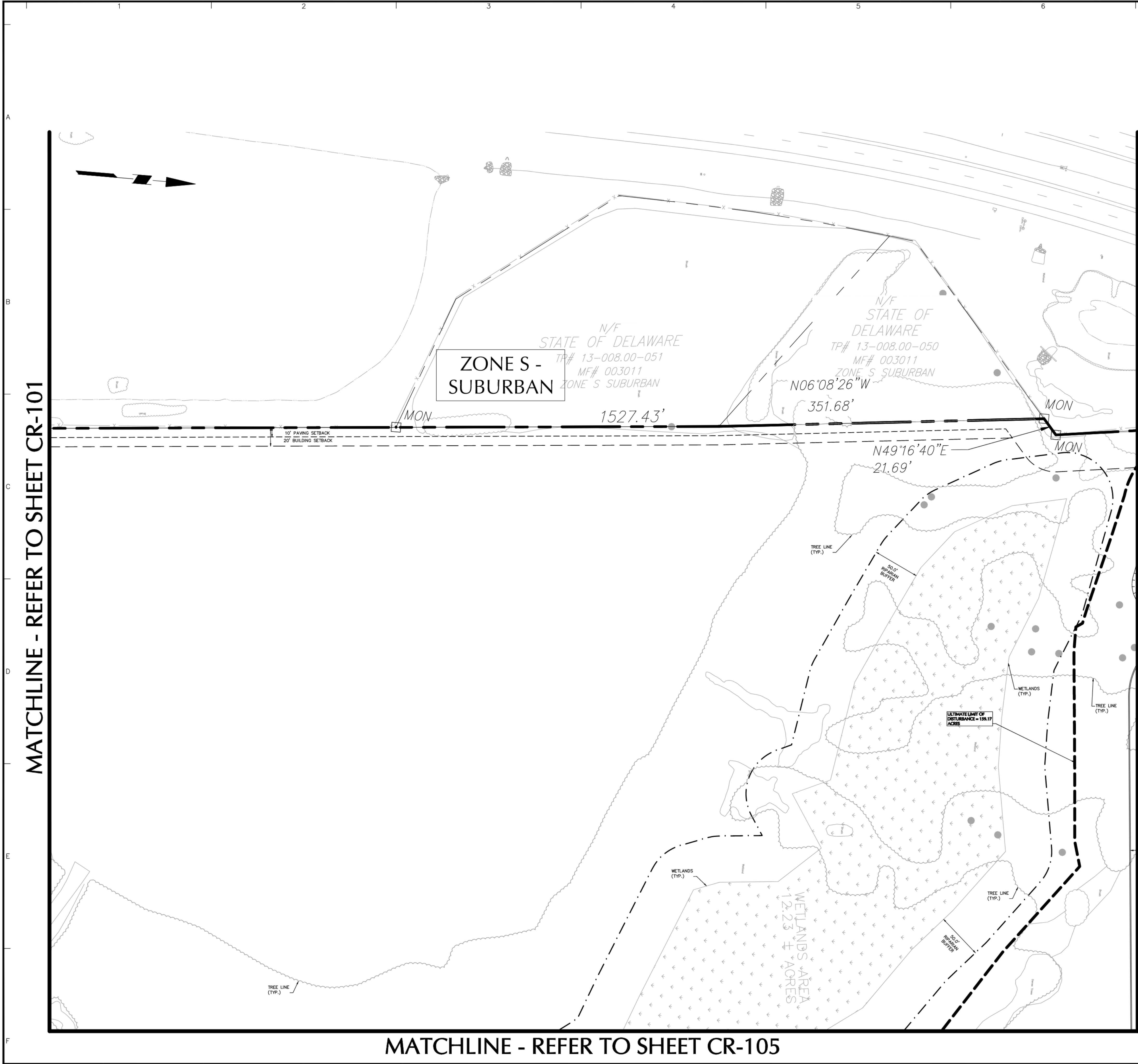
Project No. 220155501	CR-101
Date 31 JANUARY 2022	
Drawn By TFH	
Checked By BMC	

Sheet 2 of 16



Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET



LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
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11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
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9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.
Date	Description	No.

SIGNATURE: BRIAN M. CONLON
DATE SIGNED: PROFESSIONAL ENGINEER DE Lic. No. 13413

LANGAN
Langan Engineering and Environmental Services, Inc.
1818 Market Street, Suite 3300
Philadelphia, PA 19103

T: 215.845.8900 F: 215.845.8901 www.langan.com

LOGISTICENTER AT NEW CASTLE COUNTY
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY DELAWARE

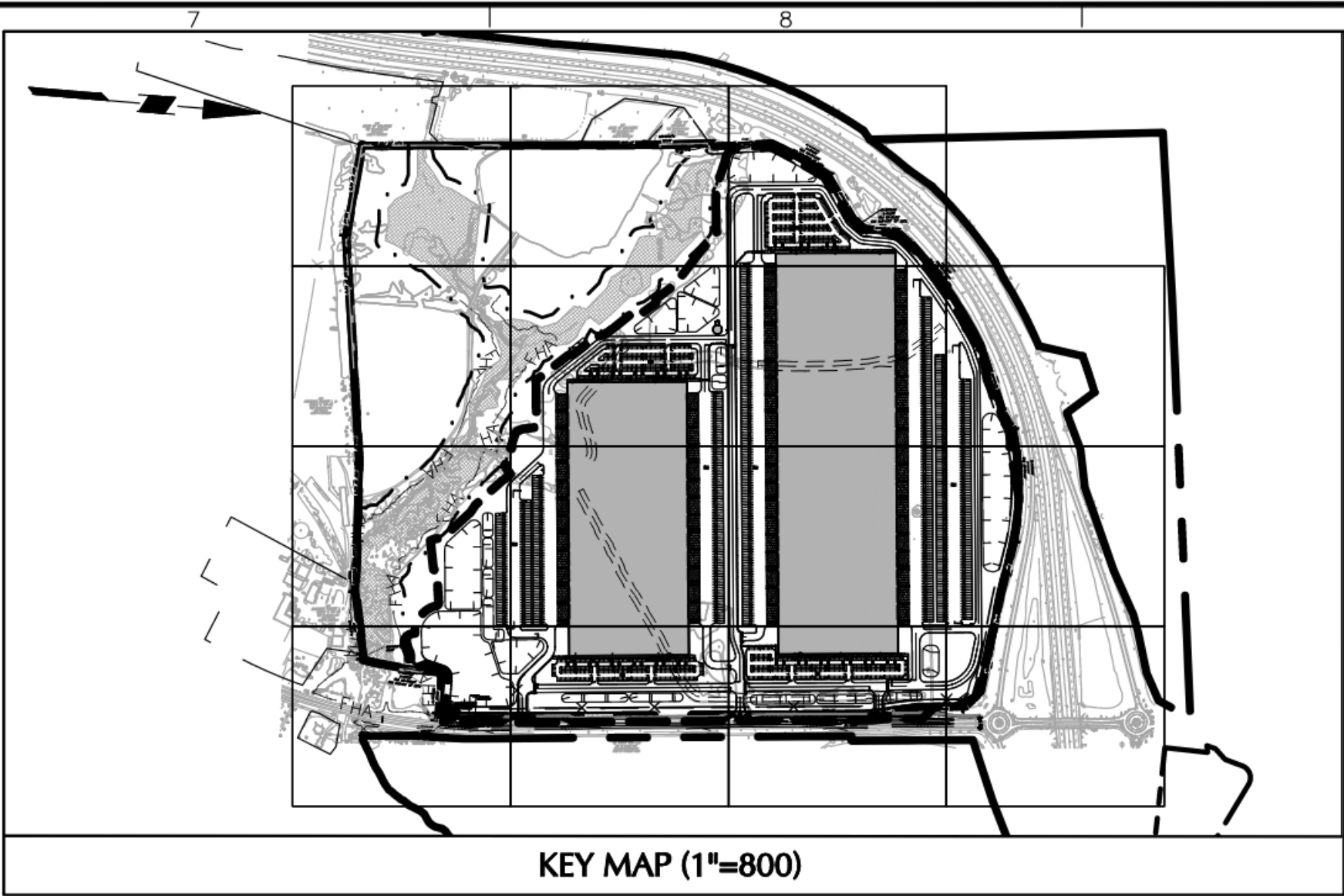
Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Project No.	220155501	CR-102
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	

Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET



LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
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	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	BOLLARD
	CONCRETE
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	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT

Date	Description	No.
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9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

SIGNATURE
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

DATE SIGNED

LANGAN
Langan Engineering and
Environmental Services, Inc.
1818 Market Street, Suite 3300
Philadelphia, PA 19103
T: 215.845.8900 F: 215.845.8901 www.langan.com

**LOGISTICENTER AT
NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003
APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE
Drawing Title

**RECORD MAJOR LAND
DEVELOPMENT PLAN**

Project No.	220155501	CR-103
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 4 of 16		

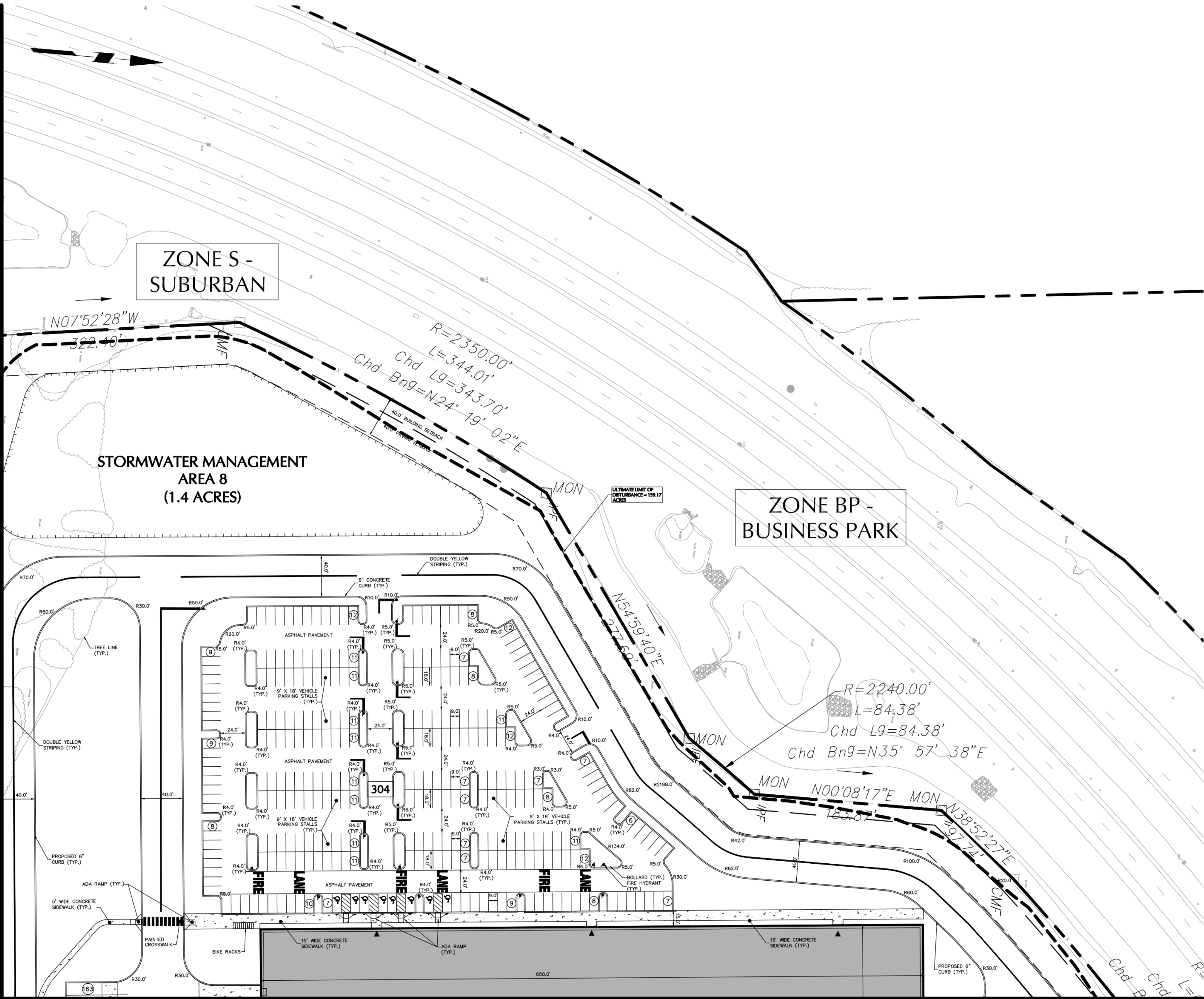
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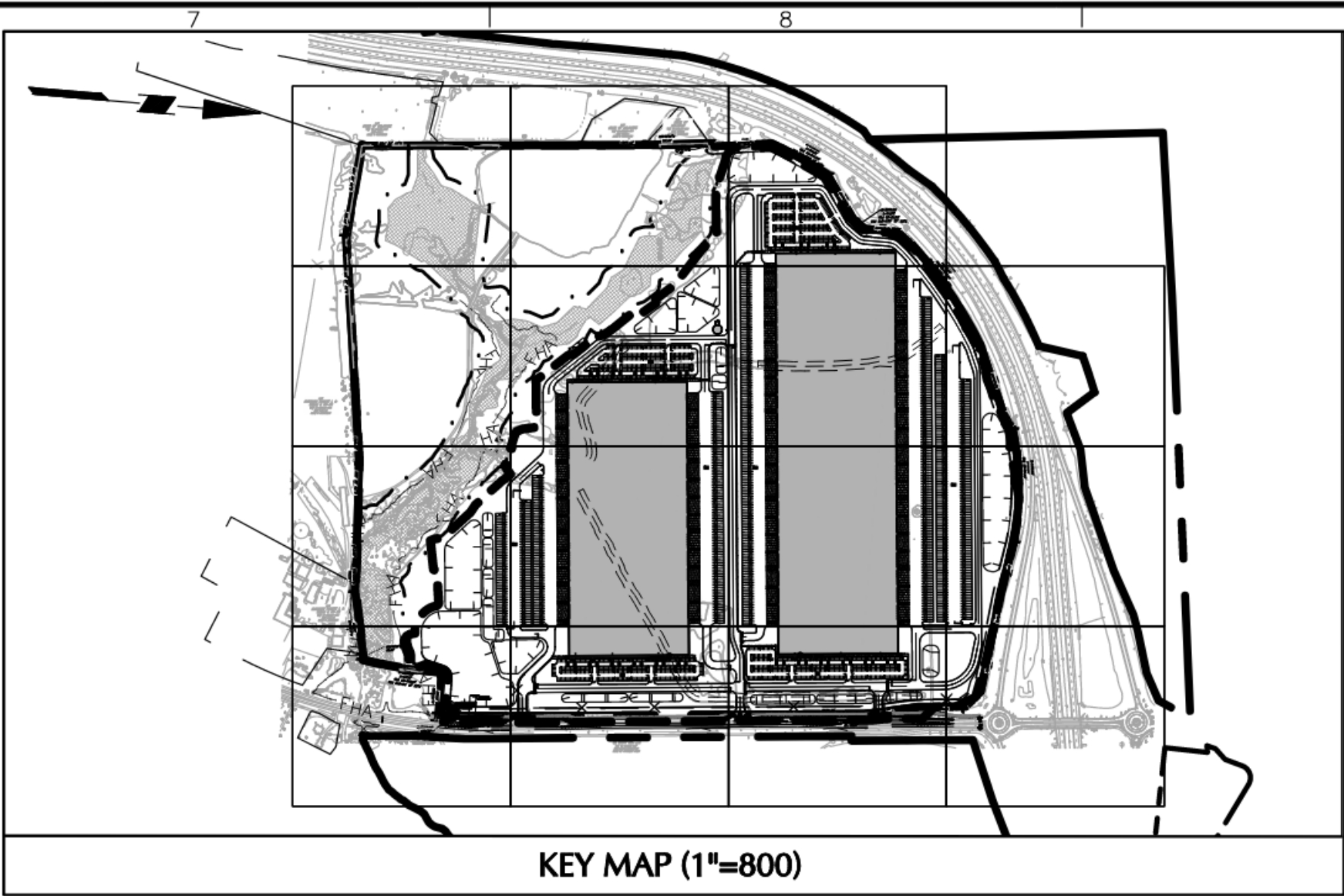
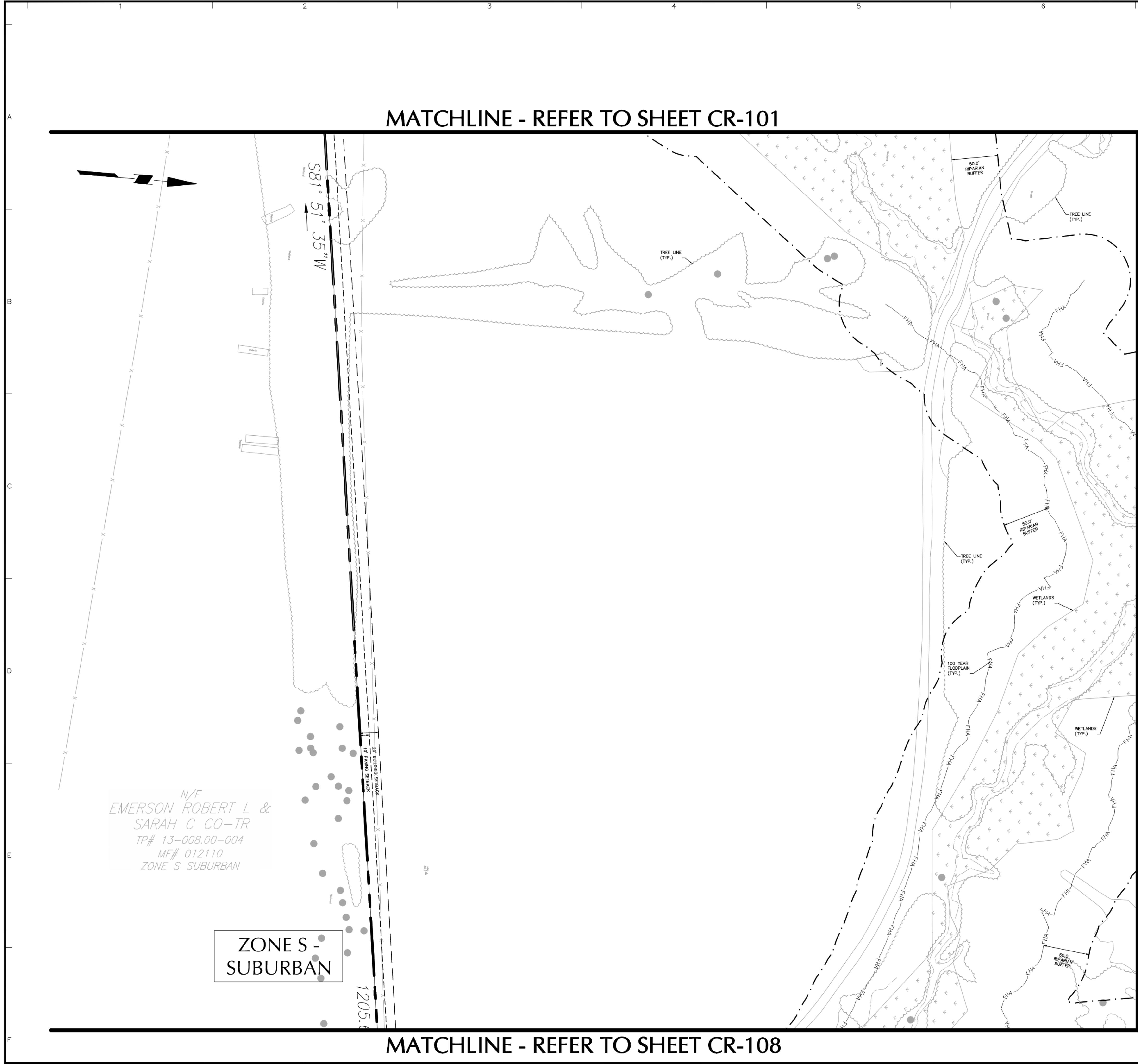
MATCHLINE - REFER TO SHEET CR-102

MATCHLINE - REFER TO SHEET CR-106



Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)
SCALE: 1 INCH = 50 FEET





LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPIARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
	STORMWATER MANAGEMENT AREA
	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT

11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
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5/12/22	REVISED PER COUNTY COMMENTS	1.
Date	Description	No.

SIGNATURE
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

DATE SIGNED

LANGAN
Langan Engineering and
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1818 Market Street, Suite 3300
Philadelphia, PA 19103
T: 215.845.8900 F: 215.845.8901 www.langan.com

LOGISTICENTER AT
NEW CASTLE COUNTY
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE

Drawing Title

RECORD MAJOR LAND
DEVELOPMENT PLAN

Project No.	220155501	CR-104
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 5 of 16		

Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET

MATCHLINE - REFER TO SHEET CR-104

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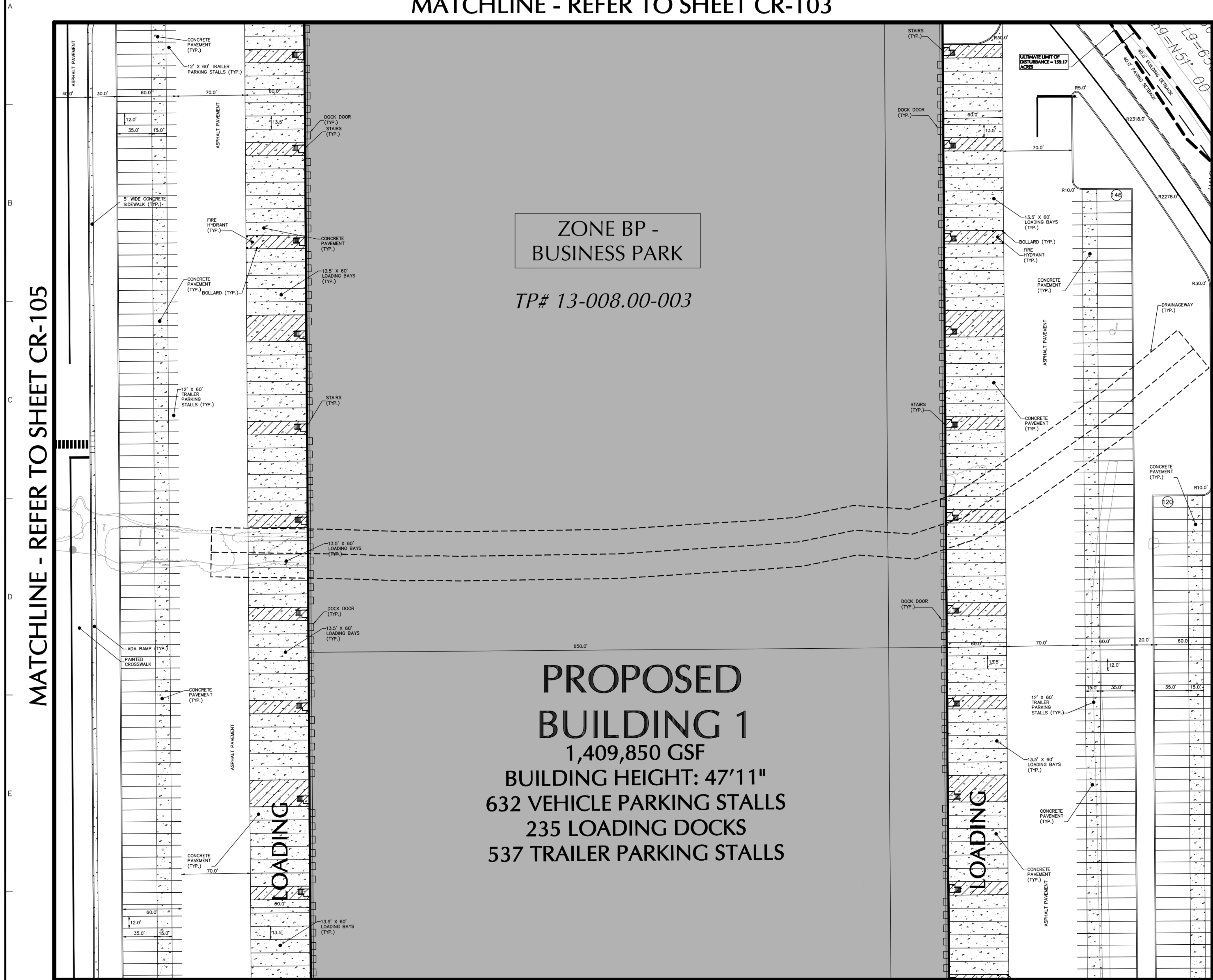
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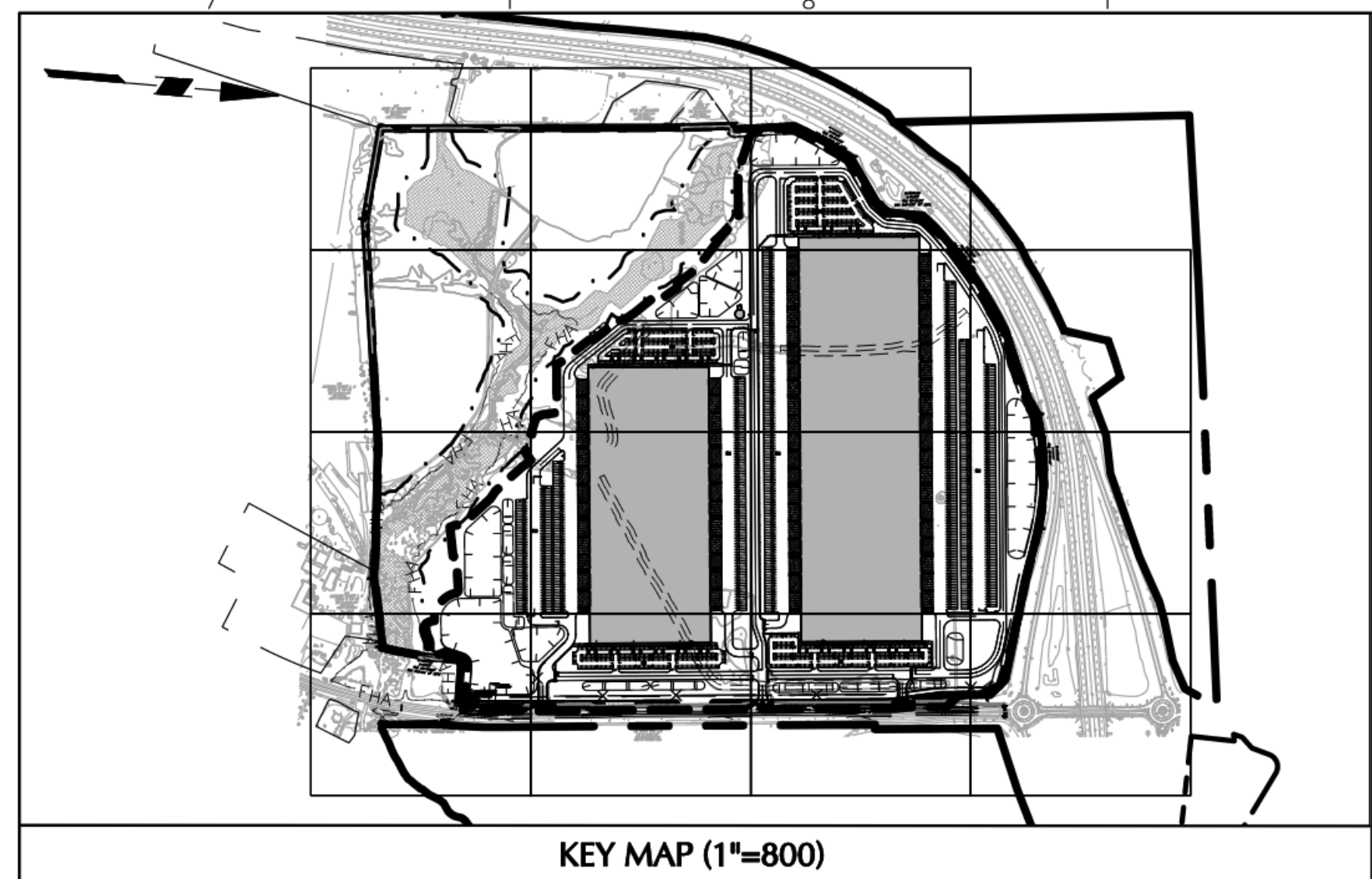
MATCHLINE - REFER TO SHEET CR-110

