



Town Council
Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966
(302) 934-8171
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town@millsboro.org

Mayor Jim Kells
Vice Mayor John Thoroughgood
President Pro Tem Ron O'Neal
Treasurer Robert Bryan
Secretary Kimberley Kaan
Councilman Matthew Davis
Councilman Marty Presley

Jamie Burk, Town Manager

Posted on December 22, 2023 at 9:55am

A G E N D A

Town Council

Public Hearing and Regular Meeting

Monday, January 2, 2024

Doors will open at 6:30pm

The meeting will convene at 7:00 p.m.

Millsboro Town Center

322 Wilson Highway

NOTE: Unless otherwise indicated, there may be a vote and Council action taken on each and every agenda item set forth herein.

Call to Order

Pledge of Allegiance/Council Roll Call

Public Comment (2-minute limit)* - No action

Open Public Hearing #1

A Public Hearing to consider granting final approval of the major subdivision request submitted by Jack Lingo Asset Management, LLC, for 69.412 +/- acres of real property owned by Somerton Chase Holdings, LLC (formerly owned by NR & NR, LLC), located to the west of the intersection of S. Delaware Avenue and Hickory Hill Road (SCR 82) and Radish Road (SCR 338), in the Town of Millsboro, said real property further identified as Sussex County tax map and parcel numbers 133-20.00-40.00, 41.00, 41.01 and 41.02.

Close Public Hearing #1

Open Public Hearing #2

A Public Hearing to consider amending the Town Code of the Town of Millsboro, Chapter 210, Zoning, §210-20. Residential Planned Community (RPC) District, subparagraph J. Minimum lot area and width, by striking the last sentence thereof and by adding a requirement that setbacks shall not be reduced for detached single-family dwelling lots.

Close Public Hearing #2

Secretary's Report
Minutes

Treasurer's Report

Bank balances
Invoices

Millsboro Fire Company Update- No action

Greater Millsboro Chamber of Commerce Update - No action

Police Department's Report

Building Status
Change Orders

- Delmarva Veteran Builders
- Advantech

Water and Sewer

Olney Way Field Change Directives (Burk)

Mayor's Report

Final approval of the major subdivision request submitted by Jack Lingo Asset Management, LLC, for 69.412 +/- acres of real property owned by Somerton Chase Holdings, LLC (formerly owned by NR & NR, LLC), located to the west of the intersection of S. Delaware Avenue and Hickory Hill Road (SCR 82) and Radish Road (SCR 338), in the Town of Millsboro, said real property further identified as Sussex County tax map and parcel numbers 133-20.00-40.00, 41.00, 41.01 and 41.02.

Amend the Town Code of the Town of Millsboro, Chapter 210, Zoning, §210-20, Residential Planned Community (RPC) District, subparagraph J. Minimum lot area and width, by striking the last sentence thereof and by adding a requirement that setbacks shall not be reduced for detached single-family dwelling lots.

Presentation and acceptance of annual audit report (Hall)

Verdantas 2024 Project Proposals (Verdantas)

- Wastewater Hydraulic Sewer Modeling
- Old Landing Road Elevated Storage Tank
- Old Landing Road Water Main
- White Farm RIBs
- Indian River School District to White Farm Force Main
- Morris Street Water Main

Sussex County EMS Station, located at tax map & parcel no. 233-5.00-110.00, Final Site Plan Approval

Lot Line Adjustment request for 345 Grace Street (identified as tax map & parcel no. 133-21.05-38.00) and 28588 DuPont Blvd (identified as tax map & parcel no. 133-21.05-21.00)

Partition request for 400 River Drive, identified as tax map & parcel no. 133-17.14-11.01

Dedication of Public Roads and Utility Infrastructure in Plantation Lakes, Section D, Beaufort Court, Fayetteville North and Fayetteville Court

Dedication of Plantation Lakes Sewage Pump Station No. 6 in “North Shore” section of project

Hiring Incentives/Employment sign-on bonus (Burk)

Budget Amendment for the contracting of Vendor Technical Assistance for Municipal Redistricting (Hall)

Municipal Redistricting- Vendor Technical Assistance contract (Burk)

Municipal District Voting- Possible Charter Change (Kells)

Supplemental Tax Billing (Hall)

BRIC Grant Application for Cupola Park Bulkhead Replacement Project (Sander)

Amend the Town Code, Chapter 140, Mercantile Licensing, by revising §140-1, §140-3, §140-4 and §140- 13 to establish a single day license and single day license fee.

Amend the Town Code, Chapter 200, Vehicles and Traffic, Article V, Schedules, §200-31. Schedule VII: parking prohibited at all times, to remove the reference to all areas within 30 feet of the stop signs located on public, town-owned streets in the Plantation Lakes development.

Amend the Town Code, Chapter 206, Water, by adding to the end there of a new Article VIII, Cross Connection Control (Burk/Lynn)

Resolution to adopt the “Cross Connection Control Plan for Town of Millsboro” prepared by HydroCorp (Burk/Lynn)

Proposed Employee Handbook Change to Section 35:6, Employees Required to have a Commercial Driver’s License, to allocate compensation for CDL (Burk)

2024 Christmas Parade date and time (Burk)

Town Code Amendments and possibly schedule a Public Hearing re: Definitions in Chapter 210, Zoning and other related amendments to Chapter 210, Zoning and Chapter 70, Building Construction, suggested by staff (Burk)

Adjournment

**20-minute time limit. Time limit is 2 minutes per speaker, not to exceed a total of 20 minutes. Time may not be ceded to another member of the public. Each person making Public Comment shall identify themselves by name and place of residence for the record and shall address all remarks to the Town Council a body and not to any member thereof. Individuals may submit their comment to Town Council members in writing up to 24 hours in advance of the Town Council Meeting to town@millsboro.org or delivering it to 322 Wilson Avenue, Millsboro, De. No one other than a member of the Town Council or Town Staff is permitted to enter discussions without approval of the Mayor. No members of the public are permitted to ask questions of any speaker while they are addressing the Town Council, without permission from the Mayor. All persons at the Town Council meeting should conduct themselves in an orderly fashion. All shall follow the direction of the Mayor, no disruptive behavior is permitted, and electronic devices shall be silent. Please be courteous to those who are speaking during public comment by refraining from commenting from the audience while others are speaking. 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.*

2/2		Town of Millsboro		
mth		Account Balances		
		December 31, 2023		
Account				Interest
Type	Bank	Purpose	Book Balance	Earned
Checking/Money Market				
	WSFS Bank			
	1	General Account	\$ 4,345,992.88	\$ 12,479.69
	2	Payroll	\$ 801.91	\$ 45.97
	3	Withholding	\$ 46,045.35	\$ 251.76
	4	Municipal Street Aid Fund (MSAF)	\$ 66,722.26	\$ 185.80
	5	Sewer Construction	\$ 2,521,805.18	\$ 6,322.99
	6	State Aid Local Law Enforcement (SALILE)	\$ 50.00	\$ -
	7	Emergency Illegal Drug Enforcement (EIDE)	\$ 50.00	\$ -
	8	Sewer Impact	\$ 3,119,266.43	\$ 7,748.78
	9	Water Impact	\$ 380,083.52	\$ 947.55
	10	Building Component Fee	\$ 10,214.65	\$ 214.65
	14	Transfer Tax 1% (3.75M in "set-asides")	\$ 8,561,219.48	\$ 19,926.77
	15	Fund to Combat Violent Crime (FCVC)	\$ 39,421.60	\$ -
	16	Police Protection Impact	\$ 247,396.85	\$ 18.43
	17	Transportation/Stormwater Impact	\$ 155,231.44	\$ 11.69
		Bicentennial Beautification Fund	\$ 11,354.17	\$ 28.97
	Total WSFS Bank		\$ 19,505,935.80	\$ 48,183.05
	Citizens Bank			
	12	Transfer Tax Checking	\$ 3.85	
	13	Transfer Tax 1%	\$ 200,429.33	\$ 8.51
		Transfer Tax .5%	\$ 50,134.43	\$ 2.13
	Total Citizens		\$ 250,567.61	\$ 10.64
Total Checking/Money Market			\$ 19,756,503.41	\$ 48,193.69
Certificates of Deposit				
	M&T Trust - Formerly Wilmington Trust			
		Bicentennial Fund 0.03%	\$ 7,000.00	
	Total M&T Trust		\$ 7,000.00	
	PNC Bank			
		MMTY Unrestricted General - 11/30/23	\$ 86,284.57	
		MMTY Maturity CD - 11/30/23	\$ 52,455.00	
	Total PNC Bank		\$ 138,739.57	\$ -
Total Certificates of deposit			\$ 145,739.57	\$ -
Total on Hand Cash & CD's			\$ 19,902,242.92	\$ 48,193.69

7/1
 nth
 Account: Town of Millsboro
 Account Balances
 December 31, 2023

November 30, 2023
 Book Balance
 December 31, 2023
 Book Balance
 Net Change
 Interest Earned

Checking/Money Market
 WSPS Bank

1	Corrora. Account	\$	5,076,711.32	\$	4,345,992.88	\$	(730,718.44)	\$	12,479.59
2	Payroll	\$	835.94	\$	831.91	\$	4.97	\$	45.97
3	Withholding	\$	70,239.71	\$	46,044.35	\$	(24,194.36)	\$	291.78
4	Municipal Street Aid Fund (MSAF)	\$	73,678.53	\$	56,722.25	\$	(6,956.27)	\$	185.80
5	Sewer Construction	\$	2,525,482.19	\$	2,521,805.18	\$	6,322.99	\$	6,322.99
6	State Aid Local Law Enforcement (SALTE)	\$	50.00	\$	50.00	\$	-	\$	-
7	Emergency Illegal Drug Enforcement (EIDE)	\$	50.00	\$	50.00	\$	-	\$	-
8	Sewer Impact	\$	3,077,767.65	\$	3,129,266.45	\$	71,498.78	\$	7,743.78
9	Water Impact	\$	374,327.97	\$	380,083.52	\$	5,755.55	\$	977.55
10	Building Component Fee	\$	124,848.74	\$	107,214.65	\$	(17,634.09)	\$	214.65
14	Transfer Tax 1% (3.75M to "set-asides")	\$	7,489,360.36	\$	8,561,219.48	\$	1,071,859.12	\$	19,926.77
15	Fund to Combat Violence Online (FCVO)	\$	39,421.68	\$	39,421.68	\$	-	\$	-
16	Police Protection Impact	\$	233,426.57	\$	247,396.85	\$	13,970.28	\$	18.43
17	Transportation/Stormwater Impact	\$	150,219.75	\$	155,231.44	\$	5,011.69	\$	11.69
	31centennial Beautification fund	\$	-1,525.02	\$	-1,554.17	\$	29.15	\$	28.97
	Total WSPS Bank	\$	19,207,945.43	\$	19,505,935.80	\$	297,990.37	\$	48,183.05

	Citizens Bank								
12	Transfer Tax Checking	\$	3.85	\$	3.85	\$	-	\$	-
17	Transfer Tax 1%	\$	200,428.82	\$	200,429.33	\$	8.51	\$	8.51
	Transfer Tax .5%	\$	50,132.38	\$	50,134.43	\$	2.13	\$	2.13
	Total Citizens	\$	250,566.97	\$	250,567.61	\$	10.64	\$	10.64

Total Checking/Money Market \$ 19,458,502.40 \$ 19,756,503.41 \$ 298,001.01 \$ 48,193.69

Certificates of Deposit

	W&F Trust - formerly Wilmington Trust	\$	7,000.00	\$	7,000.00	\$	-	\$	-
	31centennial fund 0.63%	\$	7,000.00	\$	7,000.00	\$	-	\$	-
	Total W&F Trust	\$	7,000.00	\$	7,000.00	\$	-	\$	-

	PNC Bank								
	W&F Restricted General - 11/30/23	\$	85,383.76	\$	86,284.51	\$	201.05	\$	-
	W&F Reserve CD - 11/23/23	\$	52,332.77	\$	52,435.00	\$	122.23	\$	-
	Total PNC Bank	\$	138,416.23	\$	138,719.51	\$	223.28	\$	-

Total Certificates of deposit \$ 145,416.23 \$ 145,739.51 \$ 223.28

Total on Hand Cash & CD's \$ 15,603,978.63 \$ 19,902,242.92 \$ 298,324.29

December 2023 Prepaids

Sum of Bank	Total Check No	Date	Payee	Description	Total
GENERAL	23277	12/5/2023	EYE MED	DEC/GENERAL (HIGH)	141.25
				DEC/POLICE (HIGH)	231.54
				DEC/SEWER (HIGH)	211.08
				DEC/WATER (HIGH)	82.13
	23277 Total				666.00
	23278	12/5/2023	EYE MED	DEC/POLICE (LOW)	40.15
				DEC/SEWER (LOW)	7.82
				DEC/WATER (LOW)	2.61
	23278 Total				50.58
	23279	12/5/2023	FUELMAN	NOV/GENERAL	169.05
				NOV/SEWER	1,579.81
				NOV/STREET	344.08
				NOV/WATER	632.06
	23279 Total				2,725.00
	23280	12/5/2023	FUELMAN	NOV/POLICE	3,160.11
	23280 Total				3,160.11
	23281	12/5/2023	VERIZON WIRELESS	10/21/23-11/20/23 GENERAL	111.04
				10/21/23-11/20/23 SEWER	893.20
				10/21/23-11/20/23 WATER	223.30
	23281 Total				1,227.54
	23282	12/13/2023	DELAWARE RURAL WATER	34TH ANNUAL TECH CONF & EXHIB	775.00
	23282 Total				775.00
	23283	12/13/2023	DEPARTMENT OF HUMAN	JAN/GENERAL	9,373.55
				JAN/POLICE	32,515.26
				JAN/SEWER	15,305.58
				JAN/WATER	5,882.99
	23283 Total				63,077.38
	23284	12/13/2023	GRANITE TELECOMMUNIC	BRANDYWINE/DEC	29.45
				CUPOLA/DEC	45.33
				MILLWOOD/DEC	54.80
				PLANTATION LAKES/DEC	40.85
				POLICE/DEC	518.12
				RADISH FARM/DEC	68.48
				RETREAT/DEC	40.83
				SEWER PLANT/DEC	7.02
				TOWN HALL CENTER/DEC	839.58
				TOWN HALL/DEC	135.86
				WATER PLANT/DEC	57.15
				WHARTON'S BLUFF/DEC	59.08
	23284 Total				1,896.55
	23285	12/13/2023	KEENAN MASONRY & HAR	CONCRETE PAD/COMPRESSOR-WTP	2,000.00
	23285 Total				2,000.00
	23286	12/13/2023	MEDIACOM	12/10/23-01/09/24 WWTP	276.63
	23286 Total				276.63
	23287	12/13/2023	VERIZON	SEWER/DEC INTERNET	98.99
	23287 Total				98.99
	23288	12/13/2023	VERIZON CONNECT FLEE	VEHICLE TRACK SUB-NOV 2023	414.70
	23288 Total				414.70
	23289	12/13/2023	VERIZON WIRELESS	10/29-11/28/23 POLICE	708.73
				10/29-11/28/23 VAWA	79.98
				10/29-11/28/23 VOCA	39.99
	23289 Total				828.70
	23290	12/13/2023	WASTE MANAGEMENT	CR DUE FROM OCT BILL	(156.01)
				NOV 2023 BILLING	713.34
	23290 Total				557.33
	23291	12/18/2023	DOMINION NATIONAL	JAN 2024 BILLING/POLICE	27.94
	23291 Total				27.94
	23292	12/18/2023	VERIZON	SNR DSL LINE	16.88
	23292 Total				16.88

December 2023 Prepays

GENERAL	23293	12/10/2023	WILMINGTON TRUST	21 REFINANCE ANNUAL FEE	750.00
	23293 Total				750.00
	23294	12/18/2023	WFSB BANK VISA	4 IMP/EMBL CHRISTMAS GIFTS	1,617.35
				ADOBE PROMO VIDEOS	29.99
				BJ'S/HOLIDAY MKT	52.95
				BJ'S/PAPER TOWELS/WHTP	70.96
				BJ'S/PAPER TOWELS-WTP	70.96
				DOLLAR TREE/HOLIDAY MKT	0.75
				DUNKIN DOKUTS/HOLIDAY MKT	41.98
				EASTSIDE CARWASH	22.10
				FUEL/TOWN MGR VEHICLE	20.00
				INT'L TRAKS FEE	5.61
				LWRC INT'L/BOLT ASSEM	91.20
				MILLSBORO CHAMBER/L & I	30.00
				MSFT-SERVER EMAIL	137.50
				MSFT-SERVER MAIL	97.29
				PAPA JOHN'S/DEPT MTG	104.09
				PIZZA PALACE/TW WORK LUNCE	121.00
				PLANTA LAKES HOA LANDING	1,391.00
				PSI SERV DRONE TEST CREDIT	(175.00)
				RECALL/INTERVIEW SIGN-NPD	187.00
				UNIV OF DE CLASS	20.00
	23294 Total				3,962.43
	23295	12/27/2023	DELAWARE ELECTRIC CO	GRAVEL HILL-NOV/DEC	25.29
				HARDSCRABBLE/15752561-NOV	272.93
				HARDSCRABBLE/7JMP WHTP-NOV	310.61
				HARDSCRABBLE/WTR TOWER-NOV	173.69
				SHEEP PEN RD-WELL49 (28727556)	162.71
				SHEEP PEN RD-WELL47 (33853982)	159.05
				WHARTON'S BLUFF-NOV	95.86
	23295 Total				1,190.33
	23296	12/27/2023	DELMARVA POWER	DEC/CHRISTMAS	380.91
				DEC/CIVIC	390.26
				DEC/MEDIAN	344.77
				DEC/PARK	149.72
				DEC/POLICE	629.35
				DEC/RR AVE GARAGE	55.14
				DEC/SEWER	20,100.09
				DEC/TOWK	2,487.65
				DEC/WATER	5,374.95
				DEC/W3 ATKINS BALLPARK	181.11
	23296 Total				30,033.98
	23297	12/27/2023	DELTA DENTAL OF DELA	JAN/G. NEGAL	482.66
				JAN/POLICE	1,416.80
				JAN/SWIMM	768.36
				JAN/WATER	296.24
	23297 Total				2,963.76
	23298	12/27/2023	GRACE UNITED METHODIST	WELLSFORS 4 WISHERS FY24	3,474.00
	23298 Total				3,474.00
	23299	12/27/2023	PRINCIPAL LIFE INSUR	JAN 2024 BILLING	1,145.14
	23299 Total				1,145.14
	23300	12/27/2023	SUSSEX COUNTY ASSOC	SCAT BREAKFAST (2) 1/5/24	22.00
	23300 Total				22.00
	120823	12/8/2023	INTEGRA ADMINISTRATI	HRA ADMIN FEE-DEC	50.00
	120823 Total				50.00
	122723	12/27/2023	WITHHOLDING, TOWN OF	PR WK 12-29-2023	20,043.97
	122723 Total				20,043.97
	12082023	12/8/2023	INTEGRA ADMINISTRATI	HRA DEC 2023	500.00
	12082023 Total				500.00
	12110258	11/20/2023	PAYROLL, TOWN OF MIL	PR WK 12-01-2023	40,169.05
	12110258 Total				40,169.05
	12272023	12/27/2023	PAYROLL, TOWN OF MIL	PR WK 12-29-2023	42,433.25
	12272023 Total				42,433.25

December 2023 Prepays

GENERAL	15703280	12/7/2023	T.O.M.BUILDING FD 02	TRANSFER FUNDS COVER	300,652.12
	15703280 Total				300,652.12
	25880103	12/18/2023	WITHHOLDING, TOWN OF	PR WK 12-22-2023	27,851.57
	25880103 Total				27,851.57
	32001520	12/12/2023	PAYROLL, TOWN OF MIL	PR WK 12-15-2023	44,602.74
	32001520 Total				44,602.74
	45539598	11/28/2023	WITHHOLDING, TOWN OF	PR WK 12-01-2023	27,941.48
	45539598 Total				27,941.48
	62858332	12/18/2023	PAYROLL, TOWN OF MIL	PR WK 12-22-2023	41,382.80
	62858332 Total				41,382.80
	68005035	12/12/2023	WITHHOLDING, TOWN OF	PR WK 12-15-2023	33,425.05
	68005035 Total				33,425.05
	83224960	12/5/2023	WITHHOLDING, TOWN OF	PR WK 12-08-2023	30,138.77
	83224960 Total				30,138.77
	85888858	12/15/2023	T.O.M.BUILDING FD 02	NOV 2023 BLDG PERMITS	10,000.00
	85888858 Total				10,000.00
	87594831	12/15/2023	T.O.M. WATER IMPACT	NOV 2023 BLDG PERMITS	4,808.00
	87594831 Total				4,808.00
	90357434	12/15/2023	T.O.M. SEWER IMPACT	NOV 2023 BLDG PERMITS	63,750.00
	90357434 Total				63,750.00
	94260704	12/15/2023	T.O.M. POLICE PRO IM	NOV 2023 BLDG PERMITS	13,951.85
	94260704 Total				13,951.85
	95477053	12/5/2023	PAYROLL, TOWN OF MIL	PR WK 12-08-2023	52,233.48
	95477053 Total				52,233.48
	97157724	12/15/2023	T.O.M. TRANSP/SW IMP	NOV 2023 BLDG PERMITS	5,000.00
	97157724 Total				5,000.00
GENERAL	Total				889,075.10
WITHHC	5354	12/18/2023	AFLAC	DEC 2023 BILLING	3,384.25
	5354 Total				3,384.25
	5355	12/18/2023	LEGAL SHIELD	DEC 2023 BILLING	249.30
	5355 Total				249.30
	121423	12/14/2023	DPERS	NOV/POLICE	19,042.20
	121423 Total				19,042.20
	122823	12/28/2023	DPERS	DEC/POLICE	23,828.82
	122823 Total				23,828.82
	923557	12/1/2023	DIVISION OF REVENUE	PR WK 12-01-2023	2,866.89
	923557 Total				2,866.89
	928826	12/8/2023	DIVISION OF REVENUE	PR WK 12-08-2023	3,009.04
	928826 Total				3,009.04
	935680	12/15/2023	DIVISION OF REVENUE	PR WK 12-15-2023	3,256.75
	935680 Total				3,256.75
	941619	12/22/2023	DIVISION OF REVENUE	PR WK 12-22-2023	2,934.22
	941619 Total				2,934.22
	945759	12/29/2023	DIVISION OF REVENUE	PR WK 12-29-2023	3,045.65
	945759 Total				3,045.65
	11241523	12/15/2023	GF PASS THRU 941/CD	PR WK 12-15-2023	17,397.90
	11241523 Total				17,397.90
	12142023	12/14/2023	DPERS	NOV/TOWN	11,436.50
	12142023 Total				11,436.50
	12282023	12/28/2023	DPERS	DEC/TOWN	14,264.10
	12282023 Total				14,264.10
	26428510	12/8/2023	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	125.00
	26428510 Total				125.00
	35150415	12/29/2023	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	125.00
	35150415 Total				125.00
	38677742	12/1/2023	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	125.00
	38677742 Total				125.00
	50350326	12/1/2023	GF PASS THRU 941/CD	PR WK 12-01-2023	14,980.32
	50350326 Total				14,980.32
	50443249	12/22/2023	GF PASS THRU 941/CD	PR WK 12-22-2023	15,404.66
	50443249 Total				15,404.66
	67120412	12/22/2023	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	125.00
	67120412 Total				125.00

December 2023 Prepays

WITHHC	69087897	12/12/2023	GENERAL FUND, TOWN O	2023 VEHICLE ALLOWANCE	2,529.00
	69087897 Total				2,529.00
	76744433	12/15/2023	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	125.00
	76744433 Total				125.00
	90473007	12/8/2023	GF PASS THRU 941/CD	PR WK 12-08-2023	17,406.62
	90473007 Total				17,406.62
	95541924	12/29/2023	GF PASS THRU 941/CD	PR WK 12-29-2023	16,080.04
	95541924 Total				16,080.04
WITHHOLDING Total					171,741.26
MSAF	1657	12/18/2023	DELMARVA POWER	NOV-DEC/MAGNOLIA	702.55
				NOV-DEC/MILL LANDING	292.74
				NOV-DEC/STREETS	6,146.78
	1657 Total				7,142.07
MSAF Total					7,142.07
WSFS 1	1158	12/13/2023	BEARING CONSTRUCTION	PLANTA LAKES WTP CONTRACT	563,256.29
	1158 Total				563,256.29
WSFS TT 1% Total					563,256.29
Grand Total					1,631,214.72

A RESOLUTION ESTABLISHING THAT A PUBLIC HEARING BE HELD TO CONSIDER GRANTING FINAL APPROVAL OF THE MAJOR SUBDIVISION REQUEST SUBMITTED BY JACK LINGO ASSET MANAGEMENT, LLC, FOR 69.412 +/- ACRES OF REAL PROPERTY OWNED BY SOMERTON CHASE HOLDINGS, LLC (FORMERLY OWNED BY NR & NR, LLC), LOCATED TO THE WEST OF THE INTERSECTION OF S. DELAWARE AVENUE AND HICKORY HILL ROAD (SCR 82) AND RADISH ROAD (SCR 338), IN THE TOWN OF MILLSBORO, SAID REAL PROPERTY FURTHER IDENTIFIED AS SUSSEX COUNTY TAX MAP AND PARCEL NUMBERS 133-20.00-40.00, 41.00, 41.01 AND 41.02, AND THAT SAID HEARING BE HELD ON THE 2ND DAY OF JANUARY, 2024, AT 7 O'CLOCK IN THE EVENING, PREVAILING TIME, AT MILLSBORO TOWN CENTER, 322 WILSON HIGHWAY, MILLSBORO, DELAWARE.

