



Town Council
Town of Millsboro

322 Wilson Highway
Millsboro, Delaware 19966
(302) 934-8171
(302) 934-7682 (Fax)
town@millsboro.org

Mayor Faye Lingo
Vice Mayor John Thoroughgood
President Pro Tem Brad Cordrey
Secretary Jim Kells
Treasurer Larry Gum
Councilman Ron O'Neal
Councilwoman Kimberley Kaan

Jamie Burk, Town Manager

A G E N D A

Town Council
Regular Meeting
December 5, 2022
7:00 p.m.

Millsboro Town Center
322 Wilson Highway

NOTE: There may be a vote and Council action taken on each and every agenda item set forth herein.

Call to order

Pledge of allegiance

New employee introduction

Public comment (2 minutes limited to agenda items)

Public hearing:

RESOLUTION PROPOSING TO ANNEX CERTAIN TERRITORY, CONTIGUOUS TO THE PRESENT LIMITS OF THE TOWN OF MILLSBORO, ONE PARCEL THEREOF OWNED BY DANA S. PARASRAM AND DHARAMDAI PARASRAM, IDENTIFIED AS SUSSEX COUNTY TAX MAP AND PARCEL NO. 133-20.00-44.06, CONTAINING 33,000 SQUARE FEET, MORE OR LESS;
AND
PROPOSING TO AMEND THE ZONING MAP AND ZONING ORDINANCE OF THE TOWN OF MILLSBORO TO INCLUDE SAID TERRITORY IN THE MEDIUM-DENSITY RESIDENTIAL (MR) DISTRICT;
AND
ESTABLISHING THAT A PUBLIC HEARING BE HELD ON SAID ZONING AMENDMENT ON THE 5TH DAY OF DECEMBER, 2022, AT 7:00 O'CLOCK IN THE EVENING, PREVAILING TIME, AT THE MILLSBORO TOWN CENTER, 322 WILSON HIGHWAY, MILLSBORO, DELAWARE.

MILLSBORO TOWN COUNCIL AGENDA
DECEMBER 5, 2022
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Secretary's report
Minutes

Treasurer's report
Bank balances
Invoices

Millsboro Fire Company update

Millsboro Art League update

Police Department's report
Departmental policy changes
(3) – Job descriptions
(14) – Patrol procedures

Water and sewer
Olney Way water plant field change directives (Kruger)

IRSD Ingram Pond irrigation agreement (Kruger)

Century Engineering force main extension agreement amendment #3 (Kruger)

Mayor's report
Villages of Millwood - Approval of developer's proposal, and the necessary documents therefore, to de-annex existing phases 7 through 14 from project and to immediately re-annex said existing phases back into project with a new condominium regime, all subject to the master association for Villages of Millwood.

Quit claim request – Barker Alley (Niblett)

Conditional use renewal – 332 Main Street

Annexation request – Parasram

On call policy – Public Works (Burk)

Merry Millsboro Holiday Market and Christmas Parade recap – (Burk)

Recess

Executive session—

real estate lease update

CPCN application

Call to order

Business conducted in executive session

Adjournment

NOTE: (1) This agenda is subject to change. Such changes may include the addition of items that arise at the time of the meeting and/or the deletion of items. In the case of additions related to items that arise prior to the meeting, the change will be posted with as much notice as practicable under the circumstances—but in no case will the notification be provided less than 6 hours prior to the meeting start time—and the associated item will be (a) of an emergency nature and/or (b) unable to reasonably be deferred for handling at a future meeting. (2) One or more of the items listed may not be considered in sequence.

12/1		Town of Millsboro		
mth		Account Balances		
		November 30, 2022		
Account				Interest
Type	Bank	Purpose	Book Balance	Earned
Checking/Money Market				
	WSFS Bank			
	1	General Account	\$ 5,074,159.74	\$ 3,502.71
	2	Payroll	\$ 277.77	\$ 12.84
	3	Withholding	\$ 60,605.92	\$ 50.41
	4	Municipal Street Aid Fund (MSAF)	\$ 44,941.40	\$ 40.25
	5	Sewer Construction	\$ 2,447,554.05	\$ 1,701.27
	6	State Aid Local Law Enforcement (SALLE)	\$ 50.00	\$ -
	7	Emergency Illegal Drug Enforcement (EIDE)	\$ 50.00	\$ -
	8	Sewer Impact	\$ 3,136,970.33	\$ 2,174.66
	9	Water Impact	\$ 313,436.65	\$ 217.03
	10	Building Component Fee	\$ 4,653,036.45	\$ 3,236.87
	14	Transfer Tax 1% (3.75M in "set-asides")	\$ 8,230,902.57	\$ 6,129.09
	15	Fund to Combat Violent Crime (FCVC)	\$ 40,189.82	\$ -
	16	Police Protection Impact	\$ 66,565.90	\$ 4.83
	17	Transportation/Stormwater Impact	\$ 38,265.60	\$ 2.78
		Bicentennial Beautification Fund	\$ 11,211.73	\$ 7.79
	Total WSFS Bank		\$ 24,118,217.93	\$ 17,080.53
	Citizens Bank			
	12	Transfer Tax Checking	\$ 3.85	
	11	Transfer Tax 1%	\$ 200,320.63	\$ 8.23
		Transfer Tax .5%	\$ 50,107.24	\$ 2.06
	Total Citizens		\$ 250,431.72	\$ 10.29
Total Checking/Money Market			\$ 24,368,649.65	\$ 17,090.82
Certificates of Deposit				
	M&T Trust - formerly Wilmington Trust			
		Bicentennial Fund 9/11/16 Mat 0.2%	\$ 7,000.00	
	Total M&T Trust		\$ 7,000.00	
	PNC Bank			
		WWTP Unrestricted General - 10/31/22	\$ 84,596.77	
		WWTP Membrane CD - 10/31/22	\$ 51,620.55	
	Total PNC Bank		\$ 136,217.32	\$ -
Total Certificates of deposit			\$ 143,217.32	\$ -
Total on Hand Cash & CD's			\$ 24,511,866.97	\$ 17,090.82

12/1 mth	Town of Millsboro Account Balances November 30, 2022	October 31, 2022 Book Balance	November 30, 2022 Book Balance	Net Change	Interest Earned
Account Type/Bank Purpose Checking/Money Market		October 31, 2022 Book Balance	November 30, 2022 Book Balance	Net Change	Interest Earned
WSFS Bank					
1 General Account		\$ 5,163,331.62	\$ 5,074,159.74	\$ (89,171.88)	\$ 3,502.71
2 Payroll		\$ 264.93	\$ 277.77	\$ 12.84	\$ 12.84
3 Withholding		\$ 26,818.35	\$ 60,605.92	\$ 33,787.57	\$ 50.41
4 Municipal Street Aid Fund (MSAF)		\$ 57,924.75	\$ 44,941.40	\$ (12,983.35)	\$ 40.25
5 Sewer Construction		\$ 2,445,852.78	\$ 2,447,554.05	\$ 1,701.27	\$ 1,701.27
6 State Aid Local Law Enforcement (SALLE)		\$ 50.00	\$ 50.00	\$ -	\$ -
7 Emergency Illegal Drug Enforcement (EIDE)		\$ 50.00	\$ 50.00	\$ -	\$ -
8 Sewer Impact		\$ 3,008,963.67	\$ 3,136,970.33	\$ 128,006.66	\$ 2,174.66
9 Water Impact		\$ 295,139.62	\$ 313,436.65	\$ 18,297.03	\$ 217.03
10 Building Component Fee		\$ 4,638,376.22	\$ 4,653,036.45	\$ 14,660.23	\$ 3,236.87
14 Transfer Tax 1% (3.75M in "set-asides")		\$ 8,964,421.69	\$ 8,230,902.57	\$ (733,519.12)	\$ 6,129.09
15 Fund to Combat Violent Crime (FCVC)		\$ 40,189.82	\$ 40,189.82	\$ -	\$ -
16 Police Protection Impact		\$ 48,319.67	\$ 66,565.90	\$ 18,246.23	\$ 4.83
17 Transportation/Stormwater Impact		\$ 27,762.82	\$ 38,265.60	\$ 10,502.78	\$ 2.78
Bicentennial Beautification Fund		\$ 11,203.77	\$ 11,211.73	\$ 7.96	\$ 7.79
Total WSFS Bank		\$ 24,728,669.71	\$ 24,118,217.93	\$ (610,451.78)	\$ 17,080.53
Citizens Bank					
12 Transfer Tax Checking		\$ 3.85	\$ 3.85	\$ -	\$ -
11 Transfer Tax 1%		\$ 200,312.40	\$ 200,320.63	\$ 8.23	\$ 8.23
Transfer Tax .5%		\$ 50,105.18	\$ 50,107.24	\$ 2.06	\$ 2.06
Total Citizens		\$ 250,421.43	\$ 250,431.72	\$ 10.29	\$ 10.29
Total Checking/Money Market		\$ 24,979,091.14	\$ 24,368,649.65	\$ (610,441.49)	\$ 17,090.82
Certificates of Deposit					
M&T Trust - formerly Wilmington Trust					
Bicentennial Fund 9/11/16 Mat 0.2%		\$ 7,000.00	\$ 7,000.00	\$ -	
Total M&T Trust		\$ 7,000.00	\$ 7,000.00	\$ -	
PNC Bank					
WWTP Unrestricted General - 10/31/22		\$ 84,478.38	\$ 84,596.77	\$ 118.39	
WWTP Membrane CD - 10/31/22		\$ 51,582.39	\$ 51,620.55	\$ 38.16	
Total PNC Bank		\$ 136,060.77	\$ 136,217.32	\$ 156.55	
Total Certificates of deposit		\$ 143,060.77	\$ 143,217.32	\$ 156.55	
Total on Hand Cash & CD's		\$ 25,122,151.91	\$ 24,511,866.97	\$ (610,284.94)	

November 2022 Bills

Sum of Bank	Total Vendor	Description	Total
GENERAL	A.E. MOORE JANITORIAL	NOVEMBER/POLICE	221.79
		NOVEMBER/SEWER	60.00
		NOVEMBER/TOWN	265.76
	A.E. MOORE JANITORIAL Total		547.55
	AC SCHULTES OF DELAWARE, INC	PUMP SYSTEM FOR WELL#3	11,608.00
		WELL#3 DROP PIPE	20,296.00
	AC SCHULTES OF DELAWARE, INC. Total		31,904.00
	AMAZON.COM LLC	(2) PHONE CASES RET'D	(37.98)
		1099 NEC 2022 TAX FORMS	26.98
		AIR PURIFIER REPL FILTERS	87.98
		CELL PHONE CASE RET'D	(15.98)
		DRY ERASE BOARD 72X40	180.32
		ENVELOPES 9X12 50/PACK	14.99
		FIRE PIT/CHRISTMAS PARADE	109.39
		TYVEK ENVELOPES 10X13 50/PK	42.99
	AMAZON.COM LLC Total		408.69
	AMERICAN PUBLIC SAFETY	BOOTS-RIELEY	90.00
	AMERICAN PUBLIC SAFETY Total		90.00
	ARROW SAFETY DEVICE	STROBE LIGHT/RJ'S TRUCK	236.29
	ARROW SAFETY DEVICE Total		236.29
	BAKER'S HARDWARE CO.	NOV/CHRISTMAS	486.33
		NOV/CUPOLA PARK	30.69
		NOV/DOG PARK	16.99
		NOV/GEN MAINT MISC	4.99
		NOV/SEWER	630.43
		NOV/STR RPR MAINT-VEHICLE/EQUIP	68.61
		NOV/STREET	83.96
		NOV/SWR RPR MAINT-VEHICLE/EQUIP	45.76
		NOV/WATER	415.12
	BAKER'S HARDWARE CO. Total		1,782.88
	BELAIR ROAD SUPPLY	(4) 8" PVC CAPS	316.00
		4" FLANGE FOR CENTRIFUGE	76.84
	BELAIR ROAD SUPPLY Total		392.84
	BLITZ, CONNOR	JEANS	29.74
	BLITZ, CONNOR Total		29.74
	BUCKLER, RICHARD L.	JEANS (3 PAIR)	53.97
	BUCKLER, RICHARD L. Total		53.97
	BUNTING & BERTRAND SUPPLY	INTERMATIC TIMER TRIPPERS (3)	14.40
	BUNTING & BERTRAND SUPPLY Total		14.40
	BURK, JAMIE	CELL PHONE ALLOW-NOV 2022	50.00
	BURK, JAMIE Total		50.00
	CAPITOL CLEANERS	OCT BILLING	365.50
	CAPITOL CLEANERS Total		365.50
	CENTURY ENGINEERING LLC	WF-WWTP FORCE MAINS-PER REVISIONS	2,465.64
	CENTURY ENGINEERING LLC Total		2,465.64
	COASTAL POINT LLC	CHRISTMAS PARADE AD 1/2 PAGE	265.00
		PUBLIC NOTICE-PARASRAM	64.00
	COASTAL POINT LLC Total		329.00
	CORPUS, ALEXZANDRO	BOOTS	150.00
	CORPUS, ALEXZANDRO Total		150.00
	COYNE CHEMICAL CO.	BLEACH	11,817.76
		CAUSTIC	6,805.56
		CAUSTIC (BULK)	5,840.40
		CAUSTIC (DRUMS)	2,525.14
		CAUSTIC/BULK	2,373.26

November 2022 Bills

GENERAL	COYNE CHEMICAL CO.	CAUSTIC-DRUMS	842.44
		CES PACL	5,920.92
		CITRIC	4,794.22
		FLUORIDE	534.43
		LIME	688.57
		POLYMER	4,584.54
	COYNE CHEMICAL CO. Total		46,727.24
	CRYSTAL SPRINGS	DELIVERY 10/31, 11/14	47.97
	CRYSTAL SPRINGS Total		47.97
	CUMMINS - WAGNER	REPAIR COMPRESSOR - WTP	784.00
		REPAIR COMPRESSOR HEAD	434.00
	CUMMINS - WAGNER Total		1,218.00
	DATA OBSESSIONS LLC	NOV BILLING	80.00
	DATA OBSESSIONS LLC Total		80.00
	DELAWARE RURAL WATER ASSOC.	ANNUAL MEMBERSHIP DUES	350.00
	DELAWARE RURAL WATER ASSOC. Total		350.00
	DELAWARE SOLID WASTE AUTHORITY	412086/SLUDGE	411.40
		412554/SLUDGE	572.90
		412661/TRASH WTP	17.85
		413025/SLUDGE	566.95
		415697/SLUDGE	514.25
		416197/SLUDGE	702.10
		418634/SLUDGE	629.85
		419026/SLUDGE	506.60
		420966/SLUDGE	548.25
		421112/TRASH WWTP	21.25
		421458/SLUDGE	603.50
		424008/SLUDGE	648.55
	DELAWARE SOLID WASTE AUTHORITY Total		5,743.45
	DELTA DENTAL OF DELAWARE	DEC/GENERAL	473.58
		DEC/POLICE	1,402.52
		DEC/SEWER	793.86
		DEC/WATER	304.08
	DELTA DENTAL OF DELAWARE Total		2,974.04
	DEPARTMENT OF ELECTIONS	6/11/22-VOTING MACHINE RENTAL	150.00
	DEPARTMENT OF ELECTIONS Total		150.00
	DOVER POLICE DEPT ACADEMY	GEAR & EQUIP-CABEZAS	255.00
		POLICE ACADEMY-CABEZAS	1,500.00
	DOVER POLICE DEPT ACADEMY Total		1,755.00
	DRYE, REBECCA	REFUND CHRISTMAS MKT	75.00
	DRYE, REBECCA Total		75.00
	DUFFIELD ASSOCIATES, INC	88905R/WF RAPID INFIL BASIN IMPROV	6,025.50
		88931/WHITE ST PROD WELL	8,056.00
		88934/ALDERLEAF MEADOWS	1,126.00
		88935/MILLSBORO PS#4 DEWATERING	3,938.60
		88945R/PLANTA LAKES SUB REV	2,270.87
		88946R2/MILLSBORO MISC	1,964.00
		88946R2A/RIBS CONTINGENCY PLAN	1,905.75
		88946R2B/STANDARD SPEC UPDATE	5,171.00
		88946R2C/WHITE ST WELL ALLO PERMIT	145.00
		88946R2D/CUPOLA PK BULKHEAD ASSESS	364.00
		89028R/MILLSBORO RIB EXPAN	20,412.75
	DUFFIELD ASSOCIATES, INC Total		51,379.47
	ENVIROCORP, INC.	OCT/SEWER	3,303.00
		OCT/WATER	426.00
	ENVIROCORP, INC. Total		3,729.00
	FERGUSON	(2) ACTUATORS/VALVES	12,887.93
	FERGUSON Total		12,887.93
	FISHER AUTO SUPPLY	WINDSHIELD WIPERS-GREG'S TRK	31.18