MATCHLINE - REFER TO SHEET CR-103

ZONE BP -
BUSINESS PARK

TP# 13-008.00-003

**PROPOSED
BUILDING 1**
1,409,850 GSF
BUILDING HEIGHT: 47'11"
632 VEHICLE PARKING STALLS
235 LOADING DOCKS
537 TRAILER PARKING STALLS



KEY MAP (1"=800')

LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPIARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
	STORMWATER MANAGEMENT AREA
	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT

MATCHLINE - REFER TO SHEET CR-107

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
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8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

SIGNATURE
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

DATE SIGNED

LANGAN
Langan Engineering and
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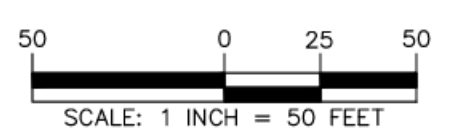
**LOGISTICENTER AT
NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003
APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE
Drawing Title

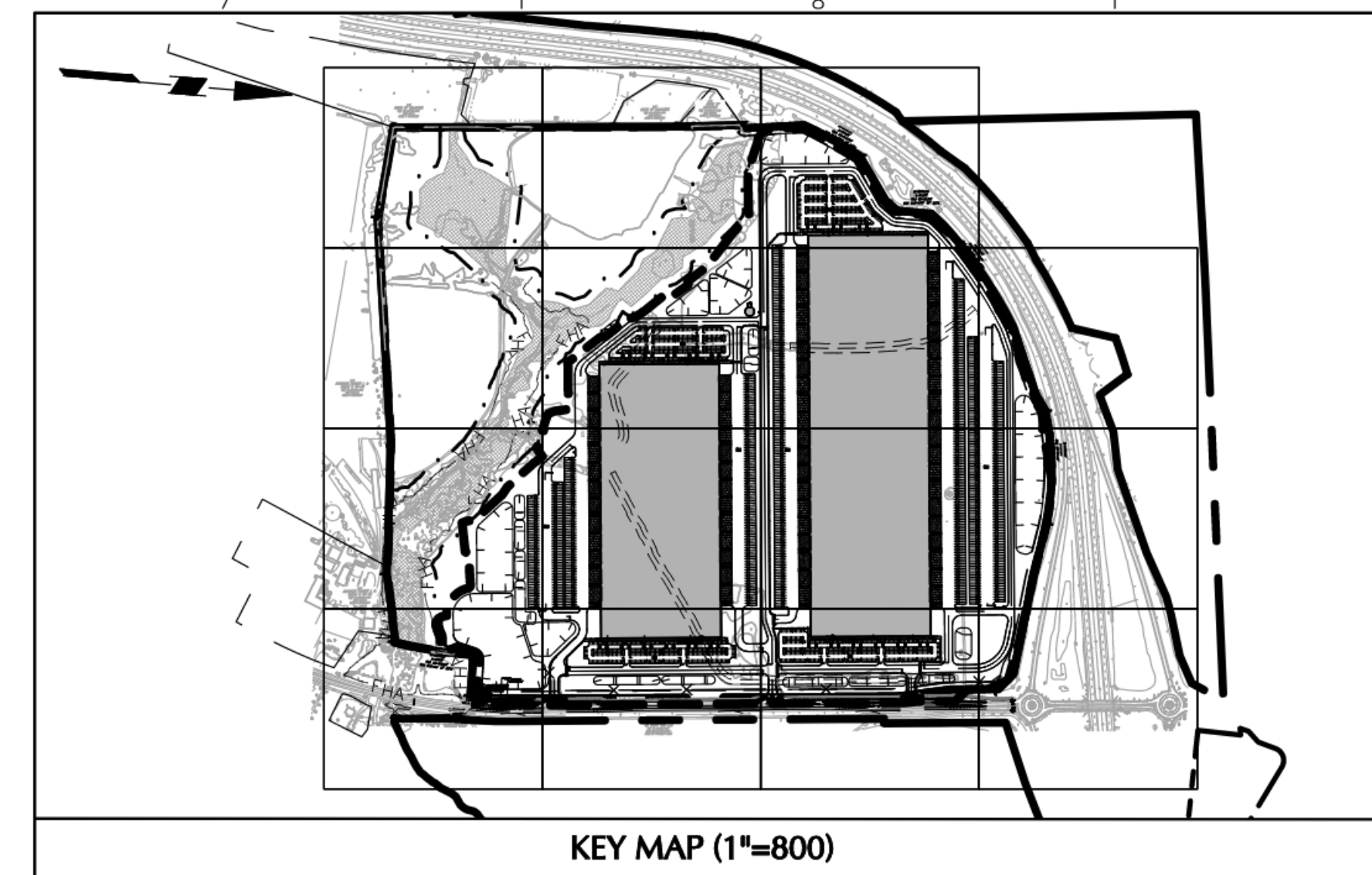
**RECORD MAJOR LAND
DEVELOPMENT PLAN**

Project No.	220155501	CR-106
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 7 of 16		



Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)





LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
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	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
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8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.
Date	Description	No.



SIGNATURE DATE SIGNED
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NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY DELAWARE
Drawing Title

**RECORD MAJOR LAND
DEVELOPMENT PLAN**

Project No.	220155501	CR-107
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 8 of 16		



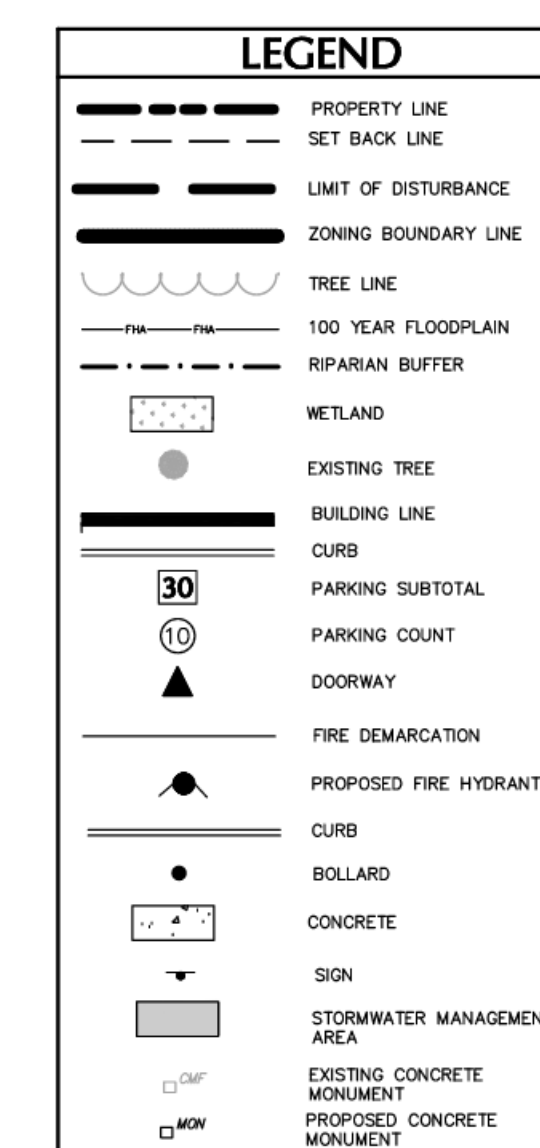
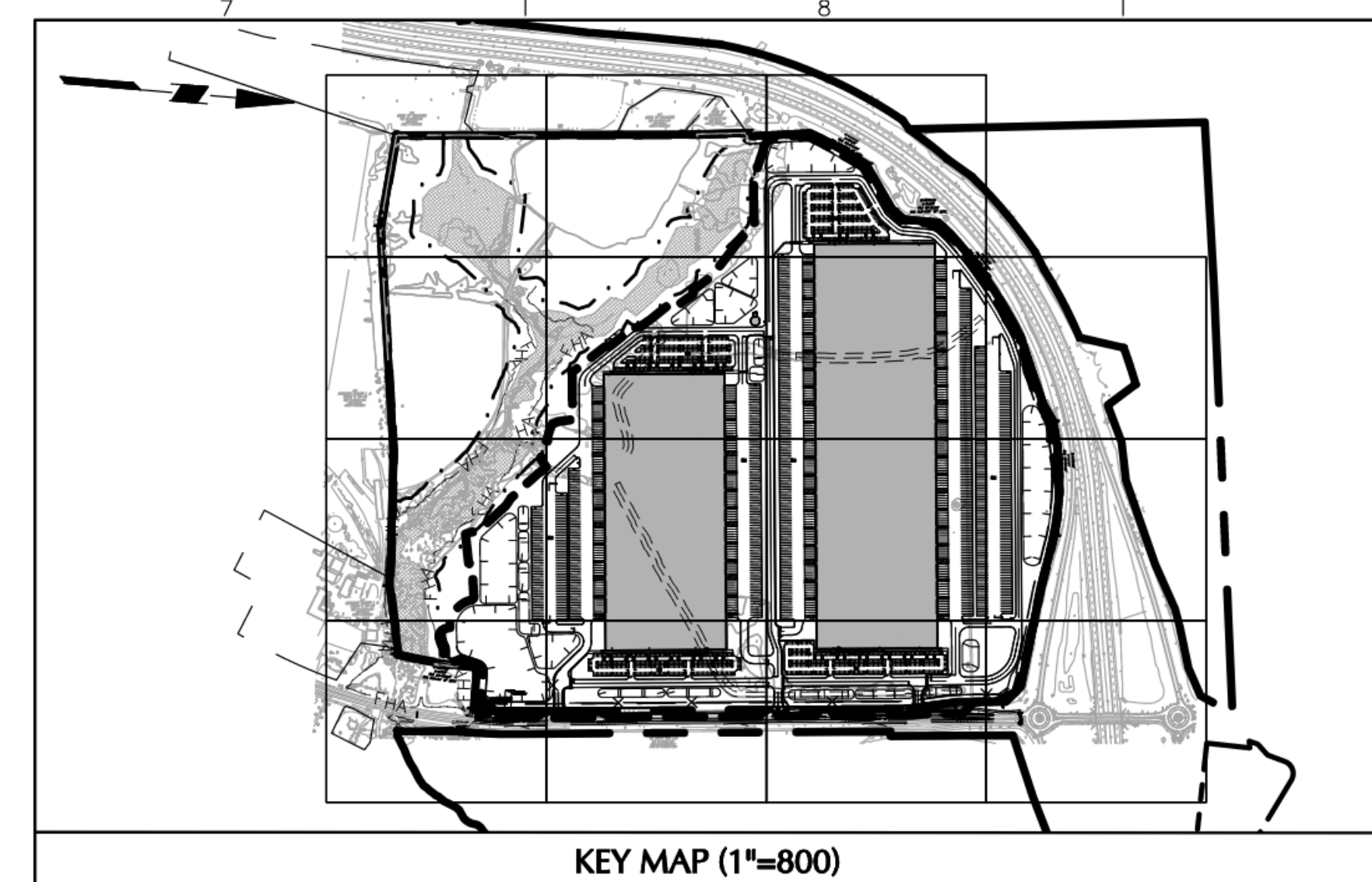
Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET

MATCHLINE - REFER TO SHEET CR-106

MATCHLINE - REFER TO SHEET CR-111



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6/15/23	REVISED PER FLOODPLAIN UPDATE	6
1/23/23	REVISED PER COUNTY COMMENTS	5
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9/30/22	REVISED PER COUNTY COMMENTS	3
8/05/22	REVISED PER COUNTY COMMENTS	2
5/12/22	REVISED PER COUNTY COMMENTS	1
Date	Description	No

REVISIONARY
BRIAN M. CONDON
REGISTERED
No. 13413
DELAWARE
PROFESSIONAL ENGINEER

SIGNATURE _____ DATE SIGNED _____
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT
NEW CASTLE COUNTY
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE

RECORD MAJOR LAND DEVELOPMENT PLAN

Project No.	CR-108 Sheet 9 of 16
220155501	
Date	
31 JANUARY 2022	
Drawn By	
TFH	
Checked By	
BMC	



Miss Utility of Delmarva

Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)



MATCHLINE - REFER TO SHEET CR-104

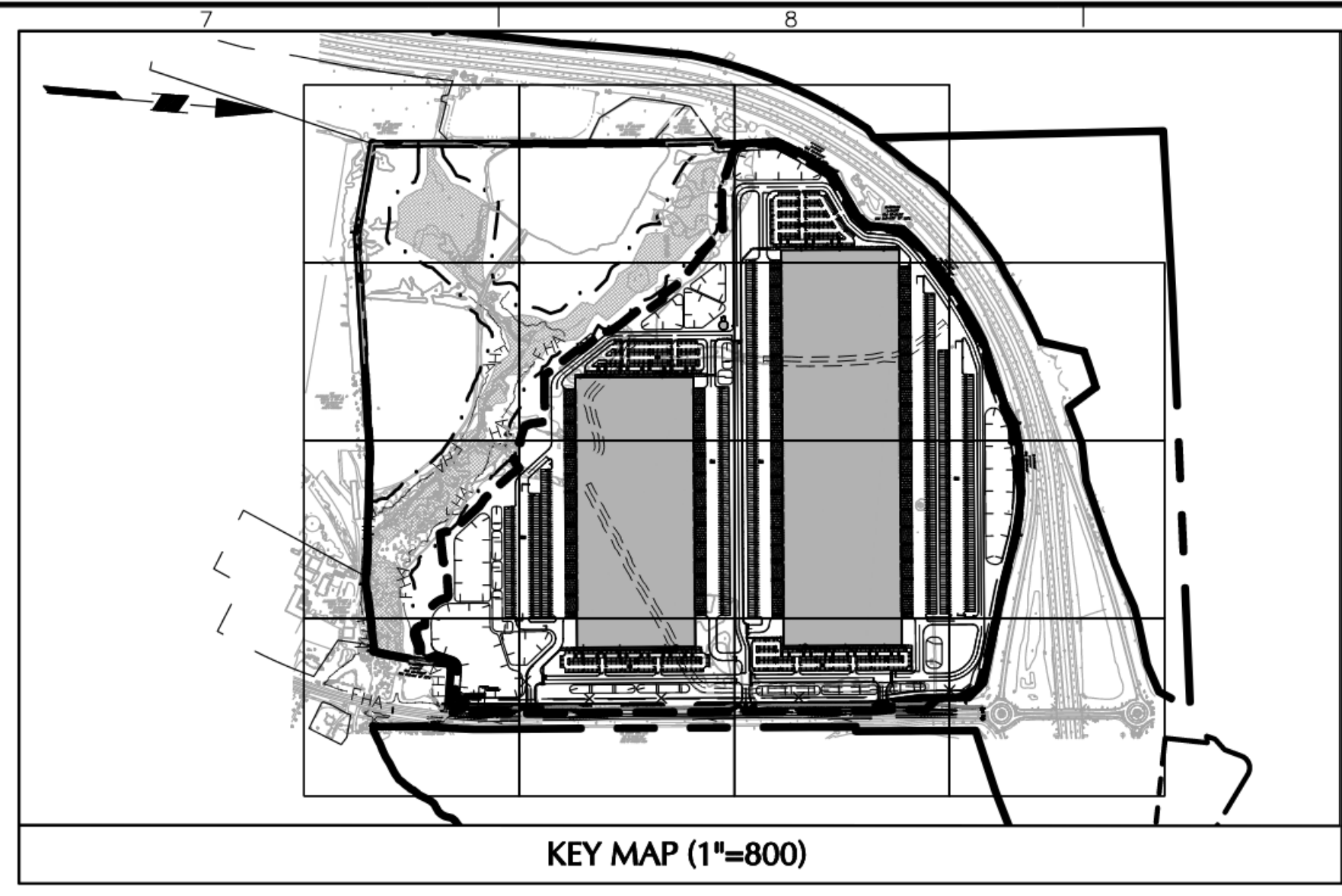
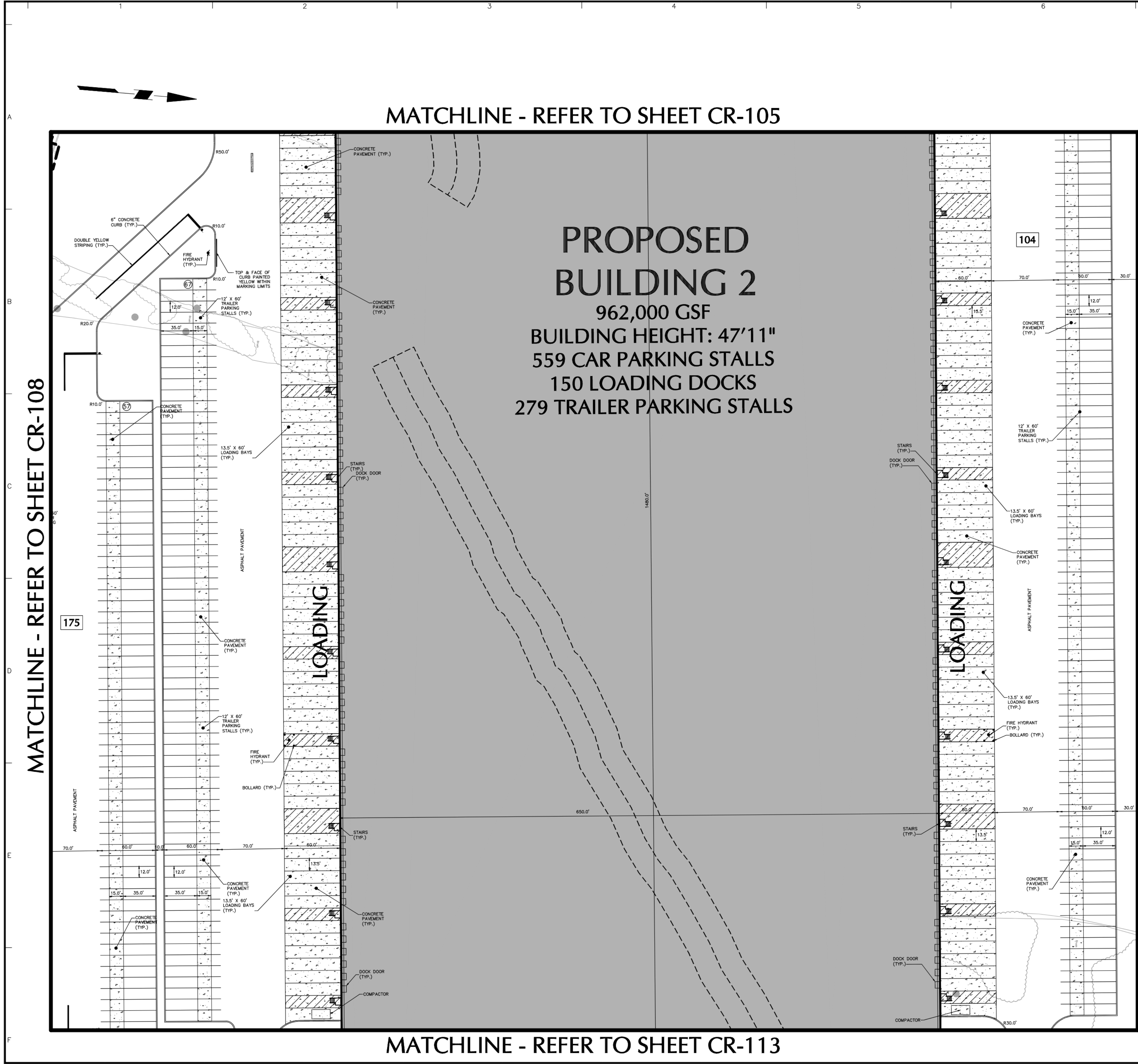
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MATCHLINE - REFER TO SHEET CR-109

MATCHLINE - REFER TO SHEET CR-112

EMERSON ROBERT L
SARAH C CO-TR
TP# 13-008.00-020
MF# 012110
ZONE S SUBURBAN



LEGEND

- PROPERTY LINE
- SET BACK LINE
- LIMIT OF DISTURBANCE
- ZONING BOUNDARY LINE
- TREE LINE
- 100 YEAR FLOODPLAIN
- RIPARIAN BUFFER
- WETLAND
- EXISTING TREE
- BUILDING LINE
- CURB
- PARKING SUBTOTAL
- PARKING COUNT
- DOORWAY
- FIRE DEMARCATION
- PROPOSED FIRE HYDRANT
- CURB
- BOLLARD
- CONCRETE
- SIGN
- STORMWATER MANAGEMENT AREA
- EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT

Date	Description	No.
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5/12/22	REVISED PER COUNTY COMMENTS	1.

REGISTERED PROFESSIONAL ENGINEER
No. 13413
BRIAN M. CONLON
DATE SIGNED
SIGNATURE
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

LANGAN
Langan Engineering and Environmental Services, Inc.
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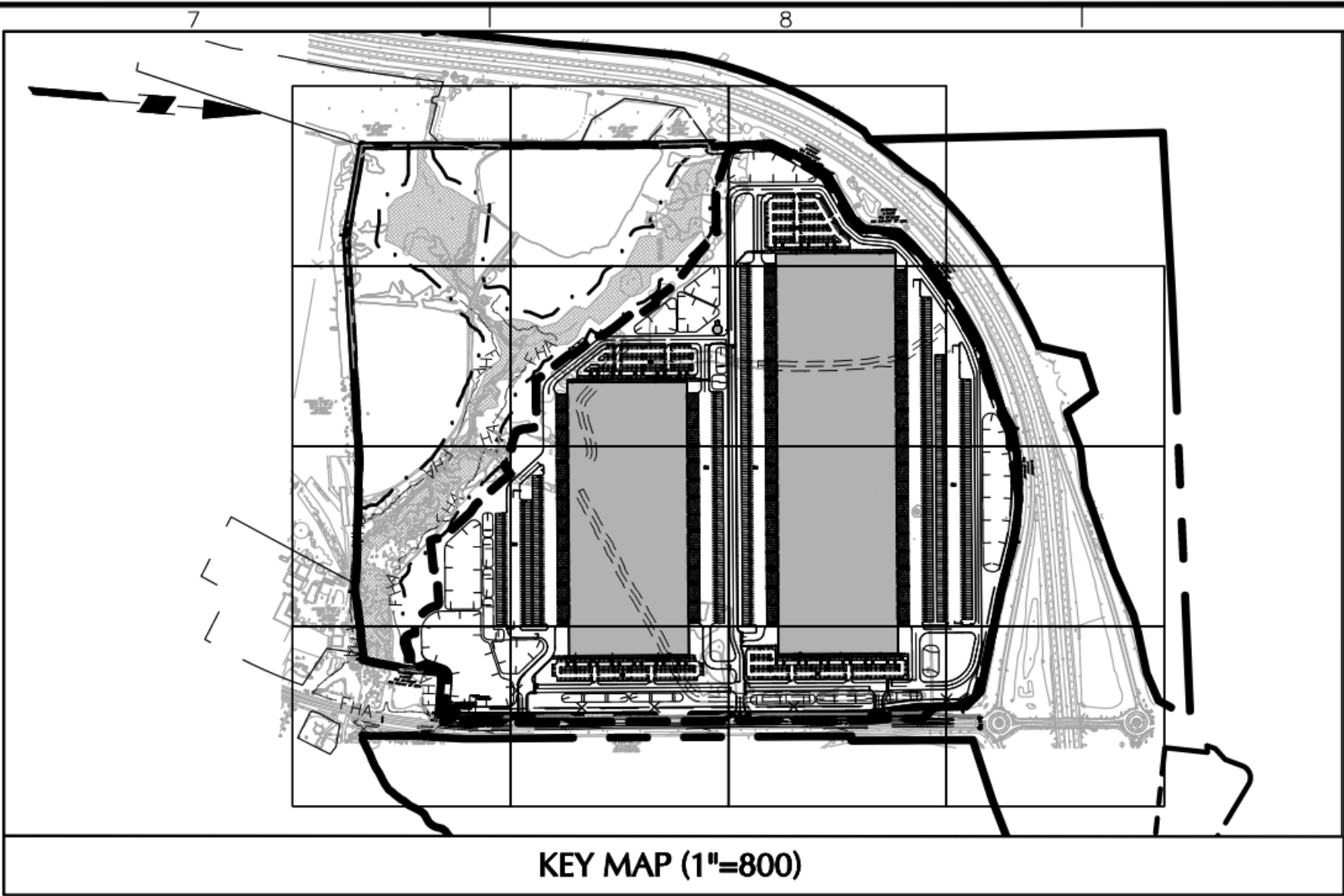
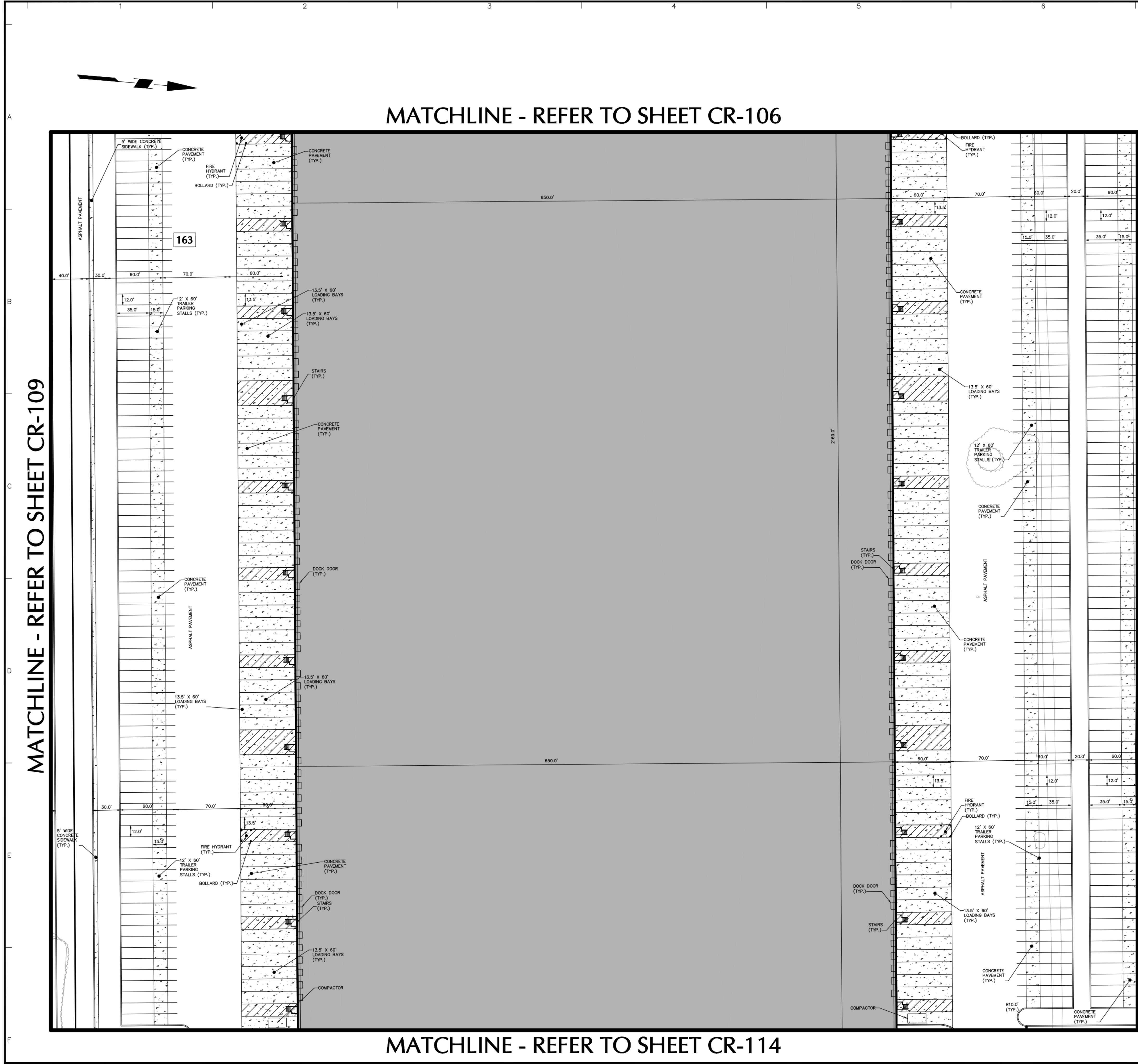
LOGISTICENTER AT NEW CASTLE COUNTY
TAX PARCEL 13-008.00-003
APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE
Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Project No. **220155501**
Date **31 JANUARY 2022**
Drawn By **TFH**
Checked By **BMC**