WHEREAS, on November 7, 2022, Jack Lingo Asset Management, LLC (hereinafter "Applicant"), received preliminary approval from the Town Council of the Town of Millsboro of its major subdivision request for 69.412 +/- acres of real property owned by Somerton Chase Holdings, LLC, (formerly owned by NR & NR, LLC), located to the west of the intersection of S. Delaware Avenue and Hickory Hill Road (SCR 82) and Radish Road (SCR 338), in the Town of Millsboro, said real property further identified as Sussex County Tax Map and Parcel Nos. 133-20.00-40.00, 41.00, 41.01 and 41.02 (hereinafter "subject property"); and

WHEREAS, Applicant's proposed major subdivision is located in the Medium-Density Residential (MR) District and will be comprised of 214 single family lots; and

WHEREAS, the Applicant is now requesting final approval of said major subdivision request; and

WHEREAS, the Applicant's major subdivision request is submitted pursuant to § 178-7 of the Town Code of the Town of Millsboro; and

WHEREAS, § 178-7.C.(5) of the Town Code requires that, prior to final approval of a major subdivision, the Town Council shall hold a public hearing after 15 days' notice published in a newspaper of general circulation in the Town and posting of the subject property.

NOW THEREFORE BE IT RESOLVED that a Public Hearing shall be held on **Tuesday, January 2, 2024**, at 7 o'clock in the evening, prevailing time, at Millsboro Town Center, 322 Wilson Highway, Millsboro, Sussex County, Delaware, to consider Jack Lingo Asset Management, LLC's request for final approval of a major subdivision of 69.412 +/- acres of real property owned by Somerton Chase Holdings, LLC, (formerly owned by NR & NR, LLC), located to the west of the intersection of S. Delaware Avenue and Hickory Hill Road

(SCR 82) and Radish Road (SCR 338), in the Town of Millsboro, said real property further identified as Sussex County Tax Map and Parcel Nos. 133-20.00-40.00, 41.00, 41.01 and 41.02.

AND BE IT FURTHER RESOLVED that the Town Manager be and he is hereby authorized and directed to cause a Notice which shall consist of a true copy of this Resolution by title to be published in a newspaper of general circulation in the Town of Millsboro, at least fifteen (15) days prior to the date set forth in this Resolution for the Public Hearing.

I, Kimberley M. Kaan, Secretary of the Town Council of The Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Town Council at its Regular Meeting held on December 4, 2023, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

Kimberley M. Kaan, Secretary

Somerton Chase

Final Subdivision Plan Approval

Public Hearing

January 2, 2024

Project Information

- Owner – Somerton Chase Holdings, LLC
- Zoning – Medium Density Residential
- Comprehensive Plan – Mixed Use
- 2020 State Strategies – Level 2 Investment Area
- Acreage – 69.41 Acres

Project Compliance

- Preliminary Plan – Approved on November 7, 2022
- Number of Lots – 214 at Prelim / 202 Final
- Density – 3.19 Units per AC at Prelim / 3.02 Units per AC at Final
- Open Space – 13.26 AC at Prelim / 15.44 AC at Final
- Impervious Area – 11.203 AC at Prelim / 11.203 AC at Final
- Minimum Lot Size – 7,500 SF at Prelim / 7,500 SF at Final

Agency Approvals

- Mapping and Addressing – February 13, 2023
- AECOM – December 19, 2023
- Verdantas – December 19, 2023
- Sussex Conservation District – December 4, 2023
- Office of Drinking Water – March 6, 2023
- DNREC NOI – Number 6896 assigned on December 9, 2022
- DNREC WWCP – Pending Approval Letter from Town
- DelDOT LONOR – August 3, 2023
- DelDOT Entrance – September 8, 2023
- Office of State Fire Marshal – December 13, 2022

SOMERTON CHASE

RADISH ROAD (SCR 338)
TOWN OF MILLSBORO
DAGSBORO HUNDRED,
SUSSEX COUNTY, DELAWARE

RECORD PLANS
DSF # Z261J019
DISCLAIMER: 2022

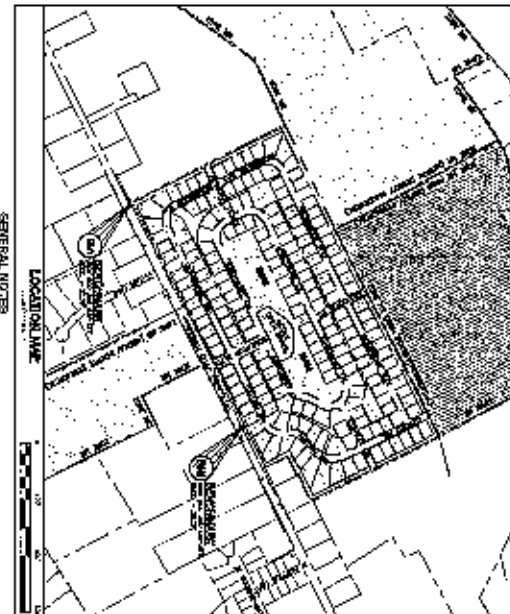
SHEET INDEX

NO.	TITLE
1	GENERAL NOTES
2	DEVELOPER'S STATEMENT
3	TOWN OF MILLSBORO APPROVAL
4	DEVELOPER'S STATEMENT
5	RECORD PLANS



DATA TABLE

PROJECT NO.	2022-001
DATE	10/10/2022
SCALE	AS SHOWN
DATE OF PREPARATION	10/10/2022
DATE OF REVISION	
DATE OF APPROVAL	
DATE OF RECORDING	
DATE OF CLOSURE	
DATE OF COMPLETION	
DATE OF INSPECTION	
DATE OF AS-BUILT	
DATE OF FINAL REPORT	



- GENERAL NOTES**
1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 7. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 8. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).
 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF MILLSBORO AND THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS).

ENGINEER'S STATEMENT

I, the undersigned, a duly licensed Professional Engineer in the State of Delaware, have prepared the above-entitled project and the accompanying plans and specifications. I am a member of the Delaware Society of Professional Engineers and the American Society of Civil Engineers.

DATE: 10/10/2022

SIGNATURE: [Signature]

OWNER'S STATEMENT

I, the undersigned, the owner of the above-entitled project, hereby certify that the information furnished to the engineer was true and correct to the best of my knowledge and belief, and that I have read and approved the plans and specifications prepared by the engineer.

DATE: 10/10/2022

SIGNATURE: [Signature]

DEVELOPER'S STATEMENT

I, the undersigned, the developer of the above-entitled project, hereby certify that the information furnished to the engineer was true and correct to the best of my knowledge and belief, and that I have read and approved the plans and specifications prepared by the engineer.

DATE: 10/10/2022

SIGNATURE: [Signature]

TOWN OF MILLSBORO APPROVAL

I, the undersigned, the Town Engineer of the Town of Millsboro, Delaware, hereby certify that the above-entitled project and the accompanying plans and specifications have been reviewed and approved for recording.

DATE: 10/10/2022

SIGNATURE: [Signature]

DEVELOPER'S STATEMENT

I, the undersigned, the developer of the above-entitled project, hereby certify that the information furnished to the engineer was true and correct to the best of my knowledge and belief, and that I have read and approved the plans and specifications prepared by the engineer.

DATE: 10/10/2022

SIGNATURE: [Signature]

DEVELOPER'S STATEMENT

I, the undersigned, the developer of the above-entitled project, hereby certify that the information furnished to the engineer was true and correct to the best of my knowledge and belief, and that I have read and approved the plans and specifications prepared by the engineer.

DATE: 10/10/2022

SIGNATURE: [Signature]

DEVELOPER'S STATEMENT

I, the undersigned, the developer of the above-entitled project, hereby certify that the information furnished to the engineer was true and correct to the best of my knowledge and belief, and that I have read and approved the plans and specifications prepared by the engineer.

DATE: 10/10/2022

SIGNATURE: [Signature]

DEVELOPER'S STATEMENT

I, the undersigned, the developer of the above-entitled project, hereby certify that the information furnished to the engineer was true and correct to the best of my knowledge and belief, and that I have read and approved the plans and specifications prepared by the engineer.

DATE: 10/10/2022

SIGNATURE: [Signature]



SOMERTON CHASE
TOWN OF MILLSBORO
DAGSBORO HUNDRED, SUSSEX COUNTY, DELAWARE

RECORD PLAN

DATE: 10/10/2022

SCALE: AS SHOWN

PROJECT NO.: 2022-001

DATE OF PREPARATION: 10/10/2022

DATE OF REVISION:

DATE OF APPROVAL:

DATE OF RECORDING:

DATE OF CLOSURE:

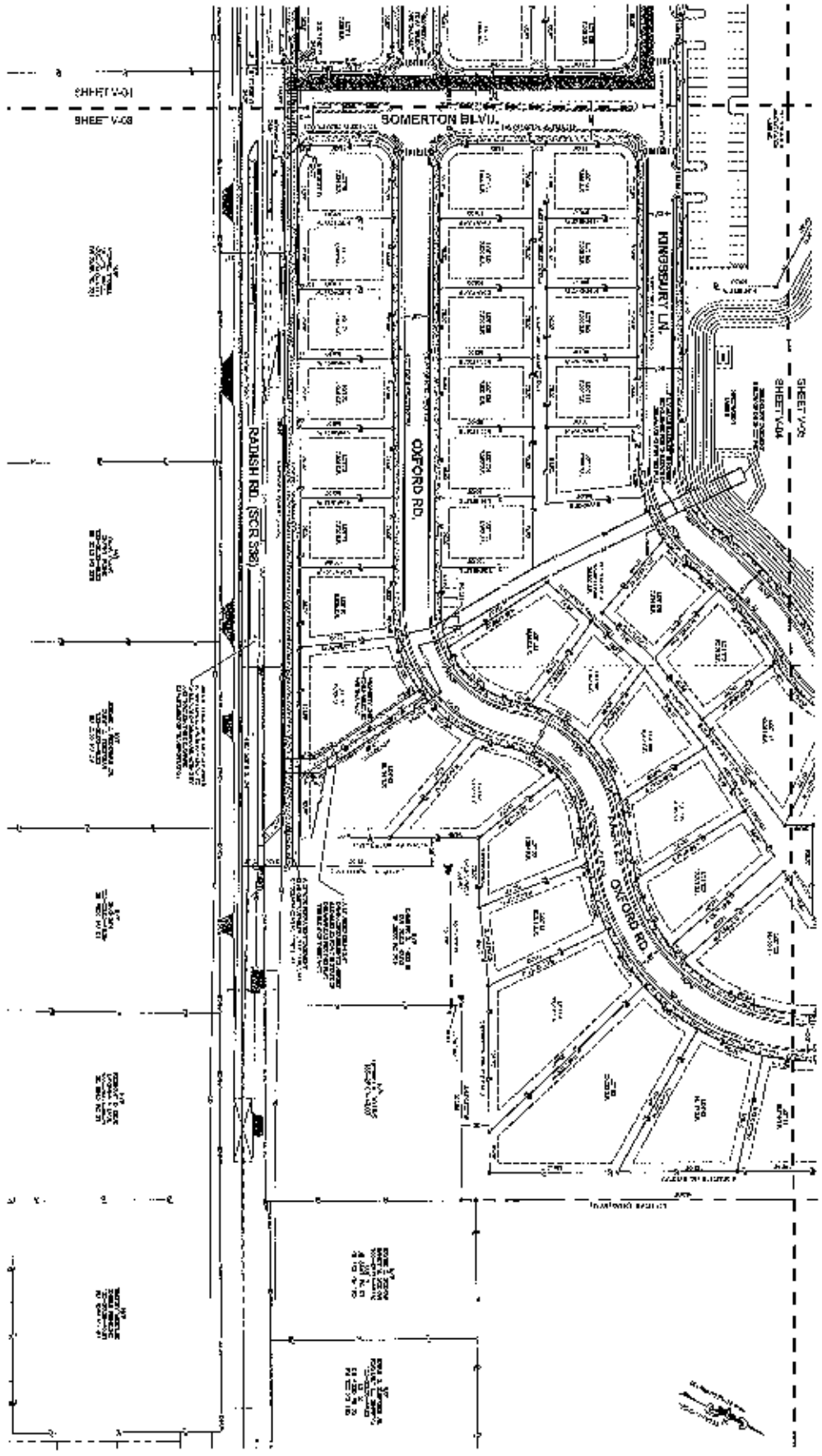
DATE OF COMPLETION:

DATE OF INSPECTION:

DATE OF AS-BUILT:

DATE OF FINAL REPORT:

V-01



SHEET V-01
SHEET V-02

SHEET V-03
SHEET V-04



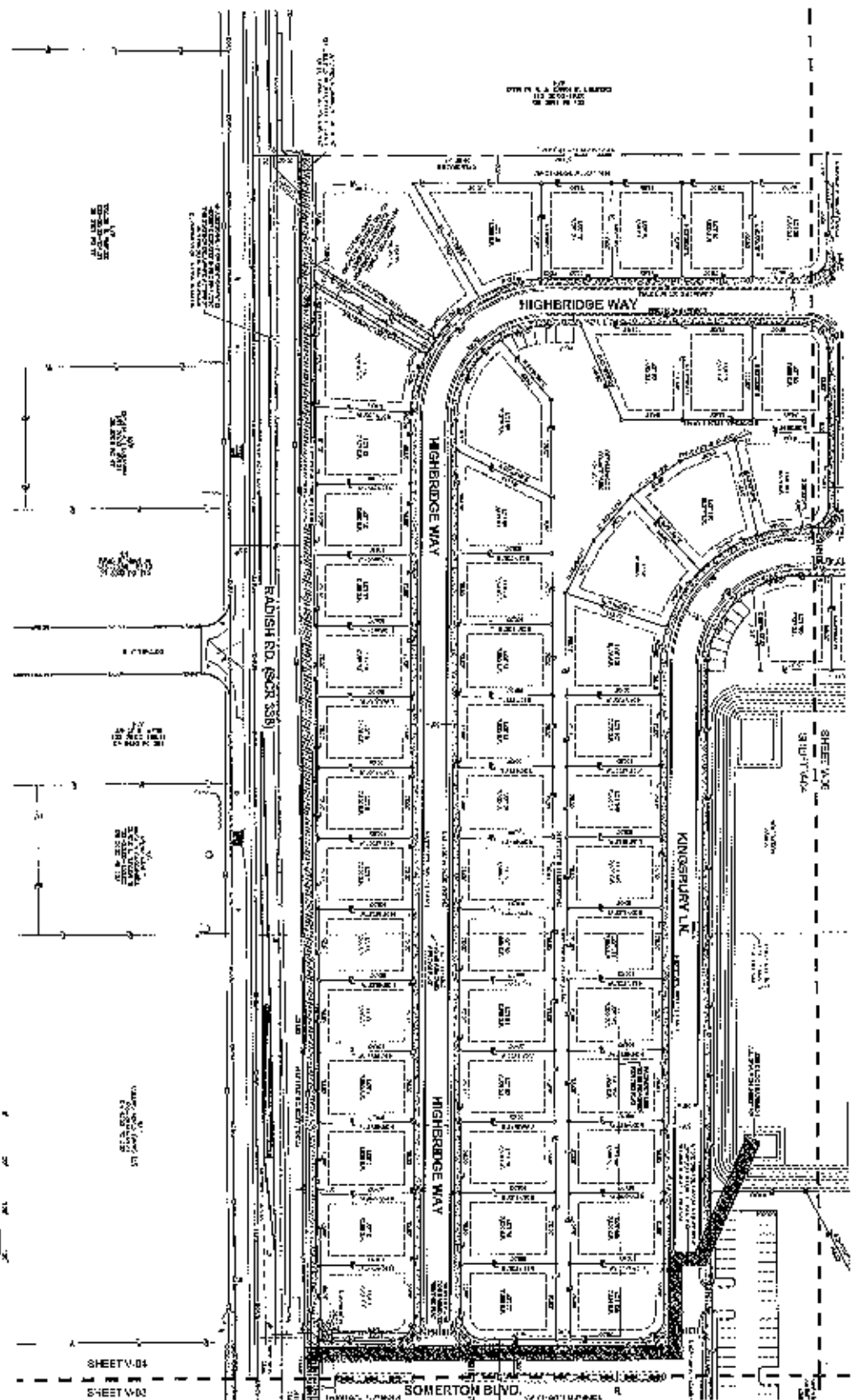
V-03

RECORD PLAN
-SITE PLAN

NO.	DATE	BY	CHKD.	DESCRIPTION
1	08-14-08	J.M.	J.M.	PRELIMINARY SITE PLAN
2	08-14-08	J.M.	J.M.	FINAL SITE PLAN
3	08-14-08	J.M.	J.M.	REVISIONS
4	08-14-08	J.M.	J.M.	REVISIONS
5	08-14-08	J.M.	J.M.	REVISIONS
6	08-14-08	J.M.	J.M.	REVISIONS
7	08-14-08	J.M.	J.M.	REVISIONS
8	08-14-08	J.M.	J.M.	REVISIONS
9	08-14-08	J.M.	J.M.	REVISIONS
10	08-14-08	J.M.	J.M.	REVISIONS

SOMERTON CHASE
TOWN OF MILLSBORO
DAGBORO HUNDRED, SUSSEX COUNTY, DELAWARE

dbi DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1000 MARKET STREET, SUITE 200
MILLSBORO, DE 19966
TEL: 302.391.1000 FAX: 302.391.1001



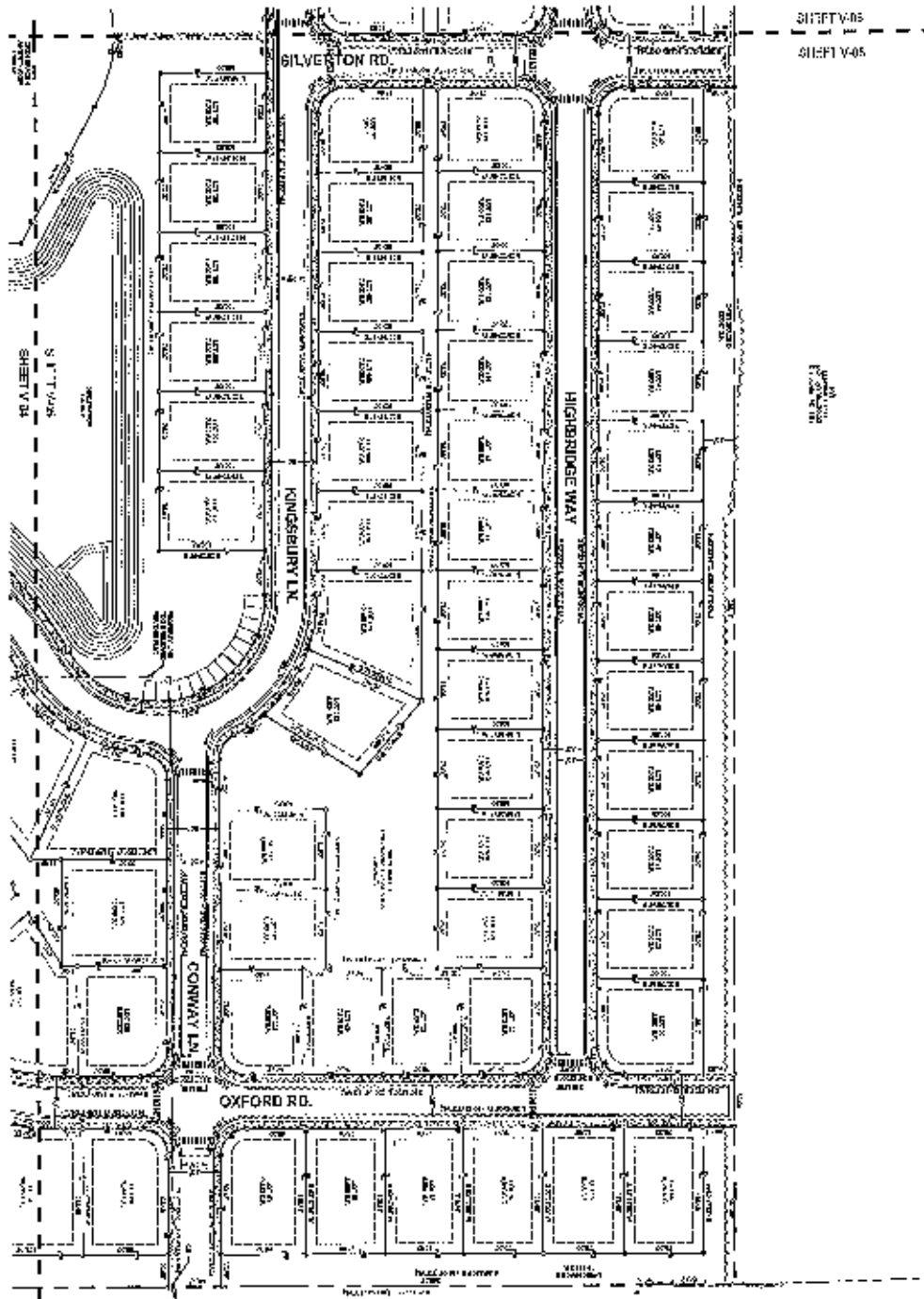
V-04

RECORD PLAN
- SITE PLAN

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100	10/15/24	REVISED

SOMERTON CHASE
TOWN OF MILLSBORO
DAGBORO HUNDRED, SUSSEX COUNTY, DELAWARE

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - BUSINESS SURVEYORS
PLANNERS - ENGINEERS