November 2022 Bills

GENERAL	FISHER AUTO SUPPLY Total		31.18
	FOX ROTHSCHILD LLP	OCT BILLING THROUGH 10/31/22	1,800.00
	FOX ROTHSCHILD LLP Total		1,800.00
	GALLS, LLC,	BELT RETURNED/FORESTER	(82.72)
		GEAR BELT KEEPERS 4PK	25.03
		GEAR BELT/FORRESTER	42.99
		HAT - JOHN WHARTON	133.91
		MOYER-BELT W/GOLD BUCKLE & BELT	20.44
	GALLS, LLC, Total		139.65
	GANNETT FLEMING	RT 24 SANITARY SWR REPLAC	2,730.00
	GANNETT FLEMING Total		2,730.00
	GEORGE, MILES & BUHR, LLC	ATKINS PK DRAINAGE IMPROV	2,820.75
		FOSTER COMMONS/ONSITE INSPEC	4,069.38
		MILLWOOD SUBDIV/ONSITE INSPEC	995.00
		PARKING PLAN/PLANTA LAKES	1,712.50
		STATE ST SIDEWALK REPLAC	1,235.21
	GEORGE, MILES & BUHR, LLC Total		10,832.84
	GOLDEN, CAROL A.	REF OVERPAYMENT TAXES	684.72
	GOLDEN, CAROL A. Total		684.72
	GOODE CLEANING LLC	DEC CLEANING/POLICE DEPT	585.00
		DEC CLEANING/TOWN HALL	892.00
	GOODE CLEANING LLC Total		1,477.00
	GRAVES UNIFORMS	BOOTS-GORMAN	74.40
		SENIOR CPL PINS (8)	1,094.00
	GRAVES UNIFORMS Total		1,168.40
	HAROLD BECK & SONS, INC.	ACTUATOR 6" - WWTP	5,772.06
	HAROLD BECK & SONS, INC. Total		5,772.06
	HILLS' ELECTRIC MOTOR SERVICE	REPAIR BLEACH PUMP	1,166.78
	HILLS' ELECTRIC MOTOR SERVICE Total		1,166.78
	HIRERIGHT, LLC	SAMPLE DRAW-1 EMPL 10/25	41.65
		SAMPLE DRAW-2 EMPL 10/24	83.30
	HIRERIGHT, LLC Total		124.95
	HOPKINS CONSTRUCTION CO.	PUMP RENTAL 10/28/22-11/23/22	764.94
		PUMP RENTAL 11/1/22-11/29/22	1,373.90
	HOPKINS CONSTRUCTION CO. Total		2,138.84
	HUDSON, JONES, JAYWORK & FISHER	REF OVERPMT FINAL READING FEE	25.00
	HUDSON, JONES, JAYWORK & FISHER Total		25.00
	IN & OUT CAR CARE	111700/2020 FORD POLICE INTRCPTR	54.15
		113015/2017 FORD POLICE INTRCPTR	50.14
		113144/2017 FORD POLICE INTRCPTR	15.00
		113145/2019 FORD POLICE INTRCPTR	530.56
		113168/2015 CHEV TAHOE	63.12
		113170/2019 FORD POLICE INTRCPTR	50.14
		113192/2015 CHEV TAHOE	513.27
		113245/2017 FORD POLICE INTRCPTR	167.50
		113341/2021 FORD POLICE INTRCPTR	50.14
		113508/2020 FORD POLICE INTRCPTR	50.14
	IN & OUT CAR CARE Total		1,544.16
	INNOVATIVE TREATMENT PRODUCTS	UPGRADE MEMBRANE CAPS WWTP	16,500.00
	INNOVATIVE TREATMENT PRODUCTS, INC. Total		16,500.00
	KERSHNER ENVIROMENTAL	PH PROBE/CHEMICAL BOARD	272.73
	KERSHNER ENVIROMENTAL Total		272.73
	KRANSON CLOTHES, INC.	DE STATE BUTTONS (40)	95.00
		SHIRTS/LS - CABEZAS	465.00
		SHIRTS/SS - CABEZAS	540.00
	KRANSON CLOTHES, INC. Total		1,100.00
	L/B WATER SERVICE INC	3/4" SHORT IPERL METER	30,250.00
		3/4" SHORT IPERL METER W/CABLE	17,968.50
		3/4" SHORT IPERL METER-W/6FT CABLE	1,137.36

November 2022 Bills

GENERAL	L/B WATER SERVICE INC	3/4"SHORT IPERL METER TRPL	7,221.12
		COUPLINGS	774.50
		IPERL HOUSING	502.74
	L/B WATER SERVICE INC Total		57,854.22
	LAWN DOCTOR OF SUSSEX COUNTY	FERTILIZE GRASS-DOG PARK	294.10
		FERTILIZE GRASS-TOWN HALL	175.65
	LAWN DOCTOR OF SUSSEX COUNTY Total		469.75
	LIGHTHOUSE CATERING	EMPL CHRISTMAS DINNER	2,870.56
	LIGHTHOUSE CATERING Total		2,870.56
	LOWE'S	CABLE TIES	37.99
		CHRISTMAS LIGHTS (100 CT)	18.98
		CHRISTMAS LIGHTS (100 CT) 13	36.79
		CHRISTMAS LIGHTS (250 CT-3)	64.05
		EXTENSION CORD (2)	22.58
		LIGHTS FOR FLOAT	85.44
		STEEL EYE & EYE TURNBUCKLE	15.12
		TIMER	17.08
	LOWE'S Total		298.03
	LYWOOD ELECTRIC, INC.	REPAIR INFLUENT PUMP B	8,211.52
		WHITE FARM RIB CONTROLS	4,583.25
	LYWOOD ELECTRIC, INC. Total		12,794.77
	MARVEL'S PORTABLE WELDING, I	AUGER REPAIR/EMERGENCY	760.00
		REPAIR STEPS/WWTP	280.00
	MARVEL'S PORTABLE WELDING, INC. Total		1,040.00
	MEDIACOM - DELAWARE	BILLING 11/23-12/22/22	269.95
		DEC BILL-TOWN HALL	135.90
	MEDIACOM - DELAWARE Total		405.85
	MILLSBORO LITTLE LEAGUE	LIGHTING/MEMORIAL WALL	1,082.46
		METAL BLEACHERS	2,595.00
		PAINT AND SUPPLIES	1,524.35
	MILLSBORO LITTLE LEAGUE Total		5,201.81
	MOTOROLA	EVIDENCE LIBRARY 10/1-10/31/22	270.69
	MOTOROLA Total		270.69
	NFFPA	2023 MEMBERSHIP RENEWAL	175.00
	NFFPA Total		175.00
	ONE CALL CONCEPTS, INC.	NOV 2022 BILLING	130.39
	ONE CALL CONCEPTS, INC. Total		130.39
	PARKSON CORPORATION	ROTARY SCREEN PARTS	9,523.41
	PARKSON CORPORATION Total		9,523.41
	PKS & COMPANY, P.A.	AUDIT YEAR ENDING 6/30/22	25,000.00
	PKS & COMPANY, P.A. Total		25,000.00
	POWERBACK SERVICES LLC	RE-WIRE BALLAST-FRONT OFFICE	150.00
	POWERBACK SERVICES LLC Total		150.00
	PROFESSIONAL STARTUP &	ASST/ EVAL MEMBRANE SYSTEM	19,656.11
	PROFESSIONAL STARTUP & Total		19,656.11
	PTA / DELVAL INC.	COMMERCIAL (3)	1,350.00
		NEW DWELLINGS (100)	5,000.00
		RESIDENTIAL ADDITIONS (86)	2,150.00
	PTA / DELVAL INC. Total		8,500.00
	QUILL CORPORATION	COPY PAPER (2)	68.32
		INK CARTRIDGE HP902XL	75.57
		NAME PLATE-SANDER (2)	21.98
		PACKAGING TAPE (6/PACK)	17.59
		W-2 6 PART LASER TAX FORM KIT	46.96
	QUILL CORPORATION Total		230.42
	RSC LANDSCAPING	LIQUID FEED-RT 24	100.00
	RSC LANDSCAPING Total		100.00
	S&S REPAIR INC	ANTIQUA CAR 1972/OIL CHG	101.82
		OIL CHG/2015 DUMP TRUCK	409.54

November 2022 Bills

GENERAL	S&S REPAIR INC Total		511.36
	SIRCHIE FINGER PRINT	BLOOD ID TEST (2)	35.94
		EVIDENCE BAGS 12"X7"X18"	28.20
		EVIDENCE BAGS 5"X 3 1/8"X 9 7/8"	21.41
		EVIDENCE BAGS 7"X 4 1/2" X 13 3/4"	23.69
		EVIDENCE BAGS 8"X5"X18"	25.92
		FINGER PRINT POWDER (8)	58.96
		HINGE LIFTER (1 PK) BLACK	9.49
		HINGE LIFTER (3 PK) WHITE	28.47
		HINGE LIFTER 1 1/2" X 2" WHITE	9.49
		HINGE LIFTER 2X4 WHITE	8.43
		LIFTERS W/BLACK BACKING (1 SET)	28.67
		LIFTERS W/WHITE BACKING (3 PK)	86.01
		LUMINOL REAGENT (1 BOTTLE)	25.92
		NINHYDRIN SPRAY (2)	23.34
		SHAKE-N-CAST KIT (5)	93.00
		UV MINI LIGHT	167.21
	SIRCHIE FINGER PRINT Total		674.15
	STEEN, WAEHLER & SCHRIDER-FC	OCT 2022 BILLING	6,705.00
	STEEN, WAEHLER & SCHRIDER-FOX Total		6,705.00
	STOP STICK LTD	CORD REEL	44.00
	STOP STICK LTD Total		44.00
	THE GUN SHOP	FBI SIL CTR MASS 2 BULL (3)	121.47
		FRANGIBLE FED ROUNDS (40	1,359.00
	THE GUN SHOP Total		1,480.47
	URS CORPORATION	2000683553/PLANTA LAKES AMEND SITE	357.38
		2000683769/MILLSBORO GEN SERV	7,216.82
		2000683837/MILLSBORO BLDG INSPEC	36,408.59
		2000689669/MILLSBORO BLDG INSP SERV	20,937.96
		2000692317/SOMMERTON CHASE	2,845.49
		2000692584/TOWNE LAKE	1,925.58
		2000692988/MILLSBORO GEN SERV	4,585.84
	URS CORPORATION Total		74,277.66
	USA BLUEBOOK	1" SOLENOID VALVE	604.22
		COLORIMETER 6/PK CELLS	81.68
		COLORIMETER TUBES (6 PK)	44.90
		DRUM PUMP	628.04
		FLAGS-BLUE (WATER) 100 PK	39.18
		FLAGS-GREEN (SEWER) 100 PK	39.18
		FLOATER SWITCHES/PS (3)	308.85
		HOSE AND CUFF	334.83
		LABORATORY LOG BOOK-2PK	24.95
		LANYARD (2)	319.90
		LOCKOUT/TAGOUT STATION	208.95
		PAINT-BLUE	132.92
		PAINT-GREEN	77.75
		PUMPS (2)	6,918.81
		SAFETY GEAR-HARNES	217.95
		TITAN SHOCK ABSORBING LANYARD	263.17
		TREATMENT PLANT LOG BOOK-2 PK	47.90
	USA BLUEBOOK Total		10,293.18
	VERDANTAS LLC	IRSD-PRE SOIL EVAL	5,420.00
	VERDANTAS LLC Total		5,420.00
	VERIZON WIRELESS	10/21-11/20/22 SEWER	788.19
		10/21-11/20/22 WATER	197.05
	VERIZON WIRELESS Total		985.24
	WALKER, LAURA A.	REF OVERPAYMENT WTR/SWR	1,234.95
	WALKER, LAURA A. Total		1,234.95
	WATER TESTING LABORATORIES C	BACTERIA COLLECTION 11/16/22	175.00

November 2022 Bills

GENERAL	WATER TESTING LABORATORIES OF MD Total		175.00
	WILMINGTON TRUST N.A.	PL FY23 11/1-11/30/22	19,569.92
	WILMINGTON TRUST N.A. Total		19,569.92
	WOR-WIC COMMUNITY COLLEGE	CYCLIST CERT-J. WHARTON	290.00
	WOR-WIC COMMUNITY COLLEGE Total		290.00
GENERAL Total			479,777.85
WITHHOLDING	TEAMSTERS LOCAL 326	DEC 2022 BILLING	1,228.00
	TEAMSTERS LOCAL 326 Total		1,228.00
WITHHOLDING Total			1,228.00
BUILDING COMP	DAVIS, BOWEN & FRIEDEL, INC.	2022A005.D01-DESIGN DEV/POLICE STA'	13,102.90
		2022A005.E01-PROCURE & CONSTRUC PH	11,528.60
	DAVIS, BOWEN & FRIEDEL, INC. Total		24,631.50
BUILDING COMP FEE Total			24,631.50
WSFS TT 1%	HAROLD BECK & SONS, INC.	ROTARY ACTUATOR-WHITE FARM (2)	36,410.02
	HAROLD BECK & SONS, INC. Total		36,410.02
WSFS TT 1% Total			36,410.02
FUND TO COMBAT	ATLANTIC TACTICAL	GLOCK OPTIC SIGHT (22)	854.04
		HOLSTERS	941.76
	ATLANTIC TACTICAL Total		1,795.80
FUND TO COMBAT VIOLENT CRIME Total			1,795.80
Grand Total			543,843.17