CR-109
Sheet 10 of 16

Miss Utility of Delmarva
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SCALE: 1 INCH = 50 FEET



LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPIARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
	STORMWATER MANAGEMENT AREA
	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT
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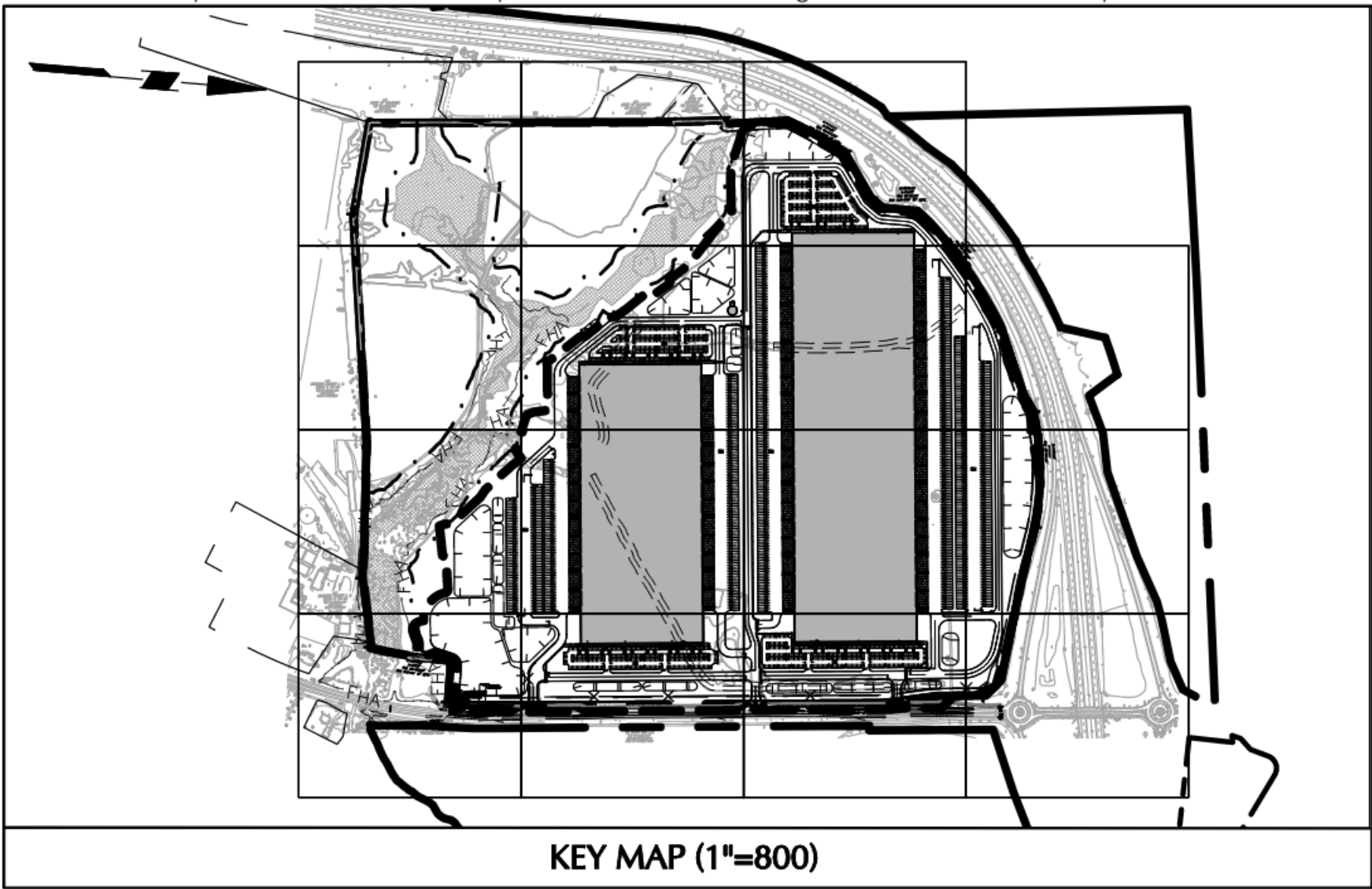
**LOGISTICENTER AT
NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003
APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE
Drawing Title

**RECORD MAJOR LAND
DEVELOPMENT PLAN**

Project No.	220155501	CR-110
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 11 of 16		



Miss Utility of Delmarva
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SCALE: 1 INCH = 50 FEET



LEGEND	
	PROPERTY LINE
	SET BACK LINE
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	TREE LINE
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	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
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	PROPOSED CONCRETE MONUMENT

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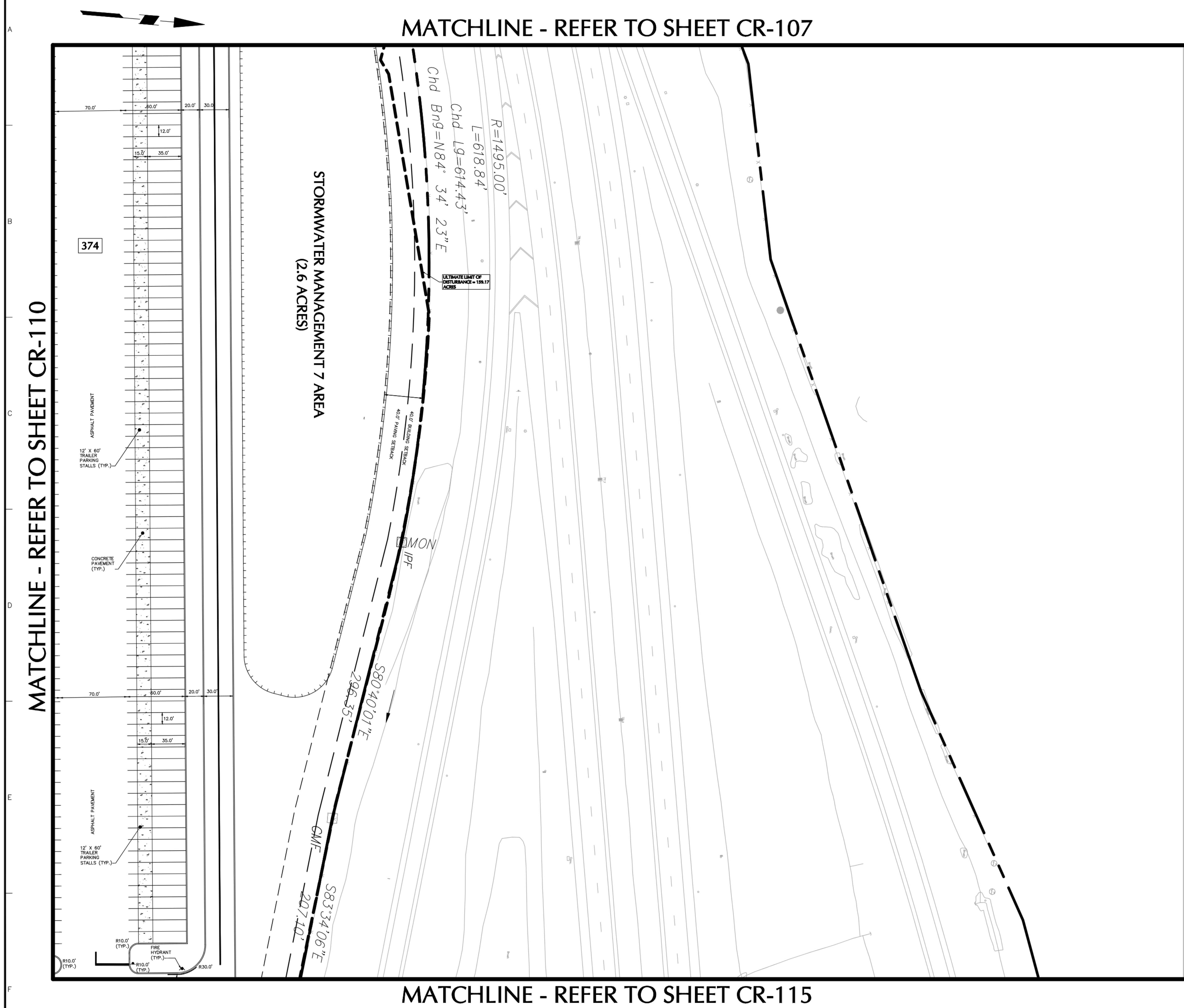
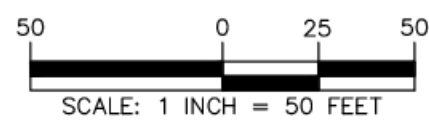
LOGISTICENTER AT
NEW CASTLE COUNTY
TAX PARCEL 13-008.00-003
APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE
Drawing Title

RECORD MAJOR LAND
DEVELOPMENT PLAN

Project No.	220155501	CR-111
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 12 of 16		



Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
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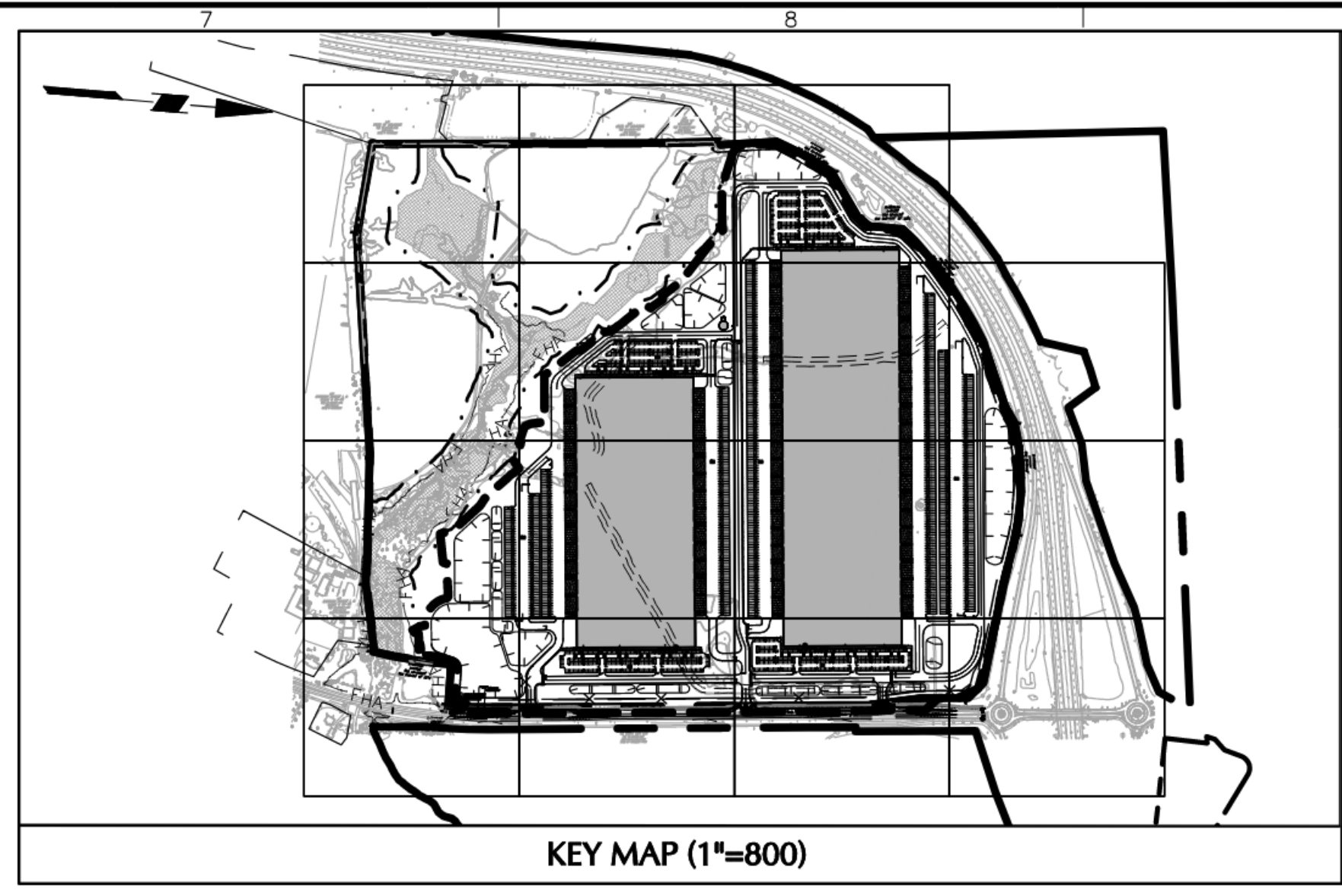
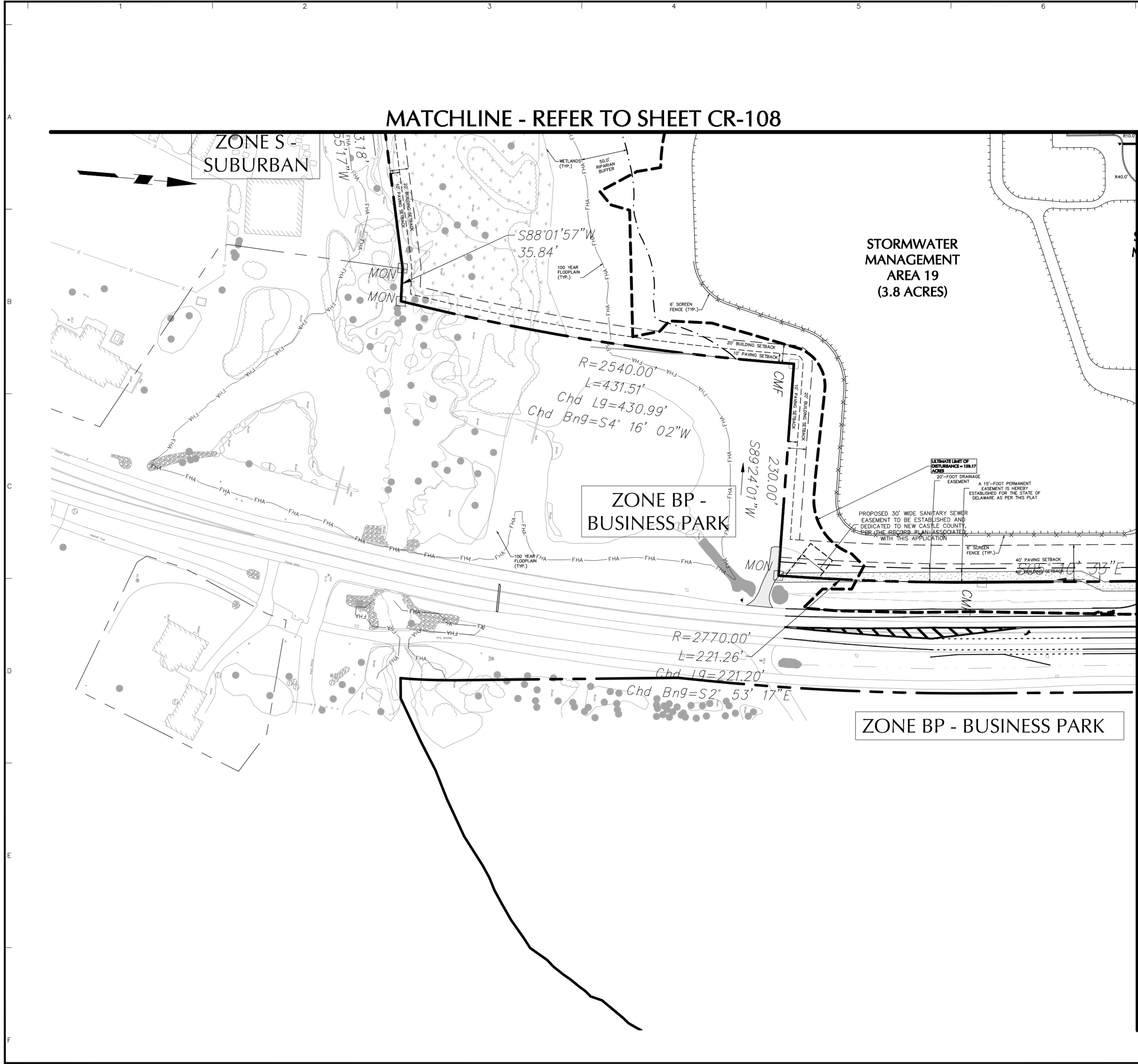
MATCHLINE - REFER TO SHEET CR-107

MATCHLINE - REFER TO SHEET CR-115

MATCHLINE - REFER TO SHEET CR-110

STORMWATER MANAGEMENT 7 AREA
(2.6 ACRES)

374



LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPIARIAN BUFFER
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EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE

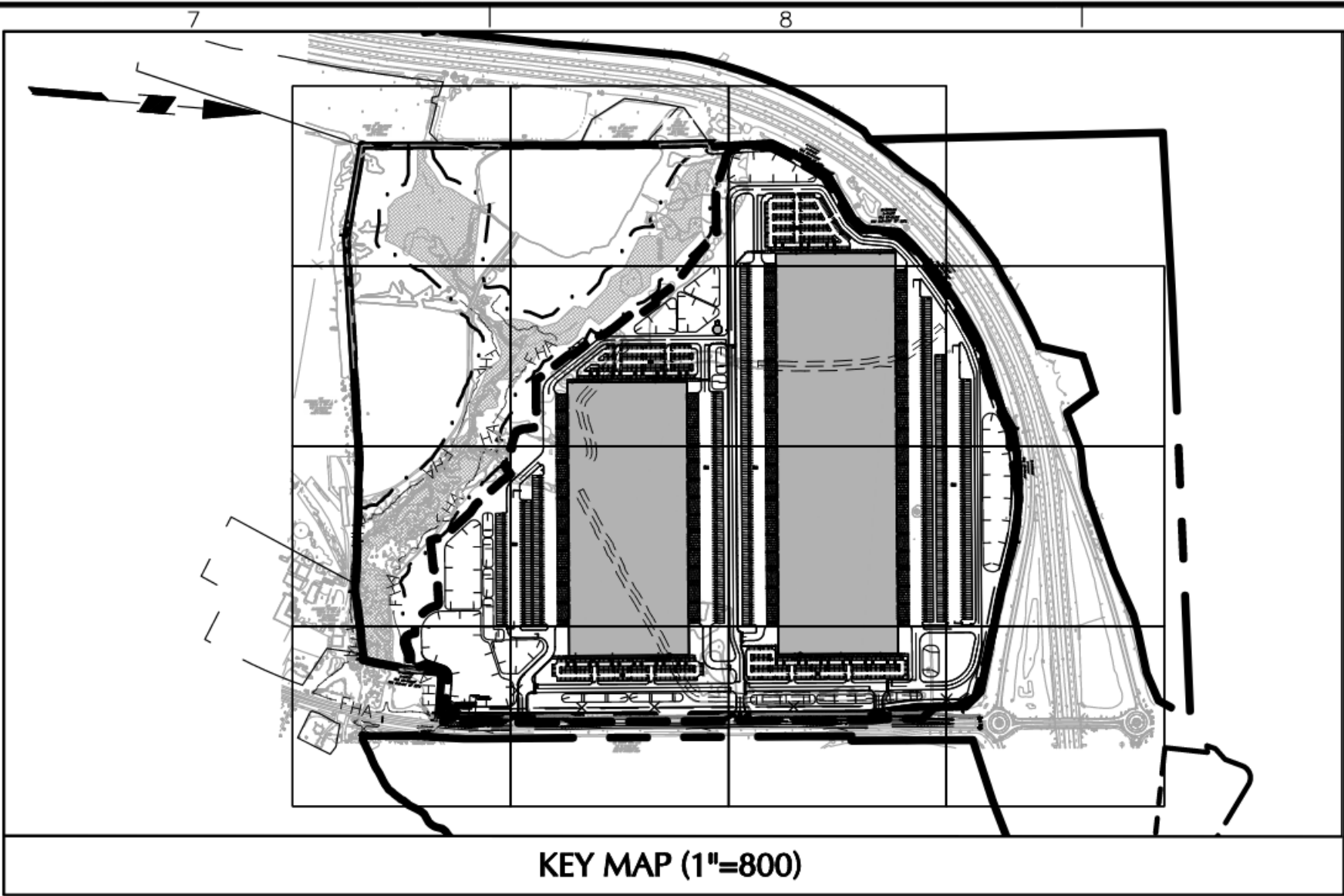
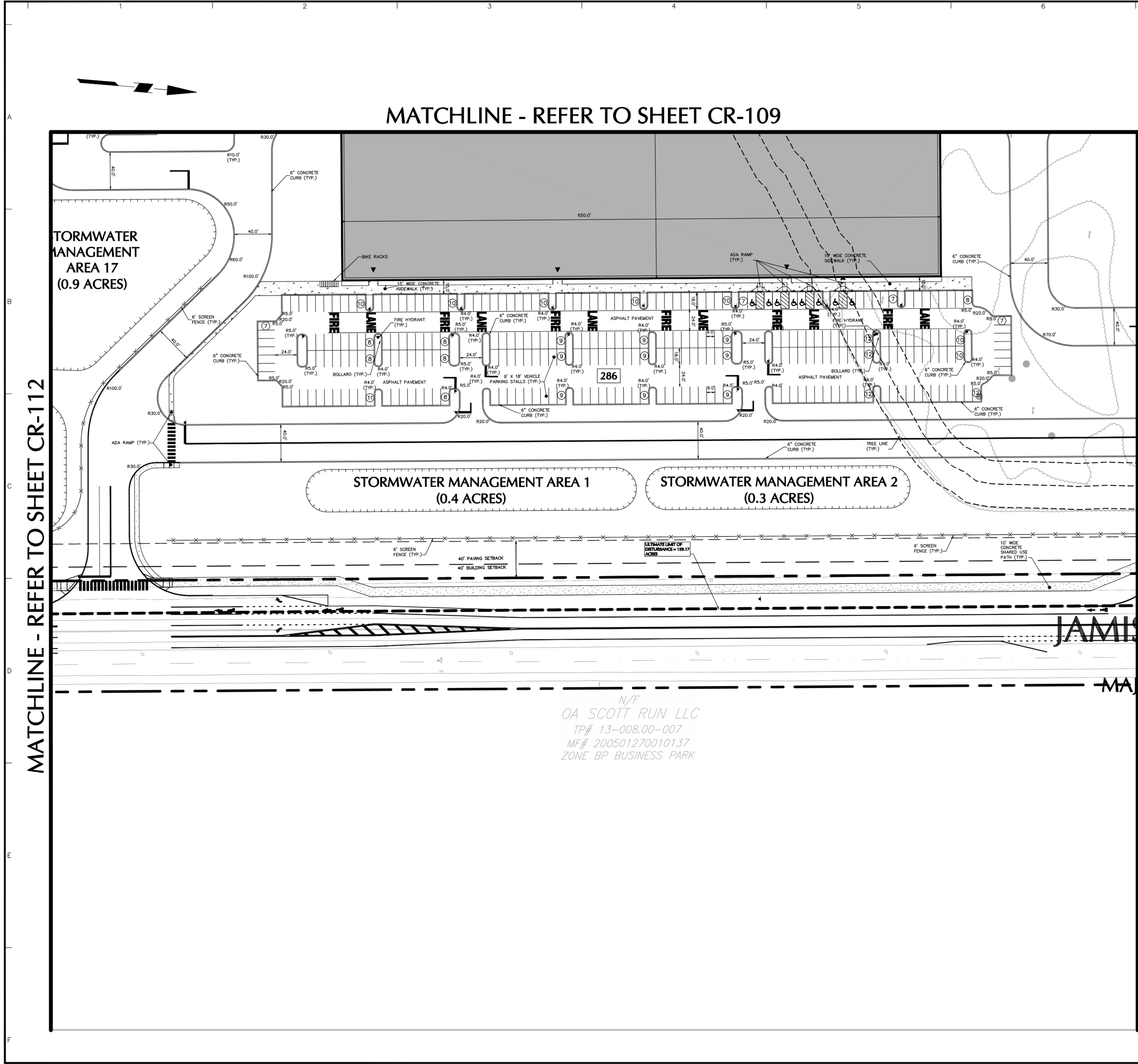
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RECORD MAJOR LAND DEVELOPMENT PLAN	
Project No.	CR-112
220155501	
Date	
31 JANUARY 2022	
Drawn By	
TFH	
Checked By	
BMC	Sheet 13 of 16

2/DWG Date: 11/3/2023 Time: 12:16 User: rhomes Style Table: Langan.stb Layout: EXP-11

Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET



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11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

SIGNATURE
BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

DATE SIGNED

LANGAN
Langan Engineering and
Environmental Services, Inc.
1818 Market Street, Suite 3300
Philadelphia, PA 19103