SHEET V-05
SHEET V-06

SHEET V-04
SHEET V-03

DATE: 11/11/04
SCALE: AS SHOWN



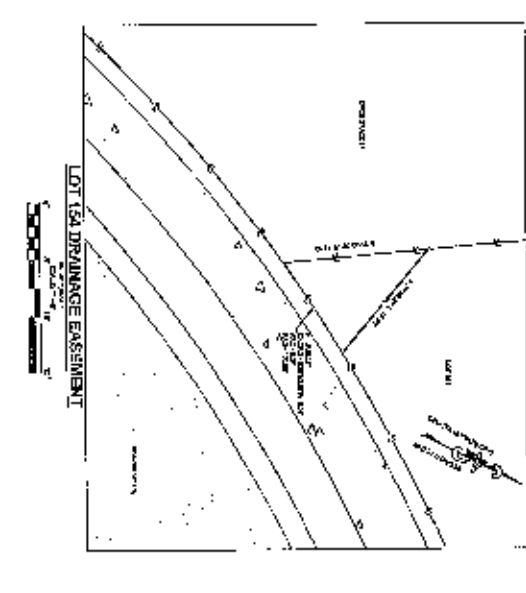
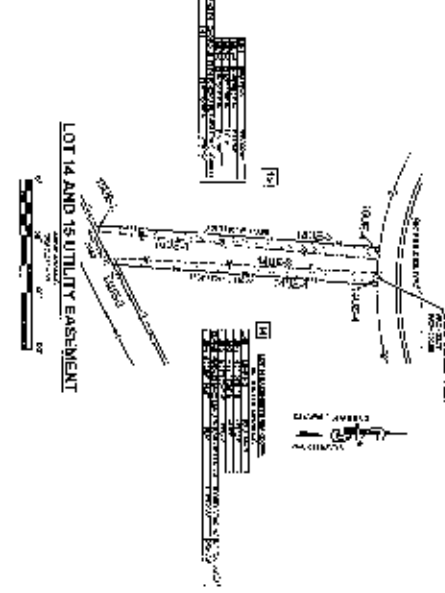
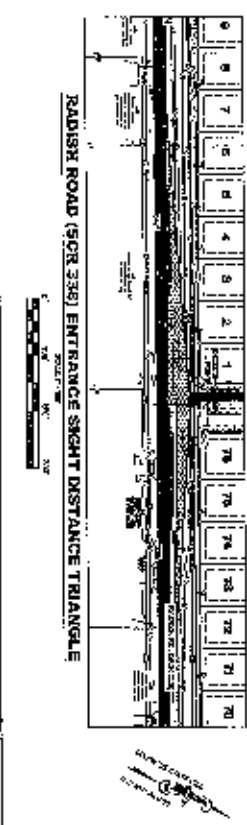
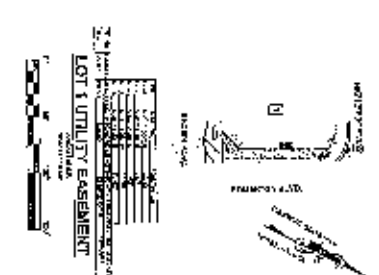
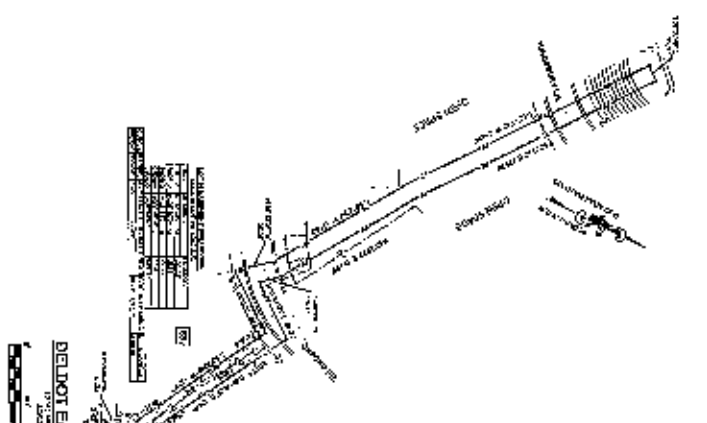
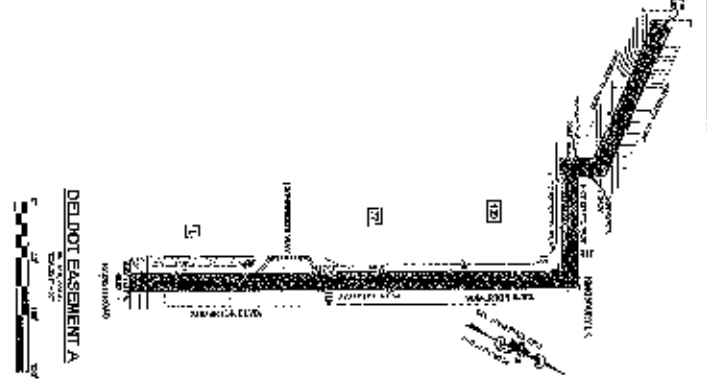
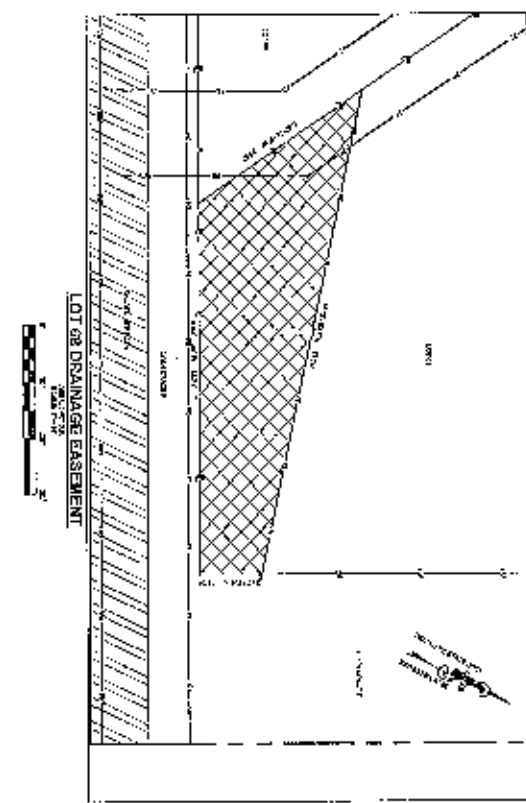
V-05

RECORD PLAN
SITE PLAN

NO.	DATE	DESCRIPTION
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9	11/11/04	REVISED
10	11/11/04	REVISED

SOMERTON CHASE
TOWN OF MILLSBORO
DAGSBORO HUNDRED, SUSSEX COUNTY, DELAWARE

db DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
1111 MARKET STREET, SUITE 200
MILLSBORO, DE 19966



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	08/14/2013
2	REVISED TO SHOW PERMITS	08/14/2013
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100	REVISED TO SHOW PERMITS	08/14/2013

SOMERTON CHASE
 TOWN OF MILLSBORO
 DAGSBORO HUNDRED, SUSSEX COUNTY, DELAWARE

DAVIS BOWEN & FRIEDEL, INC.
 ARCHITECTS - ENGINEERS - SURVEYORS

December 19, 2023

Mr. Jamie Burk
Town Manager
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

**RE: Somerton Chase
Construction Plans Review
Tax Parcels: 133-20.00-40.00, 41.00, 41.01, and 41.02**

Dear Mr. Burk:

We have received and reviewed the revised Final Record Site and Landscaping Plans in addition to all agency approvals for Somerton Chase. The plans are dated December 2022 and prepared by DBF, Inc. The plans were received by our office on December 6, 2023. The site is located off Radish Road. The property is currently zoned MR – Medium Density Residential. The proposed development consists of 202 single-family dwellings. The overall density is 3.02 units per acre with an average lot area of 8,340 sf. In view of the above, we offer the following comments:

General Comments

Preliminary plans were previously submitted for Somerton Chase in 2005. In the previous iteration, the plans proposed 214 single-family units and a density of 3.19 units per acre. The applicant has submitted several revised plans for review and comments have been addressed from the review letters previously provided by AECOM.

Procedural/Administrative

1. Section 210-66 C. of the Zoning Code identifies the requirements for a Final site plan. The Final site plan must include all the required information contained in this section. In addition to these requirements, the Town may also wish to require building elevations and tentative floor plans for the proposed housing types.
2. Section 210-13 provides requirements for the MR District.
3. Chapter 178 provides requirements for subdivisions.
4. Prior to recordation of the Final Plan, the Town should assure that all the following approvals have been granted by the following agencies:
 - Sediment and Erosion Control Plans - Sussex Conservation District
 - Stormwater Management Plans - Sussex Conservation District
 - Water Plans and Hydrant Locations - State Fire Marshal
 - Water and Sewer Service - Town Engineer
 - Roads and Grading Plan - Town Engineer
 - Entrance Permits, improvements - DelDOT
 - Landscaping Plan - Town Council
 - Condominium/Homeowners

Prior to recordation, the following Town agreements were executed:

- a. A Public Works Agreement (PWA) should be executed with the Town that guarantees that any roads, storm drains, pathways and the water and sewer facilities will be constructed in accordance with the approved plans. The Town Engineer should review the quantities and unit costs in the PWA. The PWA should also require as-built plans to be prepared by the developer for all public improvements.
- b. A Landscape Agreement and Stormwater Management Agreement are included as part of the PWA agreement that has been prepared by the applicant and submitted to the town for review.

Planning/Technical Issues

1. The Data Column has been updated to include the off-street parking calculations and total number of parking spaces provided.
2. There are several dead-end streets – Roads B, D, E and F. It appears Roads B and F will interconnect Somerton Chase with Section L of Plantation Lakes. The plan also shows Road D as a dead-end to the east and Road E as a dead-end to the west. It is assumed that these dead ends are for connections to future developments. There are currently no development plans for these adjacent parcels, however, the parcel to the east is identified as mixed-use in the Town's future land use map, and the parcel to the west is designated residential. Notes have been added to each dead-end street stating that they will connect with adjacent parcels once developed. Additional notes have been included on the revised plan to address the dead-end streets.
3. The Final Record Plans include a landscaping plan which meets the criteria required by the towns code.

After reviewing the Final Record Site and Landscaping Plans for Somerton Chase, AECOM considers these changes to be in line with the Town of Millsboro Code and are ready for final approval by the Town Council.

Very truly yours,

AECOM



Kyle F. Gulbranson, AICP
Project Manager

A RESOLUTION PROPOSING THAT A PUBLIC HEARING BE HELD ON TUESDAY, JANUARY 2, 2024, AT 7:00PM, IN MILLSBORO TOWN CENTER, 322 WILSON HIGHWAY, MILLSBORO, SUSSEX COUNTY, DELAWARE, TO CONSIDER AMENDING THE TOWN CODE OF THE TOWN OF MILLSBORO, CHAPTER 210, ZONING, § 210-20. RESIDENTIAL PLANNED COMMUNITY (RPC) DISTRICT, SUBPARAGRAPH J. MINIMUM LOT AREA AND WIDTH, BY STRIKING THE LAST SENTENCE THEREOF AND BY ADDING A REQUIREMENT THAT SETBACKS SHALL NOT BE REDUCED FOR DETACHED SINGLE-FAMILY DWELLINGS LOTS.

WHEREAS, in November, 2022, the Town Council amended Chapter 210, Zoning, of the Town Code of the Town of Millsboro ("Zoning Code"), by increasing the minimum lot area, minimum lot frontage and minimum lot depth for lots located in the Medium-Density Residential (MR) District; and

WHEREAS, as a result of the aforementioned amendment to the Zoning Code, it has been brought to the Town Council's attention that existing language in Section 210-20.J of the Zoning Code concerning minimum lot area and minimum lot width requirements in the Residential Planned Community (RPC) District, which is an overlay district that is sometimes superimposed on property located in the Medium-Density Residential (MR) District, may cause some confusion and be perceived as conflicting; and

WHEREAS, a suggestion has also been made to the Town Council that Section 210-20.J of the Zoning Code might be revised to impose a requirement that setbacks shall not be reduced for detached single-family dwelling lots located in any superimposed Residential Planned Community (RPC) District; and

WHEREAS, the Town Council has reviewed the information presented by Town staff and concluded that, for the sake of clarity, Section 210-20.J of the Zoning Code, should be revised by deleting the confusing language that may be perceived as creating a conflict with respect to minimum lot area and minimum lot width requirements; and

WHEREAS, the Town Council has further concluded that including in Section 210-20.J of the Zoning Code the proposed requirement that setbacks shall not be reduced for detached single-family dwelling lots located in any superimposed Residential Planned Community (RPC) District is desirous in order to maintain appropriate open space between dwellings; and

WHEREAS, 22 Del. C. § 304 provides that any amendment to any zoning ordinance shall only be after a public hearing following fifteen (15) days notice thereof by publication in an official paper or a paper of general circulation within the municipality.

NOW THEREFORE BE IT RESOLVED that a Public Hearing shall be held on

Tuesday, January 2, 2024, at 7:00PM, in Millsboro Town Center, 322 Wilson Highway, Millsboro, Sussex County, Delaware, to consider amending Chapter 210, Zoning, of the Town Code of the Town of Millsboro, as follows:

Item 1:

Amend § 210-20. Residential Planned Community (RPC) District, by revising subsection J. Minimum lot area and width, thereof as follows (removed language is stricken through; new language is underlined):

- J. Minimum lot area and width. The minimum lot area and minimum lot width of detached single-family dwelling lots established within the development shall not be less than 2/3 of the normal minimum lot area and minimum lot width required for detached single-family dwellings in the district in which the lot is located. ~~In no case shall a detached single-family lot be created with an area of less than 6,000 square feet or a lot width of less than 60 feet.~~ Setbacks shall not be reduced for detached single-family dwellings.

AND BE IT FURTHER RESOLVED that the Town Manager be and he is hereby authorized and directed to cause a Notice which shall consist of a true copy of this Resolution by title to be published in a newspaper of general circulation in the Town of Millsboro, at least fifteen (15) days prior to the date set forth in this Resolution for the Public Hearing.

I, Kimberley M. Kaan, Secretary of the Town Council of the Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Town Council at its Regular Meeting held on December 4, 2023, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Kimberley M. Kaan, Secretary

AN ORDINANCE AMENDING THE TOWN CODE OF THE TOWN OF MILLSBORO, CHAPTER 210, ZONING, § 210-20. RESIDENTIAL PLANNED COMMUNITY (RPC) DISTRICT, SUBPARAGRAPH J. MINIMUM LOT AREA AND WIDTH, BY STRIKING THE LAST SENTENCE THEREOF AND BY ADDING A REQUIREMENT THAT SETBACKS SHALL NOT BE REDUCED FOR DETACHED SINGLE-FAMILY DWELLINGS LOTS.

WHEREAS, in November, 2022, the Town Council amended Chapter 210, Zoning, of the Town Code of the Town of Millsboro ("Zoning Code"), by increasing the minimum lot area, minimum lot frontage and minimum lot depth for lots located in the Medium-Density Residential (MR) District; and

WHEREAS, as a result of the aforementioned amendment to the Zoning Code, it was brought to the Town Council's attention that existing language in Section 210-20.J of the Zoning Code concerning minimum lot area and minimum lot width requirements in the Residential Planned Community (RPC) District, which is an overlay district that is sometimes superimposed on property located in the Medium-Density Residential (MR) District, may cause some confusion and be perceived as conflicting; and

WHEREAS, a suggestion was also made to the Town Council that Section 210-20.J of the Zoning Code might be revised to impose a requirement that setbacks shall not be reduced for detached single-family dwelling lots located in any superimposed Residential Planned Community (RPC) District; and

WHEREAS, the Town Council reviewed the information presented by Town staff and concluded that, for the sake of clarity, Section 210-20.J of the Zoning Code, should be revised by deleting the confusing language that may be perceived as creating a conflict with respect to minimum lot area and minimum lot width requirements; and

WHEREAS, the Town Council further concluded that including in Section 210-20.J of the Zoning Code the proposed requirement that setbacks shall not be reduced for detached single-family dwelling lots located in any superimposed Residential Planned Community (RPC) District is desirable in order to maintain appropriate open space between dwellings; and

WHEREAS, as required by 22 Del. C. § 304, the Town Council held a public hearing on Tuesday, January 2, 2024, regarding the above-described, proposed revisions to the Zoning Code; and

WHEREAS, following the public hearing, the Town Council continues to conclude that the above-described, proposed revisions to the Zoning Code should be made.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Millsboro, in session met, a quorum pertaining at all times thereto, that the Town Code of the Town of Millsboro be and is hereby amended as follows:

Item 1:

Amend § 210-20. **Residential Planned Community (RPC) District**, by revising subsection J. Minimum lot area and width, thereof as follows (removed language is stricken through; new language is underlined):

- J. **Minimum lot area and width.** The minimum lot area and minimum lot width of detached single-family dwelling lots established within the development shall not be less than 2/3 of the normal minimum lot area and minimum lot width required for detached single-family dwellings in the district in which the lot is located. ~~In no case shall a detached single-family lot be created with an area of less than 6,000 square feet or a lot width of less than 60 feet.~~ Setbacks shall not be reduced for detached single-family dwellings.

AND BE IT RESOLVED that the Town Manager be and he is hereby authorized and directed to cause a Notice which shall consist of a true copy of this Ordinance by title to be published in a newspaper of general circulation in The Town of Millsboro.

I, Kimberley M. Kaan, Secretary of the Town Council of the Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of an Ordinance passed by the Town Council at its Regular Meeting held on January 2, 2024, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Kimberley M. Kaan, Secretary

**MILLSBORO POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
January 2024**

TRAINING

1. December 4th – 8th, Sgt. Jonahatan Zubrowski attended Public Information Officer training, hosted by the Dover Police Department.
2. December 5th-6th, PFC Cody Justice, PFC Cody Jackson and Cpl. Dallas Millner attended Field Training Officer training hosted by the Delaware State Police.
3. December 11th, members of the Millsboro Police Department, Millsboro Fire Department, Millsboro Paramedics, and Sussex County EMS, participated in an Active Shooter training event held at the Millsboro Middle School.

CALEA UPDATE

There are no accreditation updates.

Personnel Update

During this meeting, the new Victim Services Advocate (Ivania Perez-Martinez) will be introduced to Council.

Community Event

1. The Millsboro Police Department was able to conclude the 2023 "Whiskers for Wishes" campaign. Donations through this campaign supported several families within the Millsboro community.

Grant Application

There are no grant updates for the month of January.

**MILLSBORO POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
January 2024**

Millsboro Police Station Project Update

During this meeting, an update will be provided regarding the construction of the new Millsboro Police Station.

1. Town Council will be presented with Change Orders for the new police station.
 - a. Review of all building change order requests.
 - b. Review of all technology change order requests (Advantech).

Roadway Closures/ Updates

There are no roadway closure updates.

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



Change Order Request

COR Number: 15

Date: 6/20/2023

Project Number: 2216

Contract Date: 8/26/2022

To:	Project:
TOWN OF MILLSBORO 322 Wilson Highway Millsboro DE 19966	MILLSBORO POLICE DEPT. Ellis St. Millsboro DE 19966

Description of Change:

Proposal is directly related to a change directive received from DBF. Also, cost is a result of RFI 42.

Project Original Contract Sum	7,171,400.00
Total of Previously Approved Change Orders	118,971.75
Contract Amount Prior to this Change Order	7,290,371.75
Proposed Contract Amount of this Change Order	2,874.96
Proposed Contract Amount Including this Change Order	7,293,246.71

Accepted By:

<u>Delmarva Veteran Builders, LLC</u> Contractor (Company Name)	<u>TOWN OF MILLSBORO</u> Owner (Company Name)	_____ Other (Company Name)
<u>Rich Hertzog</u> By (Signature)	_____ By (Signature)	_____ By (Signature)
<u>RICH HERTZOG</u> Printed Name	_____ Printed Name	_____ Printed Name
<u>6/20/2023 12:00:00 AM</u> Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



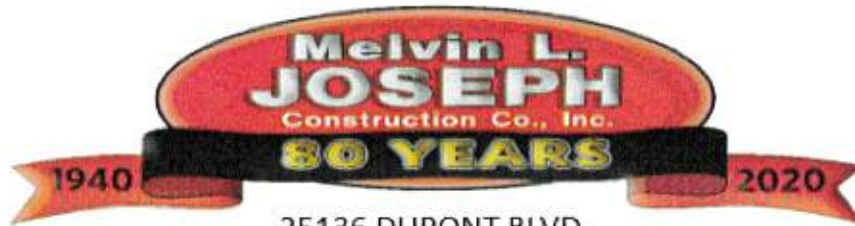
Change Order Request

COR Number: 15

Date: 6/20/2023

To: TOWN OF MILLSBORO	Project: MILLSBORO POLICE DEPT.
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Item	Description	Quantity	UOM	Unit Price	Extended Price
CO15 - Change Order #15 - Curb Cuts/Domes					
SUB CO	Curb Cuts/Domes	0.00		0.00	2,662.00
GC OH & P	8% Overhead & Profit	0.00		0.00	212.96
Change Order #15 - Curb Cuts/Domes Total:					2,874.96
Change Order Total:					2,874.96



25136 DUPONT BLVD.
GEORGETOWN, DELAWARE 19947
PHONE (302) 856-7396 FAX (302) 856-1725

June 7, 2023

To: DELMARVA Veteran Builders LLC
PO Box 621
Salisbury Maryland 21803

RE: **Millsboro Police Station**

CHANGE REQUEST

Added ADA Domes per RFI 42

Additional Domes 44 SF @ \$55.00 per SF	\$2,420.00
10% Overhead / Profit	\$242.00
Total Change Order	\$2,662.00

Melvin Joseph Construction Co.

Acceptance

Submitted By: *Pat Russell*

Accepted By:

Date: 06/07/2023

Date

Delmarva Veteran Builders, LLC
120 E. Market Street
Salisbury MD 21801

www.delmarvaveteranbuilders.com
443-736-1584



Change Order Request

COR Number: 23

Date: 1/2/2024

Project Number: 2216

Contract Date: 8/26/2022

To:	Project:
TOWN OF MILLSBORO 322 Wilson Highway Millsboro DE 19966	MILLSBORO POLICE DEPT. Ellis St. Millsboro DE 19966

Description of Change:

Sallyport Fence Lid

Project Original Contract Sum	7,171,400.00
Total of Previously Approved Change Orders	241,261.01
Contract Amount Prior to this Change Order	7,412,661.01
Proposed Contract Amount of this Change Order	1,671.53
Proposed Contract Amount Including this Change Order	7,414,332.54

Accepted By:		
<u>Delmarva Veteran Builders, LLC</u> Contractor (Company Name)	<u>TOWN OF MILLSBORO</u> Owner (Company Name)	_____ Other (Company Name)
<u>Rich Hertzog</u> By (Signature)	_____ By (Signature)	_____ By (Signature)
<u>RICH HERTZOG</u> Printed Name	_____ Printed Name	_____ Printed Name
<u>1/2/2024 12:00:00 AM</u> Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



Change Order Request

COR Number: 23

Date: 1/2/2024

To: TOWN OF MILLSBORO	Project: MILLSBORO POLICE DEPT.
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Item	Description	Quantity	UOM	Unit Price	Extended Price
CO23 - Chanve Order #23 - SP Fence Lid					
SUB CO	Fence Lid	0.00		0.00	1,530.00
GC OH & P	8% Overhead & Profit	0.00		0.00	122.40
Bond	Payment & Performance Bond (1.25%)	0.00		0.00	19.13
Chanve Order #23 - SP Fence Lid Total:					1,671.53
Change Order Total:					1,671.53



GRASSO FENCE

Over 30 Years Experience
(410) 860-2146 • Fax 410-860-0479
P.O. Box 116
Fruitland, MD 21826

Name DEMAVA VETERAN BUILDERS Date 12/28/2023

Billing Address PO Box 621, SAUSBURY, MD. 21803

Job Location JOB# 2216 MILLSBORO POLICE DEPT.

Phone # _____

Lineal feet 15'

Chainlink _____ Galv. _____ Vinyl BLACK

Framework _____ Galv. _____ Vinyl BLACK

Height _____ Gauge 8 Mesh 2"

Barbed wire _____ Set/concrete _____

Top to be level _____ Follow ground _____

Wood fencing style _____

Cedar _____ CCA _____ Spruce _____

PVC Vinyl or _____

Ornamental fencing style _____

Height of fence _____

Gates _____ Sizes _____

Posts: End _____ Corner _____

Materials only price \$ _____

Installed price \$ 1530.00

Deposit _____ Balance NOT 30

Other _____

LAYOUT

INSTALL ALL BLACK PVC COATED CHAINLINK LID ON ENCLOSURE w/ TOP RAIL BRACING w/ WALL MOUNTS, 2" MESH CHAINLINK

Interest at 2% per month (annual percentage rate 24%) will be charged to any account past 30 days. All quotes are subject to conditions beyond our control. Customer is responsible for establishing property lines and marking private underground wires, utility lines, and sprinkler systems. GFC, LLC will have Utility Companies mark out public utility-owned lines. (Miss Utility). Customer is responsible for clearing brush, trees and obstructions, roots, etc. from fence line. Customer is responsible for obtaining building permits. If GFC, LLC refers collection of balances due under this contract to an attorney, then attorney fees & court costs will be paid by the buyer. Any changes to this contract will incur additional charges. No refunds on special orders.