November 2022 Prepaids

Sum of Bank	Total Check No	Date	Payee	Description	Total
GENERAL	21957	11/16/2022	DIVISION OF PUBLIC H	WTR LICENSE/SHORT	100.00
	21957 Total				100.00
	21958	11/16/2022	DOMINION NATIONAL	DECEMBER 2022 BILLING	79.90
	21958 Total				79.90
	21959	11/16/2022	FUELMAN	OCT/GENERAL	199.16
				OCT/SEWER	1,576.90
				OCT/STREET	254.30
				OCT/WATER	537.54
	21959 Total				2,567.90
	21960	11/16/2022	FUELMAN	OCT/POLICE	4,086.03
	21960 Total				4,086.03
	21961	11/16/2022	GRANITE TELECOMMUNIC	BRANDYWINE/NOV	29.45
				CUPOLA/NOV	35.94
				MILLWOOD/NOV	44.67
				PLANTATION/NOV	31.50
				POLICE/NOV	332.02
				RADISH FARM/NOV	57.92
				RETREAT/NOV	31.44
				SEWER/NOV	6.69
				TOWN HALL/NOV	104.44
				WATER/NOV	46.69
				WHARTON'S BLUFF/NOV	48.46
	21961 Total				769.22
	21962	11/16/2022	MEDIACOM - DELAWARE	11/10-12/9/22-WWTP	215.57
	21962 Total				215.57
	21963	11/16/2022	VERIZON WIRELESS	9/29-10/28/22-POLICE	707.18
				9/29-10/28/22-VAWA	79.98
				9/29-10/28/22-VOCA	39.99
	21963 Total				827.15
	21964	11/16/2022	VERIZON	SEWER/NOV INTERNET	98.99
	21964 Total				98.99
	21965	11/16/2022	WASTE MANAGEMENT	OCT 2022 BILLING	660.38
	21965 Total				660.38
	21966	11/16/2022	WSFS BANK VISA	ADOBE	479.76
				BJ'S-CANDY/NIGHT OUT EVENT	403.02
				BJ'S-PAPER TOWELS (WWTP)	53.97
				BJ'S-REFRESHMENTS/GROUND BREA	33.06
				CROWN TROPHY	90.00
				DEFENSE TECH/HANDCUFF-ROGERS	225.00
				DUNKIN DONUTS-POLICE TRAINING	45.97
				EASTSIDE CARWASH	10.20
				GROTTO/LUNCH (BURK/PLACK)	22.66
				INDEED	88.00
				LOWE'S/GPS UNIT INSTALL	6.24
				MSFT-SERVER EMAIL	188.00
				PL-LANDING/AWARDS BANQUET	1,944.00
				UNIV OF DEL (BURK TRAINING)	55.00
				UNIV OF DEL (DOREY TRAINING)	55.00
				WAWA-EMPL OF THE MONTH (LYNN)	50.00
				WEBSTAIRANT/SUPP CHRISTMAS DI	106.73
				WESTSIDE AUTO-SEAT '96 CHEVY	35.00
	21966 Total				3,891.61
	21967	11/22/2022	DELAWARE ELECTRIC CO	GRAVEL HILL-OCT/NOV	24.73
				HARDSCRABBLE/PUMP WWTP-OCT	71.47
				HARDSCRABBLE/WTR TOWER-OCT	26.15
				HARDSCRABBLE-15752561-OCT	35.30
				WHARTON'S BLUFF-OCT	80.28
	21967 Total				237.93
	21968	11/22/2022	DELMARVA POWER	NOV/CHRISTMAS	795.51

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November 2022 Prepays

GENERAL	21968	44887	DELMARVA POWER	NOV/CIVIC	181.58
				NOV/MEDIAN	114.88
				NOV/PARK	132.52
				NOV/POLICE	776.48
				NOV/RR AVE GARAGE	43.91
				NOV/SEWER	13,916.04
				NOV/TOWN	1,476.85
				NOV/WATER	3,758.59
				NOV/WB ATKINS BALLPARK	273.93
	21968 Total				21,470.29
	21969	11/22/2022	DHR FINANCIAL SERVIC	DECEMBER/GENERAL	10,415.18
				DECEMBER/POLICE	31,992.85
				DECEMBER/SEWER	13,086.45
				DECEMBER/WATER	5,230.08
	21969 Total				60,724.56
	21970	11/22/2022	McKENZIE PAVING INC.	RT 24 SHOULDER/WHARTON ST	7,000.00
	21970 Total				7,000.00
	21971	11/22/2022	PRINCIPAL LIFE INSUR	DEC 2022 BILLING	1,328.19
	21971 Total				1,328.19
	21972	11/22/2022	REHOBOTH BEACH, CITY	6-SCAT DINNER 12/7/22	330.00
	21972 Total				330.00
	21973	11/22/2022	SUSSEX COUNTY ASSOC	S.C.A.T. BREAKFAST 12/9/22 (2	22.00
	21973 Total				22.00
	21974	11/22/2022	VERIZON	SWR-NOV/DEC DSL LINE	26.28
	21974 Total				26.28
	21975	11/29/2022	EYE MED	DEC/GENERAL (HIGH)	206.00
				DEC/POLICE (HIGH)	278.70
				DEC/SEWER (HIGH)	136.65
				DEC/WATER (HIGH)	62.71
	21975 Total				684.06
	21976	11/29/2022	EYE MED	DEC/POLICE (LOW)	40.15
				DEC/SEWER (LOW)	7.82
				DEC/WATER (LOW)	2.61
	21976 Total				50.58
	21977	11/29/2022	SELECTIVE INSURANCE	POL S3207718/COMMERCIAL PKG	2,222.00
	21977 Total				2,222.00
	21978	11/29/2022	VERIZON CONNECT NWF,	OCT 2022 BILLING	145.71
	21978 Total				145.71
	14396158	11/3/2022	T.O.M. POLICE PRO IM	OCT 2022 BLDG PERMITS	18,241.40
	14396158 Total				18,241.40
	18228785	11/3/2022	T.O.M. WATER IMPACT	OCT 2022 BLDG PERMITS	18,080.00
	18228785 Total				18,080.00
	26453992	11/21/2022	WITHHOLDING, TOWN OF	PR WK 11-23-2022	28,134.81
	26453992 Total				28,134.81
	27060504	11/15/2022	PAYROLL, TOWN OF MIL	PR WK 11-18-2022	42,013.90
	27060504 Total				42,013.90
	31286511	11/21/2022	PAYROLL, TOWN OF MIL	PR WK 11-23-2022	43,114.65
	31286511 Total				43,114.65
	45500927	11/7/2022	WITHHOLDING, TOWN OF	PR WK 11-10-2022	27,798.23
	45500927 Total				27,798.23
	46883563	11/1/2022	PAYROLL, TOWN OF MIL	PR WK 11-04-2022	41,141.65
	46883563 Total				41,141.65
	49985285	11/3/2022	T.O.M. SEWER IMPACT	OCT 2022 BLDG PERMITS	125,832.00
	49985285 Total				125,832.00
	53713301	11/3/2022	T.O.M.BUILDING FD 02	OCT 2022 BLDG PERMITS	21,000.00
	53713301 Total				21,000.00
	70168575	11/7/2022	PAYROLL, TOWN OF MIL	PR WK 11-10-2022	42,378.42
	70168575 Total				42,378.42
	71452074	11/15/2022	WITHHOLDING, TOWN OF	PR WK 11-18-2022	28,647.84
	71452074 Total				28,647.84
	77178249	11/1/2022	WITHHOLDING, TOWN OF	PR WK 11-04-2022	28,420.50
	77178249 Total				28,420.50
	82485957	11/3/2022	T.O.M. TRANSP/SW IMP	OCT 2022 BLDG PERMITS	10,500.00

November 2022 Prepaids

GENERAL	82485957 Total				10,500.00
GENERAL	Total				582,841.75
WITHHC	5316	11/16/2022	AFLAC	NOV 2022 BILLING	2,504.64
	5316 Total				2,504.64
	5317	11/16/2022	LEGAL SHIELD	NOV 2022 BILLING	302.10
	5317 Total				302.10
	453348	11/4/2022	DIVISION OF REVENUE	PR WK 11-04-2022	2,876.05
	453348 Total				2,876.05
	461034	11/10/2022	DIVISION OF REVENUE	PR WK 11-10-2022	2,876.61
	461034 Total				2,876.61
	467481	11/18/2022	DIVISION OF REVENUE	PR WK 11-18-2022	2,902.21
	467481 Total				2,902.21
	470683	11/23/2022	DIVISION OF REVENUE	PR WK 11-23-2022	2,912.75
	470683 Total				2,912.75
	11276624	11/4/2022	GF PASS THRU 941/CD	PR WK 11-04-2022	15,719.08
	11276624 Total				15,719.08
	17754092	11/17/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
	17754092 Total				75.00
	20059727	11/3/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
	20059727 Total				75.00
	33100571	11/10/2022	GF PASS THRU 941/CD	PR WK 11-10-2022	15,755.64
	33100571 Total				15,755.64
	35761276	11/23/2022	GF PASS THRU 941/CD	PR WK 11-23-2022	15,992.18
	35761276 Total				15,992.18
	65722205	11/18/2022	GF PASS THRU 941/CD	PR WK 11-18-2022	15,894.96
	65722205 Total				15,894.96
	70235750	11/23/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
	70235750 Total				75.00
	85196777	11/9/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
	85196777 Total				75.00
WITHHOLDING	Total				78,036.22
MSAF	1641	11/22/2022	DELMARVA POWER	NOV/MAGNOLIA	587.96
				NOV/MILL LANDING	244.97
				NOV/STREETS	5,190.67
	1641 Total				6,023.60
	1642	11/22/2022	McKENZIE PAVING INC.	RT 24 SHOULDER/WHARTON ST	7,000.00
	1642 Total				7,000.00
MSAF	Total				13,023.60
WSFS	1106	11/29/2022	BEARING CONSTRUCTION	PLANTA LAKES WTP CONTRACT	506,088.00
	1106 Total				506,088.00
WSFS TT 1%	Total				506,088.00
Grand Total					1,179,989.57

**MILLSBORO POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
December 2022**

TRAINING

1. November 1st – 3rd, Cpl. Christopher Ebke attended part 2 of Crime Scene Investigations, hosted by the Delaware State Police.
2. November 10th, Cpl. Christopher Ebke attended Fraud Investigations, hosted by the Delaware State Police.
3. November 15th -20th, Chief Brian Calloway, and Sgt. Evan Rogers attended the CALEA Conference in St. Louis, Missouri.
4. November 16th, Sgt. Matthew Dufour attended Case Law training, hosted by the Oceanview Police Department.

CALEA UPDATE

1. At this meeting a request will be made for Town Council to approve the proposed changes to the Millsboro Police Department Policies
 - a. Policy # 3 Job Descriptions (Rotating Shift Requirement).
 - b. Policy #14 Patrol Procedures (Rotating Shift Requirement).
2. During the CALEA Conference in St. Louis Missouri, the Millsboro Police Department was awarded the department's 5th Law Enforcement Accreditation Award.

Personnel Update

On Wednesday November 9th 2022, the Millsboro Police Department held their annual awards banquet. Please join us in congratulating all the award recipients.

The following staff members received awards:

Life saving Awards
Sgt. Patrick Forester
PFC. Dallas Millner
Ptlm. Cole Revel
Ptlm. Cody Justice

**MILLSBORO POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
December 2022**

Performance Commendation:

PtIm. Cody Justice - Nominated by Sgt. Patrick Forester
PFC. Dallas Millner - Nominated by Sgt. Matthew Dufour

Officer of the Year:

Sgt. Evan K. Rogers

Community Events

There were no community events scheduled for the month of November.

Grant Application

There are no grant applications for the month of November.

Roadway Closures/ Updates

At this meeting an overview of the Millsboro Christmas parade will be provided.

Plantation Lakes Water Treatment Plant Change Orders
 Date Prepared: 9/28/2022

Original Contract amount \$ 13,929,000.00
 Original substantial completion date 25-Apr-22

Change Order	Date	Amount	New Contract Amount	New substantial completion date	Reason for change order
1	11/2/2021	NA	NA	20-Jun-22	Power supply delays
2	2/2/2022	\$ (5,810.00)	\$ 13,923,190.00	NA	Window value engineering credit
3	2/3/2022	\$ 37,456.02	\$ 13,960,646.02	NA	Electrical changes
4	2/7/2022	\$ 25,711.50	\$ 13,986,357.52	NA	Fire Suppression system redesign
5	3/25/2022	\$ 22,241.67	\$ 14,008,599.19	NA	Well enclosure, elect. Changes, butterfly valve change, polymer pump change
6	5/2/2022	\$ 6,899.66	\$ 14,015,498.85	NA	CMU control joints, Zickert Panel 316 SS
7	6/20/2022	\$ 39,527.25	\$ 14,055,026.10	NA	FRP filter cover change
8	6/20/2022	\$ 14,773.50	\$ 14,069,799.60	NA	Radio antenna mounting
9	6/24/2022	\$ 336,331.45	\$ 14,406,131.05	28-Apr-23	Extension: Submittal reviews, COVID manpower issues, material/equipment procurement delays; Fee: FRP covers, electrical changes
10	9/16/2022	\$ 28,316.29	\$ 14,434,447.34	NA	Duct route change, electrical for cranes, settler slab support change, J-profile for windows
11	9/28/2022	\$ 28,183.73	\$ 14,462,631.07	NA	Lowering of building footer due to grade elevation change

TOTAL \$ 533,631.07

BENEFICIAL REUSE
WATER SERVICE AGREEMENT

THIS BENEFICIAL REUSE WATER SERVICE AGREEMENT (“Agreement”), is made and executed on this _____ day of _____, A.D., 202____,

BETWEEN

THE TOWN OF MILLSBORO, a municipal corporation of the State of Delaware, 322 Wilson Highway, Millsboro, Delaware 19966, (hereinafter referred to as “**TOWN**”).

AND

INDIAN RIVER SCHOOL DISTRICT, a political subdivision of the State of Delaware, 31 Hosier Street, Selbyville, Delaware 19975, (hereinafter referred to as “**SCHOOL DISTRICT**”).