T: 215.845.8900 F: 215.845.8901 www.langan.com

**LOGISTICENTER AT
NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE

Drawing Title

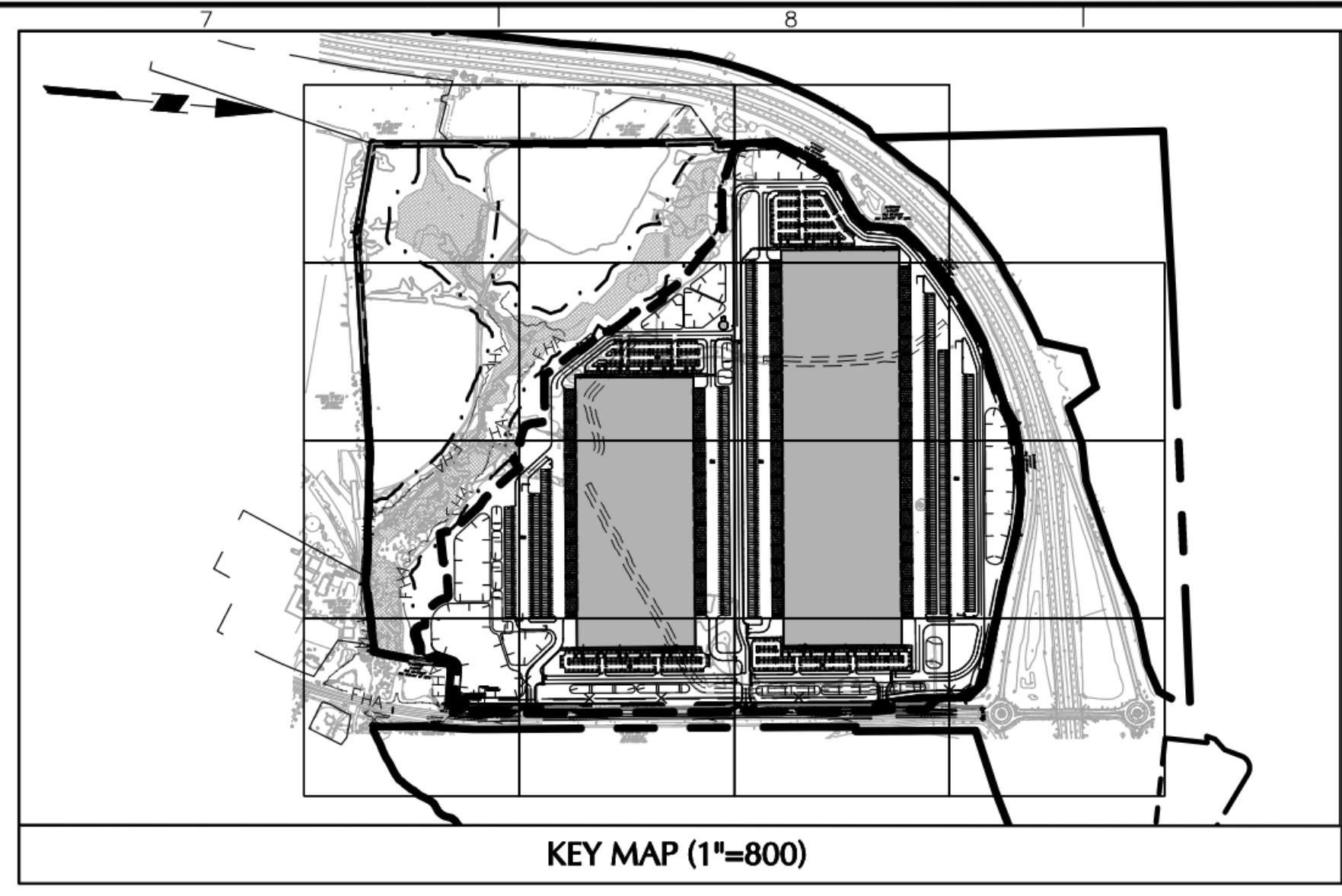
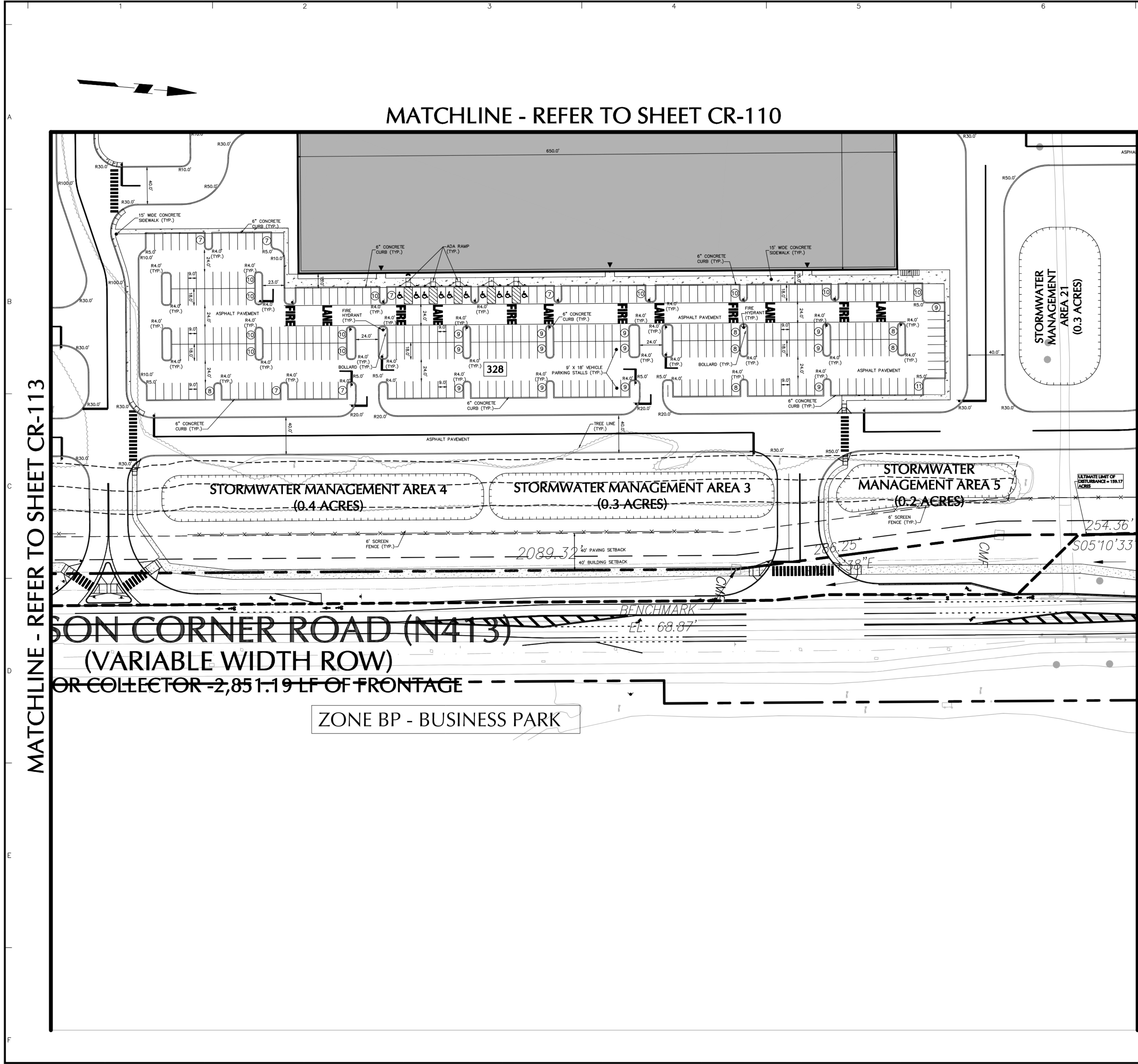
**RECORD MAJOR LAND
DEVELOPMENT PLAN**

Project No.	220155501	CR-113
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 14 of 16		



Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET



LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100 YEAR FLOODPLAIN
	RIPIARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
	STORMWATER MANAGEMENT AREA
	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT

Date	Description	No.
11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.

SIGNATURE: *Brian M. Conlon* DATE SIGNED: _____

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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LOGISTICENTER AT NEW CASTLE COUNTY
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY DELAWARE

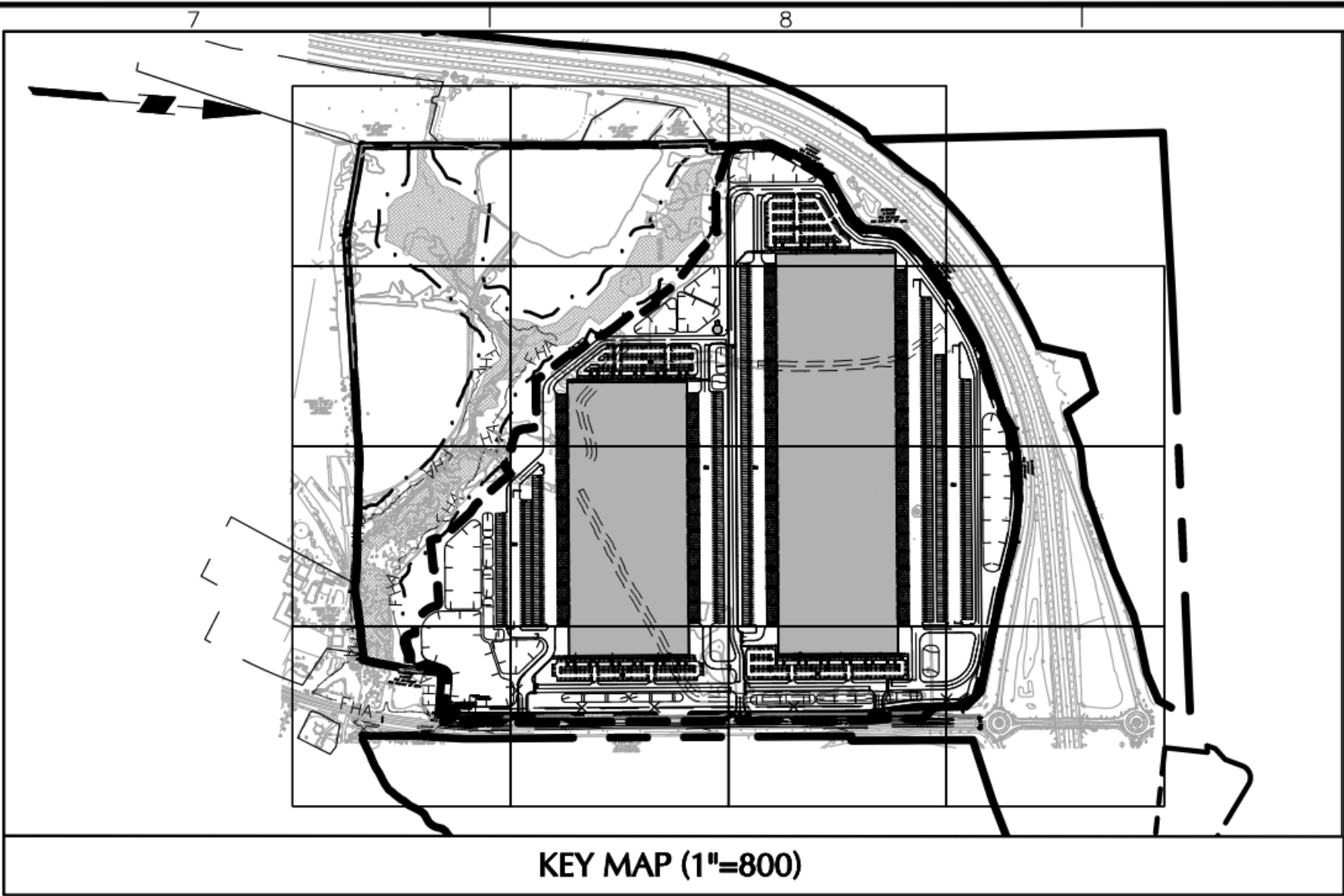
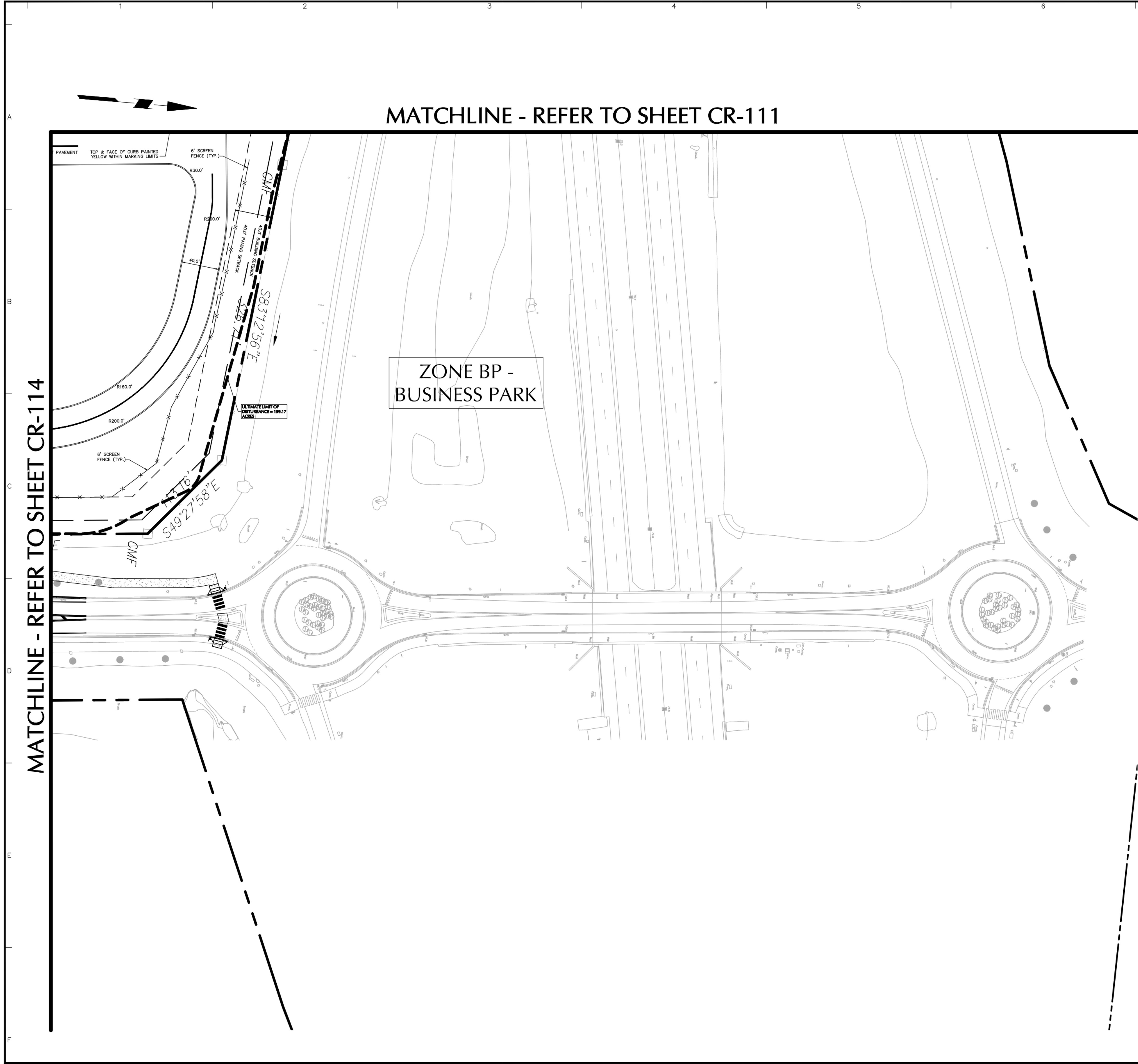
Drawing Title

RECORD MAJOR LAND DEVELOPMENT PLAN

Project No.	220155501	CR-114
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 15 of 16		

Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

SCALE: 1 INCH = 50 FEET



LEGEND	
	PROPERTY LINE
	SET BACK LINE
	LIMIT OF DISTURBANCE
	ZONING BOUNDARY LINE
	TREE LINE
	100' YEAR FLOODPLAIN
	RIPARIAN BUFFER
	WETLAND
	EXISTING TREE
	BUILDING LINE
	CURB
	PARKING SUBTOTAL
	PARKING COUNT
	DOORWAY
	FIRE DEMARCATION
	PROPOSED FIRE HYDRANT
	CURB
	BOLLARD
	CONCRETE
	SIGN
	STORMWATER MANAGEMENT AREA
	EXISTING CONCRETE MONUMENT
	PROPOSED CONCRETE MONUMENT

11/2/23	REVISED PER FLOODPLAIN UPDATE	7.
6/15/23	REVISED PER FLOODPLAIN UPDATE	6.
1/23/23	REVISED PER COUNTY COMMENTS	5.
11/05/22	REVISED PER COUNTY COMMENTS	4.
9/30/22	REVISED PER COUNTY COMMENTS	3.
8/05/22	REVISED PER COUNTY COMMENTS	2.
5/12/22	REVISED PER COUNTY COMMENTS	1.
Date	Description	No.



SIGNATURE  DATE SIGNED

BRIAN M. CONLON
PROFESSIONAL ENGINEER DE Lic. No. 13413

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**LOGISTICENTER AT
NEW CASTLE COUNTY**
TAX PARCEL 13-008.00-003

APPLICATION # 2021-0470
EXPLORATORY MAJOR LAND DEVELOPMENT PLAN
ST. GEORGES HUNDRED
NEW CASTLE COUNTY
DELAWARE

Drawing Title

**RECORD MAJOR LAND
DEVELOPMENT PLAN**

Project No.	220155501	CR-115
Date	31 JANUARY 2022	
Drawn By	TFH	
Checked By	BMC	
Sheet 16 of 16		



Miss Utility of Delmarva
Call 1.800.282.8555 in Delaware (DE)
and 1.800.441.8355 in Maryland (MD)

50 0 25 50
SCALE: 1 INCH = 50 FEET

Prime Sponsor(s): Mr. Cartier
Co-sponsors(s): Ms. Williams-Johns
Mr. Caneco, Mr. Carter
Ms. Durham, Ms. George
Mr. Hollins, Ms. Kilpatrick,
Mr. Sheldon, Mr. Smiley,
Mr. Street, Mr. Tackett, Mr. Toole
Date of introduction: January 13, 2026

RESOLUTION NO. 26-009

HONORING THE LIFE OF PAUL VINCENT GILDEA, SR.

1 **WHEREAS**, Paul was born in Wilmington, Delaware on June 10, 1960 to Robert
2 Gildea, Sr. and Mary Moughan Gildea; and
3

4 **WHEREAS**, Paul grew up in Klair Estates and was a graduate of Delcastle High
5 School. Paul was a sports enthusiast. He played racquetball, golf and semi-pro baseball
6 for the Gildea's Raiders and loved spending time at the racetrack, watching both car
7 and horse racing; and
8

9 **WHEREAS**, Paul had a penchant for fixing things and could be found helping
10 family and friends with projects. He spent time working for General Motors, Gildea's
11 Nursery and Garden Center, Walmart, Lowes and Second Swing Golf, where his skills
12 were invaluable and he was admired by those who worked for and with him; and
13

14 **WHEREAS**, Paul adored his three children, Melanie, Paul Jr. and Christopher
15 and would drop anything if they called. He cherished his six grandchildren with the
16 same fierce protective love he showed for his children; and
17

18 **WHEREAS**, Paul treasured his loving wife Michele, who he reconnected with 40
19 years after meeting at St. Mark's High School; they were married on October 28, 2016.
20 Paul and Michele loved spending quiet nights at home together watching the Phillies;
21 and
22

23 **WHEREAS**, Paul was a man who truly cherished life's simple pleasures. Known
24 to many as "Poser," he loved taking random rides with no destination in mind. Whether
25 it was a drive to the Conowingo Dam, a ride down Route 9, or stopping at Augustine
26 Beach to watch the seagulls float down the river, lift back up, and drift down again,
27 those quiet moments brought him peace and joy; and

28 **WHEREAS**, Paul was a man of deep faith who trusted God completely and wore
29 his heart on his sleeve. He inherited the Gildea trait from his grandmother, Grace—
30 believing there was nothing better than a good cry—and he was never afraid to show
31 his emotions. He was strong, stubborn, and stood his ground, but above all, he loved
32 deeply and fully; and
33

34 **WHEREAS**, during his final days at the Delaware Hospice house in Milford, Paul
35 was never alone, constantly surrounded by the unwavering love and presence of his
36 family. His children, Melanie and Christopher, were pillars of strength and comfort,
37 providing tireless support. His nephew Sam also brought him immense joy and solace,
38 a constant, helpful companion whose devotion in those final moments meant the world;
39 and
40

41 **WHEREAS**, Paul passed away peacefully on December 19, 2025 surrounded by
42 his loving family. He is survived by his wife, Michele Gildea; his children, Melanie Kelly
43 (Chester), Paul Gildea Jr. (Ashley) and Christopher Gildea (Erica); his six
44 grandchildren Paul Kelly, Katherine Kelly, Paul Gildea III, Amina Gildea, Rose Gildea
45 and Theodore Gildea, siblings Robert Jr. Mary, Graceann, and Vincent, many loving
46 nieces, nephews and friends in whose cherished memories Paul will live on.
47

48 **NOW, THEREFORE, BE IT RESOLVED** by and for the County Council of New
49 Castle County that County Council hereby honors the life of Paul Vincent Gildea, Sr.
50 and offers its deepest condolences to his loving wife Michele, family members and
51 friends in his passing. Council is especially grateful to his wife, Michele, for the care,
52 love, and comfort she gave Paul. Her devotion meant everything to him and will always
53 be remembered.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: There is no discernible fiscal impact with the adoption of this resolution.

ORDINANCE NO. 25-162

**AMEND THE FY2026 CAPITAL PROGRAM AND BUDGET:
APPROPRIATE \$15,000 IN DONATIONS RECEIVED FROM THE CLAYMONT LIONS CLUB
AND \$10,000 IN DONATIONS RECEIVED FROM WASTE MANAGEMENT AND REDUCE
BOND FUNDING BY \$25,000 IN THE DEPARTMENT OF PUBLIC WORKS, GENERAL
PARKLAND IMPROVEMENTS 2024-2025 CAPITAL PROJECT**

1 **WHEREAS**, Subchapter III, Chapter 13 of Title 9 of the *Delaware Code*, as amended,
2 authorizes the Department of Special Services now known as the Department of Public Works
3 to plan, supervise, and conduct a program of parks and park-related activities for all the parks
4 and greenways of the County, and in cooperation with the Department of Land Use to develop
5 plans for parks, recreation areas, and provide for the acquisition of land for the development of
6 parks and recreation facilities and the improvements and development of existing parks and
7 greenways, and the County Council of New Castle County has deemed it necessary to
8 implement such plans for development; and
9

10 **WHEREAS**, the Knollwood Park planned improvements include improving the existing
11 basketball court, adding a second multi-use court facility and minor site improvements including
12 site furnishings, fencing, landscaping and signage; and
13

14 **WHEREAS**, the total cost of the improvements are expected to be \$250,000 and New
15 Castle County has already been awarded a \$125,000 matching grant via Outdoor Recreation,
16 Parks and Trails Program grant from the State of Delaware appropriated by Ordinance 25-041
17 passed by Council April 22, 2025; and
18

19 **WHEREAS**, New Castle County has received donations in the amount of \$15,000 from
20 the Claymont Lions Club and \$10,000 from Waste Management towards the County's match
21 portion for the project; and
22

23 **WHEREAS**, New Castle County is appropriating \$25,000 in donations received to the
24 General Parkland Improvements 2024-2025 Capital Project while reducing previously
25 authorized bond funding by \$25,000; and
26

27 **WHEREAS**, New Castle County Code Section 14.01.006 authorizes the Chief
28 Administrative Officer to accept gifts received by the County in amounts of twenty-five thousand
29 dollars (\$25,000.00) or less; and
30

31 **WHEREAS**, County Council has determined that the purpose of the gift as stated is to
32 advance, and is reasonably and rationally related to, legitimate government interests (i.e.,
33 promoting the health, safety, morals, convenience, order, prosperity or welfare of the present
34 and future inhabitants of this County).
35

36 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
37

38 Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2025 is
39 hereby amended by deleting the material stricken and adding the material underscored on the
40 attached Exhibit "A."

41
42
43
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53

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2025 is hereby amended by deleting the material stricken and adding the material underscored on the attached Exhibit "B."

Section 3. Donations received in the amount of \$15,000 from the Claymont Lions Club and \$10,000 from Waste Management are appropriated to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project for Knollwood Park planned improvements while reducing previously authorized bond funding by \$25,000.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate \$15,000 in funding received in donations from the Claymont Lions Club and \$10,000 in funding received in donations from Waste Management to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project while reducing previously authorized bond funding by \$25,000. Funds will be used for Knollwood Park planned improvements.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2026 Capital Program and Budget by appropriating \$15,000 in funding received in donations from the Claymont Lions Club and \$10,000 in funding received in donations from Waste Management to the Department of Public Works, General Parkland Improvements 2024-2025 Capital Project while reducing previously authorized bond funding by \$25,000.

The FY2026 total Capital Budget amount for the General Parkland Improvements 2024-2025 Capital Project will remain \$800,000 since this is a realignment of funding from Bonds to Donations.

The FY2026 New Castle County Capital Budget total will remain \$104,203,345 since this is a realignment of funding. There is no fiscal impact on the Operating Budget.

Acknowledged by the Chief Financial Officer November 20, 2025.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2026

25-162

DEPARTMENT OF ADMINISTRATION

Human Capital Management Platform	\$	600,000
Land Use Information System		1,200,000
Reassessment 2024		2,000,000
Sewer and Tax Billing Replacement		2,300,000
Network Infrastructure Rearchitect and Upgrade		1,150,000
Subtotal	\$	7,250,000

DEPARTMENT OF COMMUNITY SERVICES

Appoquinimink Library Maker Space HVAC	\$	200,000
Carousel Park Indoor Arena Footing		100,000
Glasgow Library		150,000
Newark Library		400,000
Surratte Pool Renovations 2026		100,000
Subtotal	\$	950,000

DEPARTMENT OF COUNTY EXECUTIVE

Executive GF Capital Contingency	\$	675,000
Subtotal	\$	675,000

DEPARTMENT OF PUBLIC SAFETY

800MgHZ Communications Equipment 2026-2027	\$	400,000
Communications Upgrade 2026-2027		250,000
Public Safety Building Renovations		300,000
Public Safety Equipment 2026		136,000
Public Safety Vest Protection Program 2026		302,448
Subtotal	\$	1,388,448

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Building Rehabilitation 2026-2027	\$	3,500,000
Fleet Equipment 2021		(49,929)
Fleet Equipment 2022		(103,797)
Fleet Equipment 2023		(48,900)
Fleet Equipment 2024		(1,700,000)
Fleet Equipment 2026		6,577,658
Garage Renovations		2,500,000
General Roof Renovations		(75,000)
HVAC Replacement		2,800,000
Security 2021		500,000
Vehicle Lift System		56,000
Subtotal	\$	13,956,032

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2026

25-162

DEPARTMENT OF PUBLIC WORKS (Continued)

Parks

Agricultural Preservation	\$	1,000,000
Bechtel Park Improvements		750,000
Carousel Park		150,000
Game Court Improvements 2021		150,000
General Parkland Improvements PRE2021		(650,000)
General Parkland Improvements 2021		(1,000,000)
General Parkland Improvements 2024	800,000.00	800,000
Glasgow Regional Park		1,500,000
Middle Run Valley Reforestation		150,000
Open Space Preservation		1,500,000
Play Area Improvements 2026-2027		1,000,000
Rockwood Park		500,000
Southern Regional Park		1,000,000
Subtotal	\$	6,850,000

Sewer/Stormwater

Airport Road System Rehabilitation	\$	3,000,000
Asset Management		400,000
Christina River Force Main		22,000,000
Countywide Drainage Problems		850,000
DelDOT Coordination Project 2021		2,500,000
General Sewer Improvements		1,250,000
General Stormwater Improvements 2021		471,659
Manhole Rehabilitation		750,000
Market Street Rehab Bridge #9		(1,500,000)
Pump Station Rehab 2026-2027		1,500,000
Richardson Park Pump Station Upgrade		17,679,097
Sewer Fleet Equipment 2023		(22,233)
Sewer Fleet Equipment 2024		(600,000)
Sewer Fleet Equipment 2026		2,755,342
Sewer Repairs and Rehabilitation 2026-2027		4,200,000
Southern Sewer Service Area		6,500,000
Stoney Creek Basin Rehabilitation		600,000
Stormwater Basin Renovation II		2,500,000
Water Quality Improvement Plans		5,000,000
White Clay System Rehabilitation		3,300,000
Subtotal	\$	73,133,865

CAPITAL BUDGET TOTAL

~~104,203,345~~ \$ 104,203,345

EXHIBIT B**PROJECT PROFILES
PUBLIC WORKS - PARKS (continued)**

Project Name (Number): General Parkland Improvements 2024-2025 (C302404)					
Description: Improvements in parks.			Council Districts: All		
Funding Schedule					
	Bonds	Federal	State	Other	Total
Prior Authorizations	\$ 1,500,000	\$ -	\$ -	\$ 2,200,000	\$ 3,700,000
FY2026	800,000	-	-		800,000
	<u>775,000</u>			<u>25,000</u>	<u>800,000</u>
FY2027	1,000,000	-	-	-	1,000,000
FY2028	800,000	-	-	-	800,000
FY2029	800,000	-	-	-	800,000
FY2030	800,000	-	-	-	800,000
FY2031	1,000,000	-	-	-	1,000,000
Future Years	800,000	-	-	-	800,000
Total	\$ 7,500,000	\$ -	\$ -	\$ 2,200,000	\$ 9,700,000
	<u>\$ 7,475,000</u>			<u>\$ 2,225,000</u>	<u>\$ 9,700,000</u>
Available Authorizations:		\$ 2,330,241			
Available Funding:		\$ 405,241			
Operating Budget Impact:		\$ 1,760		\$ 1,705	

*Available Authorizations / Funding as of February 28, 2025, net of obligations.