GFC, LLC DBA Grasso Fence

BUYER _____

Estimate Deposit _____ Ordered _____ Received _____ Installed _____ Special Order _____ Paid _____

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



Change Order Request

COR Number: 22
Date: 1/2/2024

Project Number: 2216
Contract Date: 8/26/2022

To:	Project:
TOWN OF MILLSBORO 322 Wilson Highway Millsboro DE 19966	MILLSBORO POLICE DEPT. Ellis St. Millsboro DE 19966

Description of Change:

Owner requested flooring be changed in Squad Room

Project Original Contract Sum	7,171,400.00
Total of Previously Approved Change Orders	241,261.01
Contract Amount Prior to this Change Order	7,412,661.01
Proposed Contract Amount of this Change Order	3,659.88
Proposed Contract Amount Including this Change Order	7,416,320.89

Accepted By:

<u>Delmarva Veteran Builders, LLC</u> Contractor (Company Name)	<u>TOWN OF MILLSBORO</u> Owner (Company Name)	_____ Other (Company Name)
<u>Rich Hertzog</u> By (Signature)	_____ By (Signature)	_____ By (Signature)
<u>RICH HERTZOG</u> Printed Name	_____ Printed Name	_____ Printed Name
<u>1/2/2024 12:00:00 AM</u> Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



Change Order Request

COR Number: 22

Date: 1/2/2024

To: TOWN OF MILLSBORO	Project: MILLSBORO POLICE DEPT.
------------------------------	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
CO22 - Change Order #22 - Squad Rm Flooring					
SUB CO	Flooring	0.00		0.00	3,350.00
GC OH & P	8% Overhead & Profit	0.00		0.00	268.00
Bond	Payment & Performance Bond (1.25%)	0.00		0.00	41.88
Change Order #22 - Squad Rm Flooring Total:					3,659.88
Change Order Total:					3,659.88



2 S. Poplar Street, Wilmington, DE 19801
 tele: (302) 654-8193 fax: (302) 654-8678

TRI-STATE CARPET, INC

December 20, 2023

DELMARVA VETERAN BUILDERS
 P.O. BOX 621
 120 EAST MARKET STREET
 SALISBURY, MD 21803

Re: Bid # 13015476 CO- 002
 MILLSBORO POLICE STATION CHANGE ORDER FOR CPT TILE IN SQUAD RM 134

Thank you for the opportunity to submit the following proposal

Scope of Work:

CPTL	SHAW CONTRACT 5T079 FIELD TILE 24"X24", COLOR 78429 SURVEY, DELIVERED & INSTALLED W/ ADHESIVE IN 134 SQUAD ROOM					
		106.67	SY	@	34.22	\$3,650.00
MISC1	SHAW ADH N5000 PS ADH 4G	1.00	4G	@	0.00	\$0.00
MISC2	CREDIT VCT LABOR	1.00	EA	@	300.00	\$300.00
					Total Price	\$3,350.00

Notes:

- *Scope & finish as above
- *VCT originally specified for room is bought & paid for & shall be considered customer's property to be delivered to site
- *Same inclusions & exclusions as original contract apply

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature..... Date of Acceptance.....

SUBMITTED BY: MATT BUCHER TELE (302) 424-1649 FAX (302) 424-1739

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



Change Order Request

COR Number: 21

Date: 1/2/2024

Project Number: 2216

Contract Date: 8/26/2022

To:	Project:
TOWN OF MILLSBORO 322 Wilson Highway Millsboro DE 19966	MILLSBORO POLICE DEPT. Ellis St. Millsboro DE 19966

Description of Change:

Owner requested a handrail be installed

Project Original Contract Sum	7,171,400.00
Total of Previously Approved Change Orders	241,261.01
Contract Amount Prior to this Change Order	7,412,661.01
Proposed Contract Amount of this Change Order	5,353.25
Proposed Contract Amount Including this Change Order	7,418,014.26

Accepted By:

<u>Delmarva Veteran Builders, LLC</u> Contractor (Company Name)	<u>TOWN OF MILLSBORO</u> Owner (Company Name)	_____ Other (Company Name)
<u>Rich Hertzog</u> By (Signature)	_____ By (Signature)	_____ By (Signature)
<u>RICH HERTZOG</u> Printed Name	_____ Printed Name	_____ Printed Name
<u>1/2/2024 12:00:00 AM</u> Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Delmarva Veteran Builders, LLC
 120 E. Market Street
 Salisbury MD 21801

www.delmarvaveteranbuilders.com
 443-736-1584



Change Order Request

COR Number: 21

Date: 1/2/2024

To: TOWN OF MILLSBORO	Project: MILLSBORO POLICE DEPT.
------------------------------	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
CO21 - Change Order #21 - Handrail					
SUB CO	Handrail	0.00		0.00	4,900.00
GC OH & P	8% Overhead & Profit	0.00		0.00	392.00
Bond	Payment & Performance Bond (1.25%)	0.00		0.00	61.25
Change Order #21 - Handrail Total:					5,353.25
Change Order Total:					5,353.25

Aledak Metalworks Inc.

Aledak Metalworks, Inc
4809 Harrison Ferry Rd
Hurlock, MD 21643

Change Order

Date	Estimate #
12/16/2023	977

Name / Address
Delmarva Veteran Builders Delmarva Veteran Builders 120 E Market Street Salisbury, MD 21801

Project
Millsboro police

Description	Qty	Rate	Total
Labor and Material to fabricate an install (2) 10' 2-line pipe rails an (1) 5' 2-line pipe rail. Powder coated finish to mach the front of the building.		4,900.00	4,900.00
Total			\$4,900.00



Agreement # 12502-1-7

Submission Date: November 28, 2023

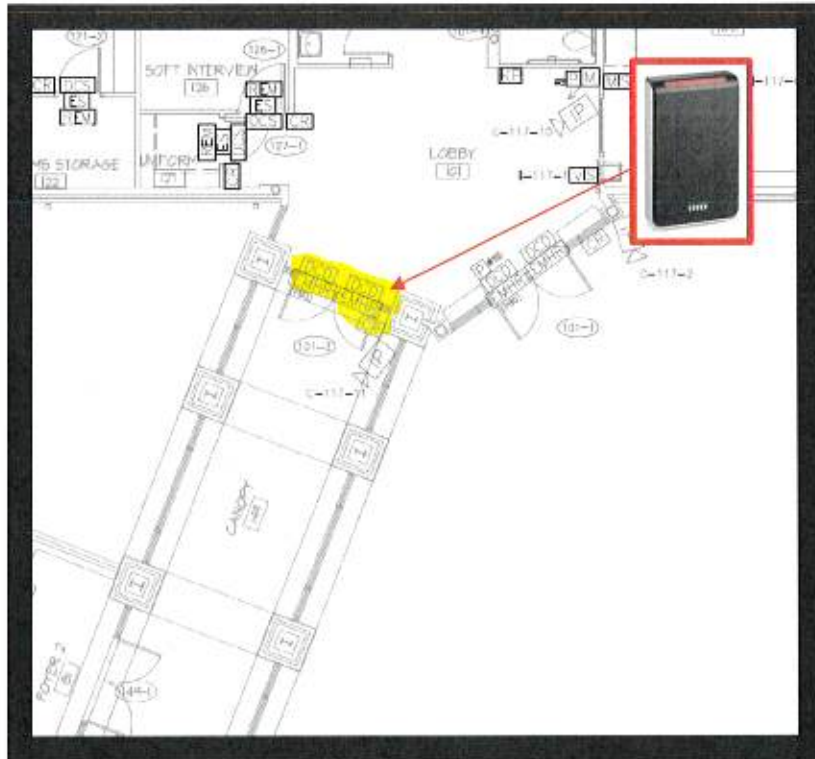
Division of Sales & Estimating

Client: Millsboro Police Department
Project: Millsboro PD – Additional Card Reader
Project Address: Ellis St, Millsboro, DE 19966
Bill To Address: 322 Wilson Hwy, Millsboro, DE 19966
Submitted To: Chief Brian Calloway, brian.calloway@cj.state.de.us, 302-934-8174
Ryan Kelly, Ryan.Kelly@advantechsecurity.net, (302) 674-8405, fax (302) 674-3698, www.advantechsecurity.net
Submitted By:

Scope of Work:

A3 Communications Inc. DBA Advantech (“ADVANTECH”) State of Delaware Supplier ID number 0000555214, shall expand the Pro-Watch Access Control system to include a second card reader on the door from the Lobby to the Training Room (101-2). This installation shall include a card reader, magnetic locks (2), and additional door control equipment.

If a valid credential is presented to either card reader, the door shall temporarily release the electronic locking hardware for both doors.



Special Conditions:

1. Pricing is subject to change if this Agreement is not accepted within 30 days of the Submission date.
2. This project has been priced assuming first shift hours which are Monday – Friday 7:00AM – 4:00PM, excluding Federal Holidays. Work requested outside first shift hours will be subject to overtime rates.
3. Any necessary patching, painting, drywall repair, etc. by CLIENT.
4. **NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY.** Given the existence of the coronavirus pandemic, Advantech will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Advantech reserves its right to seek an excusable extension of time if the work is unable to maintain planned crew sizes due to the illness, material/supply shortages, or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed we may seek additional costs associated with the suspension.

Investment Summary

Purchase

Millsboro Police Department – Water Tower: \$5,320.00

Equipment: \$3,670.00

Labor: \$1,650.00

State of Delaware Supplier ID number 0000555214

Accepted By: _____ Date: _____

Print Name: _____

Project Pricing and Payment Terms and Conditions, unless otherwise noted in this Agreement:

- Payment Terms – 50% upon acceptance & mobilization, 40% upon system operational, 10% upon final training and commissioning.

General Conditions:

The same conditions statements apply to this Change Order that were agreed to in proposal 12502-1-0. This is Change Order #12502-1-7.



Agreement # 12502-1-3

Submission Date: December 18, 2023

Division of Sales & Estimating

Client:	Millsboro Police Department
Project:	Millsboro PD - Video Surveillance, Data Drops, and Access Control
Project Address:	Ellis St, Millsboro, DE 19966
Bill To Address:	322 Wilson Hwy, Millsboro, DE 19966
Submitted To:	Chief Brian Calloway, brian.calloway@cj.state.de.us, 302-934-8174 Ryan Kelly, Ryan.Kelly@advantechsecurity.net, (302) 674-8405, fax (302)
Submitted By:	674-3698, www.advantechsecurity.net

Video Surveillance – Scope of Work (\$28,315.00):

A3 Communications Inc. DBA Advantech ("ADVANTECH") State of Delaware Supplier ID number 0000555214, shall expand the video surveillance system with additional cameras and viewing stations. This installation shall include:

- **Detective’s Interview Room 114**
 - 12-megapixel, panoramic camera with built-in microphone
 - Toggle switch with light
- **Soft Interview Room 126**
 - 12-megapixel, panoramic camera with built-in microphone
 - Toggle switch with light
- **Interview 145**
 - 12-megapixel, panoramic camera with built-in microphone
 - Toggle switch with light



When the toggle switch at the interview rooms is activated, the corresponding camera and microphone shall be programmed to begin recording and a blue LED at the toggle switch shall illuminate. When the toggle switch is flipped to the off position, the corresponding camera and microphone shall stop recording and the blue LED shall turn off.

Additionally, Advantech shall install new viewing workstations in the Administrative Office (1) and Squad Room (2). The workstations shall be connected via HDMI cabled to viewing monitors located within these spaces. Advantech shall install a video decoder in the Processing Room entrance to allow live video monitoring of the holding cells.

Equipment: \$22,235.00

Labor: \$6,080.00

Data Cabling – Scope of Work (\$5,145.00):

A3 Communications Inc. DBA Advantech (“ADVANTECH”) State of Delaware Supplier ID number 0000555214, shall install, test, and certify eight, 2-port CAT6 drops for a total of sixteen drops. This installation shall include the following locations:

- Evidence Room – Four, 2-port CAT6 drops
- Corridor to Squad Room – Four, 2-port CAT6 drops

Equipment: \$1,915.00

Labor: \$3,230.00

Card Reader/Keypad Updates - Scope of Work (\$690.00):

A3 Communications Inc. DBA Advantech (“ADVANTECH”) State of Delaware Supplier ID number 0000555214, shall update the Pro-Watch Access Control system to include replacing the card reader on the door from the Lobby to Corridor 1 (101-4) and both card readers on the door to the Processing Room (128-1) to card readers with keypads.

If a valid credential is presented to either card reader, the door shall temporarily release the electronic locking hardware for both doors.

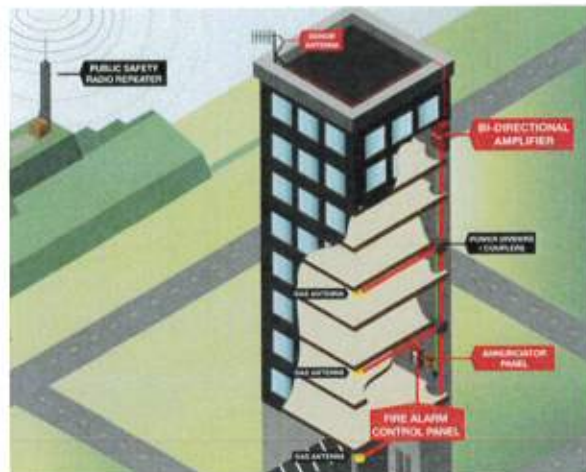


Bi-Directional Amplifier - Scope of Work (\$30,375.00):

In the event the Division of Communications test of the site's Emergency Radio In-Building Coverage does not meet the minimum requirements listed in International Fire Code (IFC) Section 510.41 "Emergency Responder Radio Coverage", then the site will require Bi-Directional Amplification coverage. Advantech shall complete a final radio test of the facility once the building is complete per Delaware Division of Communications standards. Advantech shall install a Bi-Directional Amplification (BDA) sub-system for 800MHz Public Safety Band Radio Communication. BDA systems are required by Delaware Division of Communications to be monitored and supervised by the fire alarm system.

Compliance & Licensing:

- Federal Communications Commission Radio Operators License FRN: 0027439553
- UL 2524 1st Edition Compliant – In-building 2 Way Emergency Radio Communication
- NFPA 1221 (2016 Edition) Compliant
- IFC Section 510
- IBC 201 Section 916
- State of Delaware Class I Fire Alarm License FAL-0191
- State of Delaware Class I Fire Alarm Certificate FAC-0123
- NICET Level IV 99589
- Master Electrical License

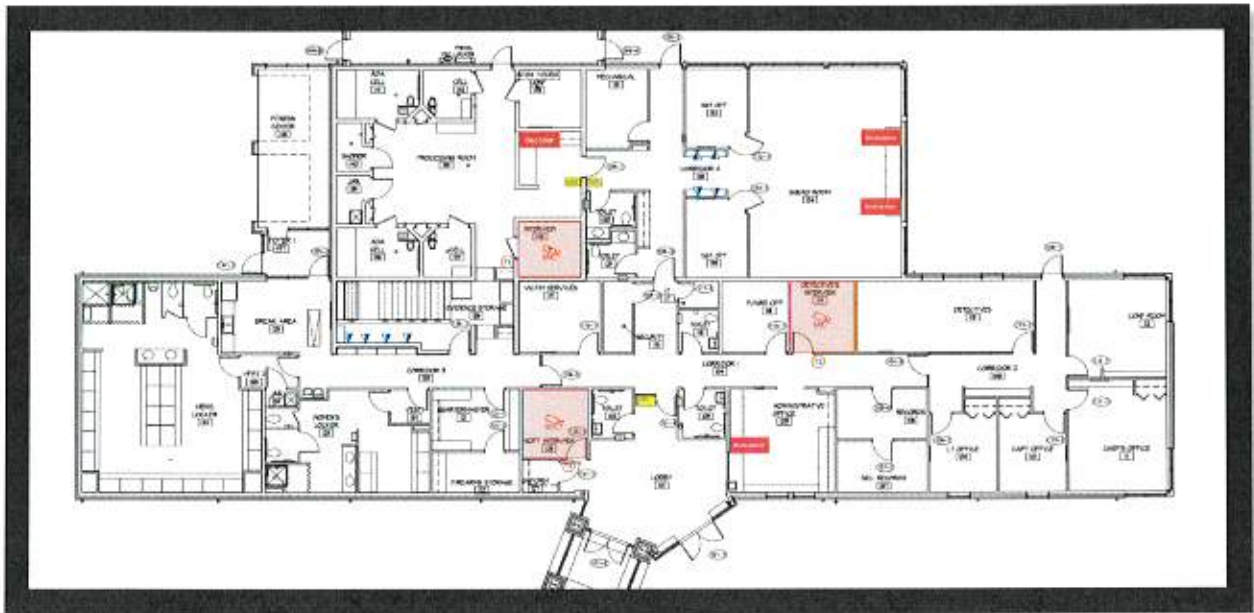


Responsibilities of Others & References:

- ❖ Client to provide two (2) dedicated separate 110VAC circuits to BDA panel location.
- ❖ Client to provide appropriate grounding for the Donor Antenna and BDA panel.
- ❖ Client to provide penetration and sealing of building envelop for Donor Antenna.
- ❖ This project pricing includes running the appropriate cable from the donor antenna to all required distributed antennas.
- ❖ The BDA will be provided with an integral Notifier Monitor Module for the 6 BDA conditions that are required to be monitored and supervised by the Fire Alarm System.



Device Layout:



Special Conditions:

1. Pricing is subject to change if this Agreement is not accepted within 30 days of the Submission date.
2. This project has been priced assuming first shift hours which are Monday – Friday 7:00AM – 4:00PM, excluding Federal Holidays. Work requested outside first shift hours will be subject to overtime rates.
3. Any necessary patching, painting, drywall repair, etc. by CLIENT.
4. **NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY.** Given the existence of the coronavirus pandemic, Advantech will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Advantech reserves its right to seek an excusable extension of time if the work is unable to maintain planned crew sizes due to the illness, material/supply shortages, or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed we may seek additional costs associated with the suspension.

<u>Investment Summary</u>	<u>Purchase</u>
Video Surveillance Expansion	\$28,315.00
Additional Data Drops	\$5,145.00
Card Reader/Keypad Replacements:	\$690.00
Bi-Directional Amplifier	\$30,375.00
<u>State of Delaware Supplier ID number 0000555214</u>	

Accepted By: _____ Date: _____

Print Name: _____

Project Pricing and Payment Terms and Conditions, unless otherwise noted in this Agreement:

- Payment Terms – 50% upon acceptance & mobilization, 40% upon system operational, 10% upon final training and commissioning.

General Conditions:

The same conditions statements apply to this Change Order that were agreed to in proposal 12502-1-0. This is Change Order #12502-1-3.



November 21, 2023

PROJECT NUMBER 18970

Via Electronic Mail

Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

RE: Scope of Work and Cost Estimate
Sanitary Sewer Hydraulic Modeling
Town of Millsboro, Delaware

Dear Mr. Burk:

Thank you for allowing Verdantas LLC (Verdantas) to provide this proposal for hydraulic modeling of the existing sanitary sewer collection system using the Town's existing ArcGIS online GIS data. The project goal is the development of a comprehensive hydraulic model that includes an inventory of existing infrastructure, proposed infrastructure based on recent plan approvals, identification of areas of capacity limitations, and recommendations to accommodate areas planned for growth. This proposal is for engineering and field services to gather data on the existing system, develop and calibrate a hydraulic model, and evaluate capacity limitations in the system.

PROJECT DESCRIPTION

The Town of Millsboro's wastewater collection system consists of approximately 28 miles of pipeline including 8-inch and 10-inch diameter asbestos cement pipe (ACP) and 8- to 14-inch PVC pipe. The oldest pipe is associated with the original system construction in 1964. In addition to serving residents and businesses within Town limits, Millsboro also receives wastewater from the Stockley Center on the north side of Indian River and from Sussex County's Woodlands of Millsboro Sanitary Sewer District, located west of the Town limits.

The sanitary sewer system consists of 21 drainage basins, which is summarized below:

- Drainage Basin 1: Serviced by Pumping Station No. 1;
- Drainage Basin 2: Serviced by Pumping Station No. 2;
- Drainage Basin 3: Three sub-basins (3A, 3B, and 3C), no pumping stations, and wastewater flows by gravity to the WWTP;
- Drainage Basin 4:
 - Primarily serviced by Pumping Station No. 4; and
 - A portion of the Millwood development is serviced by Pumping Station No. 12.
- Drainage Basin 5: Two sub-basins (5A and 5B)

- Drainage Basin 5A is serviced by Pumping Station No. 5; and
- Drainage Basin 5B will be serviced by a future pumping station.
- Drainage Basin 6: Will be serviced by future pumping station;
- Drainage Basin 7: Three sub-basins (7A, 7B and 7C) and serviced by Pumping Station Nos. 7A, 7B and 7C;
- Drainage Basin 8: Serviced by Pumping Station No. 8;
- Drainage Basin 9: will be serviced by future pumping station;
- Drainage Basin 10: will be serviced by future pumping station;
- Drainage Basin 11: Two sub-basins (11A and 11B);
 - Drainage Basin 11A is serviced by Pumping Station No. 11; and
 - Drainage Basin 11B will be serviced by a future pumping station.
- Drainage Basins 13-17: Will be serviced by future pumping stations or gravity sewer.

The Town has requested a hydraulic model of its sanitary system to evaluate capacity in the system and identify potential limitations of the system both present and for future growth. This project includes engineering services to develop and calibrate a hydraulic model of the Town's system including gravity sewer, pumping stations, and force main.

We understand that the Town will be funding this sanitary sewer hydraulic model evaluation utilizing funds received from an anticipated Wastewater Matching Planning Grant.

Accordingly, we propose the following scope of services:

SCOPE OF WORK

TASK 1: Background Documentation Collection

2.1. Relevant available studies

The following documents are incorporated by reference into this scope of work:

- Inflow and Infiltration Study, The Town of Millsboro, Delaware. Duffield Associates, Inc. - July 2018
- The Town of Millsboro Sewer System Asset Management Plan. Duffield Associates, Inc. - October 2016

2.2. Other relevant documents

Verdantas will collect, compile, and review previous relevant studies and construction documents including as-built plans, manufacturer's specifications, contractor submittal, field tests, field inspections, field measurements, maintenance records, operation records, analysis of water treatment flows, hydrologic analyses, land use data, water billing records, growth projection, maps, and arial photos.

TASK 2: Data Collection/Connectivity and Quality Analysis

3.1. Sewer system network layout

Verdantas will incorporate the existing sewer system database in GIS format containing the relevant geometry and attributes information for the system.

3.2. Additional data for model incorporation.

- Additional flow data will be collected and reviewed as part of this project.
- Obtain and review the best available precipitation data.
- Obtain and review the following information for the 10 stations:
 - Pump performance curves
 - As-built drawings
 - Flow data (sanitary and rainfall runoff)
 - Pump status, controls, run times, and Wet wells.
 - Operational setpoints
- Obtain and review WWTP flow data.
- Obtain and review updated projected growth data for each of the drainage basins.
- Obtain topographic data.

Verdantas will obtain the most recent and accurate LiDAR topographic data in a digital format, or in a format that can readily be converted into a digital format for use by the modeling software. Depending on the quality of the available information, additional survey may be required to facilitate development of the model. If so, this will be requested for an additional cost.

3.3. Coordinate with the Town and discuss current concerns regarding the current operational concerns (e.g. I/I and capacity).

TASK 3: Determine Flow Loading Points/Extent of Model

3.1. Critical flow loading points within the system will be determined utilizing existing GIS data, subarea boundaries, and projected growth data. Subdivisions will be modeled as a single critical flow path to eliminate modeling the whole gravity sewer system.

3.2. Areas previously found or believed to be susceptible to I/I will be reviewed to determine the extent of modeling required within those areas.

TASK 4: Hydraulic Model Development and Analysis

4.1 The system will be modeled under Steady State conditions with Gradually Varied Flow (GVF) Solver using Bentley Systems Open Flow SewerGEMS version 10.04.00.158, dated 02/23/2023. Unsteady (Extended period simulation) may be considered when pumps cycling/ storage are significant and existing of convex routing hydrographs through the system. Dynamic wave analysis which solves more theoretically correct

- equations and handles flow reversals and splits better may be used by switching solvers in SewerGEMS.
- 4.2. The platform used for the project will be ArcGIS for GIS integration and thematic mapping.
 - 4.3. All elevation values depicted in the hydraulic modeling, and in the presented results of the modeling, shall be reported in the North American Vertical Datum of 1988 (NAVD 88). The horizontal coordinate system used in the model development and in the resulting model output Coordinate System will be North American Datum of 1983 (NAD83) State Plane Delaware FIPS 0700 (US Feet)
 - 4.5 The GIS database will be utilized to develop the system network using ModelBuilder tool from SewerGEMS.
 - 4.6 Lidar will be utilized for the basis of determining ground elevations using Trex capabilities in SewerGEMS.
 - 4.7 Flow loading points, as determined in Task 3, will be incorporated into the model using LoadBuilder, and will utilize available flow data. The relevant conduits, force mains, and flow loading points will be determined in close consultation with the Town.
 - 4.8 Pump stations will be incorporated utilizing information referenced in Task 1.
 - 4.9 Manhole flow monitoring will be performed to collect information on flow characteristics of the existing sewer collection system. Flow monitoring of up to ten critical points within the system will be collected for up to 8 weeks. Monthly onsite data downloads and maintenance checks will be provided. Final data will be used to calibrate the hydraulic model.
 - 4.10 Drainage basins susceptible to I/I will be analyzed using available flow data, precipitation data, and delineated drainage areas in an effort correlate flow to precipitation.
 - 4.11 Model calibration utilizing flow rates, precipitation, water elevation changes and manhole flow monitoring will be collected to compare the model results to the measured values in the sewer system. Historical SCADA data could be imported in the model.
 - 4.12 Peak flow data will be utilized to determine current and future available capacity of pump stations, force mains, and gravity sewer along each strategic flow path to the WWTP and identify flow limiting components.