RECITALS

- A. The Town owns and operates public water and wastewater systems that serve its residents. The Town’s existing State Street wastewater treatment facility (WWTF) employs biological nutrient removal, membrane ultrafiltration, ultraviolet light disinfection technologies, and chlorine disinfection to produce a high-quality effluent suitable for beneficial reuse.
- B. The Town recognizes the potential of a beneficial water reuse system and desires to construct additional projects that demonstrate to the community that it is safe, feasible and environmentally sound.
- C. The Town has completed a Preliminary Engineering Report (PER) and Environmental Assessment (EA) for a new WWTF that will be constructed on its White Farm located on the north side of Hardscrabble Road. Construction is expected to be completed in 2025. The Town intends to extend a beneficial reuse main (BRM) from its White Farm WWTF to the School District’s Ingram Pond Outdoor Education Center property (Ingram Pond).
- D. The Town and School District desire to enter into this Agreement setting forth the mutual understanding and undertakings regarding the Town’s provision of beneficial reuse water service for irrigation purposes to the School District’s Ingram Pond property and the construction of improvements necessary in connection therewith.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the sufficiency and receipt of which is hereby acknowledged, the Town and School District hereby agree as follows:

1. **Ingram Pond Irrigation System.** The Town and School District agree to collaborate and cooperate with each other in order to apply for loans and/or grants that will cover costs and expenses incurred for the design, permitting, construction, installation and/or inspection of an irrigation system for the Ingram Pond property identified as Sussex County Tax Map and Parcel No. 133-16.00-79.00, located at 24184 Godwin School Road, Millsboro Delaware, (hereinafter referred to as the “**Property**”).
 - A. The irrigation system shall be comprised of a booster pumping station, controls, underground piping, and a multi-zone network of “pop-up” style irrigation nozzles and/or drip irrigation system.
 - B. Water for the irrigation system shall be supplied by the Town’s beneficial reuse water system through a connection to a 14-inch diameter beneficial reuse main (BRM) that will be extended from the Town’s White Farm Wastewater Treatment Facility (WWTF) to the Property line. The Town shall be responsible for costs and expenses incurred for the design, permitting, construction, installation, maintenance and inspection of the BRM from its White Farm WWTF to the School District property line.
 - C. Design and construction of the irrigation system shall be performed in such a manner as to result in the least possible inconvenience to the School District. Such plans shall be provided to the Town and School District for approval prior to construction, which approval shall not be unreasonably withheld. After construction of the irrigation system, all earth shall be replaced and the Property restored to the condition it was in prior to construction, consistent with good engineering practices.
 - D. In the event the parties are not able to obtain loans and/or grants that will cover all of the costs and expenses incurred for the design, permitting, construction, installation, maintenance and/or inspection of an irrigation system, the parties shall meet and confer with regard to either proceeding with this Agreement or the Agreement shall terminate.
2. **Transfer of Ownership to School District.** Upon completion and final acceptance of the irrigation system by the Town and the School District, the Town shall execute, or cause to be executed, documents to transfer ownership of all irrigation system components (except for remote telemetry devices and SCADA network components specifically described in paragraph 3. below) to the School District, free and clear of all liens, claims, encumbrances and restrictions. Upon transfer of ownership, the School District shall be responsible for the lawful operation, maintenance, repair and replacement of all irrigation system components. School District ownership shall begin immediately downstream of the master shut off valve (which shall be located on or near the property line and which shall be owned and maintained by the Town) that isolates the

booster pump suction line from the Town's beneficial reuse main and shall include:

- A. Booster pump suction line;
 - B. Electrical service and distribution equipment;
 - C. Booster pumping station and controls;
 - D. Irrigation System Control Panel, except for Town telemetry equipment;
 - E. All irrigation system automated and manually operated valves (excluding the master shut off valve referenced above); and
 - F. All irrigation system components such as laterals, spray heads, tubing, and drip injectors.
3. **Telemetry Equipment Owned by Town.** The Town shall install remote telemetry equipment in the irrigation system control cabinet. This equipment will integrate the irrigation system into the Town's Supervisory Control and Data Acquisition (SCADA) network for water and wastewater facilities. The Town shall retain ownership of and responsibility for the maintenance, repair and replacement of the following irrigation system telemetry and SCADA network components:
- A. Uninterruptable power supply;
 - B. Remote telemetry unit;
 - C. Fiber optic termination cabinet and Ethernet switch; and
 - D. All above- and underground fiber optic network cables.
4. **Groundwater Monitoring Wells.** The Town shall be responsible for the installation, maintenance and upkeep of all required groundwater monitoring wells installed on the Property. The Town shall also be responsible for the collection of all samples, laboratory sample analyses, and reporting required by the DNREC land application permit. All costs associated with the foregoing shall be the responsibility of the Town.
5. **Beneficial Reuse Water Service.** Reuse water shall be processed at the Town's wastewater treatment facility in conformance with Delaware reclaimed water quality and treatment regulations for use on sites with unlimited public access. The Town agrees to supply the School District with all beneficial reuse water required for the aforementioned irrigation system subject to the following provisions:
- A. The Town shall supply beneficial reuse water for the irrigation system at no charge with respect to user fees or assessments to the School District and not

report same as collectible for sewer use fees. Any cost for electricity to operate the beneficial reuse irrigation system shall be paid by the School District.

- B. The application of beneficial reuse water to the Property by the School District shall comply with all conditions of a land application permit to be issued by the Delaware Department of Natural Resources and Environmental Control (DNREC). The Town shall provide the School District with copies of permits and/or recordkeeping requirements upon DNREC permit issuance. The Town shall be responsible for obtaining and maintaining such permit(s).
 - C. Upon demand, the School District shall provide the Town with records of amounts, dates used and copies of Material Safety Data Sheets ("MSDS") for any and all herbicides, insecticides, fertilizers and other chemicals used on the Property. All herbicides, insecticides, fertilizers and other chemicals shall be used in accordance with all State and Federal regulations and in accordance with the DNREC land application permit.
 - D. The School District shall keep and provide copies to the Town of all irrigation system operating records as required by the DNREC land application permit.
 - E. The School District may make irrigation system modifications and improvements, provided that no such changes or improvements affect permits issued for the Property by State agencies, such as DNREC, unless the approval of the Town and DNREC, or other relevant State agency, has been obtained.
 - F. Irrigation of the Property using the irrigation system contemplated for design and construction as contemplated by this Agreement with potable water from any public water system shall not be permitted unless specifically authorized in writing by the Town, which authorization shall not be unreasonably withheld.
6. **Town Right of Entry.** The School District shall grant to the Town, its successors and assigns, the right to reasonable access to, under, through and across the Property, for periodic monitoring as required by the DNREC land application permit, as well as the right to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, replace and remove the Town's remote telemetry system and fiber optic network equipment. It is hereby agreed and understood that such entry shall not unreasonably interfere with the School District's use and occupancy of the Property.
7. **A. Indemnification of Town by School District.** The School District covenants and agrees to indemnify, defend and hold the Town and its employees, Town Council members and representative harmless from any and all claims and demands for damages to persons or property suffered on account of the acts, faults or omissions of the School District or anyone acting for or on behalf of the School District, or which may arise from the violation of any law or ordinance by the School District or anyone acting for or on behalf of the School District, or from any personal injury or property damage resulting

from or arising out of the School District's use of the irrigation system in violation of this Agreement and/or the conditions of the system's DNREC land application permit.

B. Indemnification of School District by Town. The Town covenants and agrees to indemnify, defend and hold the School District and its employees, Board members and representatives harmless from any and all claims and demands for damages to persons or property suffered on account of the acts, faults or omissions of the Town or anyone acting for or on behalf of the Town, or which may arise from the violation of any law or ordinance by the Town or anyone acting for or on behalf of the Town, or from any personal injury or property damage resulting from or arising out of the Town's provision of beneficial reuse water for the irrigation system in violation of this Agreement, the conditions of the system's DNREC land application permit, or any discharges from the BRM supplying beneficial reuse water to the irrigation system from the White Farm WWTF onto (or onto and through) the Property.

8. **A. Reimbursement of Funds Expended by Town Due To Failure of School District to Perform Agreement.** In the event the Town shall pay or be compelled to pay any sum of money or to do any act which shall require the expenditure or payment of any money by reason of the School District's use of the irrigation system in violation of this Agreement and/or in violation of the conditions of the system's DNREC land application permit, the School District shall immediately repay the same to the Town upon demand.

B. Reimbursement of Funds Expended by School District Due To Failure of Town to Perform Agreement. In the event the School District shall pay or be compelled to pay any sum of money or to do any act which shall require the expenditure or payment of any money by reason of the Town's provision of beneficial reuse water for the irrigation system in violation of this Agreement and/or in violation of the conditions of the system's DNREC land application permit, the Town shall immediately repay the same to the School District upon demand.

9. **Liability Insurance.**

A. The School District agrees to keep in full force and effect, a policy of public liability insurance covering all aspects of this Agreement and the irrigation activities conducted by the School District, in which both the Town and the School District shall be named as parties covered thereby, or, in the alternative, a policy which provides equivalent protection to and is approved by the Town and in which the limits of liability shall be approved by the Town. The School District further agrees to furnish the Town with a certificate of insurance or other acceptable evidence on demand that such insurance is in full force and effect at all times.

B. The Town agrees to keep in full force and effect, a policy of public liability insurance covering all aspects of this Agreement and the Town's provision of reuse water to School District, in which both the School District and the Town shall be named as parties covered thereby, or, in the alternative, a policy which provides equivalent

protection to and is approved by the School District and in which the limits of liability shall be approved by the School District. The Town further agrees to furnish the School District with a certificate of insurance or other acceptable evidence that such insurance is in full force and effect at all times.

10. **Term of Agreement.** The term of this Agreement shall be perpetual, subject to the provisions of this Agreement and/or unless termination is otherwise required due to loss of land application permit, loss of other applicable license, or if required by any applicable statute, ordinance or governmental regulation.
11. **Reserved.**
12. **Revision or Termination of Agreement Due to Regulatory Requirements.** If during the term of this Agreement, regulatory prohibitions and/or permit conditions are imposed upon the Town that necessitate changes to the operation, the Town shall have the right to amend the provisions of this Agreement as necessary in order to comply with the regulatory prohibitions and/or permit conditions. The School District shall have the right to either accept the amended provisions, or to terminate the Agreement.
13. **Termination of Agreement.** If the parties hereto mutually agree to a termination of this Agreement, any such agreement must be reduced to writing in order to be effective. If there is no written agreement between the parties, then this Agreement shall not be considered as being terminated by mutual agreement.
14. **Discharge of Liens by Town.** If during the period of construction of the irrigation system or thereafter, any mechanics lien or other type of creditor's lien shall be filed against the Property, or any part thereof, as a result of the Town's construction activities at the Property, the Town shall, at its own cost and expense, cause said lien to be discharged by payment, bonding or otherwise, as provided by law, within thirty (30) days after receiving written notice thereof from the School District. Despite the foregoing, nothing herein contained shall in any way prejudice the rights of the Town to contest or otherwise dispute the validity of the lien and to defend itself in any judicial, administrative or other proceeding. The Town, upon the receipt of a reasonable written notice and request to defend from the School District, shall also, at the Town's sole cost and expense (which shall include, but not be limited to, reasonable attorneys' fees), defend and indemnify the School District in any action, suit or proceeding which may be brought against the School District concerning any such lien. The Town shall also be responsible for paying any damages and/or for the satisfaction and discharge of any judgment entered against the School District as a result of such action, suit or proceeding.
15. **Acts of Default Defined.** Failure to do, observe, keep and/or perform any of the terms, covenants, conditions, agreements and/or provisions of this Agreement shall be deemed a default and a material breach of this Agreement.

16. **Town's Remedies in Event of School District's Default.** The Town's remedies upon the School District's default are as follows:
- A. If the School District breaches any term, covenant, condition, agreement or other provision of this Agreement or otherwise defaults according to the terms stated in paragraph 15 above, and the School District fails to cure said breach within ten (10) days after written notice to the School District from the Town specifying said breach, the Town, at its option, may declare this Agreement terminated without further demand or notice.
 - B. **School District's Liability for Costs and Fees upon Default.** It is specifically agreed by the School District that it shall be liable to the Town for all damages, losses, and costs incurred by the Town as a result of any default by the School District, including, but not limited to: (i) costs of suit; (ii) reasonable expert and attorneys' fees; and (iii) penalties and fines imposed by State or other regulatory agencies (if any).
17. **School District's Remedies in Event of Town's Default.** The School District's remedies upon the Town's default are as follows:
- A. If the Town breaches any term, covenant, condition, agreement or other provision of this Agreement or otherwise defaults according to the terms stated in paragraph 15 above, and the Town fails to cure said breach within ten (10) days after written notice to the Town from the School District specifying said breach, the School District, at its option, may declare this Agreement terminated without further demand or notice.
 - B. **Town's Liability for Costs and Fees upon Default.** It is specifically agreed by the Town that it shall be liable to the School District for all damages, losses, and costs incurred by the School District as a result of any default by the Town, including, but not limited to: (i) costs of suit; (ii) reasonable expert and attorneys' fees; and (iii) penalties and fines imposed by State or other regulatory agencies (if any).
18. **Waiver of Breach.** No waiver of any breach or breaches of any provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision or of any other provision hereof.
19. **Assignment.** Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the parties without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and personal representatives. Nothing expressed or referred to in this Agreement is intended as or shall be construed to give any person other than the parties hereto or their respective heirs, successors, personal representatives and assigns any legal or equitable right, remedy or claim under

or in respect of this Agreement or any provision contained herein, it being the intention of the parties hereto that this Agreement is for the sole and exclusive benefit of such parties or such heirs, successors, personal representatives and assigns and for no other persons.

20. **Manner of Giving Notices.** Any notice required to be given under this Agreement either by the Town to the School District, or by the School District to the Town, shall be given in writing in each case at the address stated above, or such other address as either party shall provide to the other for such purpose, in writing. Written notice shall be given by registered or certified mail, return receipt requested, or by overnight delivery service (such as Federal Express, UPS or the like) where proof of delivery and date of delivery is provided.
21. **Headings for Convenience Only.** The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.
22. **Severability.** If any provision, phrase or subportion herein is later determined to be invalid for any reason, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.
23. **Binding Effect of Agreement.** All the terms, covenants and conditions of this Agreement shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.
24. **Change in Agreement Required to be in Writing.** None of the terms, covenants and conditions of this Agreement shall in any manner be altered, waived, changed or abandoned, nor shall said term or any part thereof be surrendered except by a written instrument signed and delivered by the parties hereto.
25. **No Conclusion as to Drafter.** This Agreement is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.
26. **Costs and Attorneys' Fees.** In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to collect costs and reasonable attorneys' fees arising therefrom.
27. **Duplicate Originals.** This Agreement may be executed by the parties hereto in duplicate, either copy of which shall be considered and construed as an original.
28. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Delaware.

IN WITNESS WHEREOF, and intending to create an instrument executed under seal, the Town and School District have duly executed this Agreement under seal as of the day and year first written above. Each of the undersigned adopts as his or her seal the word (“SEAL”) appearing beside or near his or her signature below.

THE TOWN OF MILLSBORO:

Attest: _____ (SEAL)
Secretary

_____ (SEAL)
Mayor

INDIAN RIVER SCHOOL DISTRICT

By: _____ (SEAL)
Superintendent

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 5/26/22.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: 11/15/22 .