FY2026 Activity:

Small capital improvements including Wiggins Mill trail and parking area, Greenbank parking lot, contractual tree removal, Bonsall storm sewer repair, Carter Farm concept plan, Banning Park stream restoration. Knollwood Park planned improvements to include improving the existing basketball court, adding a second multi-use court facility and minor site improvements including site furnishings, fencing, landscaping and signage.

Future Activity:

Small capital improvements of neighborhood parks.

ORDINANCE NO. 25-163

**AMENDING NEW CASTLE COUNTY CODE CHAPTER 6 ("BUILDING CODE"),
ARTICLE 3 ("ADMINISTRATION") TO CODIFY THE PLUMBING AND MECHANICAL
TECHNICAL ADVISORY COMMITTEE WITHIN THE NEW CASTLE COUNTY CODE**

1 **WHEREAS**, the Plumbing and Mechanical Technical Advisory Committee
2 ("PMTAC") and its related code requirements do not formally appear in the body of *New*
3 *Castle County Code*; and

4
5 **WHEREAS**, for consistency the Plumbing and Mechanical Technical Advisory
6 Committee is being incorporated into *County Code*, consistent with all other Committees,
7 Boards, and Commissions; and

8
9 **WHEREAS**, New Castle County Council finds that the provisions of this Ordinance
10 are rationally and reasonably related to and substantially advance its goal of protecting
11 and preserving legitimate government interests, including the protection and preservation
12 of the public health, safety, prosperity, general welfare, and quality of life of New Castle
13 County and its residents.

14
15 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**

16
17 Section 1. *New Castle County Code* Chapter 6 ("Building Code"), Article 3
18 ("Administration") is hereby amended to include a new section by adding the material that
19 is underlined, as follows.

20 ...

21 **Sec. 6.03.024 - Plumbing and Mechanical Technical Advisory Committee.**

22 A. *Establishment.* The Plumbing and Mechanical Technical Advisory Committee
23 ("PMTAC") is established and authorized by appointment of the General Manager
24 of the Department of Land Use.

25 B. *Purpose.*

26 1. The PMTAC is to advise the Licensing Division within the Department of Land
27 Use regarding the application and administration of the provisions of the
28 International Plumbing Code, International Mechanical Code, International Fuel
29 Gas Code, International Energy Conservation Code, and associated codes and
30 standards with respect to:

31 a. Reviewing and recommending code amendments, interpretations,
32 and modifications.

33 b. Reviewing and recommending the minimum acceptable
34 qualifications for the purpose of issuing plumbing and mechanical
35 contractor licenses (excluding licenses issued by the State of

Delaware) for the purposes of obtaining a permit.

- c. Reviewing and recommending appropriate action on new equipment or products.
- d. Reviewing and recommending appropriate administrative actions to be imposed for violations of code provisions when requested to do so.

C. Membership.

1. PMTAC shall consist of a minimum of 7 members who have held valid New Castle County plumbing, heating, and/or air conditioning licenses for at least 10 years and whose license remains active. Members must have a place of business in New Castle County but are not employed by the County.
2. Appointments are for a 4-year term.
3. Any member of PMTAC who fails to attend 3 consecutive, regularly-scheduled meetings forfeits membership and the resulting vacancy shall be filled as provided under this section.
 - a. When the Chair deems the absence from a meeting to be due to illness, incapacity, or a family crisis, then such absence shall be excused and not count against the member.
4. Vacancies
 - a. Mid-term vacancies, excluding the chair, shall be filled by the General Manager of the Department of Land Use for the remainder of the term and in the same manner as in the case of regular appointments under this section. Any member whose term has expired may continue to serve until reappointed or replaced.
5. Only eligible Committee members, which does not include current employees of any governmental body, shall be compensated for each meeting attended in accordance with a pay plan adopted by County Council.

D. Chair, election, and duties.

1. Election of the Chair.

- a. Nominations for the Chair shall be made from the floor and the election shall follow immediately thereafter.
 1. The candidate receiving at least a majority vote shall be declared elected.
- b. Mid-term vacancies in the office of Chair shall be filled immediately by regular election procedures at the first scheduled business meeting following the vacancy.
- c. Should the Chair be absent from a meeting, the members present shall elect one of their members to be the temporary Chair.

75 2. Duties

- 76 a. The Chair shall preside at all meetings and hearings of the PMTAC
77 and shall perform all duties normally conferred by parliamentary
78 usage on such office as well as those duties specified in any
79 bylaws.
- 80 b. The Chair shall be a voting member of the PMTAC, and shall have
81 the privilege of discussing all matters before the PMTAC.

82 E. Staff.

- 83 1. The Licensing Division of the Department of Land Use shall provide support
84 staff to accomplish the PMTAC's administrative functions and responsibilities.
- 85 2. Staff shall maintain the minutes and records of the PMTAC, prepare agenda of
86 regular and special meetings, provide notice of meetings to committee
87 members, arrange proper public notice of meetings and any other public
88 advertising, and attend to the correspondence of the committee.
- 89 3. The Department of Law shall provide necessary legal support to assist the
90 committee to accomplish its assigned functions.

91 F. Business Meetings.

- 92 1. The PMTAC shall meet as needed to address organizational matters and such
93 other business that the Chair or a majority of the Committee deems
94 appropriate.
- 95 2. The regular business meetings of the PMTAC shall be held at the call of the
96 Chair at a time and place the PMTAC designates.
- 97 3. A quorum of not less than 4 members shall be necessary for the PMTAC to
98 take official action on any matter. A motion is carried by a simple majority of
99 members present.
- 100 4. If requested by the Chair or by a majority of the members present at any
101 properly constituted meeting, voting shall be by roll call and a record of the roll
102 shall be kept as a part of the minutes.
- 103 5. Special meetings may be called by the Chair, or by a majority of the members
104 present at a regularly scheduled meeting. The public notice of the special
105 meeting shall specify its purpose and no other business will be considered.
- 106 6. A meeting may be postponed to an alternative date and time agreeable to the
107 Committee upon at least a majority vote in favor.
- 108 7. Proceedings shall be conducted in accordance with 29 Del. C. Ch. 100 ("The
109 Delaware Freedom of Information Act").
- 110 8. At the business meeting, the order of business shall be:
- 111 a. Call to order.
- 112 b. Roll call and determination of quorum.
- 113 c. Minutes of previous meeting.

114 d. New Business (as specifically identified in the meeting notice).

115 e. Schedule for next meeting.

116 f. Adjournment.

117 9. Robert's Rules of Order shall govern the meetings of the PMTAC unless they
118 are inconsistent with bylaws adopted by the PMTAC, in which case the bylaws
119 prevail.

120 10. The members of the PMTAC should be provided the meeting minutes within 10
121 business days, where possible.

122 G. Amendments.

123 1. The PMTAC, to the extent it deems necessary or helpful, may adopt and amend
124 bylaws and rules to govern the procedure of the Committee.

125
126 Section 2. This Ordinance shall become effective immediately upon its adoption by
127 County Council and approval by the County Executive, or as otherwise provided in 9 Del.
128 C. § 1156.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance codifies language regarding the Plumbing and Mechanical Technical Advisory Committee ("PMTAC") within the *New Castle County Code*.

FISCAL NOTE: This Ordinance has no known fiscal impact.

ORDINANCE NO. 25-165

AMENDING THE PAY PLANS AND RATES OF PAY FOR ELIGIBLE MEMBERS OF CERTAIN NEW CASTLE COUNTY BOARDS, COMMITTEES, AND COMMISSIONS

1 **WHEREAS**, there remain individuals who serve without compensation on several
2 New Castle County boards, committees, and commissions (hereinafter, collectively the
3 “Committees” (plural) or “Committee” (singular), where circumstances provide) although
4 they perform invaluable service to the County without payment; and

5 **WHEREAS**, presently, most eligible Committee members are compensated; that
6 said, the members of the Design Review Advisory Committee, the Resource Protection
7 Area Technical Advisory Committee, and the Plumbing and Mechanical Technical
8 Advisory Committee are not compensated; and

9 **WHEREAS**, as a matter of fairness the above should be remedied to place all
10 eligible members of Committees on equal footing; and

11 **WHEREAS**, compensating members helps address the challenge of finding
12 qualified individuals to serve on Committees; and

13 **WHEREAS**, individuals who serve on Committees often must personally pay for
14 expenses in addition to suffering lost opportunities elsewhere where they could receive
15 compensation for their services; and

16 **WHEREAS**, serving on a Committee can cause personal hardship vis a vis family
17 commitments and other matters; and

18 **WHEREAS**, equally compensating members of County Committees provides
19 fairness, helps attract more County residents to serve, helps improve retention, and
20 provides greater parity among the Committees; and

21 **WHEREAS**, New Castle County Council finds that the provisions of this Ordinance
22 are rationally and reasonably related to and substantially advance its goal of protecting
23 and preserving legitimate government interests, including the protection and preservation
24 of the public health, safety, prosperity, general welfare, and quality of life of New Castle
25 County and its residents.

26 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
27

28 Section 1. The pay plans and rates of pay for the members of the Committees
29 identified on the attached Exhibits, which does not include current employees of any
30 governmental body, are hereby amended by adding the material that is underscored as
31 reflected on Exhibits A and B.
32

33 Section 2. This Ordinance shall become effective upon the date of its adoption by
34 County Council and approval by the County Executive, or as otherwise provided in 9 Del.
35 C. § 1156

Adopted by County Council
of New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus Henry
County Executive
of New Castle County

SYNOPSIS: This Ordinance proposes to amend the pay plans and rates of pay for attendance at regular and special meetings for eligible members who serve on the New Castle County Committees identified on the attached Exhibits A and B, as identified with underlines, which does not include current employees of any governmental body.

FISCAL NOTE: TBD

FLOOR AMENDMENT NO. 1 TO SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101

Substitute No. 2 to Ordinance No. 25-101 is amended at line numbers, 71, 87, and 111 through 263, by adding the material that is underlined and highlighted in yellow and by deleting the material with strikethroughs and highlighted in red, as follows.

Table 40.03.110. - Use table.

Table 40.03.110A. General Use Table									Table 40.03.110B. General Use Table								Table 40.03.110C. General Use Table	
Zoning District (Urban and Suburban-Transition Character) Y=permitted, N=prohibited, L=limited review, S=special use review, A=accessory									Zoning District (Suburban and Special Character)								Additional Standards (all districts)	
Land Use	TN *	ST	MM	ON	OR	CR	BP	I	C N	S ...	SE	NC ..	HI	EX	SR	P	Parking	Limited & Special Use Standards
Agricultural									Agricultural								Agricultural ...	
Industrial Uses									Industrial Uses								Industrial Uses	
Compost operations	N	N	N	N	N	N	N	L	N	N	N	N	L	L	S	N	Table 40.03.522	Section 40.03.336
Data Centers	<u>N</u>	<u>N</u>	<u>N</u>	<u>NL</u>	<u>NL</u>	<u>NL</u>	<u>NL</u>	<u>SL</u>	<u>NL</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>SL</u>	<u>SL</u>	<u>N</u>	<u>N</u>	Table 40.03.522	Table 40.03.210 Section 40.03.343
Extraction	N	N	N	N	N	N	N	N	N	N	N	N	N	L	N	N	Table 40.03.522	Section 40.03.324 and Table 40.03.210 ...

Table 40.03.210A. Limited and Special Use Standards

Table 40.03.210A. Limited and Special Use Standards						Table 40.03.210B. Limited and Special Use Standards						Table 40.03.210C. Limited and Special Use Standards	
Buffer Standards						Locational or Dimensional Standards						Additional Standards	
Bufferyards			Separation			Minimum			Maximum				
Land Use	Location	Increase Opacity or Width	Fence or Berm	Use Protected	Distance from Use to protected parcel	Spacing	Site Area	Road Access	Open Space	Lot Area	Height	Other	
Agricultural ...						Agricultural						Agricultural ...	
Industrial Uses						Industrial Uses						Industrial Uses	
Compost operations												Section 40.03.336	
Data Centers	Within 4,000 500 feet of a residentially zoned parcel or parcel with an established daycare center or school	0.4	Minimum 8 ft. berm	Residential and established daycare center and schools	500 ft.*							See Section 40.03.343 * See Section 40.03.343.B	
Extraction	All	0.8 (150 ft.)	8 ft. berm	Residential	100 ft. *		25 ac.					Section 40.03.324 * 100' for Recreation, High Intensity Uses ...	

13 **Sec. 40.03.343. – Data Centers.**

14
15 In addition to the requirements of Section 40.31.430~~26.430~~, the following
16 requirements shall apply to any proposed data center development or ~~the cumulative~~
17 ~~expansion of an existing data center in excess of two hundred 20,000 thousand square~~
18 ~~feet~~ additions larger than two hundred thousand (200,000) square feet of GFA:

19
20 ~~A. The site shall be designed to minimize noise impact on neighboring residential~~
21 ~~properties and shall not generate noise levels that exceed 55 db(A) or db(C) at the~~
22 ~~sending property line if the predevelopment noise level is below those levels. If the~~
23 ~~predevelopment noise exceeds those levels, no net increase in the existing noise level~~
24 ~~shall be permitted. A noise study shall be submitted to evaluate this impact and to verify~~
25 ~~consistency with Chapter 22 of the New Castle County Code and the study shall include~~
26 ~~all generators and any other equipment that will be utilized on the site as part of the~~
27 ~~calculation.~~

28
29 ~~B~~A. No portion of the proposed data center building or accessory uses shall be located
30 within 1,000 500 feet of a residential zoning district. However, the Department may
31 approve data center structures or accessory uses located less than 500 feet from a
32 residential zoning district, but no closer than required setbacks in the applicable zoning
33 district, upon review and determination that noise levels generated will not exceed the
34 allowable noise levels permitted in Chapter 22 of the New Castle County Code. In
35 granting any such approval distance of less than 500 feet, the Department may require
36 submission of a site-specific noise study demonstrating that the combined effectiveness
37 of the selected measures (noise attenuation and screening techniques, including, but not
38 limited to, a berm) will ensure compliance with the noise performance standards
39 contained in Chapter 22. ~~However, as a limited exception, the Department may approve~~
40 ~~data center structures or accessory uses located less than 1,000 feet, but no closer than~~
41 ~~500 feet, from a residential zoning district, upon review and determination that noise~~
42 ~~levels generated will not exceed the allowable noise levels permitted in this section. The~~
43 ~~Department may require submission of a site-specific noise study demonstrating that the~~
44 ~~combined effectiveness of the selected measures will ensure compliance with the noise~~
45 ~~performance standards set forth herein. Acceptable noise attenuation and screening~~
46 ~~techniques, including, but not limited to, the following measures, may be considered by~~
47 ~~the Department in evaluating compliance:~~

- 48
49 1. ~~Generator Acoustic Enclosures: fully enclosed or “super-silent” housings~~
50 ~~constructed of brick, masonry, or other acceptable materials with~~
51 ~~comparable sound transmission ratings.~~
52 2. ~~Acoustic Louvers and Duct Liners: designed to minimize tonal and airflow~~
53 ~~noise associated with ventilation or cooling systems.~~
54 3. ~~Sound Absorptive Panels: installed within cooling yards, generator~~
55 ~~buildings, or perimeter walls to reduce reflected noise.~~
56 4. ~~Porous Absorptive Cladding: such as mineral wool cores with perforated~~
57 ~~metal facings to dampen exterior surface reflections.~~
58 5. ~~Vibration Isolation Systems: including spring and neoprene isolators to~~
59 ~~prevent structure-borne noise transmission from generators, chillers, or~~
60 ~~HVAC units.~~
61 6. ~~Acoustic Fencing and Walls: solid or composite barriers with a minimum~~

62 sound Transmission Class (STC) rating of 35, extending fully above the line
63 of sight between the noise source and the property line.

64 7. ~~Building Orientation and Shielding: siting of data center buildings or~~
65 ~~equipment yards so that structures themselves block direct noise paths~~
66 ~~towards residential or institutional uses.~~

67 8. ~~Enhanced Landscaping and Earth Berms: incorporation of vegetation,~~
68 ~~berms, and mounded terrain to provide additional passive sound~~
69 ~~attenuation and visual screening.~~

70

71 ~~C. Except for lot lines along an existing office or industrial park or adjacent to an existing~~
72 ~~industrial use, the bufferyards, street trees, berming and landscaping shall be upgraded,~~
73 ~~where appropriate to mask the development. The buildings shall meet the requirements~~
74 ~~for large industrial structures in Section 40.26.260.~~

75

76 ~~D. Lighting shall be designed so that there is zero (0) footcandles at the property line of~~
77 ~~the neighboring residential area.~~

78

79 **E.B.** In addition to meeting all the requirements of Article 11...

80

81 **F.C.** Open-loop or once-through cooling is prohibited unless...

82

83 ~~G. All generators shall be Tier IV or utilize natural gas with Selective Catalytic Reduction~~
84 ~~(SCR) systems. The Department may permit applicants to substitute other technologies~~
85 ~~that the applicant can demonstrate as being more efficient and have less impact on the~~
86 ~~environment.~~

87

88 ~~H. Any energy storage system utilized for this use shall be Battery Energy Storage~~
89 ~~System ("BESS"). The Department may permit applicants to substitute other~~
90 ~~technologies that the applicant can demonstrate as being more efficiency and have less~~
91 ~~impact on the environment. Energy storage systems must employ fire-safe technologies~~
92 ~~as determined and approved by the State Fire Marshal's Office.~~

93

94 ~~I. All new expanded facilities shall submit documentation outlining the operation of the~~
95 ~~buildings as a LEED Gold or equivalent certification and providing the Total Usage~~
96 ~~Efficiency ("TUE"), the comprehensive metric for evaluating the overall energy efficiency~~
97 ~~of a system considering both the energy used by the IT equipment and the supporting~~
98 ~~infrastructure, with a minimum TUE of 1.15 must be provided unless operational issues~~
99 ~~are documented and accepted to vary this minimum.~~

100

101 **J.D.** All data centers must be designed for future integration...

102

103 **K.E.** Applicant must submit a statement of coordination with local electric utility...

104

105 **L.F.** Applicants must submit a statement of coordination with DNREC Water Allocation
106 Program...

107

108 **M.G.** Data Centers must comply with all State and Federal requirements...

109

110 **N.H.** Abandonment. ...

111	
112	 Financial Assurance. ...
113	
114	 Annual Report. ...

SYNOPSIS: *Floor Amendment No. 2 revises Table 40.03.110 to require that Data Centers in the “I”, “HI” and “EX” zoning districts be subject to Limited review rather than Special Use review, and changes Data Centers in the “ON”, “OR”, “CR”, “BP” and “CN” zoning districts from a prohibited use to a use subject to Limited review as such districts permit Data Centers in the current UDC.*

The amendment also updates Section 40.03.343 to require that proposed Data Center developments or additions greater than two hundred thousand (200,000) square feet of gross floor area comply with Section 40.26.430 (Large Industrial Structures). Additionally, it eliminates various requirements that are already addressed elsewhere in the UDC or are more appropriately addressed by the Building Code.

The amendment also revises Table 40.03.210A by reducing the distance between residential uses and Data Center developments from 1,000 feet contained in the originally introduced ordinance to 500 feet, or, in the alternative, grants the Department the discretion to approve a setback less than 500 feet when it is satisfied current noise standards contained in Chapter 22 will be satisfied through other methods such as berming.

Prime Sponsor(s): Mr. Toole
Date of Introduction: November 18, 2025

**FLOOR AMENDMENT NO. 2 TO
SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101**

Substitute No. 2 to Ordinance No. 25-101 is hereby amended in the **WHEREAS** portion of the ordinance by striking the **WHEREAS** provisions that appears at line numbers 41-44, and 46-49 in their entirety.

SYNOPSIS: This floor amendment proposes that the **WHEREAS** provisions currently appearing at line numbers 41-44, and 46-49 be deleted in their entirety.

**FLOOR AMENDMENT NO. 3 TO
SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101**

Substitute No. 2 to Ordinance No. 25-101 is hereby amended at **line number 71**, Table 40.03.110A. by striking the reference in the upper columns to the designations in the columns in the second, lower line.

<u>Data Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>S</u>			<u>Table 40.03.522</u>	<u>Table 40.03.210 Section 40.03.343</u>
<u>Proposed Change</u>					<u>L</u>	<u>S</u>	<u>L</u>	<u>L</u>					<u>L</u>	<u>L</u>			<u>Table 40.03.522</u>	<u>Table 40.03.210 Section 40.03.343</u>

SYNOPSIS: This floor amendment proposes that the language currently appearing at line 71 be amended to reflect the language appearing in the lower row and highlighted as reflected in the **proposed change** row to reflect the language highlighted in **red and yellow**.

**FLOOR AMENDMENT NO. 4 TO
SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101**

Substitute No. 2 to Ordinance No. 25-101 is hereby amended at **line number 87**, Table 40.03.210A. by striking the reference in the third column to opacity of “0.4” and replacing it with **“0.3”**.

<u>Data Centers</u>	<u>Within 1,000 feet of a residentially zoned parcel or parcel with an established daycare center or school</u>	<u>0.4</u> 0.3	<u>Minimum 8 ft. berm</u>	<u>Residential and established daycare center and schools</u>	<u>500 ft.*</u>						
---------------------	---	--------------------------	---------------------------	---	-----------------	--	--	--	--	--	--

SYNOPSIS: This floor amendment proposes that the *Increase Opacity or Width* requirement be amended from 0.4 to **0.3**.

Prime Sponsor(s): Mr. Toole
Date of Introduction: November 18, 2025

**FLOOR AMENDMENT NO. 5 TO
SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101**

Substitute No. 2 to Ordinance No. 25-101 is hereby amended at line numbers 188-193 by deleting the material there appearing as identified with strikethroughs and red below.

~~and providing the Total Usage Efficiency ("TUE"), the comprehensive metric for evaluating the overall energy efficiency of a system considering both the energy used by the IT equipment and the supporting infrastructure, with a minimum TUE of 1.15 must be provided unless operational issues are documented and accepted to vary this minimum~~

SYNOPSIS: This floor amendment proposes that the language currently appearing at line numbers 188-193, as highlighted in red above, be stricken.

**FLOOR AMENDMENT NO. 6 TO
SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101**

Substitute No. 2 to Ordinance No. 25-101 is hereby amended at line numbers 212-263 (Section N. *Abandonment*, Section O. *Financial assurance*, and Section P. *Annual Report*.) by deleting the material there appearing in its entirety.

~~N.—Abandonment.~~

~~1. The operator or property owner shall provide written notice to the Department whenever the Data Center is out of active operation for more than six (6) months. Any Data Center that ceases to operate for one (1) year or longer is considered abandoned.~~

~~2. The operator or property owner shall either recommence operation and schedule a site inspection with the Department to verify that all use requirements are still intact or shall remove all equipment and systems within six (6) months of being considered abandoned.~~

~~3. Within two (2) years of being considered abandoned, the Data Center site shall be either restored to its predevelopment condition and inspected by the Department, or the property owner shall submit a land use application consistent with this Chapter to establish a new use for the site. Failure to comply with the requirements of this section shall authorize, but not require, the County to remove the Data Center and, when abandoned, restore the site to its predevelopment condition and charge the property owner as set forth in Subsection O. below.~~

~~O.—Financial assurance. Prior to issuance of a building permit, the operator or property owner shall provide a bond, surety, letter of credit, or other financial assurance in a form and amount acceptable to the Department to secure payment of one hundred (100) percent of the anticipated cost of removal of all associated site improvements and restoration of the site to its predevelopment condition when the Data Center has been abandoned. Financial assurances for Data Centers are subject to the following:~~

~~1. The applicant shall provide a decommissioning report that includes the following components:~~

~~a.—An inventory of components installed on the site.~~

~~b.—Expected lifetime of the facility.~~

~~c.—Decommissioning sequence.~~

d. ~~Decommissioning cost estimate based on RSMeans or other software or methodology approved by the Department.~~

2. ~~The financial assurance shall remain in full force and effect while the Data Center remains in place and operating, and shall be renewed every five (5) years and revised as necessary to adjust for inflation and any change in the cost for decommissioning.~~

P. ~~Annual Report, Enforcement and Compliance. The operator of the Data Center shall supply an annual report, as found in Appendix 9, to the Department indicating compliance with all applicable local, state and federal regulations. The Department shall reserve the right to request additional information and establish and update procedures for inspections, monitoring, and enforcement of compliance with this section. Non-compliant facilities will be subject to Division 40.31.900 or any other remedy available.~~

SYNOPSIS: This floor amendment proposes that the language currently appearing at line numbers 212-263 (Section N. *Abandonment*, Section O. *Financial assurance*, and Section P. *Annual Report*) be stricken in its entirety.

Prime Sponsor(s): Ms. Kilpatrick
Date of Introduction: November 18, 2025

FLOOR AMENDMENT NO. 7 TO SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101

1 Substitute No. 2 to Ordinance No. 25-101 is amended at line numbers 347 through 349
2 by adding the material that is underlined and highlighted in yellow and by deleting the
3 material with strikethroughs and highlighted in red, as follows
4

5 **Sec. 9. Effective Date.** This Ordinance shall become effective immediately upon its
6 adoption by County Council and approval by the County Executive, but shall only apply
7 to Minor and Major land development plan applications (including, but not limited to
8 preapplication sketch plans) submitted to the County after its adoption date, unless the
9 applicant, by written request, agrees to submit to the provisions of this Ordinance. All
10 resubdivision plan applications are exempted from this Ordinance regardless of the
11 submission date to the County. Any future Data Center use, buildings and/or structures
12 exempted from the applicability of this Ordinance shall be a lawful use in all respects and
13 in no case considered a non-conforming use, building(s), structure(s) or situation(s).