TASK 5: Project Coordination

- 5.1 Verdantas will work with Town personnel to facilitate regular team communication and the transfer of information with the project team. Virtual project status meetings will be held at 50% and 90% milestones.

TASK 6: Summary Report

- 6.1. A project report will be produced, highlighting the methodologies employed, hydraulic deficiencies in the system observed from the model, and our recommendations.
- 6.2. The report will be reviewed with the Town.

TASK 7: Grant Application

- 7.1 We will prepare disbursement applications on behalf of the Town to DNREC for the Wastewater Matching Grant.

RESPONSIBILITIES OF THE TOWN

The Town will provide the following services:

1. Designate a single representative to act on behalf of the Town.
2. Coordinate access to pumping stations within the Town for evaluation.
3. The following pump station information will be provided by the Town for each pump station:
 - A. Pump curves
 - B. As-built drawings
 - C. Flow data
 - D. Run times.
 - E. Operational setpoints
 - F. Wet wells levels, volume, and shape.
 - G. WWTP flow data will be provided by the Town.

ADDITIONAL WORK

Any other services not specifically identified in the above Scope of Services shall be considered as Additional Services to be added by subsequent Amendment(s) to this Agreement as mutually agreed upon by the Town and Verdantas:

- Field survey will not be provided.
- Individual subdivisions with no anticipated future growth will not be incorporated

into the model. Only common nodes collecting flows from these areas will be incorporated.

- Available flow data will be utilized where available. In the absence of data, flows will be approximated based on the contributing EDUs or provided from flow measurements program.
- Pump drawdown tests will not be performed.

PROJECT BUDGET AND SCHEDULE

Based upon the information and assumptions listed in this Scope of Work, Verdantas prepared the following costs. Our fee for the "scope of services" outlined herein will be invoiced as a "lump-sum" (LS) fee. Based on our experience, we have proposed a scope of services which, in our opinion, is adequate for the project. If additional fieldwork, testing or consulting services beyond those provided in our proposed scope are requested, an additional amendment will be submitted.

<u>TASK</u>	<u>COST</u>
Task 1: Background Document Collection	\$17,400.00
Task 2: Data Collection/Connectivity and Quality Analysis	\$12,500.00
Task 3: Determine Flow Loading Points/Extend of Model	\$ 8,000.00
Task 4: Hydraulic Model Development and Analysis	\$36,000.00
Task 5: Project Coordination	\$16,500.00
Task 6: Summary Report	\$ 9,600.00
TOTAL:	\$100,000.00

Verdantas will provide these services on a "lump sum" fee for the scope of work. The costs are based upon information described in this Scope of Work and our familiarity with the anticipated requirements and objectives of the project. If project conditions are identified to be significantly different or more complex than described in this Scope of Work, we reserve the right to revisit our Scope of Work and costs.

Verdantas is prepared to initiate activities for this project immediately upon receipt of written authorization to proceed from you. We anticipate the following schedule for major project milestones:

1. Submit 50% hydraulic summary and meet with the Town virtually to discuss within ten (10) weeks of Town receipt of Wastewater Matching Planning Grant purchase order.
2. Submit 90% hydraulic summary, draft report and meet with the Town virtually to discuss within eight (8) weeks from previous 50% summary meeting.

3. Submit final hydraulic summary and report within three (3) weeks of 90% submission and review the summary and report with the Town virtually.

Our timeline for completing the work assumes we are able to proceed with activities at a pace controlled by Verdantas, without being adversely affected by access, weather, or other issues out of our control.

If additional services are requested, Verdantas will provide a separate quote for those services. Additional work, if and as necessary, will be performed in accordance with our Hourly Rate Schedule. The cost included in this Scope of Work may be modified upon the collection of additional information that indicates conditions are significantly different from those currently anticipated.

AUTHORIZATION AND TERMS

The work performed under this Scope of Work be governed by the enclosed General Terms and Conditions. If the proposed Scope of Work, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter to us as written authorization to proceed.

We look forward to working with you on this project and appreciate the opportunity to be of service to you. If you have questions or comments regarding the contents of this letter or the enclosed materials, please feel free to contact us.

Sincerely,

VERDANTAS LLC



Shaun Condron
Project Manager



Steve H. Lewandowski, P.E.
Sr. Project Manager – Water & Wastewater

SMC/SHL/JJ:acj
MillsboTwn\18970 - Wastewater Sewer Modeling\Admin\Proposals-Contracts\Pro-SS Hydraulic Model 18970-112123.docx

Enclosures: General Contract Conditions

SCOPE OF WORK AND COST ESTIMATE
Town of Millsboro
Sanitary Sewer Hydraulic Modeling

AUTHORIZATION:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



November 21, 2023

Project No. 19034

Via Electronic Mail

Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

RE: Scope of Work and Cost Estimate
Old Landing Road Elevated Storage Tank Improvements
Old Landing Road Tax Parcel No. 133-17.17-50.00
Town of Millsboro, Delaware

Dear Mr. Burk:

Verdantas LLC (Verdantas) is pleased to present to The Town of Millsboro (The Town) the following scope of work (Scope of Work) to design and identify permitting requirements for a new approximate 500,000-gallon elevated water storage tank and associated water system improvements located at Old Landing Road, Tax Parcel No. 133-17.17-50.00, Millsboro, Sussex County, DE (The Site). This scope of work and associated fee(s) is in response to your request.

PROJECT DESCRIPTION

The Town of Millsboro has four elevated water storage tanks in its public drinking water system. The tanks provide the distribution system with 1,850,000 gallons of storage capacity. The Old Landing Road elevated water storage tank is centrally located in Town, at the intersection of Old Landings Road and Irons Avenue.

The Town desires to construct a new elevated storage tank to replace the existing tank bringing the distribution system storage capacity up to 2,350,000 gallons. The new elevated water storage tank will be located on the existing storage tank parcel. The new tank will be sized for domestic demand and fire defense in accordance with the State of Delaware Fire Prevention Regulations.

We understand that the scope of work for the elevated storage tank improvements includes the following:

1. A new approximate 500,000-gallon elevated water storage tank.
2. Connection to the existing water main system.
3. Demolition of the existing 100,000-gallon elevated water storage tank.

It is our understanding that the Town has secured a State of Delaware Drinking Water Matching Planning Grant for the design services. Accordingly, our scope of work only includes planning and design phase services. Bidding and construction phase services are not included in this proposal but a scope of work and budget for these services can be provided in the future.

SCOPE OF WORK

1. **Planning Services**

- A. Project Kickoff Meeting. Participate in an on-site project kick-off meeting with the Town.
- B. Permitting. Determine permits required for this project.

- C. Concept Site Plan. Prepare a concept site plan including location of the elevated tank on the parcel and proposed underground piping to connect to the existing water distribution system.
- D. Cost Estimate. Prepare an engineer's opinion of probable cost for the proposed improvements.
- E. Preliminary Engineering Report. Prepare a Preliminary Engineering Report summarizing our findings and recommendations.

2. Design Phase Services

- A. Survey. Upon approval of the design summary memorandum by the Town, Verdantas will perform a topographic and boundary survey of the existing parcel to identify existing conditions and physical features. Topographic survey will include mapping utility markings provided by Miss Utility and contacts with utility owners.
- B. Geotechnical Evaluation. To evaluate the subsurface soils and groundwater conditions at the site and to provide recommendations for the design and construction of the water tower foundations and supporting site work, Verdantas proposes to perform a field program consisting of test borings. The field testing and site evaluation are proposed to consist of the following:
 - A total of two (2) Standard Penetration Test (SPT) borings in general accordance with ASTM D 1586, in the general location of the proposed tower. One test boring will be performed up to a depth of 100 feet and one to a depth of 25 feet within the proposed tower areas, for a total drilling footage of 125 linear feet.
 - Geotechnical laboratory index testing to classify the soil types encountered, and to estimate their engineering characteristics. No environmental characterization or laboratory analysis is included in this proposal.

We will prepare a geotechnical report summarizing the data obtained by our field program, our analysis, the results of the laboratory testing, and recommendations for the design and construction of the tank foundations and site earthwork.

- C. Prepare Contract Documents (30% design). We will prepare Contract Documents, including design drawings and technical specifications. We will meet with the Town's designated representatives to review the documents and identify any desired modifications.
- D. Prepare Contract Documents (100% design). After receipt of the Town's written approval of the pre-final Contract Documents including any desired modifications, we will furnish the Town a PDF file of the Contract Documents.
- E. Grant Application. We will prepare disbursement applications on behalf of the Town to submit to the Office of Drinking Water for the Water Matching Planning Grant.

ADDITIONAL WORK

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this Scope of Work, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client.

Specific items not within the Scope of Work on this project include, but are not limited to the following:

1. Preparation of Front End Bid Documents; these will be prepared under separate contract when the funding source for the improvements is determined.
2. Permitting services with the exception of identifying the applicable permits for the project. Permit applications will be prepared under a separate contract when the funding source and estimated construction schedule is determined.
3. Bidding phase services.
4. Construction phase services.
5. Assistance in preparing potential funding agency applications and deliverables to meet funding agency requirements, such as preparation of a Preliminary Engineering Report and Environmental Information Document.
6. Easement assistance, if required.

THE TOWN OF MILLSBORO RESPONSIBILITIES

The Town will provide for the following:

1. Access to site;
2. Available drawings of the system.

PROJECT BUDGET

Based upon the information and assumptions listed in this Scope of Work, Verdantas prepared the following costs. Our fee for the "scope of services" outlined herein will be invoiced as a "lump-sum" (LS) fee. Based on our experience, we have proposed a scope of services which, in our opinion, is adequate for the project. If additional fieldwork, testing or consulting services beyond those provided in our proposed scope are requested, an additional amendment will be submitted.

<u>TASK</u>	<u>COST</u>
Task 1: Planning Services	\$ 19,000.00
Task 2: Design Phase Services	\$106,000.00
TOTAL:	<u>\$125,000.00</u>

Verdantas will provide these services on a lump sum basis. The costs are based upon information described in this Scope of Work and our familiarity with the anticipated requirements and objectives of the project. If project conditions are identified to be significantly different or more complex than described in this Scope of Work, we reserve the right to revisit our Scope of Work and costs.

Verdantas is prepared to initiate activities for this project immediately upon receipt of written authorization to proceed from you. We anticipate the following schedule for major project milestones:

1. Submit the Preliminary Engineering Report within four (4) weeks of Town receipt of Drinking Water Matching Planning Grant purchase order.
2. Submit pre-final design documents within ten (10) weeks of Town approval of Preliminary Engineering Report.
3. Submit final Contract Documents within four (4) weeks of written comments from the Town. Furnish two (2) sets of the final Contract documents bearing the seal and signature of a Registered Professional Engineer for acceptance of the Town.

Our timeline for completing the work assumes we are able to proceed with activities at a pace controlled by Verdantas, without being adversely affected by access, weather, or other issues out of our control.

If additional services are requested, Verdantas will provide a separate quote for those services. Additional work, if and as necessary, will be performed in accordance with our Hourly Rate Schedule. The cost included in this Scope of Work may be modified upon the collection of additional information that indicates conditions are significantly different from those currently anticipated.

AUTHORIZATION AND TERMS

The work performed under this Scope of Work be governed by the enclosed General Terms and Conditions. If the proposed Scope of Work, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter to us as written authorization to proceed.

Project costs will be invoiced monthly on a percent complete basis. Payment of all invoices will be due within 30 days of the invoice date. This Scope of Work and Verdantas' General Terms and Conditions shall constitute the entire agreement between us. This Scope of Work is valid for a period of 30 days.

We look forward to working with you on this project and appreciate the opportunity to be of service to you. If you have questions or comments regarding the contents of this letter or the enclosed materials, please feel free to contact us.

Sincerely,

VERDANTAS LLC



Gregory A. Freimuth
Project Manager



Steven H. Lewandowski, P.E.
Sr. Project Manager – Water & Wastewater

GAF\SHL\JJ:acj
MillsboTwn\19034 - Old Landing Road Elevated Storage Tank R\Admin\Proposals-Contracts\Pro-19034 Old Landing ElevST-112123.docx

Enclosures: General Terms and Conditions



<p>SCOPE OF WORK AND COST ESTIMATE Project No. 19034 The Town of Millsboro Old Landing Road Elevated Storage Tank Improvements</p> <p>AUTHORIZATION:</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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November 21, 2023

PROJECT NUMBER 20109

Via Electronic Mail

Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

RE: Scope of Work and Cost Estimate
Old Landing Road Water Main Improvements
Town of Millsboro, Delaware

Dear Mr. Burk:

Verdantas LLC (Verdantas) is pleased to present The Town of Millsboro (the Town) this proposal to provide design and bidding services for the Old Landing Road Water Main Improvements. We understand that the scope of water system improvements includes the following:

1. Abandon approximately 875 LF of 8-inch asbestos cement water main and replace with new 8-inch PVC water main along Old Landing Road. Reconnect and replace existing water services up to the curb box.
2. Tie into existing water main at Wharton Street, Irons Avenue, and the Alderleaf Meadows development.
3. Install new hydrants and valves in accordance with regulatory requirements.

SCOPE OF WORK

Verdantas will perform or provide engineering services for the project, as specifically detailed below:

1. Existing Conditions and Concept Plan

- a. Project Kickoff Meeting. Participate in an on-site project kick-off meeting with representatives of the Town to review the proposed water main alignment, identify constructability issues, and develop a concept plan.
- b. Utility Investigation. Perform an existing utility investigation along the proposed water main alignment. The investigation will be based on information obtained through Miss Utility ticket requests and direct communication with utility owners.
- c. Survey. Perform a topographic survey along the proposed water main alignment to identify existing conditions and physical features. Topographic survey will include mapping utility markings provided by Miss Utility and contacts with utility owners.
- d. Boundary. The public road right-of-way boundary delineation will be defined by owner's name, tax maps, deeds of record, filed maps, utility plans, field location of property corners and available Town mapping. All supporting information will be reviewed to generate the right-of-way lines within the project limit.
- e. Geotechnical. Perform a subsurface exploration program consisting of up to two (2) 4-inch diameter pavement cores to estimate the existing pavement thickness

of the roadway. At each location of the pavement cores, perform Standard Penetration Test (SPT) borings to evaluate the existing pavement sections and subsurface soils as they relate to the construction of the new pavements. The SPT borings will be performed to depths of up to 5 feet below the existing ground surface. A subcontractor to Verdantas will perform the pavement coring and SPT borings. Testing of the pavement cores (e.g., density, mix design, etc.) is not included as part of this proposal.

We request that the Town clearly mark out all public utilities in the project area prior to the start of our field program. Verdantas or our subcontractor cannot be responsible for damage to utilities not clearly marked out prior to the start of our work.

Following performance of the field program, Verdantas will provide a report summarizing the pavement conditions encountered during the subsurface exploration program, as well as our subsequent engineering analysis, and recommendations for the design and construction of the planned improvements.

2. Water Main Design

- a. Prepare preliminary design documents (30%). Design documents will include construction drawings and specifications. Meet with the Town to review the preliminary plans.
- b. After addressing Town comments of the preliminary design documents, prepare pre-final design documents (95%) for review by the Town. Remotely meet with the Town to review the pre-final design documents.
- c. Upon receipt of written approval of the pre-final design documents, including any required modifications, submit two (2) copies of final design documents bearing the seal and signature of a Registered Professional Engineer for acceptance by the Town. One (1) set shall be returned to Verdantas, and the other shall be for the Town Records.

3. Permits and Approvals

On behalf of the Town, prepare and submit permit applications to the following agencies:

- a. State of Delaware Division of Public Health, Office of Drinking Water for a Certificate of Approval to Construct. There is no fee for this application.
- b. Delaware Office of the State Fire Marshal for Application for Fire Protection Plan Review – SITE.
- c. DelDOT – furnish construction drawings for application to DelDOT for a Utility Construction Permit. The permit application will be prepared and submitted by the Town; Verdantas will support the Town in responding to comments and requests for information by DelDOT. Traffic control will be Standard Design Typical Application for Traffic Control Devices pursuant to DelDOT's Traffic Control Manual, Traffic Controls for Street and Highway Construction, Maintenance and Utility Operations. There is no fee for this application.

4. Bid Phase Services

- a. After final approval by the Town, Verdantas will prepare electronic documents in PDF file format for distribution to bidders and assist the Town with the public advertisement for bids.

- b. Verdantas will conduct one (1) pre-bid meeting and prepare minutes of the meeting.
- c. Verdantas will review bidders' request for information (RFIs) and prepare any required addenda to the Contract Documents during the bidding phase.
- d. Verdantas will conduct one (1) bid opening and prepare minutes of the meeting.
- e. Verdantas will receive, tabulate, and evaluate the bids and provide a recommendation as to the contract award to the Town.

RESPONSIBILITIES OF MILLSBORO

1. Designate a single representative to act on behalf of the Town.
2. Payment of fees and costs associated with easements.
3. Provide Verdantas with the size of the proposed water main.
4. Obtain authorization for Verdantas to access the private lands.

SCHEDULE OF WORK

Verdantas is prepared to begin work upon receipt of your written authorization to proceed. We anticipate the following schedule for major project milestones:

1. Project kick-off meeting within two (2) weeks of notice to proceed.
2. Initiate survey within four (4) weeks of project kick-off meeting.
3. Submit preliminary drawings within eight (8) weeks of survey.
4. Submit pre-final design documents within four (4) weeks of receipt of the Town's red-line mark-ups.
5. Submit final design documents within two (2) weeks of receipt of the Town's comments on the pre-final design documents.
6. Submit permit applications to regulatory agencies upon delivery of the final design documents.

ADDITIONAL SERVICES

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this Scope of Work, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client.

Specific items not within the Scope of Work on this project include, but are not limited to, the following:

1. Services of a private utility marking service to locate existing underground utilities. Verdantas will show utility locations on the drawings based on information obtained from the utility companies and their markouts.

2. The fee assumes submission to regulatory agencies. Any additional plan revisions required from regulatory agencies will be considered out of scope services and a separate fee will be submitted.
3. Site meetings except for the initial kickoff meeting and the prebid meeting.
4. Field reconnaissance to delineate the wetlands/water boundaries and engineering services to prepare permit applications to DNREC and the ACOE for wetlands/water crossings. It is expected that DNREC wetlands and subaqueous permit and ACOE NWP are not applicable.
5. Preparation of easement deeds or services to contact private property owners and negotiate easement terms and conditions. Preparation of legal description of metes and bounds for easements.
6. Preparation of detailed traffic control plan.
7. Services to prepare horizontal directional drill plans and to develop a contingency track-out plan.
8. Construction review services.

PROJECT BUDGET

Based upon the information and assumptions listed in this Scope of Work, Verdantas prepared the following costs. Our fee for the "scope of services" outlined herein will be invoiced as a "lump-sum" (LS) fee. Based on our experience, we have proposed a scope of services which, in our opinion, is adequate for the project. If additional fieldwork, testing or consulting services beyond those provided in our proposed scope are requested, an additional amendment will be submitted.

<u>TASK</u>	<u>COST</u>
Task 1: Existing Conditions and Concept Plan	\$ 14,500.00
Task 2: Water Main Design	\$ 18,500.00
Task 3: Permits and Approvals	\$ 3,200.00
Task 4: Bid Phase Services	\$ 5,800.00
TOTAL:	<u>\$ 42,000.00</u>

The proposed cost is based upon information provided to us regarding the property location and uses and the assumptions described in this Scope of Work. If conditions are discovered during performance of services under this Scope of Work that are not consistent with those known to Verdantas, at the time this Scope of Work was prepared or the assumptions upon which the proposed cost was based, as documented herein, are not valid, then the Scope of Work and terms of this Agreement will be revised in consultation with you. You will be promptly notified should these circumstances arise.

This agreement is solely between the Town of Millsboro and Verdantas LLC and all invoices are payable by the Town of Millsboro to Verdantas LLC and are due within 30 days of receipt. Other conditions of this proposal are enclosed as General Contract Conditions and are hereby made a part of this proposal. The terms of this proposal are valid for a period of 30 days.

Project Number 20109
Old Landing Road Water Main Improvements
November 21, 2023



We appreciate this opportunity to be of service to The Town of Millsboro for this important project. If this proposal meets with your approval, please sign and return a copy to our office. Should you have any questions concerning this proposal or require any further information, please contact us.

Very truly yours,

VERDANTAS LLC

Shaun Condron
Project Manager

Steven H. Lewandowski, P.E.
Sr. Project Manager – Water & Wastewater

Enclosure: General Contract Conditions

SMC/SHL/JJ:cml
MA-NZ\MillsboTwn\20109 - Old Landing Road - Water Main\Admin\Proposals-Contracts\Pro-20109 Old Landing WM-112123.docx

<p>SCOPE OF WORK Project Number 20109 Old Landing Road Water Main Improvements Town of Millsboro, Delaware</p> <p>AUTHORIZATION:</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

November 21, 2023

PROJECT NO. 19904

Via Electronic Mail

Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

RE: Scope of Work and Cost Estimate
White Farm Rapid Infiltration Basin Project
Hardscrabble Road
Millsboro, Delaware

Dear Mr. Burk:

Verdantas LLC (Verdantas) is pleased to present to the Town of Millsboro (the Client) the following Scope of Work to design and permit additional Rapid Infiltration Basins (RIBs) on the White Farm (the Site). This Scope of Work and associated fee(s) is in response to your request.

PROJECT DESCRIPTION

The Scope of Work proposed herein was developed to fulfill the requirements of the Delaware Department of Natural Resources (DNREC) Regulations Governing the Design, Installation and Operation of On-site Wastewater Treatment and Disposal Systems, adopted on January 4, 1985, and last amended January 11, 2014 (the Regulations). The Regulations require the preparation of a Soils Investigation Report (SIR) and Hydrogeologic Suitability Report (HSR) in addition to the engineering services described below as the design of RIBs is dependent on certain criteria developed during completion of the SIR and HSR. Verdantas is already working on the SIR and HSR for this site and these efforts are now at the point where design of the RIBs can begin in earnest. Based on site investigations completed to date, we have made the following assumptions regarding the proposed RIB improvements which are incorporated in this Scope of Work.

1. Disposal capacity of the new RIBs and for the White Farm overall will be based on recommendations in the final HSR and SIR as approved by DNREC. RIB design infiltration rates are 0.15 to 0.46 in/hr within soil mapping units A and B respectively, based on the SIR recommendations. The final basin layout and the number of operating and spare basins will be determined during a preliminary engineering task completed before detailed design begins.
2. The proposed site improvements will include multiple rapid infiltration basins, connection to and extension of the existing beneficial reuse main to the new RIBs location, new RIB distribution header and laterals including automated valves, and a new RIB access road with new entrance to Parcel 133-15.00-30.00 on either Hardscrabble Road or Governor Stockley Road. Our design and permitting documents will depict both operating and spare basins; however, only operating basins will be constructed. Spare basins and associated infrastructure will be noted as being future work.
3. The project will also require electrical improvements needed to upgrade of the existing

White Farm electrical and control system to allow monitoring and control of new RIB dosing and water levels. We assume that a new a 480V service will be required near the new RIBs and that up to 16 electrically operated valves and level sensors and eight (8) flow meters will be controlled and monitored using the Town's SCADA system. Electrical and control gear will be installed in new enclosure(s) and connected to the existing SCAD system via an extension of the existing fiber optic communication line.

4. This proposal does not include SCADA or control system programming which will be completed by the Town's system integrator, although we will provide coordination of that effort including obtaining SCADA and control hardware recommendations and preparation of a functional description.
5. This Scope of Work does not include bid or construction phase services.
6. This Scope of Work does not include improvements to the existing White Farm RIBs, storage tank, beneficial reuse piping, or electrical or control infrastructure.
7. Property survey, topography and wetland mapping will be based on documents previously prepared for the Client. We have included a contingent fee for additional surveying if needed as described below in CONTIGENT SERVICES.
8. The Client is responsible for facilitating attendance of other consultants working on wastewater related projects at the White Farm including the appropriate system integrator as necessary at the meetings described in the Scope of Work.