Background Data

Effective Date of Owner-Engineer Agreement: 5/24/22

Owner: The Town of Millsboro

Engineer: Century Engineering, LC, a Kleinfelder Company

Project: 2022 White Farm WWTP, Contract No. 1 Force Main and Beneficial Reuse Line

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

- ***Revised design of forcemains from open trench to horizontal directional drill (HDD) along Plantation Lake Golf Course from the intersection of Belmont Blvd and Godwin School Road, to Long Drain Ditch.***
 - o ***Fee: \$18,000***
- ***Revised design along Godwin School Road, from Olney Way to Sheep Pen Road, along Sheep Pen Road to Godwin School Road and along Godwin School Road to the easement area along the perimeter of Plantation Lakes between Godwin School Road and Country Living Road.***
 - o ***Fee: \$10,000***

- **Trace in waterlines, fiber optic lines, "UGT" designated lines from recently provided as-built information into AutoCAD. Revise alignment to avoid conflicts and update the easement exhibit.**
 - o **Fee: \$6,500**

- **SUE contractor to provide the location of test holes from measurements from surface features and depth from existing grade. Century to plot information and adjust the vertical and horizontal alignment to avoid conflicts. This work assumes that referenced surface features and existing grade agree with information already attained by Century through survey or provided by the Town. Includes minor adjustments to plans based on SUE information.**
 - o **Fee: \$18,000**

Agreement Summary:

Original agreement amount:	\$ <u>205,583.00</u>
Net change for prior amendments:	\$ <u>20,209.00</u>
This amendment amount:	\$ <u>42,500.00</u>
Adjusted Agreement amount:	\$ <u>268,292.00</u>

Change in time for services (days or date, as applicable): 3 weeks, following receipt of SUE information

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Millsboro

ENGINEER:

Century Engineering, LLC a Kleinfelder Company


By:

Print name: Jamie Burk

Title: Town Manager

Date Signed: _____

By:

Print name: 
Alan Marteney, PE

Title: Senior Vice President

11/10/22

28

P/O Tax Map No: 2-33-5.00-86.03

Prepared By/Return To:

Edward A. Tarlov, Esquire
Giordano, DelCollo, Werb & Gagne, LLC
19413 Jingle Shell Way, Unit 6
Lewes, DE 19958

**DECLARATION OF ANNEXATION TO ADD PHASE 7 OF THE CONCORD POINT II
CONDOMINIUM TO THE VILLAGES OF MILLWOOD**

This Declaration of Annexation to Add Phase 7 of the Concord Point II Condominium to the Villages of Millwood (the "Annexation Declaration") is made this _____ day of _____, 2022 by 847 Cranbrook Drive, LLC, a Delaware limited liability company ("847 Cranbrook").

RECITALS

WHEREAS Mitchell Avenue Associates, LLC ("Mitchell") executed an Amended And Restated Declaration Establishing A Plan For Condominium Ownership Of Premises Situate In The Town Of Millsboro, Sussex County, Delaware Pursuant To The Unit Property Act Of The State Of Delaware Of Concord Point Village Condominium dated November 22, 2010 (the "Condominium Declaration") and the same was recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 3858, Page 75, creating the Concord Point Village Condominium in accordance with all of the terms, provisions, covenants, and restrictions of the Condominium Declaration and of the Delaware Unit Property Act (the "Act"); and

WHEREAS, Mitchell as Master Developer executed a Declaration of Covenants, Conditions and Restrictions For the Villages of Millwood (the "Master Declaration") recorded in the Office of the Recorder of Deeds aforesaid in Deed Book 3227, Page 1.

WHEREAS, Mitchell, pursuant to the Condominium Declaration and the Master Declaration, reserved the right to assign its rights as the "Master Developer" and "Developer" under the Condominium Declaration and the Master Declaration; and

WHEREAS, Mitchell assigned all of its rights as the "Developer" to Millwood Acquisitions, LLC, a Delaware limited liability company ("Millwood") pursuant to that certain Assignment of Developer's Rights Under the Amended And Restated Declaration of Condominium For Concord Point Village Condominium, dated December 20, 2012 and recorded in the Office of the Recorder of Deeds, aforesaid in Deed Book 4077, Page 128; and

WHEREAS, Millwood assigned to 847 Cranbrook all of its rights, title, interest, duties and obligations as "Master Developer", "Developer" and Declarant, and otherwise under any and all of the Condominium Documents and the Master Declaration solely and exclusively with respect to, and associated with, Phases 7-14, inclusive, as set forth on that certain Revised Development Phasing Plan recorded in Office of the Recorder of Deeds November 21, 2015 in Plot Book 214, page 35 (collectively, "**Phases 7-14**"), to construct additional Buildings in Phases 7-14 in

accordance with the Condominium Documents; to exercise all rights reserved by Declarant under the Condominium Documents; and the Master Developer under the Master Declaration with respect to Phases 7-14, and granted to Declarant and Master Developer under all powers of attorney in favor of Declarant and Master Developer, with respect to Phases 7-14 (collectively the “Assigned Rights”) as recorded in the Office of the Recorder of Deeds in Book 5386, Page 104 and Book 5672, Page 179.

WHEREAS, Master Developer pursuant to section 2.5.4 titled “Deannexation” of the “Master Declaration” with the consent of the Town of Millsboro withdrew, removed and deannexed the former Phases 7-14 of Concord Point Village from the Villages of Millwood, as provided on the Declaration of Deannexation to Remove Phases 7-14 of the Concord Point Village Condominium from the Villages of Millwood recorded in the Office of the Recorder of Deeds, Sussex County, Delaware dated _____, in Book ____, Page ____;

WHEREAS, in connection with the deannexation, the Master Developer created a new Phase 7, substituting and replacing the former Phases 7-14, to be created and recorded as Concord Point II Condominium and, upon approval of the Town of Millsboro and the Master Developer, will annex the new Phase 7 into the Villages of Millwood;

WHEREAS, the “Master Developer” desires to add the new Phase 7 of Concord Point Village, to the Villages of Millwood, as set forth on that certain Revised Deannexation and Phasing Plan for Villages of Millwood Concord Point II Condominium prepared by Hillcrest Associates, dated October 20, 2022 to be recorded in the Office of the Recorder of Deeds, Sussex County, Delaware upon approval of the Town of Millsboro.

NOW THEREFORE: WITNESSETH

1. “Master Developer” hereby adds and annexes Phase 7 Concord Point Village, to the Villages of Millwood, as set forth on that certain Deannexation and Phasing Plan for Villages of Millwood Concord Point II Condominium prepared by Hillcrest Associates, dated October 20, 2022 (the “New Phasing Plan”).
2. It is the Master Developer’s intention to develop phase 7 as a condominium regime to be known as Concord Point II Condominium separate and apart from the existing Concord Point Village Condominium, but be subject to the Master Declaration for the Villages of Millwood and, among other things, be responsible for paying its proportionate share of homeowners association dues in connection with the Villages of Millwood.
3. The Master Developer has submitted the Concord Point II Condominium Declaration of Condominium, Bylaws and Declaration Plan and New Phasing Plan for the Villages of Millwood to include the Concord Point II Condominium in the location of the former Phases 7-14 to the Town of Millsboro and the Town has approved same.
4. The instrument shall be governed by and construed in accordance with the laws of State of Delaware.

IN WITNESS WHEREOF, 847 Cranbrook Drive, LLC has caused its hand and seal to be affixed hereto on the day and year first above written.

847 Cranbrook Drive, LLC
a Delaware limited liability company

Witness

_____(SEAL)
By: Ronald T. Moore, Manager

STATE OF DELAWARE :
 :SS
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on the ____ day of _____, 2022, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, Ronald T. Moore, Manager of 847 Cranbrook Drive, LLC a Delaware limited liability company, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and deed of the said company.

In Witness Whereof, and hereunto set my hand and official seal.

Notary Public
Print Name: _____

My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE
TOWN OF MILLSBORO

The undersigned hereby certifies that the within Declaration of Annexation is hereby accepted by the Town of Millsboro, this _____ day of _____, 2022.

THE TOWN OF MILLSBORO

(TOWN SEAL)

By: _____
Faye Lingo, Mayor

Attest: _____
James C. Kells, Secretary

STATE OF DELAWARE :
:ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2022, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Faye Lingo, Mayor of the Town of Millsboro, a municipal corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed, and the act and deed of the said municipal corporation; that the signature of the Mayor is in her own proper handwriting; that the seal affixed is the common and corporate seal of the said municipal corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Town Council of the said municipal corporation.

Given under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
Print Name: _____
My Commission Expires: _____

P/O Tax Map No: 2-33-5.00-86.03

Prepared By/Return To:

Edward A. Tarlov, Esquire
Giordano, DelCollo, Werb & Gagne, LLC
19413 Jingle Shell Way, Unit 6
Lewes, DE 19958

**DECLARATION OF DEANNEXATION TO REMOVE PHASES 7-14 OF THE
CONCORD POINT VILLAGE CONDOMINIUM FROM THE VILLAGES OF
MILLWOOD**

This Declaration of Deannexation to Remove Phases 7-14 of the Concord Point Village Condominium From the Villages of Millwood (the “Removal Declaration”) is made this _____ day of _____, 2022 by 847 Cranbrook Drive, LLC, a Delaware limited liability company (“847 Cranbrook”).

RECITIALS

WHEREAS Mitchell Avenue Associates, LLC (“Mitchell”) executed an Amended And Restated Declaration Establishing A Plan For Condominium Ownership Of Premises Situate In The Town Of Millsboro, Sussex County, Delaware Pursuant To The Unit Property Act Of The State Of Delaware Of Concord Point Village Condominium dated November 22, 2010 (the “Condominium Declaration”) and the same was recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 3858, Page 75, creating the Concord Point Village Condominium in accordance with all of the terms, provisions, covenants, and restrictions of the Condominium Declaration and of the Delaware Unit Property Act (the “Act”); and

WHEREAS, Mitchell as Master Developer executed a Declaration of Covenants, Conditions and Restrictions For the Villages of Millwood (the “Master Declaration”) recorded in the Office of the Recorder of Deeds aforesaid in Deed Book 3227, Page 1; and

WHEREAS, Mitchell, pursuant to the Condominium Declaration and the Master Declaration, reserved the right to assign its rights as the “Master Developer” and “Developer” under the Condominium Declaration and the Master Declaration; and

WHEREAS, Mitchell assigned all of its rights as the “Developer” to Millwood Acquisitions, LLC, a Delaware limited liability company (“Millwood”) pursuant to that certain Assignment of Developer’s Rights Under the Amended And Restated Declaration of Condominium For Concord Point Village Condominium, dated December 20, 2012 and recorded in the Office of the Recorder of Deeds, aforesaid in Deed Book 4077, Page 128; and

WHEREAS, Millwood assigned to 847 Cranbrook all of its rights, title, interest, duties and obligations as “Master Developer”, “Developer” and Declarant, and otherwise under any and all of the Condominium Documents and the Master Declaration solely and exclusively with respect to, and associated with, Phases 7-14, inclusive, as set forth on that certain Revised Development

Phasing Plan recorded in Office of the Recorder of Deeds November 21, 2015 in Plot Book 214, page 35 (collectively, “Phases 7-14”), to construct additional Buildings in Phases 7-14 in accordance with the Condominium Documents; to exercise all rights reserved by Declarant under the Condominium Documents; and the Master Developer under the Master Declaration with respect to Phases 7-14, and granted to Declarant and Master Developer under all powers of attorney in favor of Declarant and Master Developer, with respect to Phases 7-14 (collectively the “Assigned Rights”) as recorded in the Office of the Recorder of Deeds in Book 5386, Page 104 and Book 5672, Page 179; and

WHEREAS, pursuant to section 2.5.4 titled “Deannexation” of the “Master Declaration”, the “Master Developer” during the Master Developer Control Period exclusively may unilaterally amend the “Master Declaration” in order to remove (“Deannex”) any portion of the Villages of Millwood property from the Development (as defined in the Master Declaration) with approval of the Town of Millsboro; and

WHEREAS, under Article I, “Definitions” the Master Developer Control Period is defined as the later of conveyance of all lots within the Villages of Millwood to titleholders other than the Master Developer or December 31, 2014; and

WHEREAS, title to Phases 7-14 of Concord Point remain in 847 Cranbrook (the “Master Developer”) and therefore within the Master Developer Control Period; and

WHEREAS, the “Master Developer” desires to remove Phases 7-14, inclusive, of Concord Point Village, from the Villages of Millwood, as set forth on that certain Revised Development Phasing Plan recorded in the Office of the Recorder of Deeds, Sussex County, Delaware dated November 15, 2015 in Plot Book 214, Page 35, from the effect of the “Master Declaration” and Concord Point Village Condominium with approval of the Town of Millsboro.

NOW THEREFORE: WITNESSETH

1. “Master Developer” hereby withdraws, removes and deannexes Phases 7-14, inclusive, of Concord Point Village, from the Villages of Millwood, as set forth on that certain Revised Development Phasing Plan recorded in the Office of the Recorder of Deeds, Sussex County, Delaware dated November 15, 2015 in Plot Book 214, Page 35.
2. Phases 7-14 shall no longer be subject to the provisions of the Master Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to the Master Developer pursuant to the Master Declaration which affect the deannexed property and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to the Master Developer in the instrument effectuating such deannexation.
3. Notwithstanding the above stated withdrawal and deannexation, it is the Master Developer’s intention to develop phases 7-14 as a condominium regime to be known as Concord Point II Condominium separate and apart from the existing Concord Point Village Condominium but be subject to the Master Declaration for the Villages of Millwood and

among other things be responsible for paying its proportionate share of homeowners association dues in connection with the Villages of Millwood.

- 4. The Master Developer will submit the Concord Point II Condominium Declaration of Condominium, Bylaws and Declaration Plan and new Phasing Plan for the Villages of Millwood to include the Concord Point II Condominium in the location of the former Phases 7-14 to the Town of Millsboro for approval along with this Removal Declaration.
- 5. The instrument shall be governed by and construed in accordance with the laws of State of Delaware.

IN WITNESS WHEREOF, 847 Cranbrook Drive, LLC has caused its hand and seal to be affixed hereto on the day and year first above written.

847 Cranbrook Drive, LLC
a Delaware limited liability company

(SEAL)

Witness

By: Ronald T. Moore, Manager

STATE OF DELAWARE :
:ss
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on the ____ day of _____, 2022, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, Ronald T. Moore, Manager of 847 Cranbrook Drive, LLC a Delaware limited liability company, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and deed of the said company.

In Witness Whereof, and hereunto set my hand and official seal.

Notary Public
Print Name: _____

My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE
TOWN OF MILLSBORO

The undersigned hereby certifies that the within Declaration of Deannexation is hereby accepted by the Town of Millsboro, this _____ day of _____, 2022.