SYNOPSIS: *Floor Amendment No. 2 also clarifies that this Ordinance will take effect immediately upon adoption and will apply only to new Minor and Major land development plan applications (including preapplication sketch plans) submitted after adoption, unless an applicant requests otherwise in writing; all subdivision plan applications are exempt, regardless of submission date; and, any future data center projects that are exempted from this Ordinance will be considered fully legal and not treated as non-confirming uses.*

Prime Sponsor(s): Ms. Kilpatrick
Date of Introduction: December 9, 2025

FLOOR AMENDMENT NO. 8 TO SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101

Substitute No. 2 to Ordinance No. 25-101 is amended at line numbers 347 through 349 by adding the material that is underlined and highlighted in yellow and by deleting the material with strikethroughs and highlighted in red, as follows

Sec. 9. Effective Date. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 Del C 1156, and, shall only apply to Minor and Major land development plan applications that identify a data center as a potential use (including, but not limited to preapplication sketch plans) as submitted to the County ,after its adoption date. Resubdivision plan applications revising any grandfathered Minor or Major land development applications (resulting from the preceding sentence) shall remain exempt from this Ordinance regardless of its submission date, unless the applicant, by written request, agrees to submit to the provisions of this Ordinance. Any future data center uses, buildings, structures and/or situations grandfathered from the applicability of this Ordinance, shall remain lawful in all respects and in no case considered non-conforming uses, buildings, structures or situations.

SYNOPSIS: *Floor Amendment No. 2 also clarifies that this Ordinance will take effect immediately upon adoption, or as otherwise provided in 9 Del C 1156, and will apply only to new Minor and Major land development plan applications (including preapplication sketch plans) submitted after adoption, unless an applicant requests otherwise in writing; all subdivision plan applications are exempt, regardless of submission date; and, any future data center projects that are exempted from this Ordinance will be considered fully legal and not treated as non-confirming uses.*

Prime Sponsor(s): Mr. Carter
Co-sponsor(s): Mr. Caneco, Mr. Tackett,
Ms. Durham, Mr. Cartier
Date of Introduction: August 5, 2025

SUBSTITUTE NO. 2 TO ORDINANCE NO. 25-101

**TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 40 (“UNIFIED
DEVELOPMENT CODE”), ARTICLE 3 (“USE REGULATIONS”) AND ARTICLE 33
 (“DEFINITIONS”) TO ESTABLISH STANDARDS FOR THE REVIEW, SITING,
AND OPERATIONS OF DATA CENTERS**

1 **WHEREAS**, New Castle County currently lacks comprehensive, specific zoning
2 and development regulations tailored to the unique infrastructure demands,
3 environmental impacts, and operational characteristics of data centers; and
4

5 **WHEREAS**, data centers are distinct from other industrial and commercial uses
6 due to their high energy consumption, large-scale backup power systems, significant
7 water usage, and potential impacts on surrounding communities through noise, heat, and
8 traffic; and
9

10 **WHEREAS**, technological advancements have precipitated the growth of data
11 centers nationwide, expediting the need for provisions to guide responsible development
12 and mitigate impacts; and
13

14 **WHEREAS**, it is in the public interest to proactively regulate data center
15 development to ensure compatibility with surrounding land uses and to protect the health,
16 safety, and welfare of New Castle County residents; and
17

18 **WHEREAS**, data centers share many characteristics with heavy industry,
19 particularly in terms of energy consumption, building scale, and noise leading to zoning
20 and classification complexities best handled as a separate category of use; and
21

22 **WHEREAS**, the County seeks to encourage economic development while also
23 preserving community character, promoting sustainability, safeguarding public
24 infrastructure capacity, and minimizing land use conflicts; and
25

26 **WHEREAS**, Data Centers are unique land uses that involve large-scale electrical
27 infrastructure, water-intensive cooling systems, and extensive impervious coverage; and
28

29 **WHEREAS**, Data Centers typically utilize backup diesel generators, aboveground
30 and underground fuel storage tanks, cooling towers, and large volumes of electronic and
31 battery equipment that may pose environmental, public health, and safety risks if left
32 abandoned or unmaintained; and

33 **WHEREAS**, advances in information technology, server design, and power
34 delivery may cause individual Data Center facilities to become obsolete within a relatively
35 short operating lifespan, resulting in the risk of abandonment of specialized facilities that
36 are not easily adapted to other uses; and

37 **WHEREAS**, the County has a responsibility to protect the public health, safety,
38 and welfare by ensuring that abandoned or obsolete facilities are properly removed and
39 that sites are restored to a safe and stable condition; and
40

41 **WHEREAS**, financial assurance requirements for decommissioning are a well-
42 established land use tool in other industries with significant environmental or
43 infrastructure impacts, including telecommunications towers, wind and solar energy
44 projects, and mining operations; and
45

46 **WHEREAS**, requiring a Decommissioning Plan and associated financial
47 assurance for Data Centers will ensure that the County and its taxpayers are not
48 burdened with the cost of restoring sites and remediating environmental impacts in the
49 event of abandonment; and
50

51 **WHEREAS**, County Council has determined that the provisions of this Ordinance
52 substantially advance, and are reasonably and rationally related to legitimate government
53 interests.
54

55 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
56

57 **Section 1.** *New Castle County Code* Chapter 40 (“Unified Development Code”),
58 Article 3 (“Use Regulations”), Division 40.03.110 (“Use Regulations”) is hereby amended
59 by adding the material that is underscored and deleting the material that is stricken, as
60 set forth below.
61

62 **Sec. 40.03.110. – Use table.**
63

64 Table 40.03.110 lists the type of uses permitted in each district. Refer to Division
65 40.33.200 for definitions of the various use categories and their components. Should a
66 use not be identified in Table 40.03.110, an interpretation pursuant to Section 40.31.520
67 can be requested. Table 40.03.522 lists the specific parking requirements for several
68 general uses listed in Table 40.03.110. Limited and special use standards are contained
69 in Table 40.03.210 and Division 40.03.300. See Article 4 for district, lot, bulk and other
70 standards.

Table 40.03.110A. General Use Table									Table 40.03.110B. General Use Table								Table 40.03.110C. General Use Table	
Zoning District (Urban and Suburban-Transition Character) Y=permitted, N=prohibited, L=limited review, S=special use review, A=accessory									Zoning District (Suburban and Special Character)								Additional Standards (all districts)	
Land Use	TN *	ST	MM	ON	OR	CR	BP	I	C N	S ***	SE	NC **	HI	EX	SR	P	Parking	Limited & Special Use Standards
Agricultural									Agricultural								Agricultural ...	
Industrial Uses									Industrial Uses								Industrial Uses	
Compost operations	N	N	N	N	N	N	N	L	N	N	N	N	L	L	S	N	Table 40.03.522	Section 40.03.336
<u>Data Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>Table 40.03.522</u>	<u>Table 40.03.210</u> <u>Section 40.03.343</u>
Extraction	N	N	N	N	N	N	N	N	N	N	N	N	N	L	N	N	Table 40.03.522	Section 40.03.324 and Table 40.03.210 ...

73 **Section 2. New Castle County Code Chapter 40** (“Unified Development Code”),
74 Article 3 (“Use Regulations”), Section 40.03.210 (“Buffering, location, bulk and scale
75 standards”) is hereby amended by adding the material that is underscored and deleting
76 the material that is stricken, as set forth below.

77
78 **Sec. 40.03.210. - Buffering, location, bulk and scale standards.**
79

80 Table 40.03.210 provides standards that increase the degree of buffering, govern the
81 location, and reduce the bulk or scale of limited or special uses. The meaning of the
82 different categories contained in the Table is established as follows:

83
84 A. *Location. ...*

85
86 K. *Other. ...*

Table 40.03.210A. Limited and Special Use Standards						Table 40.03.210B. Limited and Special Use Standards						Table 40.03.210C. Limited and Special Use Standards
	Buffer Standards					Locational or Dimensional Standards						Additional Standards
	Bufferyards			Separation		Minimum				Maximum		
Land Use	Location	Increase Opacity or Width	Fence or Berm	Use Protected	Distance from Use to protected parcel	Spacing	Site Area	Road Access	Open Space	Lot Area	Height	Other
Agricultural ...						Agricultural						Agricultural ...
Industrial Uses						Industrial Uses						Industrial Uses
Compost operations												Section 40.03.336
<u>Data Centers</u>	<u>Within 1,000 feet of a residentially zoned parcel or parcel with an established daycare center or school</u>	<u>0.4</u>	<u>Minimum 8 ft. berm</u>	<u>Residential and established daycare center and schools</u>	<u>500 ft.*</u>							<u>See Section 40.03.343</u> <u>* See Section 40.03.343.B</u>
Extraction	All	0.8 (150 ft.)	8 ft. berm	Residential	100 ft. *		25 ac.					Section 40.03.324 * 100' for Recreation, High Intensity Uses ...

Section 3. *New Castle County Code* Chapter 40 (“Unified Development Code”), Article 3 (“Use Regulations”), Division 40.03.300 (“Additional limited and special use standards”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.03.333. - Light Industry uses in OR and CR zoning districts.

- A. Light Industry uses as defined in Subsection 40.33.270.~~E~~ D are considered Limited Uses in the OR zoning district, except that the following uses require a special use permit:

Sec. 40.03.340. - Multifamily conversion.

Multifamily conversions are intended to facilitate and encourage the redevelopment of existing office and commercial sites and increase the diversity in housing opportunities in the county where supporting infrastructure exists. The following requirements apply to all multifamily conversions:

- A. A multifamily conversion is not permitted on a parcel that is within one thousand (1,000) feet of a heavy industry zoned parcel or a parcel with a heavy industry use as defined in Subsection 40.33.270.~~G~~ D.

Sec. 40.03.343. – Data Centers.

In addition to the requirements of Section 40.31.430, the following requirements apply to any data center development or the cumulative expansion of an existing data center in excess of 20,000 square feet:

- A. The site shall be designed to minimize noise impact on neighboring residential properties and shall not generate noise levels that exceed 55 dB(A) or dB(C) at the sending property line if the predevelopment noise level is below those levels. If the predevelopment noise exceeds those levels, no net increase in the existing noise level shall be permitted. A noise study shall be submitted to evaluate this impact and to verify consistency with Chapter 22 of the *New Castle County Code* and the study shall include all generators and any other equipment that will be utilized on the site as part of the calculation.
- B. No portion of the proposed data center building or accessory uses shall be located within 1,000 feet of a residential zoning district. However, as a limited exception, the Department may approve data center structures or accessory uses located less than 1,000 feet, but no closer than 500 feet, from a residential zoning district, upon review and determination that noise levels generated will not exceed the allowable noise levels permitted in this section. The Department may require submission of a site-specific noise study demonstrating that the combined effectiveness of the selected measures will ensure compliance with the noise performance standards set forth herein. Acceptable noise attenuation and screening techniques, including, but not limited to, the following measures, may be considered by the Department in evaluating compliance:

1. Generator Acoustic Enclosures: fully enclosed or “super-silent” housings constructed of brick, masonry, or other acceptable materials with comparable sound transmission ratings.
 2. Acoustic Louvers and Duct Liners: designed to minimize tonal and airflow noise associated with ventilation or cooling systems.
 3. Sound-Absorptive Panels: installed within cooling yards, generator buildings, or perimeter walls to reduce reflected noise.
 4. Porous Absorptive Cladding: such as mineral-wool cores with perforated metal facings to dampen exterior surface reflections.
 5. Vibration Isolation Systems: including spring and neoprene isolators to prevent structure-borne noise transmission from generators, chillers, or HVAC units.
 6. Acoustic Fencing and Walls: solid or composite barriers with a minimum Sound Transmission Class (STC) rating of 35, extending fully above the line of sight between the noise source and the property line.
 7. Building Orientation and Shielding: siting of data center buildings or equipment yards so that structures themselves block direct noise paths toward residential or institutional uses.
 8. Enhanced Landscaping and Earth Berms: incorporation of vegetation, berms, and mounded terrain to provide additional passive sound attenuation and visual screening.
- C. Except for lot lines along an existing office or industrial park or adjacent to an existing industrial use, the bufferyards, street trees, berming and landscaping shall be upgraded, where appropriate to mask the development. The buildings shall meet the requirements for large industrial structures in Section 40.26.260.
- D. Lighting shall be designed so that there is zero (0) footcandles at the property line of the neighboring residential area.
- E. In addition to meeting all the requirements of Article 11, anticipated trip generation for a data center shall be based on the latest published ITE manual calculations. Data Centers shall not be converted to any use that exceeds the approved Transportation Improvement Study (TIS) or equivalent study, for the site unless another TIS or equivalent study is completed and approved in accordance with all other applicable provisions of this Chapter.
- F. Open-loop or once-through cooling is prohibited unless reclaimed water is used.
- G. All generators shall be Tier IV or utilize natural gas with Selective Catalytic Reduction (SCR) systems. The Department may permit applicants to substitute other technologies that the applicant can demonstrate as being more efficient and have less impact on the environment.
- H. Any energy storage system utilized for this use shall be a Battery Energy Storage System (“BESS”). The Department may permit applicants to substitute other technologies that the applicant can demonstrate as being more efficient and have less impact on the environment. Energy storage systems must employ fire-safe technologies as determined and approved by the State Fire Marshall’s Office.

- 187 I. All new or expanded facilities shall submit documentation outlining the operation
188 of the building as a LEED Gold or equivalent certification and providing the Total
189 Usage Efficiency ("TUE"), the comprehensive metric for evaluating the overall
190 energy efficiency of a system considering both the energy used by the IT
191 equipment and the supporting infrastructure, with a minimum TUE of 1.15 must
192 be provided unless operational issues are documented and accepted to vary this
193 minimum.
- 194
- 195 J. All data centers must be designed for future integration with onsite or communal
196 microgrid components that include various energy generation sources, energy
197 storage systems, a distribution network, a control system, and metering/billing
198 systems.
- 199
- 200 K. Applicants must submit a statement of coordination with the local electric utility
201 and demonstrate the availability of sufficient grid capacity, or provide onsite
202 generation that meets or exceeds projected load.
- 203
- 204 L. Applicants must submit a statement of coordination with DNREC Water Allocation
205 Program and Water Supply Coordinating Council and demonstrate the availability
206 of sufficient water supply to meet or exceed projected water use.
- 207
- 208 M. Data Centers must comply with all State and Federal requirements including but
209 not limited to water supply coordination, cooling water discharges, emission
210 standards, and air quality monitoring.
- 211
- 212 N. Abandonment.
- 213
- 214 1. The operator or property owner shall provide written notice to the Department
215 whenever the Data Center is out of active operation for more than six (6)
216 months. Any Data Center that ceases to operate for one (1) year or longer is
217 considered abandoned.
- 218
- 219 2. The operator or property owner shall either recommence operation and
220 schedule a site inspection with the Department to verify that all use
221 requirements are still intact or shall remove all equipment and systems within
222 six (6) months of being considered abandoned.
- 223
- 224 3. Within two (2) years of being considered abandoned, the Data Center site
225 shall be either restored to its predevelopment condition and inspected by the
226 Department, or the property owner shall submit a land use application
227 consistent with this Chapter to establish a new use for the site. Failure to
228 comply with the requirements of this section shall authorize, but not require,
229 the County to remove the Data Center and, when abandoned, restore the site
230 to its predevelopment condition and charge the property owner as set forth
231 in Subsection O. below.
- 232
- 233 O. Financial assurance. Prior to issuance of a building permit, the operator or
234 property owner shall provide a bond, surety, letter of credit, or other financial
assurance in a form and amount acceptable to the Department to secure

235 payment of one hundred (100) percent of the anticipated cost of removal of all
236 associated site improvements and restoration of the site to its predevelopment
237 condition when the Data Center has been abandoned. Financial assurances for
238 Data Centers are subject to the following:

- 239
- 240 1. The applicant shall provide a decommissioning report that includes the
241 following components:
- 242
- 243 a. An inventory of components installed on the site.
- 244
- 245 b. Expected lifetime of the facility.
- 246
- 247 c. Decommissioning sequence.
- 248
- 249 d. Decommissioning cost estimate based on RSMeans or other software or
250 methodology approved by the Department.
- 251
- 252 2. The financial assurance shall remain in full force and effect while the Data
253 Center remains in place and operating, and shall be renewed every five (5)
254 years and revised as necessary to adjust for inflation and any change in the
255 cost for decommissioning.
- 256
- 257 P. Annual Report, Enforcement and Compliance. The operator of the Data Center
258 shall supply an annual report, as found in Appendix 9, to the Department
259 indicating compliance with all applicable local, state and federal regulations. The
260 Department shall reserve the right to request additional information and establish
261 and update procedures for inspections, monitoring, and enforcement of
262 compliance with this section. Non-compliant facilities will be subject to Division
263 40.31.900 or any other remedy available.

264 **Section 4. New Castle County Code Chapter 40 ("Unified Development Code"),**
265 **Article 33 ("Definitions"), Section 40.33.270 ("Industrial Uses") is hereby amended by**
266 **adding the material that is underscored and deleting the material that is stricken, as set**
267 **forth below.**

268

269 A. Compost operations (NAICS 325314). ...

270

271 B. Data Center. A facility composed of networked computers, servers, storage systems,
272 and telecommunications equipment used for data processing, storage, and
273 distribution (NAICS 518210).

274

275 ~~C~~ B. *Extraction.* ...

276

277 ~~D~~ G. *Heavy industry.* ...

278

279 ~~E~~ D. *Light industry.* ...

280

281 ~~F~~ E. *Recycling or .* ...

282

283 G F . *Solar energy system, large scale.* ...

284
285 H G . *Utility, major.* ...

286
287 I H . *Utility, minor.* ...

288
289 J I . *Utilities, maintenance facilities.* ...

290
291 **Section 5. New Castle County Code Chapter 40** (“Unified Development Code”),
292 Article 33 (“Definitions”), Section 40.33.300 (“General Definitions”) is hereby amended by
293 adding the material that is underscored and deleting the material that is stricken, as set
294 forth below.

295
296 *Abandonment.* ...

297
298 *Closed channel.* A conveyance system not open to the atmosphere (usually, but
299 not always, pipe).

300
301 *Closed-Loop Cooling System.* A Closed-Loop Cooling System is one where the
302 cooling medium is contained within a piping circuit for reuse.

303
304 *Coastal high hazard area or special flood hazard area subject to high velocity wave*
305 *action.* ...

306
307 *Opacity.* The measurement of the screening effectiveness of a bufferyard or fence
308 expressed as the percent of vision that the screen blocks.

309
310 *Open-Loop Cooling System or Once-Through Cooling System.* An Open-Loop
311 Cooling System is one with a cooling method in which water is withdrawn from a surface,
312 groundwater, or public supply source, passed through heat-exchange equipment to
313 absorb heat, and the effluent is then discharged to a surface water body, re-injected into
314 the ground, or discharged into a wastewater treatment system. Open-loop systems
315 typically rely on continuous withdrawals and discharges, frequently resulting in greater
316 thermal or environmental impacts including higher consumptive use of water resources.

317
318 *Reclaimed Water.* Water that has been treated to meet specific quality standards,
319 making it safe for a beneficial reuse. This can include treated effluent from wastewater
320 treatment facilities and remediation activities.

321
322 *Open space.* ...

323 **Section 6. Consistent with Comprehensive Development Plan.** New Castle
324 County Council finds that the provisions of this Ordinance are consistent with the spirit
325 and intent of the New Castle County Comprehensive Development Plan.

326
327 **Section 7. Inconsistent Ordinances and Resolutions Repealed.** All ordinances
328 or parts of ordinances and all resolutions or parts of resolutions that may be in conflict
329 herewith are hereby repealed except to the extent they remain applicable to land use

330 matters reviewed under previous Code provisions as provided in Chapter 40 of the *New*
331 *Castle County Code*.
332

333 **Section 8. Severability.** The provisions of this Ordinance shall be severable. If
334 any provision of this Ordinance is found by any court of competent jurisdiction to be
335 unconstitutional or void, the remaining provisions of this Ordinance shall remain valid,
336 unless the court finds that that the valid provisions of this Ordinance are so essentially
337 and inseparably connected with, and so dependent upon, the unconstitutional or void
338 provision that it cannot be presumed that County Council would have enacted the
339 remaining valid provisions, without the unconstitutional or void one, or unless the court
340 finds that the remaining valid provisions, standing alone, are incomplete and incapable of
341 being executed in accordance with the County Council's intent. If any provision of this
342 Ordinance or any zoning map or portion thereof is found to be unconstitutional or void, all
343 applicable former ordinances, resolutions, zoning maps or portions thereof shall become
344 applicable and shall be considered as continuations thereof and not as new enactments
345 regardless if severability is possible.
346

347 **Section 9. Effective Date.** This Ordinance shall become effective immediately
348 upon its adoption by County Council and approval by the County Executive or as
349 otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus A. Henry
County Executive
of New Castle County

SYNOPSIS: The following is a summary of the revisions contained in this Ordinance broken down by *New Castle County Code* Division or Section number.

Sec. 40.03.110. This amendment updates the use table to establish which zoning districts permit the Data Center as a Special Use.

Sec. 40.03.210. This amendment updates the Limited and Special Use Standards Table to include Data Center uses.

Sec. 40.03.333. This amendment updates references to the definition of Light Industrial uses based on changes proposed to Section 40.33.270.

Sec. 40.03.340. This amendment updates references to the definition of Heavy Industry uses based on changes proposed to Section 40.33.270.

Sec. 40.03.343. This amendment includes Special Use standards for Data Center uses.

Section 40.33.270. This amendment defines Data Center uses.

Substitute No. 1. The following changes were included in Substitute No. 1:

Sec. 40.03.110. This amendment further updates the use table to establish which zoning districts permit the Data Center as a Special Use.

Sec. 40.03.343. This amendment clarifies that Data Centers must comply with State and Federal regulations and allows the Department to permit applicants to substitute other technologies that the applicant has demonstrated as being more efficient and have less impact on the environment. This amendment also includes decommissioning, abandonment, and financial assurance provisions for Data Centers.

Section 40.33.300. This amendment defines Closed-Loop Cooling Systems, Open-Loop Cooling Systems, and Reclaimed Water.

Substitute No. 2. The following changes are included in Substitute No. 2:

Sec. 40.03.210. This amendment references Section 40.03.343.B regarding the distancing requirements between Data Center Structures and protected uses.

Sec. 40.03.343. This amendment clarifies that the noise level restrictions are for noises generated by the Data Center and accessory uses. This amendment also allows the Department to approve Data Center structures and accessory uses located less than 1,000 ft. from a residential zoning district, provided that noise levels generated do not exceed the allowable noise levels permitted in Chapter 22 of the *New Castle County Code*, provided however, that no portion of the proposed data center building or accessory uses shall be within 500 ft. of a residential zoning district line.

This amendment changes the effective date of the ordinance to be the date that the ordinance is adopted by County Council and approved by the County Executive or as otherwise provided in 9 *Del. C.* § 1156.

FISCAL NOTE: This Ordinance will have no discernable fiscal impact.

Prime Sponsor(s): Mr. Carter
Co-sponsor(s): Mr. Caneco, Mr. Tackett
Ms. Durham, Mr. Cartier

Date of Introduction: August 5, 2025

SUBSTITUTE NO. 1 TO ORDINANCE NO. 25-101

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 40 (“UNIFIED DEVELOPMENT CODE”), ARTICLE 3 (“USE REGULATIONS”) AND ARTICLE 33 (“DEFINITIONS”) TO ESTABLISH STANDARDS FOR THE REVIEW, SITING, AND OPERATIONS OF DATA CENTERS

1 **WHEREAS**, New Castle County has received an unprecedented proposal for a
2 large-scale data center campus, totaling approximately 6 million square feet; and
3

4 **WHEREAS**, the County currently lacks comprehensive, specific zoning and
5 development regulations tailored to the unique infrastructure demands, environmental
6 impacts, and operational characteristics of hyperscale data centers; and
7

8 **WHEREAS**, data centers are distinct from other industrial and commercial uses
9 due to their high energy consumption, large-scale backup power systems, significant
10 water usage, and potential impacts on surrounding communities through noise, heat, and
11 traffic; and
12

13 **WHEREAS**, technological advancements have precipitated the growth of data
14 centers nationwide, expediting the need for provisions to guide responsible development
15 and mitigate impacts; and
16

17 **WHEREAS**, it is in the public interest to proactively regulate data center
18 development to ensure compatibility with surrounding land uses and to protect the health,
19 safety, and welfare of New Castle County residents; and
20

21 **WHEREAS**, data centers share many characteristics with heavy industry,
22 particularly in terms of energy consumption, building scale, and noise leading to zoning
23 and classification complexities best handled as a separate category of use; and
24

25 **WHEREAS**, the County seeks to encourage economic development while also
26 preserving community character, promoting sustainability, safeguarding public
27 infrastructure capacity, and minimizing land use conflicts; and
28

29 **WHEREAS**, Data Centers are unique land uses that involve large-scale electrical
30 infrastructure, water-intensive cooling systems, and extensive impervious coverage; and
31

32 **WHEREAS**, Data Centers typically utilize backup diesel generators, aboveground
33 and underground fuel storage tanks, cooling towers, and large volumes of electronic and
34 battery equipment that may pose environmental, public health, and safety risks if left
35 abandoned or unmaintained; and

36 **WHEREAS**, advances in information technology, server design, and power
37 delivery may cause individual Data Center facilities to become obsolete within a relatively
38 short operating lifespan, resulting in the risk of abandonment of specialized facilities that
39 are not easily adapted to other uses; and
40

41 **WHEREAS**, the County has a responsibility to protect public health, safety, and
42 welfare by ensuring that abandoned or obsolete facilities are properly removed and that
43 sites are restored to a safe and stable condition; and
44

45 **WHEREAS**, financial assurance requirements for decommissioning are a well-
46 established land use tool in other industries with significant environmental or
47 infrastructure impacts, including telecommunications towers, wind and solar energy
48 projects, and mining operations; and
49

50 **WHEREAS**, requiring a Decommissioning Plan and associated financial
51 assurance for Data Centers will ensure that the County and its taxpayers are not
52 burdened with the cost of restoring sites and remediating environmental impacts in the
53 event of abandonment; and
54

55 **WHEREAS**, County Council intends that the pending ordinance doctrine apply to
56 restrict the acceptance of land development applications submitted after the introduction
57 of this Ordinance that would otherwise be prohibited by the provisions of this Ordinance;
58 and
59

60 **WHEREAS**, County Council has determined that the provisions of this Ordinance
61 substantially advance, and are reasonably and rationally related to legitimate government
62 interests.
63

64 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
65

66 **Section 1.** *New Castle County Code* Chapter 40 (“Unified Development Code”),
67 Article 3 (“Use Regulations”), Division 40.03.110 (“Use Regulations”) is hereby amended
68 by adding the material that is underscored and deleting the material that is stricken, as
69 set forth below.
70

71 **Sec. 40.03.110. – Use table.**
72

73 Table 40.03.110 lists the type of uses permitted in each district. Refer to Division
74 40.33.200 for definitions of the various use categories and their components. Should a
75 use not be identified in Table 40.03.110, an interpretation pursuant to Section 40.31.520
76 can be requested. Table 40.03.522 lists the specific parking requirements for several
77 general uses listed in Table 40.03.110. Limited and special use standards are contained
78 in Table 40.03.210 and Division 40.03.300. See Article 4 for district, lot, bulk and other
79 standards.