Based on our understanding of the project and the previous services provided at the Site, we proposed the following scope of services:

SCOPE OF WORK

PHASE 1 ENGINEERING

- **Task 1 – Preliminary Engineering.** In coordination with the SIR and HSR phases of work, prepare a final RIB layout and memo summarizing the proposed design for review by the Client. The design summary memo will include a discussion of the proposed site and electrical improvements, process flow diagram, hydraulic profile, equipment inventory, design wastewater characteristics, estimated disposal capacity and proposed dosing criteria. These documents will be provided for review prior to the project detailed design kickoff meeting.
- **Task 2 – Construction Drawings.** After approval of the final RIB layout and design summary memo by the Client, prepare Construction Drawings for the project. We will provide copies of Construction Drawings to Client for review and comment the 30%, 60% and pre-final completion stages.
- **Task 3 – Project Manual.** After approval of the final RIB layout and design summary memo by the Client, prepare a Project Manual including bidding requirements, contract forms, contract conditions and technical specifications. We will provide copies of the Project Manual to Client for review and comment the 30%, 60% and pre-final completion stages.
- **Task 4 – Design Engineer Report.** Prepare Design Engineer Report in accordance with the applicable portions of the Regulations §6.5.1.4

- **Task 5 – Large System Construction Permit Application.** Prepare and submit a Large System Construction Permit Application. Revise, permit application materials one (1) time based on comments received from DNREC.
- **Task 6 – Sediment and Stormwater Management Plan.** Prepare a Detailed Sediment and Stormwater Management Plan for review and approval by Sussex Conservation District under the Combined Step 2 and 3 permitting processes.
- **Task 7 – DeIDOT Small Commercial Entrance.** Prepare a Small Commercial Entrance Permit Application for review and approval by DeIDOT.
- **Task 8 – External Meetings.** Coordinate, attend and prepare and distribute minutes for the following external meetings:
 - a. Up to four (4) Client meetings during completion of the Preliminary Engineering task.
 - b. Detailed design and permitting kickoff meeting.
 - c. 30% Client design review meeting
 - d. Sediment and Stormwater Preapplication Meeting and one (1) design review meeting with Sussex Conservation District.
 - e. 60% Client design review meeting
 - f. Prefinal Client design review meeting
 - g. Up to four (4) project review meetings with Client and DNREC staff.
 - h. Up to two (2) project review meetings with Client and DeIDOT staff.

CONTINGENT SERVICES

Verdantas is already in possession of historical digital property boundary, topography, and wetland surveys for the Site, and we anticipate using these documents for this project. We have provided a contingent fee budget for miscellaneous surveying services that may be required to update historical documents.

The project will require a second entrance to the White near the site of the new RIBS or a new internal road constructed from the existing access drive to the new RIB site. For the purposes of this Scope of Work and budget we have assumed that a new entrance will be installed on Parcel 133-15.00-30.00 and that new entrance can be permitted under DeIDOT Small Commercial Entrance Permitting process. DeIDOT may elect to permit a new entrance under the more complex multiple step LONOR and Entrance Plan Approval process. We have provided a contingent fee budget to address additional time required by the more complex process.

We will provide surveying services on a time and material basis in accordance with the enclosed Hourly Rate Schedule. Contingent services will be provided only after specific authorization is received from Client following a request from us.

ADDITIONAL WORK

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this Scope of Work, including the scope of the additional work and

associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Town.

PROJECT BUDGET

The estimated costs for the tasks identified in this Scope of Work are:

PHASE 1 ENGINEERING

Task 1 – Preliminary Engineering	\$ 29,100.00
Task 2 – Construction Drawings	\$ 96,400.00
Task 3 – Project Manual.....	\$ 18,700.00
Task 4 – Design Engineer Report.....	\$ 16,700.00
Task 5 – Large System Construction Permit Application	\$ 14,200.00
Task 6 – Sediment and Stormwater Management Plan.....	\$ 24,600.00
Task 7 – DelDOT Small Commercial Entrance Permit Application	\$ 10,400.00
Task 8 – External Meetings.....	\$ 25,100.00
Phase 1 Estimated Fee Total	\$ 235,200.00

PHASE 2 – CONTINGENT SERVICES

Task 1 – Miscellaneous Survey	\$ 20,000.00
Task 2 – DelDOT LONOR and EPA Process	\$ 19,000.00
Phase 2 Estimated Fee Total	\$ 39,000.00

TOTAL ESTIMATED FEE **\$274,200.00**

Verdantas will provide these services on a time and materials basis, with labor being charged in accordance with the enclosed Hourly Rate Schedule. The costs associated with this Scope of Work assume Verdantas contracts directly with subcontractors. The cost does not include permit application fees, which will be paid by Town. The costs are based upon information described in this Scope of Work and our familiarity with the anticipated requirements and objectives of the project. If project conditions are identified to be significantly different or more complex than described in this Scope of Work, we reserve the right to revisit our Scope of Work and costs.

SCHEDULE

Verdantas is prepared to initiate activities for this project within 2 weeks of receipt of written authorization to proceed from you. Our initial work effort will focus on Task 1- Preliminary Engineering which will conclude coincident with approval of the SIR and HSR. Therefore, the schedule for the remaining tasks will depend on DNREC approval timeframes for the SIR and HSR and we will provide an anticipated project schedule for remaining tasks at the project detailed design kickoff meeting.

If additional services are requested, Verdantas will provide a separate quote for those services. Additional work, if and as necessary, will be performed in accordance with our Hourly Rate Schedule. The cost included in this Scope of Work may be modified upon the collection of additional information that indicates conditions are significantly different from those currently anticipated.

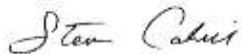
AUTHORIZATION AND TERMS

The work performed under this Scope of Work be governed by the enclosed General Terms and Conditions. If the proposed Scope of Work, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter to us as written authorization to proceed. Project costs will be invoiced monthly. Payment of all invoices will be due within 30 days of the invoice date.

This Scope of Work and Verdantas' General Terms and Conditions shall constitute the entire agreement between us. This Scope of Work is valid for a period of 30 days.

We look forward to working with you on this project and appreciate the opportunity to be of service to you. If you have questions or comments regarding the contents of this letter or the enclosed materials, please feel free to contact us.

Sincerely,
VERDANTAS LLC


Steven F. Cahill, P.G.
Senior Geologist


Ralph B. Downard, Jr., CPSS
Senior Project Manager


Scott C. Hoffman, P.E.
Practice Leader, Process Engineering

SFC/RBD/SCH/JJ/DSS:mj
Project Files\MA-NZ\Millsboro\19904 - White Farm RIBS Design Phase\Admin\Proposals-Contracts\Pro-19904-White Farm_20231115.docx

Enclosures: General Terms and Conditions
Hourly Rate Schedule

<p>SCOPE OF WORK AND COST ESTIMATE Project No. 19904 White Farm Rapid Infiltration Basin Project Millsboro, Delaware</p> <p>AUTHORIZATION:</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



November 21, 2023

PROJECT NUMBER 19992

Via Electronic Mail

Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

RE: Scope of Work and Cost Estimate
Sussex Central High School to White Farm Water Reuse Main
Town of Millsboro, Delaware

Dear Mr. Burk:

Verdantas LLC (Verdantas) is pleased to present to The Town of Millsboro (the Town) the following Scope of Work to provide engineering and technical services for the design of a beneficial reuse water main. This scope of work and associated fee(s) is in response to your request.

PROJECT DESCRIPTION

The Indian River School District (IRSD) is constructing the new Sussex Central High School on Patriots Way north of Millsboro, Delaware. The Town plans to extend its existing beneficial reuse main to the new school site which will allow IRSD to use treated wastewater as a source of irrigation water. Verdantas has previously assisted the Town with preliminary engineering for the irrigation system at IRSD.

This proposal is to provide professional services for the installation of a 12-inch diameter beneficial reuse water main from the White Farm to the IRSD site. The proposed force main alignment assumes Tidal Health will grant a utility easement across their property located at the proposed entrance from Route 113. This proposal includes design, permitting and bid phase services and is based on the following:

1. Construction of approximately 8,600 LF of 12-inch diameter PVC beneficial reuse reclaimed water main by open trench construction.
2. Crossing of Route 113, Avenue of Honor and the Norfolk Southern rail line by jack and bore method. We anticipate there to be approximately 400 LF total of jack and bored pipe. Jack and bored pipe will be PVC within a steel casing.
3. Crossing of Mirey Branch at Route 113 by an approximate 500 LF trenchless directional drilled pipeline. Directional drilled crossings in Millsboro are typically installed using HDPE pipe.
4. Air relief valves located at high spots in the reuse main and isolation valves located strategically on the reuse main for maintenance if needed.
5. New booster pumping station.
6. Fiber optic interconnection with the Town's existing SCADA system.

SCOPE OF WORK

Verdantas will perform or provide engineering services for the project, as specifically detailed below:

1. Evaluation of Existing Conditions

- a. Participate in an on-site project kick-off meeting with representatives of the Town to review the proposed reuse main alignment, identify constructability issues, and develop a concept plan.
- b. Perform an existing utility investigation along the proposed reuse main alignment. The investigation will be based on information obtained through Miss Utility ticket requests and direct communication with utility owners.
- c. Perform a topographic survey along the proposed reuse main alignment to identify existing conditions and physical features. Topographic survey will include mapping utility markings provided by Miss Utility and contacts with utility owners, as necessary.
- d. The public road right-of-way boundary delineation will be defined by owner's name, tax maps, deeds of record, filed maps, utility plans, field location of property corners and available Town mapping. All supporting information will be reviewed to generate the right-of-way lines within the project limit.

2. Design

- a. Prepare Contract Documents (30% design). Verdantas will prepare Civil/Site Construction Plans for new reuse main. Contract Documents will include drawings and project manual with technical specifications. Design drawing sheets are anticipated to include the force main and booster pumping station.
- b. Following preparation of the documents, we will meet with the Town to review the preliminary Contract Documents.
- c. After receipt of redline mark-ups of the preliminary plans and subsequent revisions by Verdantas, prepare pre-final design documents (95%) for review by the Town. Verdantas proposes to meet with the Town to review the pre-final plans.
- d. Upon receipt of written approval of the pre-final design documents, including any required modifications, submit two (2) copies of final design documents bearing the seal and signature of a Registered Professional Engineer for acceptance by the Town. One (1) set shall be returned to Verdantas, and the other shall be for the Town Records.

3. Permits and Approvals

On behalf of the Town, prepare and submit permit applications to the following agencies:

- a. DelDOT – furnish construction drawings for application to DelDOT for a Utility Construction Permit. The permit application will be prepared and submitted by the Town; Verdantas will support the Town in responding to comments and requests for information by DelDOT. Traffic control will be Standard Design Typical Application for Traffic Control Devices pursuant to DelDOT's Traffic Control Manual, Traffic Controls for Street and Highway Construction, Maintenance and Utility Operations. There is no fee for this application.
- b. DNREC – Permit for Construction of Wastewater Collection and Conveyance Systems.

- c. Sussex County Conservation District – Standard Sediment and Stormwater Management Plan for Minor Linear Utility Disturbances. It is assumed that the total project earth disturbance will be less than 5 acres and that no more than 1 acre will be disturbed at any given time.
- d. Norfolk Southern Corporation for underground utility crossing of the Norfolk Southern Railroad.

4. Permanent and Temporary Easements

- a. Prepare easement exhibits in 8 ½" x 11" file format. Property boundaries will be derived from available property deeds, monuments, and property survey.

5. Bid Phase Services

- a. After final approval by the Town, Verdantas will prepare electronic documents in PDF file format for distribution to bidders and assist the Town with the public advertisement for bids.
- b. Verdantas will conduct one (1) pre-bid meeting and prepare minutes of the meeting.
- c. Verdantas will review bidders' request for information (RFIs) and prepare any required addenda to the Contract Documents during the bidding phase.
- d. Verdantas will conduct one (1) bid opening and prepare minutes of the meeting.
- e. Verdantas will receive, tabulate, and evaluate the bids and provide a recommendation as to the contract award to the Town.

RESPONSIBILITIES OF TOWN

- 1. Designate a single representative to act on behalf of the Town.
- 2. Payment of fees and costs associated with easements and permit applications.
- 3. Obtain authorization for Verdantas to access the private lands.

ADDITIONAL SERVICES

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this Scope of Work, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client.

Specific items not within the Scope of Work on this project include, but are not limited to the following:

- 1. Services of a private utility marking service to locate existing underground utilities. Verdantas will show utility locations on the drawings based on information obtained from the utility companies and their markouts.
- 2. Site meetings except for the initial kickoff meeting.
- 3. Preparation of detailed traffic control plan.

4. Preparation of detailed sediment and stormwater management plan.
5. Construction review services.

PROJECT BUDGET

Based upon the information and assumptions listed in this Scope of Work, Verdantas prepared the following costs. Our fee for the "scope of services" outlined herein will be invoiced as a "lump-sum" (LS) fee for scope items and on a "time-and-materials" (T&M) basis for the scope items where our involvement is unknown or could change over time. Based on our experience, we have proposed a scope of services which, in our opinion, is adequate for the project. If additional fieldwork, testing or consulting services beyond those provided in our proposed scope are requested, they can be provided on a "time-spent" basis in accordance with the Verdantas' rate schedule with the Town.

<u>TASK</u>	<u>COST</u>
Task 1 (Lump Sum): Evaluation of Existing Conditions	\$ 35,000.00
Task 2 (Lump Sum): Design	\$ 70,000.00
Task 3 (Lump Sum): Permitting	\$ 17,200.00
Task 4 (Time & Materials): Temporary and Permanent Easements	\$ 5,000.00
Task 5 (Lump Sum): Bid Phase Services	\$ 5,800.00
TOTAL:	\$133,000.00

The proposed cost is based upon information provided to us regarding the property location and uses and the assumptions described in this Scope of Work. If conditions are discovered during performance of services under this Scope of Work that are not consistent with those known to Verdantas, at the time this Scope of Work was prepared or the assumptions upon which the proposed cost was based, as documented herein, are not valid, then the Scope of Work and terms of this Agreement will be revised in consultation with you. You will be promptly notified should these circumstances arise.

This agreement is solely between The Town of Millsboro and Verdantas LLC and all invoices are payable by the Town of Millsboro to Verdantas LLC and are due within 30 days of receipt. Other conditions of this proposal are enclosed as General Contract Conditions and are hereby made a part of this proposal. The terms of this proposal are valid for a period of 30 days.

We appreciate this opportunity to be of service to The Town of Millsboro for this important project. If this proposal meets with your approval, please sign and return a copy to our office. Should you have any questions concerning this proposal or require any further information, please contact us.

Very truly yours,

VERDANTAS LLC



Shaun M. Condrón
Project Manager



Steven H. Lewandowski, PE
Sr. Project Manager – Water & Wastewater

Project Number 19992
Sussex Central High School to White Farm Water Reuse Main
November 21, 2023



Enclosure: General Contract Conditions

<p>SCOPE OF WORK AND COST ESTIMATE PROJECT NUMBER 19992 Town of Millsboro Sussex Central High School to White Farm Water Reuse Main</p> <p>AUTHORIZATION:</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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RKM/SMC/SHL:cml
MA-NZ\MillsboTwn\19992 - IRHS to White Farm Forcemain\Admin\Proposals-Contracts\Pro-19992-IR SCHS to White Farm-112123.docx



November 21, 2023

PROJECT NUMBER 20108

Via Electronic Mail

Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

RE: Scope of Work and Cost Estimate
Morris Street Water Main Improvements
Town of Millsboro, Delaware

Dear Mr. Burk:

Verdantas LLC (Verdantas) is pleased to present The Town of Millsboro (the Town) this proposal to provide design and bidding services for the Morris Street water main improvements. We understand that the scope of water system improvements includes the following:

1. Abandon approximately 2,075 LF of 4-inch cast iron water main and replace with new 8-inch PVC water main along Morris Street. Reconnect and replace existing water services up to the curb box.
2. Tie into existing water main at Railroad Street, Union Street, E Church Street, E State Street, Dodd Street, and River Drive.
3. Install new hydrants and valves in accordance with regulatory requirements.

SCOPE OF WORK

Verdantas will perform or provide engineering services for the project, as specifically detailed below:

1. Existing Conditions and Concept Plan

- a. Project Kickoff Meeting. Participate in an on-site project kick-off meeting with representatives of the Town to review the proposed water main alignment, identify constructability issues, and develop a concept plan.
- b. Utility Investigation. Perform a utility investigation along the proposed water main alignment. The investigation will be based on information obtained through Miss Utility ticket requests and direct communication with utility owners.
- c. Survey. Perform a topographic survey along the proposed water main alignment to identify existing conditions and physical features. Topographic survey will include mapping utility markings provided by Miss Utility and contacts with utility owners.
- d. Boundary. The public road right-of-way boundary delineation will be defined by owner's name, tax maps, deeds of record, filed maps, utility plans, field location of property corners and available Town mapping. All supporting information will be reviewed to generate the right-of-way lines within the project limit.

- e. Geotechnical. Perform a subsurface exploration program consisting of up to five (5) 4-inch diameter pavement cores to estimate the existing pavement thickness of the roadway. At each location of the pavement cores, perform Standard Penetration Test (SPT) borings to evaluate the existing pavement sections and subsurface soils as they relate to the construction of the new pavements. The SPT borings will be performed to depths of up to 5 feet below the existing ground surface. A subcontractor to Verdantas will perform the pavement coring and SPT borings. Testing of the pavement cores (e.g., density, mix design, etc.) is not included as part of this proposal.

We request that the Town clearly mark out all public utilities in the project area prior to the start of our field program. Verdantas or our subcontractor cannot be responsible for damage to utilities not clearly marked out prior to the start of our work.

Following performance of the field program, Verdantas will provide a report summarizing the pavement conditions encountered during the subsurface exploration program, as well as our subsequent engineering analysis, and recommendations for the design and construction of the planned improvements.

2. Water Main Design

- a. Prepare preliminary design documents (30%). Design documents will include construction drawings and specifications. Meet with the Town to review preliminary design.
- b. After addressing Town comments of the preliminary design documents, prepare pre-final design documents (95%) for review by the Town. Remotely meet with the Town to review the pre-final design documents.
- c. Upon receipt of written approval of the pre-final design documents, including any required modifications, submit two (2) copies of final design documents bearing the seal and signature of a Registered Professional Engineer for acceptance by the Town. One (1) set shall be returned to Verdantas, and the other shall be for the Town Records.

3. Permits and Approvals

On behalf of the Town, prepare and submit permit applications to the following agencies:

- a. State of Delaware Division of Public Health, Office of Drinking Water for a Certificate of Approval to Construct. There is no fee for this application.
- b. Delaware Office of the State Fire Marshal for Application for Fire Protection Plan Review – SITE.
- c. DelDOT – furnish construction drawings for application to DelDOT for a Utility Construction Permit. The permit application will be prepared and submitted by the Town; Verdantas will support the Town in responding to comments and requests for information by DelDOT. Traffic control will be Standard Design Typical Application for Traffic Control Devices pursuant to DelDOT's Traffic Control Manual, Traffic Controls for Street and Highway Construction, Maintenance and Utility Operations. There is no fee for this application.

4. Bid Phase Services

- a. After final approval by the Town, and the Office of Drinking Water, Verdantas will prepare electronic documents in PDF file format for distribution to bidders and assist the Town with the public advertisement for bids.
- b. Verdantas will conduct one (1) pre-bid meeting and prepare minutes of the meeting.
- c. Verdantas will review bidders' request for information (RFIs) and prepare any required addenda to the Contract Documents during the bidding phase.
- d. Verdantas will conduct one (1) bid opening and prepare minutes of the meeting.
- e. Verdantas will receive, tabulate, and evaluate the bids and provide a recommendation as to the contract award to the Town.

RESPONSIBILITIES OF MILLSBORO

1. Designate a single representative to act on behalf of the Town.
2. Payment of fees and costs associated with easements.
3. Provide Verdantas with the size of the proposed water main.
4. Obtain authorization for Verdantas to access the private lands.

SCHEDULE OF WORK

Verdantas is prepared to begin work upon receipt of your written authorization to proceed. We anticipate the following schedule for major project milestones:

1. Project kick-off meeting within two (2) weeks of notice to proceed.
2. Initiate survey within four (4) weeks of project kick-off meeting.
3. Submit preliminary design documents within eight (8) weeks of survey.
4. Submit pre-final design documents within four (4) weeks of receipt of the Town's red-line mark-ups.
5. Submit final design documents within two (2) weeks of receipt of the Town's comments on the pre-final design documents.
6. Submit permit applications to regulatory agencies upon delivery of the final design documents.

ADDITIONAL SERVICES

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this Scope of Work, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client.

Specific items not within the Scope of Work on this project include, but are not limited to, the following:

1. The fee assumes submission to regulatory agencies. Any additional plan revisions required from regulatory agencies will be considered out of scope services and a separate fee will be submitted.
2. Site meetings except for the initial kickoff meeting and the prebid meeting.
3. Field reconnaissance to delineate the wetlands/water boundaries and engineering services to prepare permit applications to DNREC and the ACOE for wetlands/water crossings. It is expected that DNREC wetlands and subaqueous permit and ACOE NWP are not applicable.
4. Preparation of easement deeds or services to contact private property owners and negotiate easement terms and conditions. Preparation of legal description of metes and bounds for easements.
5. Preparation of detailed traffic control plan.
6. Services to prepare horizontal directional drill plans and to develop a contingency track-out plan.
7. Construction review services.

PROJECT BUDGET

Based upon the information and assumptions listed in this Scope of Work, Verdantas prepared the following costs. Our fee for the "scope of services" outlined herein will be invoiced as a "lump-sum" (LS) fee. Based on our experience, we have proposed a scope of services which, in our opinion, is adequate for the project. If additional fieldwork, testing or consulting services beyond those provided in our proposed scope are requested, an additional amendment will be submitted.

<u>TASK</u>	<u>COST</u>
Task 1: Existing Conditions and Concept Plan	\$ 33,850.00
Task 2: Water Main Design	\$ 55,150.00
Task 3: Permits and Approvals	\$ 3,200.00
Task 4: Bid Phase Services	\$ 5,800.00
TOTAL:	\$ 98,000.00

The proposed cost is based upon information provided to us regarding the property location and uses and the assumptions described in this Scope of Work. If conditions are discovered during performance of services under this Scope of Work that are not consistent with those known to Verdantas, at the time this Scope of Work was prepared or the assumptions upon which the proposed cost was based, as documented herein, are not valid, then the Scope of Work and terms of this Agreement will be revised in consultation with you. You will be promptly notified should these circumstances arise.

This agreement is solely between the Town of Millsboro and Verdantas LLC and all invoices are payable by the Town of Millsboro to Verdantas LLC and are due within 30 days of receipt. Other conditions of this proposal are enclosed as General Contract Conditions and are hereby made a part of this proposal. The terms of this proposal are valid for a period of 30 days.

Project Number 20108
Morris Street Water Main Improvements
November 21, 2023



We appreciate this opportunity to be of service to The Town of Millsboro for this important project. If this proposal meets with your approval, please sign and return a copy to our office. Should you have any questions concerning this proposal or require any further information, please contact us.

Very truly yours,

VERDANTAS LLC

Shaun Condon
Project Manager

Steven H. Lewandowski, P.E.
Sr. Project Manager – Water & Wastewater

Enclosure: General Contract Conditions

SMC/SHL/JJ:cml
MA-NZ\MillsboroTwn\20108 - Morris Street - Water Main Improvements\Admin\Proposals-Contracts\Pro-20108 Morris St WM-112123.docx

<p>SCOPE OF WORK Project Number 20108 Morris Street Water Main Improvements Town of Millsboro, Delaware</p> <p>AUTHORIZATION:</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

1. Definitions. As used in this Agreement, the following definitions apply:

- 1.1. **"Agreement"** means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
- 1.2. **"Claims"** means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
- 1.3. **"Proposal"** means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
- 1.4. **"Services"** means the work performed or to be performed by Consultant pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.
- 1.5. **"Site"** means any site upon which or in relation to which Services may be performed.
- 1.6. **"Task Order"** means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.
- 1.7. **"Project"** means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of three (3) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. Force Majeure.

- 4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions

("Force Majeure").

4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. Hazardous Substances; Reporting Obligations; General Risks.