THE TOWN OF MILLSBORO

(TOWN SEAL)

By: _____
Faye Lingo, Mayor

Attest: _____
James C. Kells, Secretary

STATE OF DELAWARE :
: **ss.**
COUNTY OF SUSSEX :

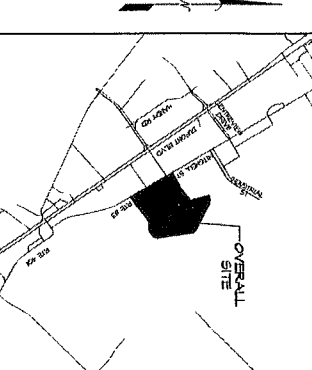
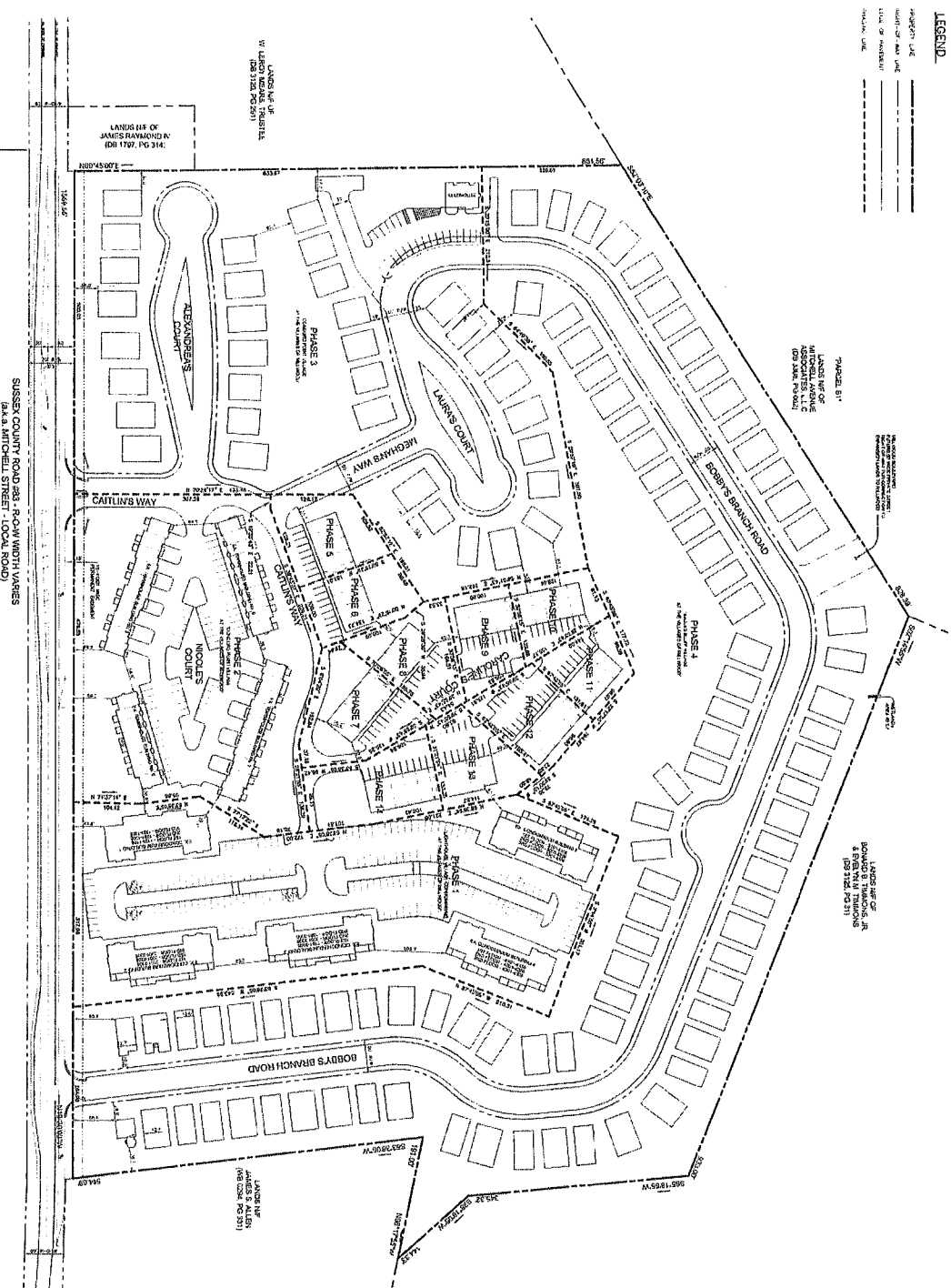
BE IT REMEMBERED, that on this _____ day of _____, 2022, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Faye Lingo, Mayor of the Town of Millsboro, a municipal corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed, and the act and deed of the said municipal corporation; that the signature of the Mayor is in her own proper handwriting; that the seal affixed is the common and corporate seal of the said municipal corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Town Council of the said municipal corporation.

Given under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
Print Name: _____
My Commission Expires: _____

LEGEND

- PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING ROAD RIGHT-OF-WAY
- EXISTING ROAD RIGHT-OF-WAY
- EXISTING ROAD RIGHT-OF-WAY



LOCATION MAP
SCALE: 1" = 400'

DATA COLUMN

1. LOTS: PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7, PHASE 8, PHASE 9, PHASE 10, PHASE 11, PHASE 12, PHASE 13, PHASE 14
2. TYPE OF USE: RESIDENTIAL CONDOMINIUM
3. AREA: ACRES
4. TOTAL AREA: ACRES
5. TOTAL AREA: ACRES
6. TOTAL AREA: ACRES
7. TOTAL AREA: ACRES
8. TOTAL AREA: ACRES
9. TOTAL AREA: ACRES
10. TOTAL AREA: ACRES
11. TOTAL AREA: ACRES
12. TOTAL AREA: ACRES
13. TOTAL AREA: ACRES
14. TOTAL AREA: ACRES

CERTIFICATION OF ACCURACY

I, the undersigned, certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed and qualified professional engineer or surveyor in the State of Delaware.

DATE: 10/20/22
 NAME: [Signature]
 TITLE: [Title]

CERTIFICATION OF OWNERSHIP

I, the undersigned, certify that I am the owner of the property described herein, and that the information furnished herein is true and correct to the best of my knowledge and belief.

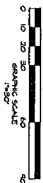
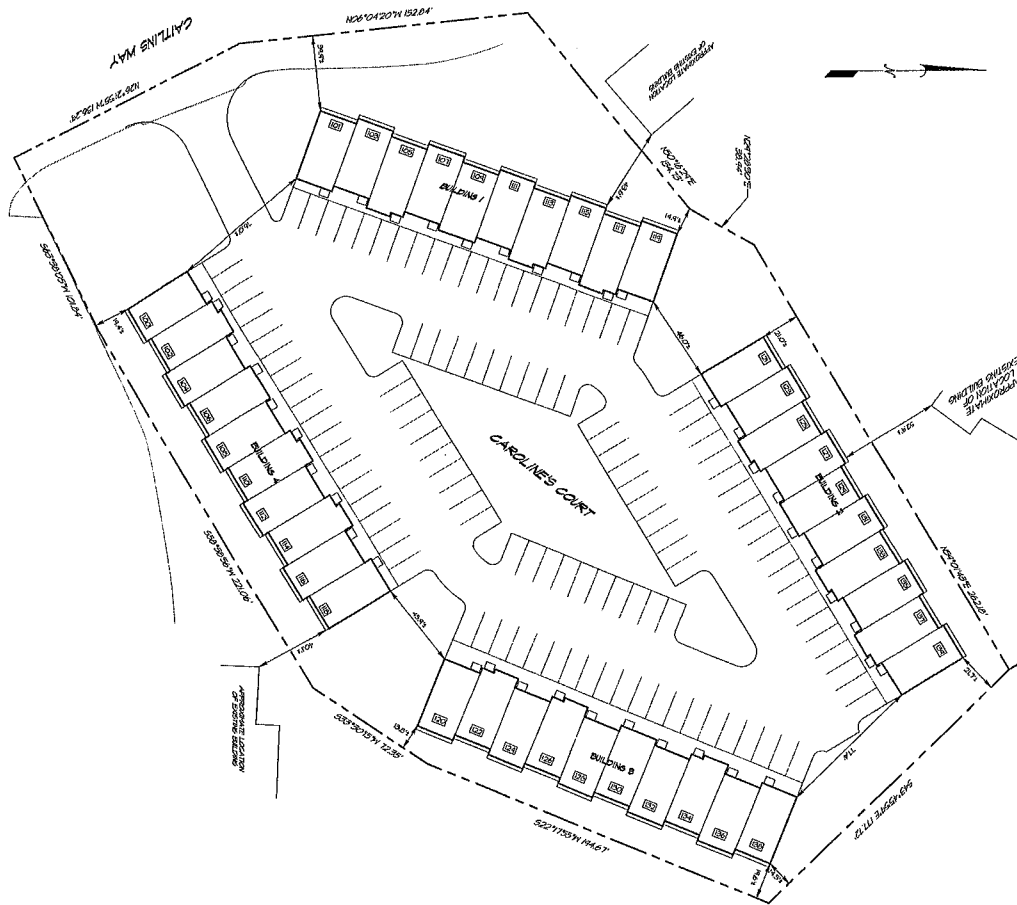
DATE: 10/20/22
 NAME: [Signature]
 TITLE: [Title]

**REVISED DEANEXATION AND PHASING PLAN
FOR VILLAGES OF MILLWOOD,
CONCORD POINT II CONDOMINIUM
TOWN OF MILLSBORO - DAGSBORO HUNDRED
SUSSEX COUNTY, DELAWARE**

HILLCREST ASSOCIATES

ARCHITECTURE • ENGINEERING • LAND PLANNING • SURVEYING
 P.O. BOX 180
 HARRINGTON, DE 19927
 TEL: 610-274-8863
 FAX: 610-274-0047

DATE:	10/20/22	DATE:	REVISION
DRAWN BY:	TAS		
CHECKED BY:	CHK		
PROJ. NO.:	46-72		
SCALE:	1" = 60'		
CAD FILE NAME:	4612C199		



NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM HILLCREST ASSOCIATES.

2 of 2	DATE:	10-20-22	DATE:	REVISION:
	DRAWN BY:	TAS		
	CHECKED BY:	CHC		
	PROJ. NO.:	4612		
	SCALE:	1"=50'		
CAD FILE NAME:	4612CDP.PRO			

REVISED DEANEXATION AND PHASING PLAN
FOR VILLAGES OF MILLWOOD,
CONCORD POINT II CONDOMINIUM
TOWN OF MILLSBORO - DAGSBORO HUNDRED
SUSSEX COUNTY, DELAWARE



HILLCREST ASSOCIATES
 ARCHITECTURE • ENGINEERING • LAND PLANNING • SURVEYING
 P.O. BOX 1100 HOCKESSIN, DE 19707
 TEL: 810 274 8833 FAX: 810 274 8862

November 18, 2022

Mr. Jamie Burke, Town Manager
Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

**RE: QUITCLAIM BARKER ALLEY
TOWN OF MILLSBORO
SERIES J OF BALSAMO REAL ESTATE, LLC
TAX MAP 133-17.13-118.00**

Dear Jamie:

On behalf of Series J of Balsamo Real Estate, LLC and pursuant to your request, I have attached the documents prepared for the Quitclaim of Barkers Alley from the Town of Millsboro to Series J of Balsamo Real Estate, LLC as described and shown on the attached survey.

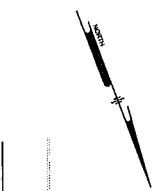
If these documents are satisfactory for the transfer of lands as described, then let us know how many copies of deeds and plans are required to get approvals and signatures to finalize. If additional information is needed, please do not hesitate to contact me anytime.

Respectfully Submitted,

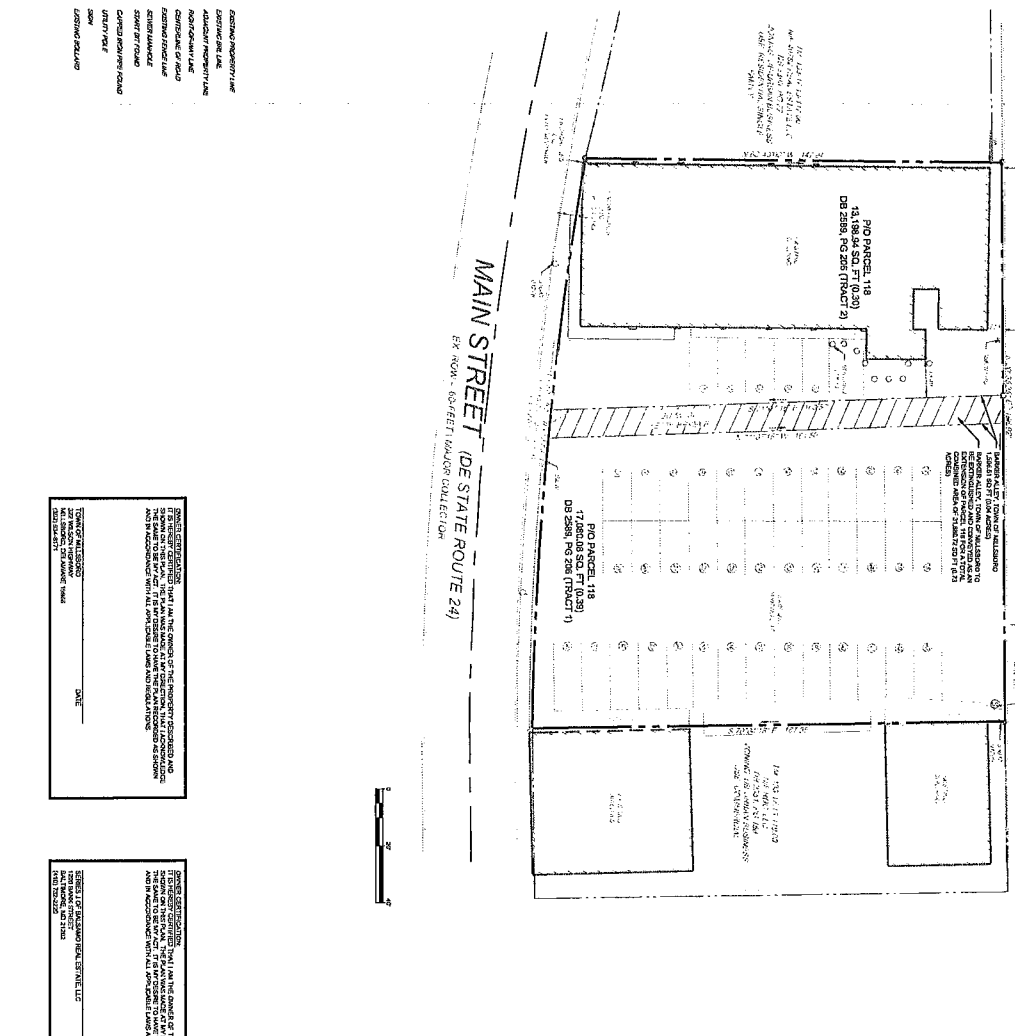
PENNONI

A handwritten signature in blue ink, appearing to read "Mark H Davidson", is positioned above the typed name.