Table 40.03.110A. General Use Table									Table 40.03.110B. General Use Table								Table 40.03.110C. General Use Table	
Zoning District (Urban and Suburban-Transition Character) Y=permitted, N=prohibited, L=limited review, S=special use review, A=accessory									Zoning District (Suburban and Special Character)								Additional Standards (all districts)	
Land Use	TN *	ST	MM	ON	OR	CR	BP	I	CN	S ***	SE	NC **	HI	EX	SR	P	Parking	Limited & Special Use Standards
Agricultural									Agricultural								Agricultural ...	
Industrial Uses									Industrial Uses								Industrial Uses	
Compost operations	N	N	N	N	N	N	N	L	N	N	N	N	L	L	S	N	Table 40.03.522	Section 40.03.336
<u>Data Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>Table 40.03.522</u>	<u>Table 40.03.210</u> <u>Section 40.03.343</u>
Extraction	N	N	N	N	N	N	N	N	N	N	N	N	N	L	N	N	Table 40.03.522	Section 40.03.324 and Table 40.03.210 ...

82 **Section 2.** *New Castle County Code* Chapter 40 (“Unified Development Code”),
83 Article 3 (“Use Regulations”), Section 40.03.210 (“Buffering, location, bulk and scale
84 standards”), is hereby amended by adding the material that is underscored and deleting
85 the material that is stricken, as set forth below.

86
87 **Sec. 40.03.210. - Buffering, location, bulk and scale standards.**

88
89 Table 40.03.210 provides standards that increase the degree of buffering, govern the
90 location, and reduce the bulk or scale of limited or special uses. The meaning of the
91 different categories contained in the Table is established as follows:

92
93 A. *Location.* ...

94
95 K. *Other.* ...

Table 40.03.210A. Limited and Special Use Standards						Table 40.03.210B. Limited and Special Use Standards						Table 40.03.210C. Limited and Special Use Standards
	Buffer Standards					Locational or Dimensional Standards						Additional Standards
	Bufferyards			Separation		Minimum				Maximum		
Land Use	Location	Increase Opacity or Width	Fence or Berm	Use Protected	Distance from Use to protected parcel	Spacing	Site Area	Road Access	Open Space	Lot Area	Height	Other
Agricultural ...						Agricultural						Agricultural ...
Industrial Uses						Industrial Uses						Industrial Uses
Compost operations												Section 40.03.336
<u>Data Centers</u>	<u>Within 1,000 feet of a residentially zoned parcel or parcel with an established daycare center or school</u>	<u>0.4</u>	<u>Minimum 8 ft. berm</u>	<u>Residential and established daycare center and schools</u>	<u>1,000 ft.*</u>							<u>See Section 40.03.343</u> <u>*At least 1,000 ft. as measured to any building or structure</u>
Extraction	All	0.8 (150 ft.)	8 ft. berm	Residential	100 ft. *		25 ac.					Section 40.03.324 * 100' for Recreation, High Intensity Uses ...

Section 3. *New Castle County Code* Chapter 40 (“Unified Development Code”), Article 3 (“Use Regulations”), Division 40.03.300 (“Additional limited and special use standards”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.03.333. - Light Industry uses in OR and CR zoning districts.

- A. Light Industry uses as defined in Subsection 40.33.270.~~E~~ D are considered Limited Uses in the OR zoning district, except that the following uses require a special use permit:

Sec. 40.03.340. - Multifamily conversion.

Multifamily conversions are intended to facilitate and encourage the redevelopment of existing office and commercial sites and increase the diversity in housing opportunities in the county where supporting infrastructure exists. The following requirements apply to all multifamily conversions:

- A. A multifamily conversion is not permitted on a parcel that is within one thousand (1,000) feet of a heavy industry zoned parcel or a parcel with a heavy industry use as defined in Subsection 40.33.270.~~G~~ D.

Sec. 40.03.343. – Data Centers.

In addition to the requirements of Section 40.31.430, the following requirements apply to any data center development or the cumulative expansions of existing data center in excess of 20,000 square feet:

- A. The site shall be designed to minimize noise impact on neighboring residential properties and shall not exceed 55 dB(A) or dB(C) at the sending property line. A noise study shall be submitted to evaluate this impact and to verify consistency with Chapter 22 of the *New Castle County Code* and the study shall include all generators and any other equipment that will be utilized on the site as part of the calculation.
- B. No portion of the proposed data center building or accessory uses shall be within 1,000 ft. from any residential zoning district.
- C. Except for lot lines along an existing office or industrial park or adjacent to an existing industrial use, the bufferyards, street trees, berming and landscaping shall be upgraded, where appropriate to mask the development. The buildings shall meet the requirements for large industrial structures in Section 40.26.260.
- D. Lighting shall be designed so that there is zero (0) footcandles at the property line of the neighboring residential area.
- E. In addition to meeting all the requirements of Article 11, anticipated trip generation for a data center shall be based on the latest published ITE manual calculations. Data Centers shall not be converted to any use that exceeds the

approved Transportation Improvement Study (TIS) or equivalent study, for the site unless another TIS or equivalent study is completed and approved in accordance with all other applicable provisions of this Chapter.

- F. Open-loop or once-through cooling is prohibited unless reclaimed water is used.
- G. All generators shall be Tier IV or utilize natural gas with Selective Catalytic Reduction (SCR) systems. The Department may permit applicants to substitute other technologies that the applicant can demonstrate as being more efficient and have less impact on the environment.
- H. Any energy storage system utilized for this use shall be a Battery Energy Storage System ("BESS"). The Department may permit applicants to substitute other technologies that the applicant can demonstrate as being more efficient and have less impact on the environment. Energy storage systems must employ fire-safe technologies as determined and approved by the State Fire Marshall's Office.
- I. All new or expanded facilities shall submit documentation outlining the operation of the building as a LEED Gold or equivalent certification and providing the Total Usage Efficiency ("TUE"), the comprehensive metric for evaluating the overall energy efficiency of a system considering both the energy used by the IT equipment and the supporting infrastructure, with a minimum TUE of 1.15 must be provided unless operational issues are documented and accepted to vary this minimum.
- J. All data centers must be designed for future integration with onsite or communal microgrid components that include various energy generation sources, energy storage systems, a distribution network, a control system, and metering/billing systems.
- K. Applicants must submit a statement of coordination with the local electric utility and demonstrate the availability of sufficient grid capacity, or provide onsite generation that meets or exceeds projected load.
- L. Applicants must submit a statement of coordination with DNREC Water Allocation Program and Water Supply Coordinating Council and demonstrate the availability of sufficient water supply to meet or exceed projected water use.
- M. Data Centers must comply with all State and Federal requirements including but not limited to; water supply coordination, cooling water discharges, emission standards, and air quality monitoring.
- N. Abandonment.
 - 1. The operator or property owner shall provide written notice to the Department whenever the Data Center is out of active operation for more than six (6) months. Any Data Center that ceases to operate for one (1) year or longer is considered abandoned.

- 195 2. The operator or property owner shall either recommence operation and
196 schedule a site inspection with the Department to verify that all use
197 requirements are still intact or shall remove all equipment and systems
198 within six (6) months of being considered abandoned.
199
200 3. Within two (2) years of being considered abandoned, the Data Center site
201 shall be either restored to its predevelopment condition and inspected by
202 the Department, or the property owner shall submit a land use application
203 consistent with this Chapter to establish a new use for the site. Failure to
204 comply with the requirements of this section shall authorize, but not require,
205 the County to remove the Data Center and, when abandoned, restore the
206 site to its predevelopment condition and charge the property owner as set
207 forth in Subsection O. below.
208

209 O. Financial assurance. Prior to issuance of a building permit, the operator or
210 property owner shall provide a bond, surety, letter of credit, or other financial
211 assurance in a form and amount acceptable to the Department to secure
212 payment of one hundred (100) percent of the anticipated cost of removal of all
213 associated site improvements and restoration of the site to its predevelopment
214 condition when the Data Center has been abandoned. Financial assurances for
215 Data Centers are subject to the following:
216

- 217 1. The applicant shall provide a decommissioning report that includes the
218 following components:
219
220 a. An inventory of components installed on the site.
221
222 b. Expected lifetime of the facility.
223
224 c. Decommissioning sequence.
225
226 d. Decommissioning cost estimate based on RSMeans or other software or
227 methodology approved by the Department.
228
229 2. The financial assurance shall remain in full force and effect while the Data
230 Center remains in place and operating, and shall be renewed every five (5)
231 years and revised as necessary to adjust for inflation and any change in the
232 cost for decommissioning.
233

234 P. Annual Report, Enforcement and Compliance. The operator of the Data Center
235 shall supply an annual report, as found in Appendix 9, to the Department
236 indicating compliance with all applicable local, state and federal regulations. The
237 Department shall reserve the right to request additional information and establish
238 and update procedures for inspections, monitoring, and enforcement of
239 compliance with this section. Non-compliant facilities will be subject to Division
240 40.31.900 or any other remedy available.

Section 4. New Castle County Code Chapter 40 (“Unified Development Code”), Article 33 (“Definitions”), Section 40.33.270 (“Industrial Uses”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

A. Compost operations (NAICS 325314). ...

B. Data Center. A facility composed of networked computers, servers, storage systems, and telecommunications equipment used for data processing, storage, and distribution (NAICS 518210).

C B. Extraction. ...

D G. Heavy industry. ...

E D. Light industry. ...

F E. Recycling or

G F. Solar energy system, large scale. ...

H G. Utility, major. ...

I H. Utility, minor. ...

J I. Utilities, maintenance facilities. ...

Section 5. New Castle County Code Chapter 40 (“Unified Development Code”), Article 33 (“Definitions”), Section 40.33.300 (“General Definitions”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Abandonment. ...

Closed channel. A conveyance system not open to the atmosphere (usually, but not always, pipe).

Closed-Loop Cooling System. A Closed-Loop Cooling System is one where the cooling medium is contained within a piping circuit for reuse.

Coastal high hazard area or special flood hazard area subject to high velocity wave action. ...

Opacity. The measurement of the screening effectiveness of a bufferyard or fence expressed as the percent of vision that the screen blocks.

Open-Loop Cooling System or Once-Through Cooling System. An Open-Loop Cooling System is one with a cooling method in which water is withdrawn from a surface, groundwater, or public supply source, passed through heat-exchange equipment to absorb heat, and the effluent is then discharged to a surface water body, re-injected into

the ground, or discharged into a wastewater treatment system. Open-loop systems typically rely on continuous withdrawals and discharges, frequently resulting in greater thermal or environmental impacts including higher consumptive use of water resources.

Reclaimed Water. Water that has been treated to meet specific quality standards, making it safe for a beneficial reuse. This can include treated effluent from wastewater treatment facilities and remediation activities.

Open space. ...

Section 6. Consistent with Comprehensive Development Plan. New Castle County Council finds that the provisions of this Ordinance are consistent with the spirit and intent of the New Castle County Comprehensive Development Plan.

Section 7. Inconsistent Ordinances and Resolutions Repealed. All ordinances or parts of ordinances and all resolutions or parts of resolutions that may be in conflict herewith are hereby repealed except to the extent they remain applicable to land use matters reviewed under previous Code provisions as provided in Chapter 40 of the *New Castle County Code*.

Section 8. Severability. The provisions of this Ordinance shall be severable. If any provision of this Ordinance is found by any court of competent jurisdiction to be unconstitutional or void, the remaining provisions of this Ordinance shall remain valid, unless the court finds that that the valid provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the unconstitutional or void provision that it cannot be presumed that County Council would have enacted the remaining valid provisions, without the unconstitutional or void one, or unless the court finds that the remaining valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the County Council's intent. If any provision of this Ordinance or any zoning map or portion thereof is found to be unconstitutional or void, all applicable former ordinances, resolutions, zoning maps or portions thereof shall become applicable and shall be considered as continuations thereof and not as new enactments regardless whether severability is possible.

Section 9. Effective Date. Upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156, this Ordinance is effective retroactive to introduction thereof on August 5, 2025, which is the date notice was provided that this Ordinance would be pending. Council Rule 2.2.6 notwithstanding, it is the express legislative intent that the provisions of this Ordinance apply to all land use applications submitted to New Castle County after August 5, 2025. Council expressly waives the provisions of Council Rule 2.2.6 for this Ordinance. Furthermore, it is the intent of County Council that this Ordinance is also subject to the *pending ordinance doctrine* as articulated in *Covington v. Bd. of Adjustment of Rehoboth Beach*, 2016 WL 7242581, at *5 (Del. Super. Dec. 14, 2016), *aff'd*, 170 A.3d 779 (Del. 2017), and other precedent.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus A. Henry
County Executive
of New Castle County

SYNOPSIS: The following is a summary of the revisions contained in this Ordinance broken down by *New Castle County Code* Division or Section number.

Sec. 40.03.110. This amendment updates the use table to establish which zoning districts permit the Data Center as a Special Use.

Sec. 40.03.210. This amendment updates the Limited and Special Use Standards Table to include Data Center uses.

Sec. 40.03.333. This amendment updates references to the definition of Light Industrial uses based on changes proposed to Section 40.33.270.

Sec. 40.03.340. This amendment updates references to the definition of Heavy Industry uses based on changes proposed to Section 40.33.270.

Sec. 40.03.343. This amendment includes Special Use standards for Data Center uses.

Section 40.33.270. This amendment defines Data Center uses.

Substitute No. 1. The following changes are included in Substitute No. 1:

Sec. 40.03.110. This amendment further updates the use table to establish which zoning districts permit the Data Center as a Special Use.

Sec. 40.03.343. This amendment clarifies that Data Centers must comply with State and Federal regulations and allows the Department to permit applicants to substitute other technologies that the applicant has demonstrated as being more efficient and have less impact on the environment. This amendment also includes decommissioning, abandonment, and financial assurance provisions for Data Centers.

Section 40.33.300. This amendment defines Closed-Loop Cooling Systems, Open-Loop Cooling Systems, and Reclaimed Water.

This amendment clarifies the effective date in accordance with Delaware's *Pending Ordinance Doctrine*.

FISCAL NOTE: This Ordinance will have no discernable fiscal impact.

Prime Sponsor(s): Mr. Carter
Co-sponsor(s): Mr. Caneco, Mr. Toole,
Ms. Durham, Mr. Cartier
Mr. Hollins, Mr. Tackett
Date of introduction: August 5, 2025

ORDINANCE NO. 25-101

TO AMEND NEW CASTLE COUNTY CODE CHAPTER 40 (“UNIFIED DEVELOPMENT CODE”), ARTICLE 3 (“USE REGULATIONS”) AND ARTICLE 33 (“DEFINITIONS”) TO ESTABLISH STANDARDS FOR THE REVIEW, SITING, AND OPERATIONS OF DATA CENTERS

1 **WHEREAS**, New Castle County has received an unprecedented proposal for a large-
2 scale data center campus, totaling approximately 6 million square feet; and
3

4 **WHEREAS**, the County currently lacks comprehensive, specific zoning and
5 development regulations tailored to the unique infrastructure demands, environmental
6 impacts, and operational characteristics of hyperscale data centers; and
7

8 **WHEREAS**, data centers are distinct from other industrial and commercial uses due
9 to their high energy consumption, large-scale backup power systems, significant water
10 usage, and potential impacts on surrounding communities through noise, heat, and traffic;
11 and
12

13 **WHEREAS**, technological advancements have precipitated the growth of data
14 centers nationwide, expediting the need for provisions to guide responsible development
15 and mitigate impacts; and
16

17 **WHEREAS**, it is in the public interest to proactively regulate data center development
18 to ensure compatibility with surrounding land uses and to protect the health, safety, and
19 welfare of New Castle County residents; and
20

21 **WHEREAS**, data centers share many characteristics with heavy industry, particularly
22 in terms of energy consumption, building scale, and noise leading to zoning and
23 classification complexities best handled as a separate category of use; and
24

25 **WHEREAS**, the County seeks to encourage economic development while also
26 preserving community character, promoting sustainability, safeguarding public infrastructure
27 capacity, and minimizing land use conflicts; and
28

29 **WHEREAS**, County Council has determined that the provisions of this Ordinance
30 substantially advance, and are reasonably and rationally related to legitimate government
31 interests.
32

33 **NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:**
34

35 **Section 1.** *New Castle County Code Chapter 40 (“Unified Development Code”),*
36 *Article 3 (“Use Regulations”), Division 40.03.110 (“Use Regulations”) is hereby amended by*
37 *adding the material that is underscored and deleting the material that is stricken, as set forth*
38 *below.*

Sec. 40.03.110. – Use table.

Table 40.03.110 lists the type of uses permitted in each district. Refer to Division 40.33.200 for definitions of the various use categories and their components. Should a use not be identified in Table 40.03.110, an interpretation pursuant to Section 40.31.520 can be requested. Table 40.03.522 lists the specific parking requirements for several general uses listed in Table 40.03.110. Limited and special use standards are contained in Table 40.03.210 and Division 40.03.300. See Article 4 for district, lot, bulk and other standards.

Table 40.03.110A. General Use Table									Table 40.03.110B. General Use Table								Table 40.03.110C. General Use Table	
Zoning District (Urban and Suburban-Transition Character) Y=permitted, N=prohibited, L=limited review, S=special use review, A=accessory									Zoning District (Suburban and Special Character)								Additional Standards (all districts)	
Land Use	TN *	ST	MM	ON	OR	CR	BP	I	CN	S ***	SE	NC **	HI	EX	SR	P	Parking	Limited & Special Use Standards
Agricultural									Agricultural								Agricultural ...	
Industrial Uses									Industrial Uses								Industrial Uses	
Compost operations	N	N	N	N	N	N	N	L	N	N	N	N	L	L	S	N	Table 40.03.522	Section 40.03.336
<u>Data Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>S</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Table 40.03.522</u>	<u>Table 40.03.210</u> <u>Section 40.03.343</u>
Extraction	N	N	N	N	N	N	N	N	N	N	N	N	N	L	N	N	Table 40.03.522	Section 40.03.324 and Table 40.03.210 ...

49 **Section 2. New Castle County Code Chapter 40** (“Unified Development Code”),
50 Article 3 (“Use Regulations”), Section 40.03.210 (“Buffering, location, bulk and scale
51 standards”), is hereby amended by adding the material that is underscored and deleting
52 the material that is stricken, as set forth below.

53
54 **Sec. 40.03.210. - Buffering, location, bulk and scale standards.**

55
56 Table 40.03.210 provides standards that increase the degree of buffering, govern the
57 location, and reduce the bulk or scale of limited or special uses. The meaning of the
58 different categories contained in the Table is established as follows:

59
60 A. *Location.* ...

61
62 K. *Other.* ...

Table 40.03.210A. Limited and Special Use Standards						Table 40.03.210B. Limited and Special Use Standards						Table 40.03.210C. Limited and Special Use Standards
	Buffer Standards					Locational or Dimensional Standards						Additional Standards
	Bufferyards			Separation		Minimum				Maximum		
Land Use	Location	Increase Opacity or Width	Fence or Berm	Use Protected	Distance from Use to protected parcel	Spacing	Site Area	Road Access	Open Space	Lot Area	Height	Other
Agricultural ...						Agricultural						Agricultural ...
Industrial Uses						Industrial Uses						Industrial Uses
Compost operations												Section 40.03.336
<u>Data Centers</u>	<u>Within 1,000 feet of a residentially zoned parcel or parcel with an established daycare center or school</u>	<u>0.4</u>	<u>Minimum 8 ft. berm</u>	<u>Residential and schools</u>	<u>1,000 ft.</u>							<u>See Section 40.03.343 *1,000 as measured to any building or structure</u>
Extraction	All	0.8 (150 ft.)	8 ft. berm	Residential	100 ft. *		25 ac.					Section 40.03.324 * 100' for Recreation, High Intensity Uses ...

Section 3. *New Castle County Code* Chapter 40 (“Unified Development Code”), Article 3 (“Use Regulations”), Division 40.03.300 (“Additional limited and special use standards”) is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

Sec. 40.03.333. - Light Industry uses in OR and CR zoning districts.

- A. Light Industry uses as defined in Subsection 40.33.270.~~E~~ D are considered Limited Uses in the OR zoning district, except that the following uses require a special use permit:

Sec. 40.03.340. - Multifamily conversion.

Multifamily conversions are intended to facilitate and encourage the redevelopment of existing office and commercial sites and increase the diversity in housing opportunities in the county where supporting infrastructure exists. The following requirements apply to all multifamily conversions:

- A. A multifamily conversion is not permitted on a parcel that is within one thousand (1,000) feet of a heavy industry zoned parcel or a parcel with a heavy industry use as defined in Subsection 40.33.270.~~E~~ D.

Sec. 40.03.343. – Data centers.

In addition to the requirements of Section 40.31.430, the following requirements apply to any data center development and/or the cumulative expansions of existing data center in excess of 20,000 square feet:

- A. The site shall be designed to minimize noise impact on neighboring residential properties and shall not exceed 55 dB(A) at the sending property line. A noise study shall be submitted to evaluate this impact and to verify consistency with Chapter 22 of the *New Castle County Code* and the study shall include all generators and any other equipment that will be utilized on the site as part of the calculation.
- B. No portion of the proposed data center building or accessory uses shall be within 1,000 ft. from any residential zoning district.
- C. Except for lot lines along an existing office or industrial park or adjacent to an existing industrial use, the bufferyards, street trees, berming and landscaping shall be upgraded, where appropriate to mask the development. The buildings shall meet the requirements for large industrial structures in Section 40.26.260.
- D. Lighting shall be designed so that there is zero (0) footcandles at the property line of the neighboring residential area.
- E. In addition to meeting all the requirements of Article 11, anticipated trip generation for a data center shall be based on the latest published ITE manual

calculations. Data Centers shall not be converted to any use that exceeds the approved Transportation Improvement Study (TIS) or equivalent study, for the site unless another TIS or equivalent study is completed and approved in accordance with all other provisions of the Chapter.

- F. Open-loop or once-through cooling is prohibited unless reclaimed water is used.
- G. All generators shall be Tier IV or utilize natural gas with Selective Catalytic Reduction (SCR) systems unless the applicant can demonstrate another technology that is more efficient with less impact on the environment.
- H. Any energy storage system utilized for this use shall be a Battery Energy Storage System ("BESS") unless the applicant can demonstrate another technology that is more efficient with less impact on the environment and must employ fire-safe technologies as determined and approved by the State Fire Marshall's Office.
- I. All new or expanded facilities shall submit documentation outlining the operation of the building as a LEED Gold or equivalent certification and providing the Total Usage Efficiency ("TUE"), the comprehensive metric for evaluating the overall energy efficiency of a system considering both the energy used by the IT equipment and the supporting infrastructure, with a minimum TUE of 1.15 should be provided unless operational issues are documented and accepted to vary this minimum.
- J. All data centers must be designed for future integration with onsite or communal microgrid components that include various energy generation sources, energy storage systems, a distribution network, a control system, and metering/billing systems.
- K. Applicants must submit a statement of coordination with the local electric utility and demonstrate the availability of sufficient grid capacity, or provide onsite generation that meets or exceeds projected load.
- L. Annual Report, Enforcement and Compliance. The operator of the data center shall supply an annual report, as found in Appendix 9, to the Department of Land Use indicating compliance with all applicable local, state and federal regulations. Land Use shall retain the right to request additional information and establish procedures for inspections, monitoring, and enforcement of compliance with this section. Non-compliant facilities will be subject to Division 40.31.900 and/or any other remedy available.

Section 4. New Castle County Code Chapter 40 ("Unified Development Code"), Article 33 ("Definitions"), Section 40.33.270 is hereby amended by adding the material that is underscored and deleting the material that is stricken, as set forth below.

- A. Compost operations (NAICS 325314). ...

B. *Data Center.* A facility composed of networked computers, servers, storage systems, and telecommunications equipment used for data processing, storage, and distribution (NAICS 518210).

C. *B. Extraction.* ...

D. *C. Heavy industry.* ...

E. *D. Light industry.* ...

F. *E. Recycling or.* ...

G. *F. Solar energy system, large scale.* ...

H. *G. Utility, major.* ...

I. *H. Utility, minor.* ...

J. *I. Utilities, maintenance facilities.* ...

Section 5. Consistent with Comprehensive Development Plan. New Castle County Council finds that the provisions of this Ordinance are consistent with the spirit and intent of the New Castle County Comprehensive Development Plan.

Section 6. Inconsistent Ordinances and Resolutions Repealed. All ordinances or parts of ordinances and all resolutions or parts of resolutions that may be in conflict herewith are hereby repealed except to the extent they remain applicable to land use matters reviewed under previous Code provisions as provided in Chapter 40 of the *New Castle County Code*.

Section 7. Severability. The provisions of this Ordinance shall be severable. If any provision of this Ordinance is found by any court of competent jurisdiction to be unconstitutional or void, the remaining provisions of this Ordinance shall remain valid, unless the court finds that that the valid provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the unconstitutional or void provision that it cannot be presumed that County Council would have enacted the remaining valid provisions, without the unconstitutional or void one, or unless the court finds that the remaining valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the County Council's intent. If any provision of this Ordinance or any zoning map or portion thereof is found to be unconstitutional or void, all applicable former ordinances, resolutions, zoning maps or portions thereof shall become applicable and shall be considered as continuations thereof as not as new enactments regardless if severability is possible.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C. § 1156* and shall only apply to Land Use applications submitted after such date(s) unless the applicant, by written request, agrees to submit to the provisions of this Ordinance.

Adopted by County Council of
New Castle County on:

Monique Williams-Johns
President of County Council
of New Castle County

Approved on:

Marcus A. Henry
County Executive
of New Castle County

SYNOPSIS: The following is a summary of the revisions contained in this Ordinance broken down by *New Castle County Code* Division or Section number.

Sec. 40.03.110. This amendment updates the use table to establish which zoning districts permit the Data Center use as a Special Use.

Sec. 40.03.210. This amendment updates the Limited and Special Use Standards Table to include Data Center uses.

Sec. 40.03.333. This amendment updates references to the definition of Light Industrial uses based on changes proposed to Section 40.33.270.

Sec. 40.03.340. This amendment updates references to the definition of Heavy Industry uses based on changes proposed to Section 40.33.270.

Sec. 40.03.343. This amendment includes Special Use standards for Data Center uses.

Section 40.33.270. This amendment defines Data Center uses.

FISCAL NOTE: This Ordinance will have no discernible fiscal impact.



New Castle County Department of Land Use

DEPARTMENT OF LAND USE
RECOMMENDATION REPORT

Ordinance 25-101
Application 2025-0486-T
Data Centers

October 21, 2025

Sponsor: Councilman David Carter (District 6)

Description: Amending New Castle County Code Chapter 40 ("Unified Development Code"), Article 3 ("Use Regulations"), and Article 33 ("Definitions") to establish standards for the review, siting, and operations of data centers.