5.1. *Unanticipated Hazardous Substances.*

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats.*

A. In accordance with individual states' general laws and regulations (collectively "**State Programs**"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks.* Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of

Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. **Waste Containment.** If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees to indemnify and defend Consultant Indemnitees from any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates.

6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.

6.2. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.

6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payment.

7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.

7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of Probable Cost**"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.

7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.

8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of

termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.

8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Contractor's Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually, a "**Client Indemnitee**" and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.

10.2. Client shall indemnify Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually, an "**Consultant Indemnitee**" and collectively, "**Consultant Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client. The foregoing does not include Consultant's attorney's fees or other fees.

10.3. No Consultant Indemnitee will be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client shall indemnify and defend Consultant Indemnitees from Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known

of the possibility of such losses or damages.

10.5. In no event will a Consultant Indemnitee be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate. To the maximum amount permitted by law, Consultant shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Consultant Indemnitees from any damages sustained by Client in excess of the amount stated in this Section, and to the maximum extent permitted by law, from any claim that it is the subject of proceedings not initiated within the time period specified in this Section.

10.6. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. Standard of Care.

11.1. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

- A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.
- B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.
- C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend Consultant against any harm, injury, or damages arising out of or related to contact with such hazards.
- D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
- E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. Site Access.

- A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.
- B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.
- C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete.

Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

14. Change Orders.

- 14.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("Change"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.
- 14.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

15. Use of Name. Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.

16. No Third-Party Reliance. Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees to indemnify, hold harmless and defend Consultant Indemnitees against Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.

17. Work Product.

- 17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know-how and all other information prepared, developed, or furnished by or on behalf of Consultant ("Work Product"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.
- 17.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.
- 17.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant and Client shall indemnify and hold Consultant harmless against any all claims, suits, actions or damages related to such use of Work Product by Client.
- 17.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.

18. Severability. If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

19. Governing Law; Conflict Resolution.

- 19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is

located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.

19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.

19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.

19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

20. Miscellaneous.

20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.

20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.

20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

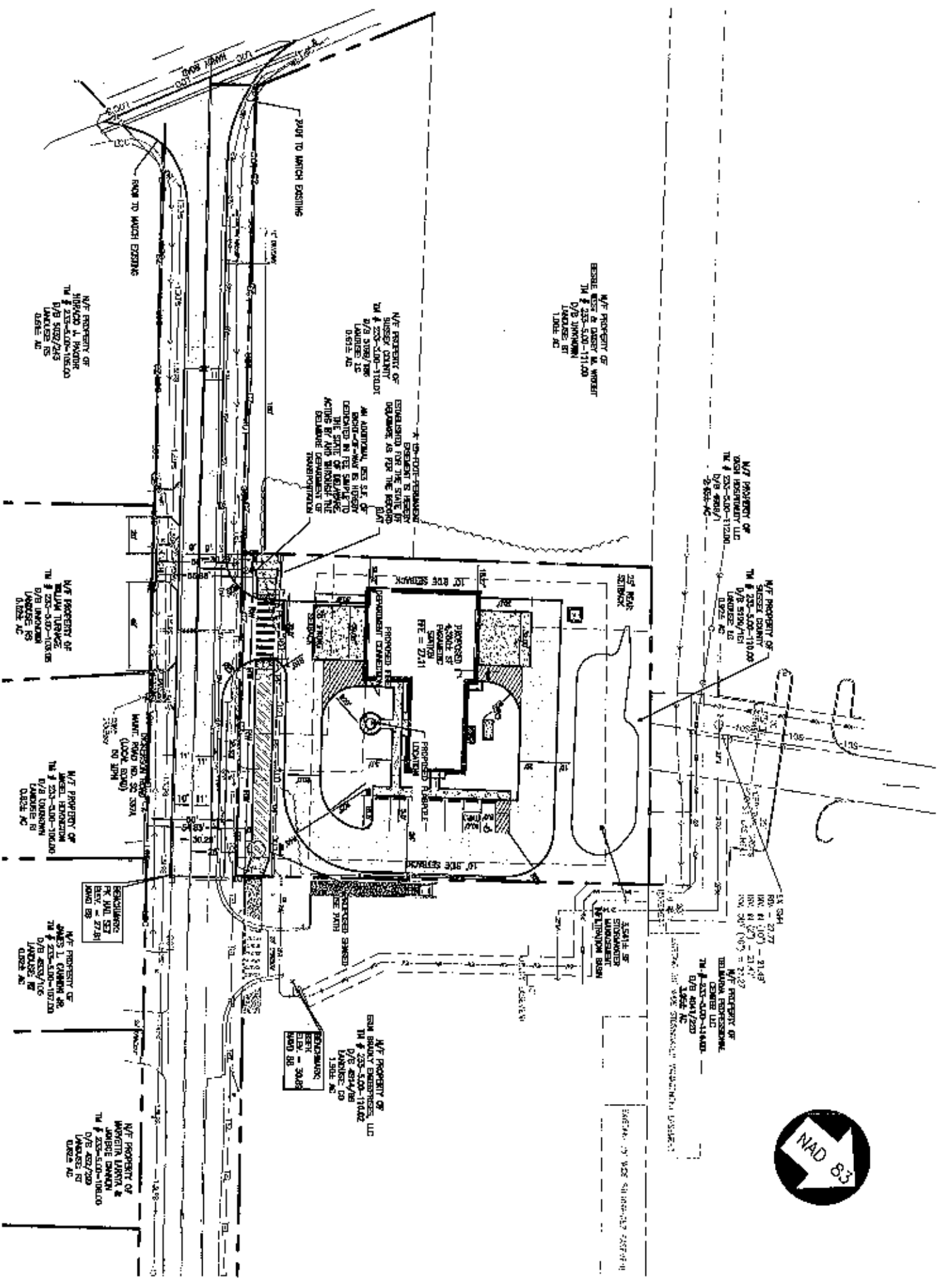
20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.

20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.

20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.

20.7. *Notices.* Unless Consultant is directed otherwise, any required Notices provided hereunder will be made in writing to the persons identified in the Proposal and delivered by electronic mail, first class mail, or such services as may be agreed by the Parties.

20.8. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.



N/F PROPERTY OF
HUNTER L. BARKER
TM # 233-5100-111.00
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
SUDBURY COUNTY
TM # 233-5100-110.01
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
BESSEL WEST & DAVID M. WARE
TM # 233-5100-111.00
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
BESSEL WEST & DAVID M. WARE
TM # 233-5100-112.00
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
SUDBURY COUNTY
TM # 233-5100-110.02
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
SUDBURY COUNTY
TM # 233-5100-110.03
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
JAMES L. BARRETT
TM # 233-5100-106.00
D/B 5/28/74
LANDS: 15
LARGE AC

BENCHMARK
PK AND EST
ELEV = 271.1

N/F PROPERTY OF
JAMES L. BARRETT
TM # 233-5100-107.00
D/B 5/28/74
LANDS: 15
LARGE AC

BENCHMARK
PK AND EST
ELEV = 300.8

N/F PROPERTY OF
SUDBURY COUNTY
TM # 233-5100-110.04
D/B 5/28/74
LANDS: 15
LARGE AC

N/F PROPERTY OF
BESSEL WEST & DAVID M. WARE
TM # 233-5100-113.00
D/B 5/28/74
LANDS: 15
LARGE AC

EX SH.
RD. # 21.77
RD. # 21.47
RD. # 21.47
RD. # 21.27

N/F PROPERTY OF
SUDBURY COUNTY
TM # 233-5100-108.00
D/B 5/28/74
LANDS: 15
LARGE AC





November 20, 2023

Mr. Jamie Burk, Town Manager
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

**Re: Millsboro Paramedic Station
Final Site Plan**

Dear Mr. Burk:

Our Office has reviewed the final plan set for the proposed "Millsboro Paramedic Station," dated May 2022 and last revised November 2023, prepared by George, Miles & Buhr, LLC (GMB). In view of the above, we offer the following comments:

Project Description

Sussex county is seeking to develop a 4,380-sf. paramedic station on tax parcel 233-5.00-110.00 along Dickerson Road. The parcel is owned by Sussex County and was annexed into the Town of Millsboro on April 20, 2023. The zoning designation for the parcel is Highway Commercial (HC). In addition to the construction of the proposed paramedic station the applicant is seeking to install an asphalt shared use path along the frontage of the parcel, a 3,541-sf. stormwater management infiltration basin towards the rear of the property, and furthermore provide new paving on the site with seven (7) parking spaces to be included.

Procedural/Administrative

1. Section 210-18 of the Zoning Code contains the regulations governing the Highway Commercial (HC) district.
2. Section 210-41A.3 of the Zoning Code contains the requirements of a landscaping plan.
3. Section 210-66C of the Zoning Code identifies the requirements of a final site plan.
4. Prior to recordation of the Final Plan, the Town should assure that all the following approvals have been granted by the following agencies:
 - Sediment and Erosion Control Plans - Sussex County Conservation District
 - Stormwater Management Plans - Sussex County Conservation District
 - Fire Marshal Site Plan Approval - State Fire Marshal
 - Water and Sewer Service - Town Engineer
 - Grading Plan - Town Engineer
 - Landscaping Plan - Town Council
 - Condominium/Homeowners' Association Documents - Town Solicitor

All the following agreements below should be executed prior to Town approval of the record plan:

- a. A Public Works Agreement (PWA) should be executed with the Town that guarantees that any roads, storm drains, pathways, and the water and sewer facilities will be constructed in accordance with the approved plans. The Town Engineer should review the quantities and unit costs in the PWA. The PWA should also require as-built plans to be prepared by the developer for all public improvements.
- b. A Landscape Agreement should be executed with the Town that guarantees that required landscaping, forest and buffer restoration, and street trees are installed and maintained in accordance with the approved plans.

Planning/Technical Issues

1. The applicant has addressed all previous comments and the plan appears to meet all Town requirements.
2. The Landscape Plan (Sheet L1.0) demonstrates sufficient landscaping has been provided. The Landscape Architect's Certification signature block should also include the name of the Landscape Architect in print.
3. The Lighting Plan submitted demonstrates lighting is sufficient and building lighting will be focused downward as not to cause effects to neighboring properties.

After reviewing the Final Site Plan, the only minor revision is to the Landscape Plan as noted above. With that correction, the plan meets the Town of Millsboro Code requirements and is ready for final approval by the Town Council.

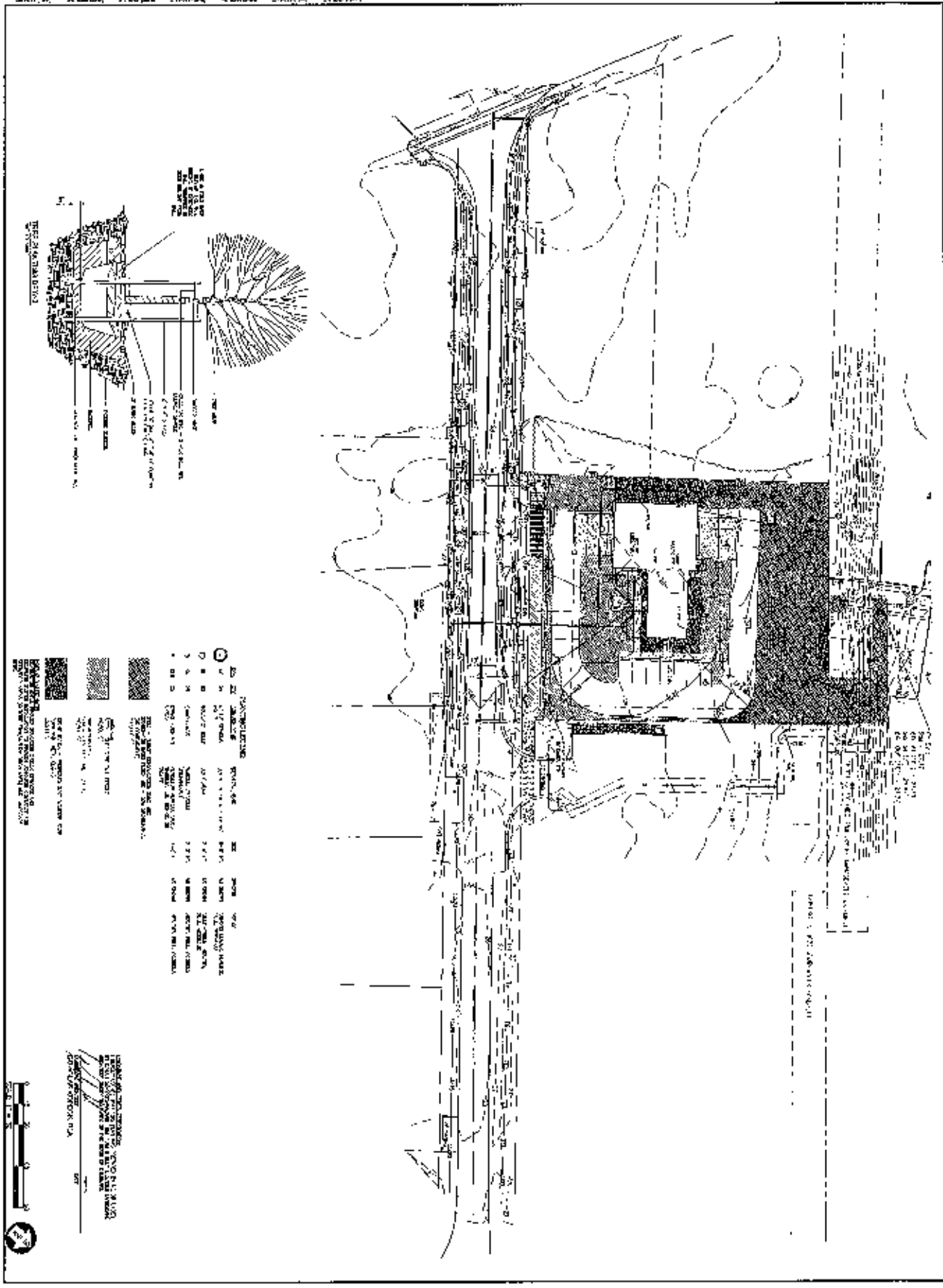
If you have any questions or need additional information, please do not hesitate to call.

Very truly yours,

AECOM



Kyle F. Gulbranson, AICP
Project Manager



NO.	REVISIONS	DATE
1	REVISED PER SET & PERMIT	08/22/2018
2	REVISED PER SET & PERMIT	07/16/2018
3	REVISED PER SET & PERMIT	07/16/2018
4	REVISED PER SET & PERMIT	07/16/2018
5	REVISED PER SET & PERMIT	07/16/2018
6	REVISED PER SET & PERMIT	07/16/2018

**LANDSCAPE
PLAN**
L110



MLLSBORO PARAMEDIC STATION
 FOR
 SUSSEX COUNTY

 SUSSEX COUNTY, DELAWARE

GMB
 DESIGN, CONSTRUCTION & MAINTENANCE
 ARCHITECTS & ENGINEERS
 1111 WEST 15th AVENUE
 DENVER, CO 80202-3618
 www.gmbcorp.com

NO.	REVISIONS	DATE
1	REVISED PER SET & PERMIT	08/22/2018
2	REVISED PER SET & PERMIT	07/16/2018
3	REVISED PER SET & PERMIT	07/16/2018
4	REVISED PER SET & PERMIT	07/16/2018
5	REVISED PER SET & PERMIT	07/16/2018
6	REVISED PER SET & PERMIT	07/16/2018



December 27, 2023

Mr. Jamie Burk, Town Manager
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

**Re: Millsboro Paramedic Station
Revised Final Landscape Plan**

Dear Mr. Burk:

Our Office has reviewed the revised final landscape plan set for the proposed "Millsboro Paramedic Station," dated May 2022 and last revised December 2023, prepared by George, Miles & Buhr, LLC (GMB).

Project Description

Sussex county is seeking to develop a 4,380-sf. paramedic station on tax parcel 233-5.00-110.00 along Dickerson Road. The parcel is owned by Sussex County and was annexed into the Town of Millsboro on April 20, 2023. The zoning designation for the parcel is Highway Commercial (HC). In addition to the construction of the proposed paramedic station the applicant is seeking to install an asphalt shared use path along the frontage of the parcel, a 3,541-sf. stormwater management infiltration basin towards the rear of the property, and furthermore provide new paving on the site with seven (7) parking spaces to be included.

Procedural/Administrative

1. Section 210-18 of the Zoning Code contains the regulations governing the Highway Commercial (HC) district.
2. Section 210-41A.3 of the Zoning Code contains the requirements of a landscaping plan.
3. Section 210-66C of the Zoning Code identifies the requirements of a final site plan.
4. Prior to recordation of the Final Plan, the Town should assure that all the following approvals have been granted by the following agencies:
 - Sediment and Erosion Control Plans - Sussex County Conservation District
 - Stormwater Management Plans - Sussex County Conservation District
 - Fire Marshal Site Plan Approval - State Fire Marshal
 - Water and Sewer Service - Town Engineer
 - Grading Plan - Town Engineer
 - Landscaping Plan - Town Council
 - Condominium/Homeowners' Association Documents - Town Solicitor

All the following agreements below should be executed prior to Town approval of the record plan:

- a. A Public Works Agreement (PWA) should be executed with the Town that guarantees that any roads, storm drains, pathways, and the water and sewer facilities will be constructed in accordance with the approved plans. The Town Engineer should review the quantities and unit costs in the PWA. The PWA should also require as-built plans to be prepared by the developer for all public improvements.
- b. A Landscape Agreement should be executed with the Town that guarantees that required landscaping, forest and buffer restoration, and street trees are installed and maintained in accordance with the approved plans.

Planning/Technical Issues

The applicant has addressed all outstanding comments. The revised plan meets the Town of Millsboro Code requirements and is ready for final approval by the Town Council.

If you have any questions or need additional information, please do not hesitate to call.

Very truly yours,

AECOM



Kyle F. Gulbranson, AICP
Project Manager



NOTE:
THIS PLAN SUPERSEDES PLAN 96/1337

SITE DATA
Vicinity Map
Owner's / Tax Map #

Surveyor
[Name]
[Address]
[Phone]

Site Area
[Area]
[Notes]

Flood Zone
[Zone]
[Notes]

Survey Notes
[Notes]

Zoning Information
[Zoning]
[Notes]

Vertical Datum
[Datum]
[Notes]

Horizontal Datum
[Datum]
[Notes]

Class Survey
[Type]
[Notes]

Owners Certification
[Text]

Approved by the Town Council
[Text]

Owners Certification
[Text]



Purpose Statement
[Text]

Graphic Scale
1 inch = 20 feet

North Arrow

Survey Notes
[Notes]

Zoning Information
[Zoning]

Vertical Datum
[Datum]

Horizontal Datum
[Datum]

Class Survey
[Type]

Owners Certification
[Text]

Approved by the Town Council
[Text]

Owners Certification
[Text]

Survey Notes
[Notes]

Zoning Information
[Zoning]

Vertical Datum
[Datum]

Horizontal Datum
[Datum]

Survey Notes
[Notes]

<p>VISTA DESIGN INC. Landscape Architecture, Land Planning, Garden Design, and Site Work</p>	<p>LANDS N/F CLARK INVESTMENTS LLC</p>	<p>LOT LINE ADJUSTMENT SURVEY</p>	<p>PROJECT DATA</p> <p>Project No. 201302</p> <p>Client Vista Design Inc.</p> <p>Location 1000 N. Main St., Suite 100, Vista, CA 92083</p> <p>Date 01/15/13</p> <p>Scale 1" = 20'</p>	<p>REVISIONS</p> <table border="1"> <tr><th>No.</th><th>Description</th></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	No.	Description							
			No.	Description									
<p>1 of 1</p>	<p>1" = 20'</p>												



AECOM 302 933 0200 tel
28485 Dupont Boulevard 302 933 0320 fax
Millsboro, DE 19966
www.aecom.com

December 6, 2023

Jamie Burk
Town Manager
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

**RE: Grace Street Lot Line Adjustment
Tax Parcels # 133-21.05-38.00 & 133-21.05- 21.00**

Dear Mr. Burk:

AECOM has reviewed the Lot Line Adjustment Survey prepared by Vista Design Inc. dated November 27, 2023, consisting of one (1) sheet and offer the following comments. The lot line adjustment is being proposed to remedy a 109 sq. ft. area of pavement that has encroached into the northeastern portion of tax parcel 133-21.05-38.00 from parcel 133-21.05-21.00. To resolve the encroachment of the existing paved area the property owner Clark Investments LLC. is proposing to remove the 109 sq. ft. from their lot and add it to the lands of Teresa B. Ricker via adjustment of the property line. Approving this change to the record plat will not affect the conformity of either lot, furthermore this plan shall supersede the previous recorded plat entitled "Subdivision of Lands of Iron Branch Co. Town of Millsboro", prepared by Miller Lewis Inc., dated June 1, 2005. Prior to approval the applicant will need to have received the acquiescence from the property owner of tax parcel 133-21.05-21.00 on the proposed change to their property. After reviewing the Lot Line Adjustment Survey AECOM recommends approval by the Millsboro Town Council on the proposed change.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,
AECOM

Kyle F. Gulbranson, AICP
Project Manager



VICINITY MAP

SCALE 1" = 2,000'

Flood Zone
 THIS SITE IS LOCATED WITHIN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FIRM MAP #1000500458-K DATED 03/01/15

Notes

1. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A FORMAL TITLE REPORT, EASEMENTS, RIGHTS-OF-WAY, EASEMENTS AND ALL OTHER RESTRICTIONS MAY AFFECT THIS PROPERTY AND NOT BE SHOWN.
2. THIS SURVEY IS BASED ON DEEDS AND PLATS OF RECORD OR SUCCESSION COUNTY CLAIMS AS SHOWN.
3. THIS SURVEY SHOWS ONLY VISIBLE ABOVE GROUND IMPROVEMENTS AND DOES NOT ADDRESS UTILITIES, CONTAMINATED WASTE OR TOXIC SOIL CONDITIONS, NOR HAVE ANY REPORTS, STUDIES OR INFORMATION REGARDING SUCH BEEN PROVIDED.
4. THIS SURVEY ONLY CERTIFIES TO THE UNDEVELOPED OWNER / OWNERS OF THE LANDS DEDICATED UPON THIS PLAT AND DOES NOT DEFINE ANY SUBSEQUENT WARRANTIES OR CERTIFICATIONS TO ANY OTHER PARTIES WHATSOEVER.

Zoning Information

TAX MAP# 1-33-17.14 PARCEL 11.01, TOWN OF WILLSBORO (UNDEVELOPED) HUNDRED 5, SSEX COUNTY DELAWARE. EXISTING ZONING: RES. CODED RPT 6693 / 223 & 251.5 / 1.1 G LAND USE: RESIDUAL / RESIDENTIAL. MAX FLOOR HEIGHT: 35'. LOT AREA: 13,000 SQUARE FEET MIN. LOT FRONTAGE: 100 FEET. LOT DEPTH: 130 FEET. FRONT YARD: 10 FEET. SIDE YARD: 10 FEET. REAR YARD: 10 FEET. PERMITS WITH LESS THAN 75 FEET IN WIDTH (NOT FRONTAL) EXISTING AT THE TIME OF THIS APPROXIMATE JANUARY 5, 2003.6 WATER: TOWN OF WILLSBORO. SEWER: TOWN OF WILLSBORO. MAXIMUM COVERAGE OF THE LOT, INCLUDING THE PROXIMAL BUILDINGS AND ALL ACCESSORY BUILDINGS: 60%.

Horizontal / Vertical Datum

NAD 83/2011

MVD 88

Class Survey

CLASS "C" SURVEY



NOTE

The drawing specifications and work prepared by Vista Design, Inc. (VDI) for this project are a minimum of service for the project only and remain the intellectual property of VDI. Review or reproduction of any of the information herein by VDI by any Client or anyone without the written permission of VDI may be at the Client's risk for a violation of the copyright laws of the United States of America and the copyright may remain with the work and copyright.