Mark H Davidson, Vice President
Principal Land Planner



- ### LEGEND
- EXISTING PROPERTY LINE
 - EXISTING DRIVE LANE
 - EXISTING DRIVEWAY
 - EXISTING SIDEWALK
 - EXISTING UTILITY LINES
 - EXISTING CONCRETE
 - EXISTING DRIVEWAY
 - EXISTING SIDEWALK
 - EXISTING UTILITY LINES
 - EXISTING CONCRETE
 - EXISTING DRIVEWAY
 - EXISTING SIDEWALK
 - EXISTING UTILITY LINES
 - EXISTING CONCRETE



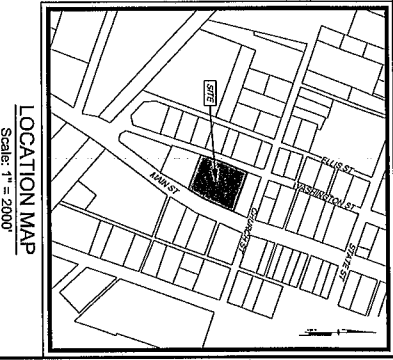
WASHINGTON STREET (IDE STATE ROUTE 30)
 EX. ROAD - 40' EASE - MAJOR COLLECTOR

MAIN STREET (IDE STATE ROUTE 24)
 EX. ROAD - 40' EASE - MAJOR COLLECTOR

CONTRACT INFORMATION
 CONTRACT NO. _____
 DATE _____

PROJECT INFORMATION
 PROJECT NAME _____
 DATE _____

PROPERTY INFORMATION
 PROPERTY ADDRESS _____
 DATE _____



GENERAL NOTES:

1. THE EXISTING PROPOSED DRIVEWAY AND SIDEWALK ON THIS PLAT WAS TAKEN FROM THE DEED BOOK 2588, PAGE 205, PER AN ACTUAL FIELD SURVEY PERFORMED BY PENNONI ASSOCIATES IN MAY 2002.
2. THIS PLAT DOES NOT REFER TO THE LOCATION AND/or SUBJECT PROPERTY AND IS NOT THE SUBJECT PROPERTY REQUESTED OR PROVIDED.
3. THIS PROPERTY APPEARS ON SUSSEX COUNTY TAX MAP 125P113 AS PARCEL 1180.
4. CLASS OF SUBDIVISION

NO.	DATE	REVISIONS	BY

TM: 133-17-13-118.00
 101 MAIN STREET RENOVATORS
 105 MAIN STREET, MILLSBORO, DE 19966
 DAGSBORO HUNDRED, SUSSEX COUNTY, DE

BOUNDARY CONSOLIDATION PLAT & LOCATION SURVEY

SERIES OF BALSAMO REAL ESTATE, LLC
 1200 BANK STREET
 BALTIMORE, MD 21202

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTICED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

Pennon

Pennoni Associates Inc.
 18072 Davidson Drive
 Millsboro, DE 19966
 T 302.684.8000 F 302.684.8064

Parcel ID: 133-17.13-118.00
PREPARED BY & RETURN TO:
Aleman Echevarria Attorneys at Law
326 High Street, Suite 101
Seaford, DE 19973
File No.: 2022-161 DO

No Title Request Requested or Performed
Deed Preparation Only

THIS QUITCLAIM DEED, made this ____ day of November, 2022,

- BETWEEN -

TOWN OF MILLSBORO, of 322 Wilson Highway, Sussex County, Delaware, party of the first part,

- AND -

SERIES J OF BALSAMO REAL ESTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, of 1200 Bank Street, Baltimore, MD 21202, party of the second part, as **sole owner**.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of **TEN DOLLARS AND 00/100 (\$10.00)**, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto Series J of Balsamo Real Estate, LLC, the party of the second part, and its successors and assigns, in fee simple, the following described lands, situate, lying and being in County, Delaware:

ALL that certain piece, and tract and parcel lying in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware and being more particularly described as follows:

BEGINNING at a star bit found, said star bit lying on the easterly right-of-way of Washington Street and being a corner for this Parcel and Tract 1, Lands now or formerly of Series J of Balsamo Real Estate, LLC.; thence by and with this Parcel and Tract 1, Lands now or formerly of Series J of Balsamo Real Estate, LLC., South 71 degrees, 07 minutes, 16 seconds East, 161.50 feet to a point, said point being a corner for this Parcel and the westerly right-of-way of Main Street; thence by and with this Parcel and the westerly right-of-way of Main Street, with a curve to the right, said curve having a radius of 1,276.38 feet, an arc distance of 10 feet and a chord bearing and distance of South 26 degrees, 23 minutes, 19 seconds West, 10 feet to a point, said point being a corner for this Parcel and the Tract 2, Lands now or formerly of Series J of Balsamo Real Estate, LLC.; thence by and with this Parcel and Tract 2, Lands now or formerly of Series J of Balsamo Real Estate, LLC., North 71 degrees, 07 minutes, 16 seconds West, 160.50 feet to a star bit found, said star bit being a corner for this Parcel and the easterly right-of-way of Washington Street; thence by and with this Parcel and the easterly right-of-way

of Washington Street, North 20 degrees, 35 minutes, 25 seconds East, 9.92 feet to a star bit, said star bit being the Point of Beginning for this description.

This Parcel contains 1,596.51 square feet, more or less.

SUBJECT to any and all restrictions, reservations, conditions, easements and agreements of record in the Sussex County Recording Office in and for the State of Delaware.

IN WITNESS WHEREOF, the said Town of Millsboro has caused its name to be hereunto set under seal by _____, Authorized Person of the Town of Millsboro, the day and year first above written.

Signed, sealed and delivered in the presence of: . . .

TOWN OF MILLSBORO

Witness

By: _____
Authorized Person of Town of Millsboro

**STATE OF DELAWARE
COUNTY OF SUSSEX, to-wit**

BE IT REMEMBERED, that on this _____ day of November, A.D. 2022, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, _____, Authorized Person of the Town of Millsboro, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said municipality; that the signature is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said municipality; and that his/her act of signing, sealing, acknowledging and delivering said Indenture was first duly authorized by a resolution of the town council of said Town of Millsboro.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Notary Public

My Commission Expires: _____

GRANTEE ADDRESS:

1200 Bank Street
Baltimore, MD 21202

J&Y Parker Family L.P.

Phone 302-732-1222

Email: jyparkerfamily@gmail.com

P.O. BOX 1582

Millsboro, DE 19966

December 1, 2022



Mayor & Council
Town Of Millsboro
322 Wilson Hwy
Millsboro, DE 19966

Dear Mayor & Council

We are asking for a continued conditional use allowance for the Apartment #1, and Apartment #2, located over the warehouse located at 332 Main Street, Millsboro, Tax Map #21-187, 1-33-17.09-029.00.

We feel the units for security and maintenance of our properties there and across the street.

Thank you in advance for your consideration.

Sincerely,

J&Y Parker Family, L.P.

David K. Parker

RECEIVED
TOWN OF MILLSBORO
DEPARTMENT OF PUBLIC WORKS

pd [signature]
401

TOWN OF MILLSBORO

APPLICATION FOR CONDITIONAL USE

Fee: \$ 300.00 First Application : \$ 200.00 Renewal (for two years)

Date of application: 11-2-2022

Location of Property: 332 Main Street - Apartment #1 & #2

Tax Map #: 1-33-17.09-029.00

Name of Applicant: J+Y Parker Family L.P.

Mailing Address: P.O. Box 1582, Millsboro DE 19966

Email address: jy.parker.family@gmail.com

Work Phone: 302.732.1222 Cell Phone:

Title (or interest) in land and buildings Owner () Lessee () Agent () Purchaser subject to approval

Current zoning classification of property: Urban Business

Use being requested as conditional use (be specific): Single Family Dwelling / Apt

Current/former use of property: SAME

Attached are the required documents for review:

Signature of Owner: David K. Parker

Print name:

Address: P.O. Box 1582, Millsboro DE 19966

Phone: 302.732.1222

Signature of Applicant (if not Owner): Diana H. Parker

Print name:

IF THIS APPLICATION IS APPROVED, I AM AWARE THAT I MUST APPLY FOR AND OBTAIN THE APPROPRIATE BUILDING AND/OR LICENSING PERMITS. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION.

IF YOU ARE NOT THE RECORD OWNER OF THE PROPERTY, THIS APPLICATION MUST BE ACCOMPANIED BY A LETTER OF AUTHORIZATION BY THE OWNER.

FOR TOWN USE:

() Approved with conditions (see attached)

() Disapproved

Date of disposition:

TOWN OF MILLSBORO

RECEIVED

APPLICATION FOR ANNEXATION

JUL - 8 2022

MILLSBORO TOWN HALL

- 1.- Name of applicant: Dana S Parasram
- Mailing address: 29074 Saint Thomas Blvd.
Millsboro DE 19966
- Delivery address, if different 1.33 - 20.00 - Parcel 44.06
- Phone Number: 917 295-2311' 302 604 2147 Vinny
- Fax Number: _____
- Email address: SLawish@yahoo.com
- Name of contact person/title Dana S. Parasram
- 2.- Name(s), addresses of owners of property (if different from applicant):
- 3.- Copy of Deed
- 4.- Written consent of owner(s) (to be attached).
- 5.- Tax Map and parcel number(s) and location address of each parcel:
- 6.- Written legal description of metes and bounds of property to be annexed and total property to be zoned pursuant to this application (to be attached).
- 7.- Five (5) copies of a recent survey of the property, including identification of that part to be annexed, as well as the entire parcel or part to be included in project/zoning request (to be attached).
- 8.- Statement of reasons for annexation and grounds and support thereof.
- 9.- Zoning requested for annexed property and reasons therefor; mixed zoning will require separate metes and bounds descriptions of each parcel for the requested zoning district.
- 10.- General description of project, including proposed name of project.
- 11.- Payment of fee due; \$ 500.00 .

12. A. If any applicant is a partnership, the names and addresses of the individuals composing the partnership including all limited partners. (To be attached).
- B. If any applicant is a corporation, the name and address of each stockholder owning more than ten percent (10%) of the stock of the corporation, the name and address of each officer, and the name and address of each member of the board of directors or other governing body. (To be attached).
- C. If any applicant is a limited liability company, the names and address of the individuals composing the company. (To be attached).

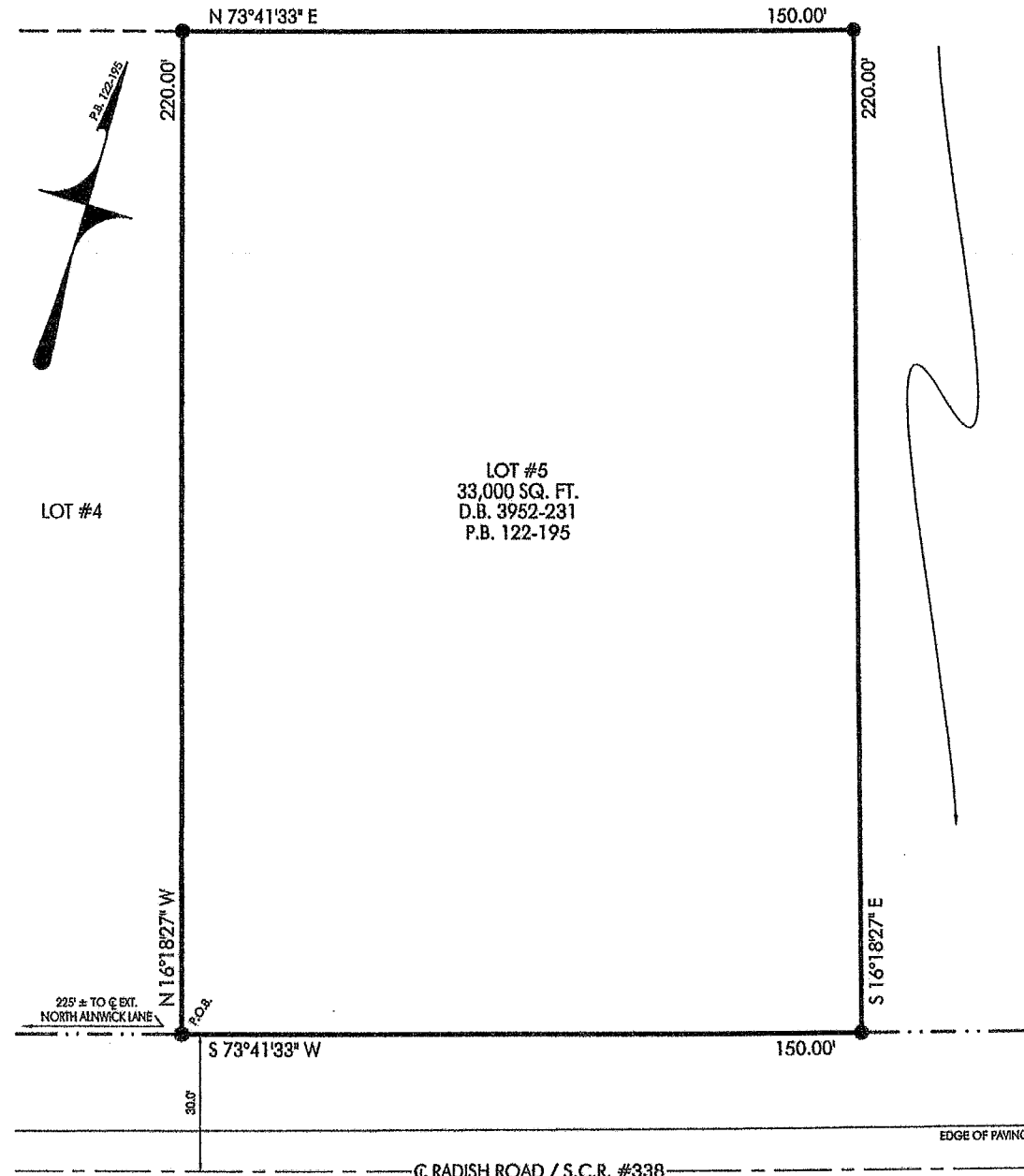
Dea S. Proven
(Applicant's signature by authorized person)

FOR TOWN USE ONLY:

Received by Town Clerk/Building Official: JOANNE DIXEY 7/8/22 (date/time)

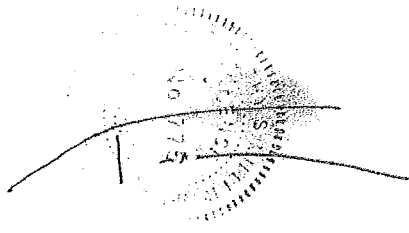
Fee received by Town: 500.00 CK102 7-8-22 (date/time)

LANDS N/F
ROMARTAN FARMS, LLC.
D.B. 3864-130



LOT #4

LOT #5
33,000 SQ. FT.
D.B. 3952-231
P.B. 122-195



LEGEND:
● IRON PIPE (FOUND)

NOTES:
 ALL SETBACKS MUST BE VERIFIED BY THE OWNER, GENERAL CONTRACTOR AND/OR THE DESIGNER. PLEASE CONTACT SUSSEX COUNTY (302-855-7878) TO VERIFY.
 THIS DRAWING DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF WETLANDS, UTILITIES, RIGHT-OF-WAYS OR EASEMENTS IN REFERENCE TO OR LOCATED ON THIS PROPERTY.
 NO TITLE SEARCH PROVIDED OR STIPULATED.
 SURVEY CLASS: SUBURBAN

BOUNDARY SURVEY PLAN FOR
DANA S. PARASRAM &
DHARAMDAI PARASRAM

LOT #5 OF "EMMA R. McCABE" SUBDIVISION
 DAGSBORO HUNDRED SUSSEX COUNTY
 STATE OF DELAWARE

DECEMBER 1, 2020 SCALE: 1" = 30'

Prepared by:
FORESIGHT Services
 Surveying & Precision Measurement

302 226 2229 phone 302 226 2239 fax 2103A Coastal Highway Dewey Beach, DE 19971

Proposed Employee Handbook Change
Date Posted 11-02-22

SECTION 22: HOURS OF WORK

Section 22:8 Public Works On-Call Policy

A Public Works employee is expected to be on-call and report for duty when required upon completion of their probationary period. On-call is defined as being available during non-working hours for alarms at water/wastewater facilities as well as Public Works emergencies. Employees will also be expected to complete required weekend water/wastewater facility visits.