EXECUTIVE SUMMARY

The Unified Development Code has had standards for Information Services and data processing (NAICS 51 which include Data Centers) dating back to 1998. Originally Data Centers were considered an Office Use permitted by-right in all non-residential zoning districts. The definition was broadened to also consider Data Centers as a Light Industrial Use, maintaining them as a by-right use in industrial zoning districts (HI & I) after limitations were placed on Office Uses in industrial districts. At the time, based on the size, nature of their operation, and impact on nearby properties, the provisions made sense. Traditionally, Data Centers served as an accessory use to support a principal office use or as an individual industrial use typically within an industrial park. As the technology has changed over the past decade, these facilities began to increase in size and placed additional demands on the infrastructure. The electrical demand for data centers across the United States, alone, well surpasses the full electrical demand for data centers of a decade ago, let alone in 1998. Data Centers, as with many other uses, have evolved over time and as such, regulations for these centers need to be revisited.

Application 2025-0486-T (Ordinance 25-101), is a text amendment to amend New Castle County Code to further define data center uses and set Special Use standards to address the specific challenges identified in other municipalities that have considered and approved modern Data Center facilities. Proposed changes to the ordinance presented as a draft substitute to Ordinance 25-101 incorporate specific feedback from the Public Service Commission, DNREC, and other State Agencies at the PLUS hearing and in subsequent communications. The recommended changes also incorporate important protections identified as best practices in other jurisdictions.

The Department of Land Use has considered the Standards for Text Amendment in Section 40.31.420 of the New Castle County Code and comments received from other agencies and the public. Based on this analysis, the Department recommends **Conditional Approval** of Ordinance 25-101 with the condition that County Council considers the proposed changes in the draft substitute to Ordinance 25-101.

DESCRIPTION

Application 2025-0486-T (Ordinance 25-101), is a text amendment to amend New Castle County Code to further define data center uses and set Special Use standards.

BACKGROUND

Ordinance 97-172 Unified Development Code

On December 31, 1997, New Castle County adopted the Unified Development Code (UDC) (Ordinance 97-172) and categorizes Data Centers under Information Industries (NAICS 51) as a Light Industry use pursuant to Section 40.33.270.D of the UDC. Per Table 40.03.110 ("GENERAL USE TABLE"), Light Industry uses were permitted within the Office Regional (OR), Business Park (BP), Industrial (I), and Heavy Industry (HI) zoning districts.

Ordinance 98-080 Omnibus

On September 22, 1998, New Castle County adopted Ordinance 98-080 amended the definition of Office Uses to include Information services and data processing (NAICS 514), which in combination with the existing Light Industry use definition permitted Data Centers in every nonresidential zoning district.

Ordinance 99-075 Omnibus

On December 14, 1999, New Castle County adopted Ordinance 99-075 which created Limited Use standards (Section 40.03.333) for Light Industry uses limiting the types of Light Industry uses which are permitted within OR zoning districts.

Ordinance 08-096 Consolidation of Employment Related Uses within the OR, BP, and I Zoning Districts

On December 9, 2008, New Castle County adopted Ordinance 08-096 which redefined specific Light Industry uses as Special Uses within Section 40.03.333 of the UDC and establishing maximum height limitations on specific buildings within 100 feet of residential property lines (Section 40.04.110C).

Ordinance 21-065 Substitute No.1 to Ordinance No. 21-065

On September 9, 2021, New Castle County adopted Substitute No.1 to Ordinance 21-065 which limited Light Industry uses within CR zoning districts to warehousing and storage facilities (NAICS 493) as a Special Use and additional standards set pursuant to Section 40.03.333.B of the UDC.

Ordinance 23-104 Regarding Development, Redevelopment, Large Industrial Structures and Heavy Retail and Service Uses

On January 25, 2024, New Castle County adopted Substitute No. 1 to Ordinance 23-104 which set Limited Use standards for Light Industry uses within BP zoning including distance requirements and design elements when located adjacent to residential uses pursuant to Tables 40.03.110 and 40.03.210 of the UDC. Standards around large industrial structures (Section 40.26.260) changed to apply to a lower gross floor area (GFA) threshold of proposed large industrial structures. These design elements included but were not limited to: landscaping and berm requirements along non-industrial uses, lighting requirements along residential uses, reduction of noise impacts, building design, and other associated improvements.

Ordinance 25-101 Data Centers

Ord. 25-101 was introduced on August 5, 2025, and proposed data centers as a distinct classification of industrial use in Table 40.03.110 of the UDC. The ordinance sets data centers as a Special Use within Industrial (I) and Heavy Industry (HI) zoning districts as well as creates Limited Use standards such as buffering and screening requirements from residential, noise regulations, energy and water usage requirements, and other additional requirements.

PRELIMINARY LAND USE SERVICE (PLUS) REVIEW

The proposed text amendment was reviewed at the PLUS meeting held on September 3, 2025.

The PLUS Review Letter, dated September 5, 2025, includes comments from the Office of State Planning and Coordination, who had no objections. The Public Service Commission (PSC) expressed concerns over the impacts of large data centers and referenced a current petition to the PSC to apply a large load tariff on interconnections larger than 25MW. The PSC had no concerns with the proposed ordinance in terms of land use and environmental issues, however stated that any energy-related requirements should be regulated by the PSC. The Department of Natural Resources and Environmental Control (DNREC) cited concerns over water and energy use, air quality, and noise mitigation. DNREC stated that water usage should be coordinated with the New Castle County Subcommittee of the Water Supply Coordinating Council and that plans should detail any proposed discharging of waters. They mention that data centers could impact the energy adequacy, grid reliability and cost and recommend requirements for coordination with the local utility, emphasis on Battery Energy Storage Systems, and consistency with the State Energy Plan. In terms of air quality, DNREC suggested limitations for on-site generators, limitations on transportation emissions, preconstruction permits, and pre-application air quality modeling. DNREC agreed with the proposed noise limitations in Ord. 25-101. All other State agencies had no comment on the subject ordinance.

PLANNING BOARD PUBLIC HEARING – October 7, 2025

*Please note, the below is a summary. A recording and transcripts of the public hearing are available at the Department of Land Use.¹

Councilman David Carter presented the ordinance. He started by highlighting the key impacts of data centers on various aspects such as; land use, water use, noise pollution, air emissions, and energy use. He reviewed statistics on energy use and the goals of responsible data center siting, infrastructure and environmental standards. He presented to the Planning Board a proposed substitute ordinance which was drafted in response to PLUS comments received in September as well as additional research, and summarized the key provisions of the substitute ordinance including but not limited to: Special Use requirements, noise limitations, setback requirements from residential, standards for backup power, cooling, energy, microgrid requirements, and other associated standards. Councilman Carter proceeded to address the comments received by PLUS, outline a decommissioning process for all proposed data centers, and provide details on the application of the proposed ordinance on data center projects if adopted.

Questions from the Planning Board:

Robert Snowden inquired if data center projects would require Special Use permits or be considered by-right. Councilman Carter mentioned that each data center project would require a Special Use permit and have to follow the criteria and standards for a Special Use pursuant to the UDC. Mr. Snowden asked if the substitute ordinance proposed intergovernmental coordination to which Councilman Carter confirmed that the substitute would require approvals from the applicable regulating agencies. Robert Ott questioned the average lifespan of a data center. Councilman Carter detailed the energy issues of existing data centers throughout the country and noted the technology and equipment changes. Neal Cantrell asked about the low frequency noise and potential impacts on surrounding communities, and Councilman Carter stated that the standards for the proposed setbacks was based on existing requirements in other jurisdictions as well as established setbacks in the UDC. Ruth Visvardis inquired about the meaning of “residential zones” when discussing the 1,000-foot setback requirement to which Councilman Carter clarified it meant residential zoning districts found in the UDC. Air quality due to backup generator usage was a point of concern for Mr. Cantrell and Councilman Carter stated that air quality standards and monitoring are subject to DNREC’s regulations. Councilman Carter explained the PLUS process and coordination with the State of Delaware agencies on the details of the ordinance which resulted in some of the conditions presented in the substitute ordinance. Mr. Cantrell cited the supplemental report submitted by Councilman Carter which outlined the potential issues ongoing with data centers in Virginia which sources energy from PJM same as Delaware.²

A conversation occurs between Councilman Carter and Mr. Cantrell regarding energy generation

¹ October 7, 2025 Planning Board Public Hearing: <https://www.newcastlede.gov/agendacenter>

² Councilman David Carter’s Supplemental Report:
<https://www3.newcastlede.gov/PDFDocument/default.aspx?DocumentID=80:FC40FF5826FBF7107D10260598B6C0724428DD1196872F86C5E68CE881F951C292813E0C92628E37A7864BB0E463459C&x=temp.pdf>

concerns for existing data centers located in Virginia and New Jersey and the impacts on energy consumption and cost in Delaware. Mr. Ott asked about any issues with existing data centers in regard to internet data transfer capacity to which Councilman Carter had mentioned Delaware had invested in a very robust fiber optic internet infrastructure which exceeds the data transfer capacity needed for the needs of large-scale data center projects.

Public Comment:

Over 200 people attended the public hearing (online and in-person) 49 of which spoke on the ordinance. Of those who spoke, most of the speakers supported the ordinance stating that the proposed regulations would provide much needed guardrails for the community from any proposed data center projects. Many in attendance expressed concern over data centers and their impacts on the community, citing concerns over environmental and energy impacts. Those in opposition to the ordinance expressed doubts over the additional restrictions on noise, regulations on data centers, and the impact on Delaware's economy.

The Department of Land Use received email correspondence from 12 residents in support, 3 in opposition, and 2 general comments of Ordinance 25-101 during the written public comment period.³ Written public comment mostly paralleled the concerns of data center developments that were mentioned during the public hearing and expressed support of the additional standards proposed in the ordinance. Comments in opposition to the ordinance included concerns over; the effective date (Pending Ordinance Doctrine), additional regulations limiting the construction of data centers, water capacity, the proposed decommissioning and noise standards. The general comments included sentiment that including regulations pertaining to dB(C) is unnecessary, and that it is important for these projects to include agreements to use local union workers.

ANALYSIS

As identified in public comment, and discussed in the Background section of this report, Information Center and data processing (Data Centers) are defined and permitted within the Unified Development Code. Since 1998 Data Centers have been permittable as a by-right use (either Industrial or Office Use) in all nonresidential zoning districts, including those to transition from more intense uses to residential uses (Office Neighborhood and Commercial Neighborhood) limited only by the site capacity restrictions for each zoning district.⁴ The permissive nature in the UDC was intentional since data centers either served in an accessory capacity within a larger office or industrial building at sites like 3 Boulden Circle,⁵ or as individual industrial uses within an industrial park such as 501 Bear Christiana Rd & 4001 Governor Printz Blvd (Bank One Core Data Center 1 & 2)⁶.

³ Project #20250486: <https://www3.newcastlede.gov/project/details/default.aspx?ProjectKey=832887>

⁴ Application 2025-0473-V: <https://www3.newcastlede.gov/Project/details/default.aspx?ProjectKey=832143> , (Accessed 10/15/25)

⁵ 3 Boulden Circle: <https://www3.newcastlede.gov/parcel/details/default.aspx?ParcelKey=86869> , (Accessed 10/15/25)

⁶ Application 2003-0001-S: <https://www3.newcastlede.gov/Project/details/default.aspx?ProjectKey=122344> & Application 2004-0372-S: <https://www3.newcastlede.gov/Project/details/default.aspx?ProjectKey=155142> , (Accessed 10/15/25)

Over the past decade, much like the shift from general warehousing to the logistic/fulfilment facility led by the growth in ecommerce, Data Centers have grown exponentially to serve the growing needs for technology and artificial intelligence. Not only has the technology expanded past what was originally conceived as information services and data processing in the UDC, but with increased demands in processing so to have the impacts on our electrical grid, environment, and nearby communities, Ordinance 25-101 was drafted to continue to permit development of data centers, while providing needed protections for nearby communities and the environment as a whole. The ordinance, as introduced, provided:

1. Defines Data Centers as an Industrial Use limited to Industrial (I) and Heavy Industry (HI) zoning districts, as opposed to being both an Office and Industrial use permitted in the Office Neighborhood (ON), Commercial Neighborhood (CN), Office Regional (OR), Commercial Regional (CR) Business Park (BP), Industrial (I), Heavy Industry (HI), and Extractive Use (EX).

Under the existing provisions the primary limiting factor on siting, from a land use regulatory standpoint, are the permitted gross floor area (GFA) based on site capacity and availability of adequate utilities (electric and water). As discussed, earlier Data Centers have changed significantly in size and nature of their operation. When facilities are accessory or ancillary to permissible office uses (as opposed to the principal use), their size and impact on infrastructure and the surrounding community is low, however as a principal use, they are more industrial in nature.

2. Establishes Special Use standards specifically tailored to impacts of Data Centers.

Ordinance 25-101 includes specific standards to mitigate impacts Data Centers serving as the principal use including:

- Limitations noise level at the property line
- Distancing requirements from residential zoning district lines
- Increased buffering and landscaping
- Limitations on conversion to other uses based on traffic impact – Data Centers generate a low volume of traffic
- Prohibition of open-loop or once-through as a means of cooling – eliminates the warming of our natural waterways, thereby protecting vulnerable ecological habitats
- Requirements for backup power supplies to have minimal impact on the environment and adjacent communities, both generators and battery energy storage systems
- Requirement that the buildings to be built to meet LEED Gold standards or better

- Requirement that sites be designed to be long term viable with the potential to be modified to provide onsite or communal microgrid components that include various energy generation sources, energy storage systems, a distribution network, a control system, and metering/billing systems
- Requirements for applicants to submit a statement of coordination with utility companies and an annual report for the operation.

As with Special Uses that include use specific standards, the requirements are largely objective and measurable, not unlike that of Limited Uses which is reviewed by the Department. Data Centers, as they have evolved, based on size and impact on the surrounding community and environment, present unique conditions with respect to their relationship to the community.⁷ As such, being a Special Use, Data Centers will not only gain a public hearing at the Board of Adjustments, but will need to be evaluated based on the following additional standards:

- The use meets the requirements of Division 40.03.300 (Limited and Special Use Standards).
- The use is consistent with the Comprehensive Development Plan.
- The use is compatible with the character of the land in the immediate vicinity.
- The design minimizes the adverse effects, including visual impact on adjacent lands.
- The use minimizes adverse impacts on the environment or government services.
- The intensity of the use shall not exceed that permitted by Article 5. A lower intensity may be mandated based upon the record.⁸

These standards are combined with the Board of Adjustment's ability to establish site specific conditions and restrictions to:

- Ensure the special use is developed as presented in drawings, exhibits, and assertions made at the public hearing.
- Ensure the general purposes, goals, and objectives of the Comprehensive Development Plan and this Chapter are met.
- Prevent or minimize the adverse effects from the proposed use and development on other properties in the neighborhood, and on the public health, safety, and general welfare.⁹

The additional standards and conditions afforded by the Special Use Permit process provides a powerful motivation for developers of Data Centers to work with neighboring communities and to

⁷ Section 40.31.430.A – Standards for a Special Use Permit

⁸ Section 40.31.430.B – Standards for a Special Use Permit

⁹ Section 40.31.431 – Conditions and Restrictions

minimize their impact, bolstered by conditions and restrictions tailored to specific sites to be sensitive and mindful of surrounding communities and environmental resources.

At the October 7 Planning Board Public Hearing, Councilman Carter discussed several changes to Ordinance 25-101 that could be included in a substitute ordinance. While the record was open, Mr. Carter submitted into the record a draft of a substitute ordinance for consideration, which included the following:

- Expands the zoning districts that allow Data Centers as a Special Use to include the Extractive Use (EX) district – Extractive uses are industrial in nature, and should a site meet the requirements set forth in Ordinance 25-101, the use would be appropriate
- Includes considerations for dB(C) as opposed to just dB(A) – This factors not just frequencies evaluated by dB(A) (representative of the sensitivity of the human ear), but also the impact of low frequency noises as evaluated by dB(C).
- Allows the Department to permit applicants to substitute alternative backup power supplies (battery and generators) if those supplies are demonstrated to be more efficient and have less of an impact on the environment.
- Requires submission of a statement of coordination with DNREC Water Allocation Program and Water Supply Coordinating Council and demonstrate the availability of sufficient water supply to meet or exceed projected water use
- Clarifies the requirement to comply with State and Federal requirements
- Sets standards for abandoning, decommissioning and financial assurances – This assures that if a facility ceases to operate for a year that either a new permitted use is established in the facility, or the restored to its predevelopment condition, assuring that as the technology and hard infrastructure needs evolve and become more efficient these sites are not left vacant.
- Sets the effective date to the date of introduction, thereby preventing applications made after its introduction from avoiding the standards specifically designed for Data Centers as a use, including in zoning districts that would not allow Data Centers as a use should the ordinance be adopted.

The Department has reviewed the Ordinance 25-101, the proposed changes in the draft substitute to the ordinance, as well as public comment (in support, opposition, and general comments). Concerns were brought in correspondence from Joseph Fitzgerald on behalf of the Delaware Contractors Association, Delaware State Chamber of Commerce, Associated Business and Contractors and New Castle County Chamber of Commerce, voiced concerns that designating Data Centers as a Special Use and including “unnecessary and unduly robust regulation” sends the wrong message. He additionally voiced opposition with the effective date being the date of Ordinance’s introduction, which was echoed and expanded on by Shawn Tucker, Esq. Mr. Tucker

argues that Data Centers have been around since 1945, which he asserted expanded substantially in the 2000's (25 years ago), and that they are already regulated today, albeit as a "by-right" use in the OR, CR, BP and I (his letter omits that it is also a by-right use in the ON and CN districts).

Uses are designated as Special Uses, not to discourage the use, but **when they "present unique conditions with respect to their relationship to the community."** There are thirteen uses designated in Table 40.03.110 as Special Uses including:

- Adult Uses
- Agricultural Support and Other Rural Services
- Airports
- Composting Operations
- Exterior Lighting for Outdoor Recreational Uses
- Heavy Industry
- Heavy Retail and Service
- High Intensity Recreation
- Light Industry
- Major Utilities
- Parking Structures
- Protective Care
- Retail Marijuana Stores

These uses typically include objective standards specific to the potential impact of each use, but more importantly provide the public an opportunity to evaluate the impact that the use would have adjacent communities and the consistency with the Comprehensive Plan. The Department agrees that information services and data processing (Data Centers) existed in the county, however, we would argue that the size and impact are dramatically different than early facilities or even at the early years of the internet revolution (early 2000s). While electrical consumption is not a perfect measure of total impacts (it doesn't account for environmental impacts outside of the generation and transmission of electricity) the change is proportionate. Between 2014 and 2016 the annual cumulative electrical demand from data centers was roughly 60 TWh. By 2018 the consumption had increased by more than 26% to 76TWh (1.9% of the total energy consumed in the United States). Between 2018 and 2023 cumulative electrical demand from Data Centers rose by 131.6% to 176 TWh (4.4% of all electricity consumed in the United States). This was all before the release of programs such as ChatGPT 4, Microsoft Copilot, and Google Gemini. Forecasts expect as high as 580 TWh to be needed per year to support Data Centers (about 12% of all

electric demand in the United States)¹⁰

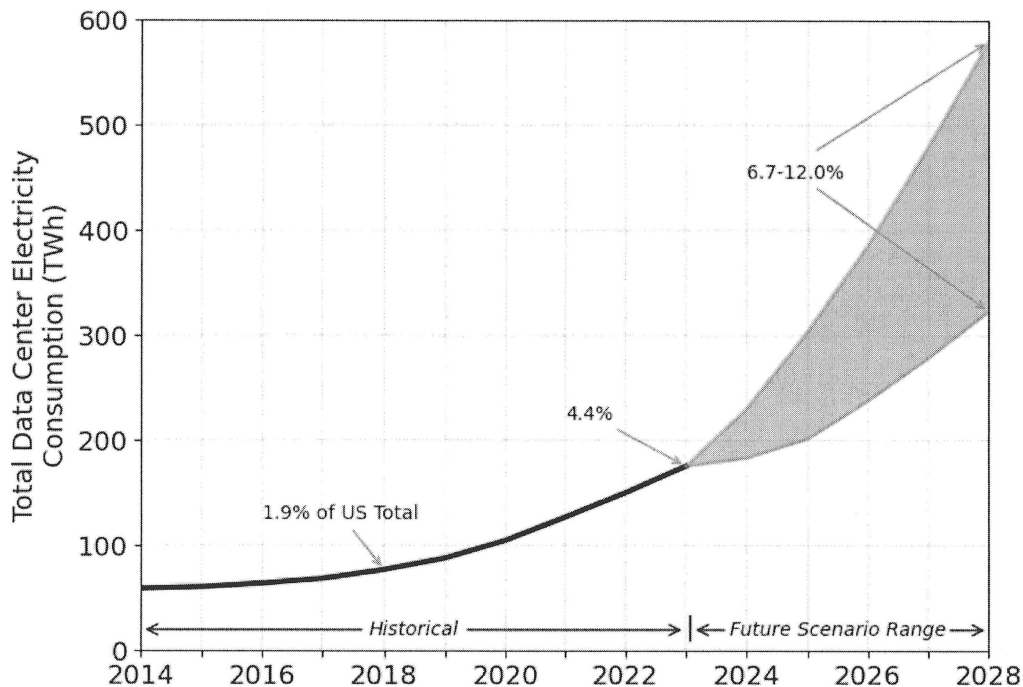


Figure ES-1. Total U.S. data center electricity use from 2014 through 2028.

These facilities typically consume roughly 50% of their electrical demand on equipment operation and 38%-40% on cooling systems.¹¹ Cooling systems not only consume electricity but also exchange heat to local waterbodies if not a closed loop system. It was recommended that any regulations be a product of coordination with DNREC, which the Department of Land Use concurs. Ordinance 25-101 was presented to PLUS on September 3, 2025. DNREC provided thoughtful comments and recommendations at the hearing. They also continued to work with Councilman Carter recommending additional standards which were incorporated into the Draft Substitute to Ordinance 25-101.

¹⁰ 2024 United States Data Center Energy Usage Report, Berkley Lab Energy Analysis & Environmental Impacts Division: <https://eta-publications.lbl.gov/sites/default/files/2024-12/lbnl-2024-united-states-data-center-energy-usage-report.pdf?stream=top>, Accessed (10/16/2025)

¹¹ Data Centers and Their Energy Consumption: Frequently Asked Questions, Congressional Research Service, August 26, 2025: <https://www.congress.gov/crs-product/R48646>, (Accessed 10/16/2025)

Standards for Text Amendment – Section 40.31.420 of the New Castle County Code

Pursuant to Section 40.31.420 of the New Castle County Code, in determining whether a text amendment shall be recommended or approved, all the following factors shall be considered:

A. Implementation of a new portion of the Comprehensive Development Plan.

N/A

B. Implementation and achievement of the Comprehensive Plan's goals and objectives.

The changes proposed by Ordinance 25-101 will help the County achieve several important goals and objectives in the Comprehensive Plan including:

Objective 3.1 of the Comprehensive Plan:

Continue to ensure water services and drinkable water supply is sufficient to meet demand.

Setting standards and defining “Closed-Loop Cooling Systems” to ensure the recycled use of water (or usage of reclaimed water) to ensure the protection, quality, and conservation of water supply to New Castle County residents. Continue to coordinate with the local water utilities to ensure minimal impact on the needs of the community.

Objective 13.2 of the Comprehensive Plan:

Strengthen/improve resiliency in the face of climate change threats through changes to the built environment (infrastructure, transportation, etc.) so to minimize risk and impacts to all people and communities.

Ordinance 25-101 proposes various protections from the impacts of data center operation including but not limited to: noise, setbacks from residential zoning, lighting, water and energy usage, and emissions.

Objective 16.1 of the Comprehensive Plan:

Increase diversity of engagement in community planning activities of all county residents regardless of age, race, income, native language, abilities, etc.

Ordinance 25-101 proposes to define data centers as a Special Use within industrial zoning districts requiring all proposed data center uses to seek a Special Use permit from the Board of Adjustment. This process not only ensures projects to demonstrate the standards for Special Use permits (Section

40.31.430 of the UDC), but in addition ensures an opportunity for public comment at the Board of Adjustment.

Objective 17.1 of the Comprehensive Plan:

Planning/investment decisions integrate across governments and jurisdictions

Ordinance 25-101 sets requirements that the applicant provide applicable jurisdictional approvals and permits from Local/State/Federal agencies. Applicants are to submit a statement of coordination with the local electric utility to demonstrate sufficient grid capacity, provide a statement of coordination with DNREC Water Allocation Program and Water Supply Coordinating Council to demonstrate sufficient water supply, and proof of compliance with all State and Federal requirements relating to data center impacts.

C. Consistency with the provisions of this Chapter and the standards for similar uses.

Large Industrial Structure Standards (Section 40.26.260 of the UDC)

Some design requirements proposed in Ordinance 25-101 are currently applied to large industrial structures such as berming, lighting standards, and noise impact. This ordinance proposes noise impacts along shared residential property lines, zero footcandle lighting requirement along residential property lines, and a minimum eight-foot berm to screen the site.

Large-scale Solar Energy System Standards (Section 40.03.337 of the UDC)

The needs and demands for data center real estate is difficult to predict with rapidly changing technology. To ensure that a developed data center site will be restored to its predevelopment condition, changes proposed in a draft substitute to Ordinance 25-101 outlines a decommissioning requirement to ensure data center developments do not create an undue impact on the surrounding community after ceasing operation unless the property owner submits a land use application to establish a new use for the site. A financial assurance is put in place prior to the issuance of a building permit to cover one hundred percent of the anticipated cost of removal in instances of site abandonment. This process is currently utilized for large-scale solar energy systems as these systems may be temporary in nature (about 10-25 years).

D. Necessity to respond to State and/or Federal legislation.

N/A

E. Flexibility in meeting the objectives of this Chapter.

N/A

F. Changes to conditions, interpretations, and/or clarifications to existing language for new uses.

N/A

G. Consideration of specific problems found in this Chapter.

N/A

DEPARTMENT OF LAND USE RECOMMENDATION

The Department of Land Use has considered the Standards for Text Amendment in Section 40.31.420 of the New Castle County Code and comments received from other agencies and the public. Based on this analysis, the Department recommends **Conditional Approval** of Ordinance 25-101 with the condition that County Council considers the proposed changes in the draft substitute to Ordinance 25-101.

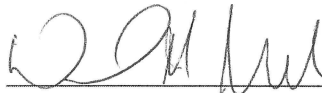
PLANNING BOARD RECOMMENDATION

At a business meeting held on October 21, 2025, the Planning Board considered the recommendation provided by the Department of Land Use as well as comments from outside agencies and the public. On a motion made by Mr. Cantrell and seconded by Ms. Visvardis, the Board voted to recommend **CONDITIONAL APPROVAL** of Ordinance 25-101 as subject to the condition recommended by the Department of Land Use. The motion was adopted by a vote of 6-1-0-1 (In Favor: Cantrell, Daigle, Drake, Ott, Snowden, Visvardis; In Opposition: Cochran; Abstention: None; Absent: Gray).

Prior to the vote, there were no comments or questions by Planning Board members.

STATUTORY GUIDELINES

In the phraseology of 9 Delaware Code Section 2603(a), the Department finds that this text amendment promotes the convenience, order and welfare of the present and future inhabitants of this State.

 10/21/25

David M. Culver date
General Manager
Department of Land Use

 10/21/25

Robert Snowden date
Acting Chair
Planning Board