On-call rotation starts on Friday at 4:30 pm and ends the following Friday at 8:00 am. Employees are expected to answer calls/alarms during non-working hours. Non-working hours are 4:30 pm-8:00 am weekdays and weekends 4:30 pm Friday through 8:00 am Monday. An on-call rotation roster will be provided to each employee and updated as personnel changes occur.

On-call employees are expected to drive their personal vehicles in for alarms/calls. If a vehicle is needed for an alarm/call, the employee will use the assigned vehicle as needed.

For compensation of On-Call Policy see Section 5:4 Call out Pay / On-Call Pay.

SECTION 5: MISCELLANEOUS WAGE POLICIES

Section 5:4 Call out Pay / On-Call Pay

- 1) Call out Pay: If an employee is officially called back to work after leaving for the day, that employee will receive a minimum of two (2) hours of compensation for each instance requiring a return to the job site. Exempt (salaried) employees are not eligible for call out pay. Exceptions for exempt personnel may be made for emergency call outs lasting four (4) hours or more.

- 2) On-call Pay: Compensation will be \$150.00/cycle. An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greatest. Time worked while on-call will be calculated at a rate of one and one-half times (1.5x) their regular pay. For the full policy see Section 22:8 Public Works On-Call Policy.

MISC BILLINGS- NEW BALANCE					
11/30/2022					
Date	Acct	Name	Amount		Rpt Code
3/11/2021	921	Knollwood Development	1,658.40	Alderleaf Meadows	engineering fees
		ENGINEERING TOTAL	1,658.40		
5/28/2015	1115	Tana Simpson- Warren	180.00	1117 Houston Acres ser #	Mtr-parts
		MTR/PRTS TOTAL	180.00		
2/19/2015	815	Norman & Karen Laffey	100.00	23517 Tristan Lane 2/16/2	On/Off Wtr
		ON/OFF WTR TOTAL	100.00		
2/7/2020	820	Arcardis	708.45	Church St	GENMISC
6/21/2021	1221	Tonald Trucking	226.71	Old Lanidng Rd & Mitchell	GENMISC
		SEWER REVENUE TOTAL	935.16		
1/1/2022	722	Constance Eckert	360.00	13B	Boat Slip
1/1/2022	722	Laverne O'Neil	360.00	12	Boat Slip
11/30/2022	523	Constance Eckert	-360.00	13B	Boat Slip
11/30/2022	523	Laverne O'Neil	-360.00	12	Boat Slip
		BOAT SLIP TOTAL	0.00		
7/1/2022	Dec	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	Jan	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	Feb	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	Mar	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	Apr	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	May	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	June	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	Jan	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	Feb	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	Mar	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	Apr	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	May	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	June	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	Apr	Merck	4,320.00	Rent/Fee	Ellis St
7/1/2022	Jan	Merck	1,080.00	Rent/Fee	Ellis St
7/1/2022	Apr	Merck	1,080.00	Rent/Fee	Ellis St
7/1/2022	July	Merck	1,080.00	Rent/Fee	Ellis St
8/3/2022	223	Millwood Acq	2.14	Interest	GenMis
8/3/2022	223	Knollwood Development	24.88	Interest	GenMis
9/6/2022	323	Millwood Acq	2.14	Interest	GenMis
9/6/2022	323	Knollwood Development	24.88	Interest	GenMis
9/6/2022	323	Buffalo Construction	7.03	Interest	GenMis
9/6/2022	323	Buffalo Construction	4.69	Interest	GenMis
9/6/2022	323	Davis, Bowen & Friedel	52.66	Interest	GenMis
10/4/2022	423	Buffalo Construction	7.03	Interest	GenMis
10/4/2022	423	Buffalo Construction	4.69	Interest	GenMis
10/4/2022	423	Knollwood Development	24.88	Interest	GenMis
10/4/2022	423	Mid Atlantic Commerical Group	38.61	Interest	GenMis
10/4/2022	423	Mid Atlantic Commerical Group	7.58	Interest	GenMis
10/4/2022	423	Millwood Acq	2.14	Interest	GenMis
10/11/2022	423	Knollwood Development	-0.90	Interest	GenMis

MISC BILLINGS- NEW BALANCE					
11/30/2022					
Date	Acct	Name	Amount	Interest	Rpt Code
10/26/2022	423	Mid-Atlantic Commercial Group	-0.01	Interest	GenMis
11/9/2022	523	Buffalo Construction	0.11	Interest	GenMis
11/9/2022	523	Buffalo Construction	0.07	Interest	GenMis
11/9/2022	523	Davis, Bowen & Friedel, Inc	1.58	Interest	GenMis
11/9/2022	523	Knollwood Development	24.88	Interest	GenMis
11/9/2022	523	Mid-Atlantic Commercial Group	0.58	Interest	GenMis
11/9/2022	523	Mid-Atlantic Commercial Group	0.11	Interest	GenMis
11/9/2022	523	Millwood Acq	2.14	Interest	GenMis
		GENMISC TOTAL	15,441.91		
		GRAND TOTAL	18,315.47		
NEW BALANCE		DEBITS	CREDIT		OLD BALANCE
18,315.47		267,713.73	274,621.79		25,223.53

Town of Millsboro
Building Permits
November 2022

Permit #	Owner Name	Property Address	Work Description	Zoning	Cst#	Tax #	Work Cost	Permit Fee
B-009459	BARR LLC	22383 YORK CIRCLE	FOSTER COMMONS BUILDING 2	HR	04950	02303	\$817,054.00	\$4,992.00
B-009428	LENCRAFT, LLC	33208 CLAREMONT CT	THE LAUDERDALE	RPC	03082	05542	\$338,810.41	\$2,554.00
B-010416	LENCRAFT, LLC	35389 WRIGHT WAY	THE BAYLOR	RPC	03082	05502	\$307,754.31	\$1,184.00
B-010354	DENNIS SHELL	31357 OLNEY WAY	29x22 PAVER PATIO W/SITTING WALL, FIRE PIT	RPC	10347	05631	\$13,500.00	\$140.00
B-010434	CHARLES FORTIER	367 WINDFLOWER DR	20x15 CONCRETE PATIO	RPC	10835	04971	\$1,600.00	\$80.00
B-010435	LENCRAFT, LLC	37054 HAVELOCK CT	10x12 DECK W/STAIRS	RPC	03085	05816	\$6,010.00	\$105.00
B-010436	LENCRAFT, LLC	37021 HAVELOCK CT	10x12 SCREEN PORCH	RPC	03085	05759	\$9,195.00	\$120.00
B-010437	LENCRAFT, LLC	35358 WRIGHT WAY	8x20 DECK	RPC	03085	05436	\$5,600.00	\$100.00
B-010438	LENCRAFT, LLC	35354 WRIGHT WAY	8x20 DECK	RPC	03085	05435	\$5,600.00	\$100.00
B-010439	ANDREW MANZI	133 LAUREL RD	REMOVE/REPLACE 13 DBL HUNG WINDOWS, 1 PICTURE WINDOW	MR	08369	00458	\$10,063.00	\$125.00
B-010441	MARGARET P LONG	428 OLD LANDING RD	REMOVE/REPLACE ROOF SHINGLES	MR	01180	00484	\$8,950.00	\$115.00
B-009458	BARR LLC	22392 ROYAL LN	FOSTER COMMONS COMMUNITY BUILDING	HR	04950	02303	\$261,485.00	\$2,092.00
B-010421	CHRISTINA BARBOUR	27949 HOME FARM DR	12x14 DECK	RPC	10185	03362	\$2,500.00	\$85.00
B-010433	STEPHEN TUR	4 HUNTER'S POINTE	12x14 DECK	HR	09153	00156	\$2,500.00	\$85.00
B-010448	PORT FOLIO MGMT	209 MAIN ST/MINI MALL	10x10 DECK, REMOVE SLIDING DOOR REPLACE W/ WALL W/WINDOW	HR	02561	00356	\$335.00	\$50.00
B-010442	TANEKA ELMANDORF	35205 WRIGHT WAY	36x48 IGREJA PENTECOSTAL SHALOM SIGN	UB	10772	05324	\$8,000.00	\$110.00
B-010443	LENCRAFT, LLC	35352 WRIGHT WAY	10x16 DECK	RPC	03082	05434	\$5,600.00	\$100.00
B-010444	LENCRAFT, LLC	35350 WRIGHT WAY	8x20 DECK	RPC	03082	05433	\$5,600.00	\$100.00
B-010445	LENCRAFT, LLC	35348 WRIGHT WAY	8x20 DECK	RPC	03082	05432	\$5,600.00	\$100.00
B-010446	LENCRAFT, LLC	35346 WRIGHT WAY	8x20 DECK	RPC	03082	05431	\$5,600.00	\$100.00
B-010452	JENNIE CAUDILL	438 UNION ST	TOTAL ROOF REPLACEMENT	HR	01305	00586	\$2,500.00	\$85.00
B-010451	WAWA INC/RED ROOF	28512 DUPONT BLVD	INTERIOR REMODEL - WAWA	HC	00030	00463	\$818,700.00	\$2,498.00
B-010449	BRENDAN CAMPBELL	35269 WRIGHT WAY	6' WHITE PRIVACY FENCE	RPC	10805	05401	\$2,000.00	\$80.00
B-010458	TOWN OF MILLSBORO	120 RAILWAY AVE	MILLSBORO POLICE STATION	MR	00222	00376	\$7,171,400.00	\$0.00
B-010453	MARY E SPICER	25 NASH CIRCLE	REMOVE/REPLACE ROOF SHINGLES	MR	09342	00798	\$9,150.00	\$120.00
B-010440	INTERVET INC C/O MERCH	405 State St., Bldg #B-3	BLDG B-3 EXPANSION	I	05306	00674	\$17,925,501.00	\$36,712.00
B-010454	VERA STREET	29379 PEMBROKE LNDG	4' WHITE VINYL PICKET FENCE W/2 GATES	RPC	10814	04516	\$2,998.00	\$85.00
B-010455	LENCRAFT, LLC	33275 CLAREMONT CT	THE JESSUP	RPC	03082	05557	\$371,994.24	\$1,376.00
B-010456	LENCRAFT, LLC	31321 BURKE CT	THE DORCHESTER	RPC	03082	05797	\$508,005.06	\$1,878.00
B-010457	LENCRAFT, LLC	31322 BURKE CT	THE NEWPORT	RPC	03082	05804	\$415,221.72	\$1,508.00
B-010459	CALEB MILLSBORO, LLC	25234 SWEETGUM WAY	THE CEDAR	RPC	08514	03944	\$329,563.52	\$1,250.00
B-010460	CALEB MILLSBORO, LLC	25015 ASPEN CIRCLE	THE GRAND BAHAMA	RPC	08514	03938	\$227,909.39	\$944.00
B-010461	RICHARD CANFIELD	26052 TULIP CRSG	4' WHITE VINYL FENCE W/1 GATE	RPC	10874	05663	\$5,123.00	\$100.00
B-010447	MARK HEINTZ	433 TUNBRIDGE CT	24x12 SUNROOM	RPC	09929	02113	\$52,275.00	\$372.00
B-010331	CALEB MILLSBORO, LLC	25232 SWEETGUM WAY	THE BIRCH	RPC	08514	03943	\$329,563.52	\$1,250.00

Total Permits = 57
New Houses = 18
Renovations = 33
Commercial = 4
Apartments = 2 (renewed)

Town of Millsboro
 Building Permits
 November 2022

Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-010269	MICHAEL KEEMAN	31262 OLNEY WAY	29x14 PAVER PATIO W/SITTING WALL, FIREPLACE, GRILL ENCLOSURE	RPC	10399	05588	\$38,200.00	\$265.00
B-010462	NANCY ONQUE	24677 DOGWOOD LN	12x16 DECK	RPC	10531	05498	\$9,600.00	\$120.00
B-010463	LENCRAFT, LLC	35367 WRIGHT WAY	8x16 DECK	RPC	03082	05464	\$4,480.00	\$95.00
B-010465	LENCRAFT, LLC	35371 WRIGHT WAY	8x16 DECK	RPC	03082	05466	\$4,480.00	\$95.00
B-010466	LENCRAFT, LLC	35373 WRIGHT WAY	8x16 DECK	RPC	03082	05467	\$4,480.00	\$95.00
B-010467	LENCRAFT, LLC	35375 WRIGHT WAY	8x16 DECK	RPC	03082	05468	\$4,480.00	\$95.00
B-010468	LENCRAFT, LLC	35377 WRIGHT WAY	8x16 DECK	RPC	03082	05469	\$4,480.00	\$95.00
B-010469	JEFFREY HOUCK	206 MILLSTONE LANE	SINGLE FAMILY DWELLING	MR	09915	00710	\$456,565.42	\$1,631.00
B-010470	RICHARD WISNIEWSKI	32063 MADISON ST	29x17.6 PAVER PATIO W/SITTING WALL, FIREPIT, GRILL ENCLOSURE	RPC	10594	05195	\$20,000.00	\$170.00
B-010473	CALEB MILLSBORO, LLC	25017 ASPEN CIR	THE GRAND CAYMAN	RPC	08514	03937	\$258,054.20	\$1,037.00
B-010474	LENCRAFT, LLC	35410 WRIGHT WAY	THE ELLICOTT	RPC	03082	05476	\$405,731.49	\$1,478.00
B-010475	LENCRAFT, LLC	35406 WRIGHT WAY	THE ELLICOTT	RPC	03082	05475	\$405,731.49	\$1,478.00
B-010476	LENCRAFT, LLC	35404 WRIGHT WAY	THE ELLICOTT	RPC	03082	05474	\$405,731.49	\$1,478.00
B-010477	LENCRAFT, LLC	35402 WRIGHT WAY	THE ELLICOTT	RPC	03082	05473	\$405,731.49	\$1,478.00
B-010478	LENCRAFT, LLC	35400 WRIGHT WAY	THE ELLICOTT	RPC	03082	05472	\$405,731.49	\$1,478.00
B-010479	LENCRAFT, LLC	35398 WRIGHT WAY	THE ELLICOTT	RPC	03082	05471	\$405,731.49	\$1,478.00
B-010480	LENCRAFT, LLC	35396 WRIGHT WAY	THE ELLICOTT	RPC	03082	05470	\$405,731.49	\$1,478.00
B-010481	LENCRAFT, LLC	35392 WRIGHT WAY	THE ELLICOTT	RPC	03082	05443	\$405,731.49	\$1,478.00
B-010482	LENCRAFT, LLC	37027 HAVELOCK CT	12x16 DECK w/STAIRS	RPC	03082	05760	\$8,330.00	\$115.00
B-010483	LENCRAFT, LLC	31331 BURKE CT	11x13 SCREEN PORCH	RPC	03082	05801	\$7,030.00	\$110.00
B-010484	ROBERTA FUCCI	35135 WRIGHT WAY	6' WHITE PRIVACY FENCE w/1 GATE, 4X6 TRASH ENCLOSURE	RPC	10495	05296	\$4,478.00	\$95.00
B-010471	LUIS FERNANDES	27510 BELMONT BLVD	20x10 PAVER PATIO, REMOVE/REPLACE FRONT STEPS	RPC	07901	03098	\$4,000.00	\$90.00

Total Permits = 57
 New Houses = 18
 Renovations = 33
 Commercial = 4
 Apartments = 2 (renewed)