DE STATE PLANE NAD 83 / 2011

Surveyors Certification

I HEREBY CERTIFY THAT I AM A REGISTERED LICENSED SURVEYOR IN THE STATE OF DELAWARE. THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD SURVEYING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

SIGNATURE: _____ DATE: _____

DOMINIC ANASTASIA, PLS DE LAWARE REGISTRATION# 757
 11524 WOODCREST HIGHWAY
 SHOWELL, MARYLAND
 410.352.2472

Owners Certification

I HEREBY CERTIFY THAT I AM THE CURRENT/LEGITIMATE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT. THE PLAT WAS MADE AT MY DIRECTION, THAT I ACKNOWLEDGE THE SAME TO BE MY ACT. IT IS MY DESIRE TO HAVE THE "NEW DEVELOPER" AS SHOWN AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

SIGNATURE: _____ DATE: _____

CLARK ASSOCIATES, LLC & CLARK INVESTMENTS, LLC
 705 PHILLIPS HILL RD
 MILBROOK, DELAWARE 19966

APPROVED BY THE TOWN COUNCIL

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT PLAN WAS GRANTED FINAL APPROVAL BY THE TOWN COUNCIL OF THE TOWN OF WILLSBORO, DE LAWARE AND ACCORDINGLY IS ELIGIBLE FOR RECORDATION IN THE OFFICE OF THE RECORDER OF DEEDS FOR SUCCESSION COUNTY, DELAWARE.

DATE OF DESIGN



SITE DATA:

Owner's

CLARK ASSOCIATES, LLC
 & CLARK INVESTMENTS, LLC
 705 PHILLIPS HILL RD
 MILBROOK, DELAWARE 19966

Surveyor:

VDI DESIGN, INC.
 11524 WOODCREST HIGHWAY
 SHOWELL, MD 21662
 PH: 410.352.2472

Site Area

LOT # 1 = 13,730 S.F. ± OR 0.315 ACRES ±
 LOT # 2 = 13,266 S.F. ± OR 0.305 ACRES ±



Landscape Architects, Land Planning Consultants, Engineers and Surveyors
 1706 Worcester Hwy, Street, MD 21882
 PH: 410.352.2472
 email: info@vistadesign.com

Purpose Statement

THE PURPOSE OF THIS SURVEY IS TO PARTITION AND SUBDIVIDE PARCEL 11.01 SHOWN ALONG RIVER RD AS SHOWN INTO 12 TWO 97 PARCEL PARCELS.

December 21, 2023

Jamie Burk
Town Manager
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

**RE: 400 River Drive Lot Partitioning
Tax Parcels # 133-17.14-11.01**

Dear Mr. Burk:

AECOM has reviewed the Partition Plan prepared by Vista Design Inc., consisting of one (1) sheet and offer the following comments. The partitioning is being proposed to divide tax parcel 133-17.14-11.01 thereby creating two (2) new lots. The current proposal meets the standards for partitioning set forth under Chapter 178 Subdivision of Land in the Town of Millsboro. Lot 1 will be comprised of 13,730 sq. ft. of area and will have 106 feet of frontage on Dodd Street. Lot 2 will be 13,288 sq. ft. in area with 141 feet of frontage along River Drive. Both newly created lots will meet the minimum dimensional yard and area requirements of the Medium-Density Residential (MR) District. Approving this change will not result in the creation of any nonconformities or require the construction of new infrastructure to service the two lots. After reviewing the Partition Plan AECOM recommends approval by the Millsboro Town Council on the proposed partitioning.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,
AECOM



Kyle F. Gulbranson, AICP
Project Manager

Tax Map & Parcel Nos.: 1-33-16.00-73.17 (p/o)

PREPARED BY/RETURN TO:

David C. Hunt, Esquire
Morris James LLP
107 W. Market Street
Georgetown, DE 19947

**DEED OF PUBLIC ROADS DEDICATION
PLANTATION LAKES**

THIS DEED OF PUBLIC ROADS DEDICATION is made this ____ day of _____, 2023,

BETWEEN,

LENCRAFT, LLC, a Maryland limited liability company with offices at 7035 Albert Einstein Drive, Suite 200, Columbia, MD 21044 ("Grantor"),

AND

THE TOWN OF MILLSBORO, a municipal corporation of the State of Delaware ("Grantee").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid the receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantor has this day bargained and sold, and by these presents does hereby grant and convey, transfer and deliver unto the Grantee all the certain streets, roads and ways, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference as public use and as public right-of-ways. The foregoing dedication is subject to the Town Code of the Town of Millsboro and any applicable ordinances contained therein, as the same may be amended from time to time, and the Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Plantation Lakes, recorded at the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 4585, Page 73, et seq., as the same may be amended from time to time.

The Grantor also hereby dedicates to the Grantee the utility infrastructure and related apparatuses, including but not limited to all sewer mains, water mains and fire hydrants, located within the public right-of-ways, as such right-of-ways are more particularly described in Exhibit

A attached hereto, along with any monuments marking the public right-of-ways, traffic control signs and devices, and street name signs located within the public right-of-ways, as such right-of-ways are more particularly described in Exhibit A attached hereto.

The Grantor, its successors and assigns, retain ownership of all surface and underground drainage facilities located within the public right-of-ways hereby granted to the Grantee. The Grantor hereby reserves unto itself, its successors, and assigns the right to enter upon the public right-of-ways hereby conveyed to conduct such maintenance, construction and repair of the surface and underground drainage facilities located within the public right-of-ways as it may deem proper, necessary, or desirable, provided that such actions shall not unreasonably obstruct the public right-of-ways hereby conveyed to Grantee and Grantor, its successor or assigns, restores the right-of-ways to substantially the same condition that existed prior to Grantor, its successors, or assigns, undertaking the maintenance, construction and/or repair of the surface and underground drainage facilities located within the right-of-ways hereby conveyed.

AND the Grantor hereby covenants that it is lawfully seized and possessed of the property described in Exhibit A; that it has good and lawful right to convey the property or any part thereof, that the property is free from all encumbrances, and that the Grantor, its successors and assigns, does covenant and agree to warrant and defend title to the property granted herein to Grantee, its successors and assigns, against the claims and demands of all and every person whomsoever.

BEING a portion of those lots or parcels of real property located in the Town of Millsboro, Sussex County, Delaware, which were conveyed unto the Grantor by deed recorded among the records of the Office of the Recorder of Deeds, in and for Sussex County, State of Delaware in Deed Book 3049, Page 212, et seq.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS the hands and seals of the Grantor and Grantee, the day and year first above written.

GRANTOR

LENCRAFT, LLC, a Maryland limited liability company

By: U.S. Home Corporation, a Delaware corporation
Managing Member

By: _____ (SEAL)
Name: Brian M. Hayden
Title: Director of Field Operations

STATE OF _____ :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on this ____ day of _____, 2023, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Brian M. Hayden, Director of Field Operations of U.S. Home Corporation, a Delaware corporation, Managing Member of LENCRAFT, LLC, a limited liability company of the State of Maryland, party to this Deed, known to me personally to be such, and acknowledged this Deed to be his act and deed, and the act and the deed of the said limited liability company, that the signature of the Managing Member is in his/her own proper handwriting; and that the act of signing, sealing, acknowledging and delivering the said Deed was first duly authorized by resolution of the members of the said limited liability company.

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

NOTARY PUBLIC

Name Typewritten or Printed

My Commission Expires: _____

GRANTEE

ATTEST:

THE TOWN OF MILLSBORO, a municipal corporation of the State of Delaware

Kimberley M. Kaan, Secretary

By: _____(SEAL)
James C. Kells, Mayor

STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James C. Kells, the Mayor of the Town of Millsboro, a municipal corporation of the State of Delaware, and acknowledged the foregoing instrument to be the act of said municipal corporation; and at the same time, he made oath in due form of law that he is the Mayor of said municipal corporation and is duly authorized to make this acknowledgment on its behalf.

Given under my hand and seal, the day and year aforesaid.

NOTARY PUBLIC

Name Typewritten or Printed

My Commission Expires: _____

EXHIBIT A

Plantation Lakes – Section D – Right of Way of Beaufort Court

All that certain right of way situated in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, being depicted on a record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398 Pages 86-91.

BEGINNING at the point on the northwesterly right-of way line of Beaufort Court, said point being at the end of curve C6 as shown on sheet number RP-3 on the record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded at the Sussex County Office of Recorder of Deeds, dated March 28, 2023, in Plot Book 398, Page 86, specifically Page 88, said point also being on the right-of-way of Beaufort Court as shown on sheet numbers RP3 and RP6 of the aforesaid plat,

THENCE binding on the right-of-way of Beaufort Court, the following eleven courses and distances, viz:

1. By a curve to the right with a radius of 325.00 feet and an arc length of 70.01 feet, said curve being subtended by a chord bearing North 26° 49' 46" West 69.88 feet,
2. North 20° 39' 28" West 185.47 feet,
3. By a tangent curve to the right with a radius of 275.00 feet and an arc length of 278.07 feet, said curve being subtended by a chord bearing North 08° 18' 34" East 266.37 feet,
4. North 37° 16' 37" East 386.03 feet,
5. By a tangent curve to the left with a radius of 50.00 feet and an arc length of 54.45 feet, said curve being subtended by a chord bearing North 06° 04' 50" East 51.80 feet,
6. By a tangent curve to the right with a radius of 52.50 feet and an arc length of 222.10 feet, said curve being subtended by a chord bearing South 83° 55' 10" East 89.82 feet, to a point of tangency,
7. South 37° 16' 37" West 476.86 feet,
8. By a tangent curve to the left with a radius of 225.00 feet and an arc length of 227.51 feet, said curve being subtended by a chord bearing South 08° 18' 34" West 217.94 feet, to a point of tangency,
9. South 20° 39' 28" East 185.47 feet, and

10. By a tangent curve to the left with a **radius of 275.00 feet and an arc length of 59.24 feet**, said curve being subtended by a chord bearing **South 26° 49' 46" East 59.13 feet**, thence running through and across the Beaufort Court right-of-way,
11. **South 56° 59' 56" West 50.00 feet**, to the place of beginning.

CONTAINING 1.282 Acres of land, more or less;

BEING ALL of BEAUFORT COURT as shown on record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398, Page 86, specifically Pages 88 and 91.

Plantation Lakes – Section D – Right of Way of Fayetteville North

All that certain right of way situated in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, being depicted on a record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds in Plot Book 398, Pages 86-91.

BEGINNING at the point on the northwesterly right-of way line of Beaufort Court, said point being at the beginning of curve C1 as shown on sheet number RP-6 on the record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds in Plot Book 398, Page 86 and specifically Page 91, said point also being on the right-of-way of Fayetteville North,

THENCE binding on the right-of-way of Fayetteville North, the following eleven courses and distances, viz:

1. By a curve to the left with a radius of 17.50 feet and an arc length of 25.33 feet, said curve being subtended by a chord bearing North 11° 15' 51" West 23.17 feet,
2. North 52° 43' 23" West 83.16 feet,
3. By a tangent curve to the right with a radius of 525.00 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 47° 39' 15" West 92.77 feet,
4. North 42° 35' 07" West 338.79 feet,
5. North 47° 24' 53" East 50.00 feet,
6. South 42° 35' 07" East 338.79 feet,
7. By a tangent curve to the left with a radius of 475.00 feet and an arc length of 84.05 feet, said curve being subtended by a chord bearing South 47° 39' 15" East 83.94 feet,
8. South 52° 43' 23" East 80.93 feet,
9. By a tangent curve to the left with a radius of 17.50 feet and an arc length of 27.49 feet, said curve being subtended by a chord bearing North 82° 16' 37" East 24.75 feet to intersect the aforesaid northwesterly right-of-way of Beaufort Court, thence binding on the northwesterly right-of-way of Beaufort Court, the following two courses and distances, viz:
 10. South 37° 16' 37" West 48.94 feet, to and
 11. By a tangent curve to the left with a radius of 275.00 feet and an arc length of 33.99 feet, said curve being subtended by a chord bearing South 33° 44' 09" West 33.97 feet to the place of beginning.

CONTAINING 0.606 Acres of land, more or less;

BEING ALL of Fayetteville North as shown on record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398, Page 86, specifically Page 91.

Plantation Lakes – Section D – Right of Way of Fayetteville Court

All that certain right of way situated in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, being depicted on a record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398 Pages 86-91.

BEGINNING at the point on the northeasterly right-of way line of Fayetteville North, said point being at the end of the **South 42° 35' 07" East 75.32** footline as shown on sheet number RP-6 on the record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398, Page 86, specifically Page 91, said point being also at the beginning of curve C3 on the northwest right-of-way of Fayetteville Court as shown on the said plan,

THENCE binding on the right-of-way of Fayetteville Court, the following seven courses and distances, viz:

1. By a curve to the left with a **radius of 12.50 feet and an arc length of 19.63 feet**, said curve being subtended by a chord bearing **South 87° 35' 07" East 17.68 feet**,
2. **North 47° 24' 53" East 166.22 feet**,
3. By a tangent curve to the right with a **radius of 52.50 feet and an arc length of 221.51 feet**, said curve being subtended by a chord bearing **South 11° 42' 48" East 90.12 feet**, to a point of reverse curvature,
4. By a tangent curve to the left with a **radius of 50.00 feet and an arc length of 55.05 feet**, said curve being subtended by a chord bearing **South 78° 56' 42" West 52.31 feet**,
5. **South 47° 24' 53" West 75.39 feet**, and
6. By a tangent curve to the left with a **radius of 12.50 feet and an arc length of 19.63 feet**, said curve being subtended by a chord bearing **South 02° 24' 53" West 17.68 feet**, to intersect the aforesaid northeasterly right-of way of Fayetteville North, thence binding on the northeasterly right-of-way of Fayetteville North,
7. **North 42° 35' 07" West 75.00 feet** to the place of beginning.

CONTAINING 0.364 Acres of land, more or less;

BEING ALL of Fayetteville Court as shown on record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds in Plot Book 398, Page 86, specifically Page 91.

Tax Map & Parcel Nos.: 1-33-16.00-73.17 (p/o)

Prepared By/Return To:
David C. Hutt, Esquire
Morris James LLP
107 W. Market Street
Georgetown, DE 19947

**BILL OF SALE FOR
WATER TRANSMISSION AND DISTRIBUTION SYSTEM,
SEWER TRANSMISSION SYSTEM**

KNOW ALL MEN BY THESE PRESENTS, that Lencraft, LLC, a Maryland limited liability company, party of the first part (hereinafter referred to as "**Lencraft**") for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it in hand paid, and for other good and valuable consideration given by the **Town of Millsboro**, a municipal corporation of the State of Delaware, party of the second part (hereinafter referred to as the "**Town**"), at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, delivered and assigned and by these presents does confirm that, as part of Lencraft's dedication of certain roads to the Town, Lencraft grants, bargains, sells, transfers, delivers and assigns unto the Town, all of its right, title and interest in and to: (1) all sanitary sewer mains and appurtenances, except that no service lines installed from such sewer mains to any dwelling units shall be so transferred; and (2) all water mains, lines and fire hydrants, except that no service lines leading from the curb boxes to the various individual dwellings or other buildings located on the property shall be so transferred located on, in or under the certain streets, roads and ways dedicated to the Town, which are identified as Beaufort Court, Fayetteville North and Fayetteville Court in Section D of the Plantation Lakes subdivision all of which are more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Town, its successors and assigns, for its own proper use and behoof forever.

AND the undersigned does vouch itself to have full power, good right and lawful authority to dispose of the said property in the manner as aforesaid, and it does, for its successors and assigns, covenant and agree to and with the Town to Warrant and Defend the said property to the Town, its successors and assigns, against the lawful claims and demands of all and every person whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed, this _____ day of _____, A.D. 2024.

LENCRAFT, LLC,
a Maryland limited liability company

By: U.S. Home Corporation, a Delaware
corporation, Managing Member

By: _____ (SEAL)
Name: Brian M. Hayden
Title: Director of Field Operations

STATE OF _____ :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on this _____ day of _____, 2024, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Brian M. Hayden, the Director of Field Operations of U.S. Home Corporation, Managing Member of LENCRAFT, LLC, party to this instrument, known to me personally to be such, and acknowledged this instrument to be the act and the deed of the said limited liability company.

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

NOTARY PUBLIC

Name Typewritten or Printed

My Commission Expires: _____

CERTIFICATION OF ACKNOWLEDGMENT AND ACCEPTANCE
TOWN OF MILLSBORO

The undersigned hereby certifies that the within Bill of Sale is hereby accepted by The Town of Millsboro, this _____ day of _____, A.D. 2024.

TOWN OF MILLSBORO

By: _____
James C. Kells, Mayor

Attest: _____
Kimberley M. Kaan, Secretary

EXHIBIT A

Those certain streets, roadways, circles, courts, cul-de-sacs, and right-of-ways, identified as follows:

- (1) Beaufort Court, as identified on a Plat entitled "Plantation Lakes, Third Amended Record Plan Section D," Sheets RP-3 and RP-6, recorded May 9, 2023 in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 398, Page 86, as a 50-foot right-of-way.
- (2) Fayetteville North, as identified on a Plat entitled "Plantation Lakes, Third Amended Record Plan Section D," Sheet RP-6, recorded May 9, 2023 in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 398, Page 86, as a 50-foot right-of-way.
- (3) Fayetteville Court, as identified on a Plat entitled "Plantation Lakes, Third Amended Record Plan Section D," Sheet RP-6, recorded May 9, 2023 in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 398, Page 86, as a 50-foot right-of-way.

The Plat referenced herein is incorporated herein by reference and reference to the Plat is hereby made for more particular description, by metes, bounds, courses and distances of the right-of-ways hereby dedicated to and accepted by Grantee.

EXHIBIT B

Plantation Lakes – Section D – Right of Way of Beaufort Court

All that certain right of way situated in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, being depicted on a record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398 Pages 86-91.

BEGINNING at the point on the northwesterly right-of way line of Beaufort Court, said point being at the end of curve C6 as shown on sheet number RP-3 on the record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded at the Sussex County Office of Recorder of Deeds, dated March 28, 2023, in Plot Book 398, Page 86, specifically Page 88, said point also being on the right-of-way of Beaufort Court as shown on sheet numbers RP3 and RP6 of the aforesaid plat,

THENCE binding on the right-of-way of Beaufort Court, the following eleven courses and distances, viz:

1. By a curve to the right with a radius of 325.00 feet and an arc length of 70.01 feet, said curve being subtended by a chord bearing North 26° 49' 46" West 69.88 feet,
2. North 20° 39' 28" West 185.47 feet,
3. By a tangent curve to the right with a radius of 275.00 feet and an arc length of 278.07 feet, said curve being subtended by a chord bearing North 08° 18' 34" East 266.37 feet,
4. North 37° 16' 37" East 386.03 feet,
5. By a tangent curve to the left with a radius of 50.00 feet and an arc length of 54.45 feet, said curve being subtended by a chord bearing North 06° 04' 50" East 51.80 feet,
6. By a tangent curve to the right with a radius of 52.50 feet and an arc length of 222.10 feet, said curve being subtended by a chord bearing South 83° 55' 10" East 89.82 feet, to a point of tangency,
7. South 37° 16' 37" West 476.86 feet,
8. By a tangent curve to the left with a radius of 225.00 feet and an arc length of 227.51 feet, said curve being subtended by a chord bearing South 08° 18' 34" West 217.94 feet, to a point of tangency,
9. South 20° 39' 28" East 185.47 feet, and

10. By a tangent curve to the left with a radius of 275.00 feet and an arc length of 59.24 feet, said curve being subtended by a chord bearing South 26° 49' 46" East 59.13 feet, thence running through and across the Beaufort Court right-of-way,

11. South 56° 59' 56" West 50.00 feet, to the place of beginning.

CONTAINING 1.282 Acres of land, more or less;

BEING ALL of BEAUFORT COURT as shown on record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398, Page 86, specifically Pages 88 and 91.

Plantation Lakes – Section D – Right of Way of Fayetteville North

All that certain right of way situated in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, being depicted on a record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds in Plot Book 398, Pages 86-91.

BEGINNING at the point on the northwesterly right-of way line of Beaufort Court, said point being at the beginning of curve C1 as shown on sheet number RP-6 on the record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds in Plot Book 398, Page 86 and specifically Page 91, said point also being on the right-of-way of Fayetteville North,

THENCE binding on the right-of-way of Fayetteville North, the following eleven courses and distances, viz:

1. By a curve to the left with a radius of 17.50 feet and an arc length of 25.33 feet, said curve being subtended by a chord bearing North 11° 15' 51" West 23.17 feet,
2. North 52° 43' 23" West 83.16 feet,
3. By a tangent curve to the right with a radius of 525.00 feet and an arc length of 92.89 feet, said curve being subtended by a chord bearing North 47° 39' 15" West 92.77 feet,
4. North 42° 35' 07" West 338.79 feet,
5. North 47° 24' 53" East 50.00 feet,
6. South 42° 35' 07" East 338.79 feet,
7. By a tangent curve to the left with a radius of 475.00 feet and an arc length of 84.05 feet, said curve being subtended by a chord bearing South 47° 39' 15" East 83.94 feet,
8. South 52° 43' 23" East 80.93 feet,
9. By a tangent curve to the left with a radius of 17.50 feet and an arc length of 27.49 feet, said curve being subtended by a chord bearing North 82° 16' 37" East 24.75 feet to intersect the aforesaid northwesterly right-of-way of Beaufort Court, thence binding on the northwesterly right-of-way of Beaufort Court, the following two courses and distances, viz:
 10. South 37° 16' 37" West 48.94 feet, to and
 11. By a tangent curve to the left with a radius of 275.00 feet and an arc length of 33.99 feet, said curve being subtended by a chord bearing South 33° 44' 09" West 33.97 feet to the place of beginning.

CONTAINING 0.606 Acres of land, more or less;

BEING ALL of Fayetteville North as shown on record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398, Page 86, specifically Page 91.

Plantation Lakes – Section D – Right of Way of Fayetteville Court

All that certain right of way situated in the Town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, being depicted on a record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398 Pages 86-91.

BEGINNING at the point on the northeasterly right-of way line of Fayetteville North, said point being at the end of the **South 42° 35' 07" East 75.32** footline as shown on sheet number RP-6 on the record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds, in Plot Book 398, Page 86, specifically Page 91, said point being also at the beginning of curve C3 on the northwest right-of-way of Fayetteville Court as shown on the said plan,

THENCE binding on the right-of-way of Fayetteville Court, the following seven courses and distances, viz:

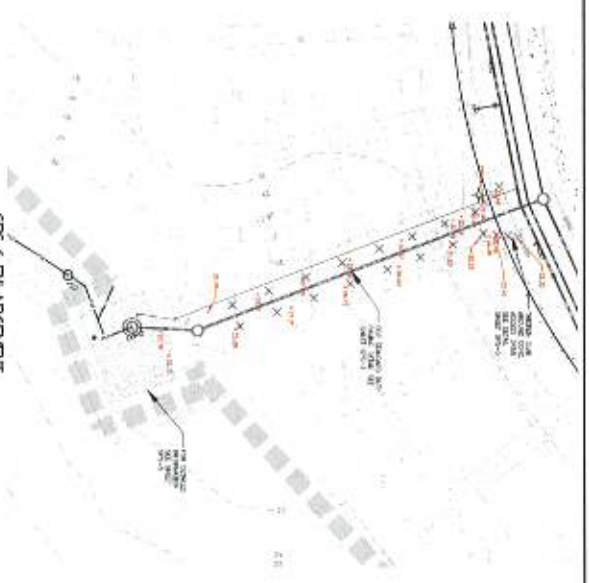
1. By a curve to the left with a **radius of 12.50 feet and an arc length of 19.63 feet**, said curve being subtended by a chord bearing **South 87° 35' 07" East 17.68 feet**,
2. **North 47° 24' 53" East 166.22 feet**,
3. By a tangent curve to the right with a **radius of 52.50 feet and an arc length of 221.51 feet**, said curve being subtended by a chord bearing **South 11° 42' 48" East 90.12 feet**, to a point of reverse curvature,
4. By a tangent curve to the left with a **radius of 50.00 feet and an arc length of 55.05 feet**, said curve being subtended by a chord bearing **South 78° 56' 42" West 52.31 feet**,
5. **South 47° 24' 53" West 75.39 feet**, and
6. By a tangent curve to the left with a **radius of 12.50 feet and an arc length of 19.63 feet**, said curve being subtended by a chord bearing **South 02° 24' 53" West 17.68 feet**, to intersect the aforesaid northeasterly right-of way of Fayetteville North, thence binding on the northeasterly right-of-way of Fayetteville North,
7. **North 42° 35' 07" West 75.00 feet** to the place of beginning.

CONTAINING 0.364 Acres of land, more or less;

BEING ALL of Fayetteville Court as shown on record plan entitled "Plantation Lakes, Third Amended Record Plan Section D," dated March 28, 2023 and recorded May 9, 2023 at the Sussex County Office of Recorder of Deeds in Plot Book 398, Page 86, specifically Page 91.

WATER & SEWER NOTES:

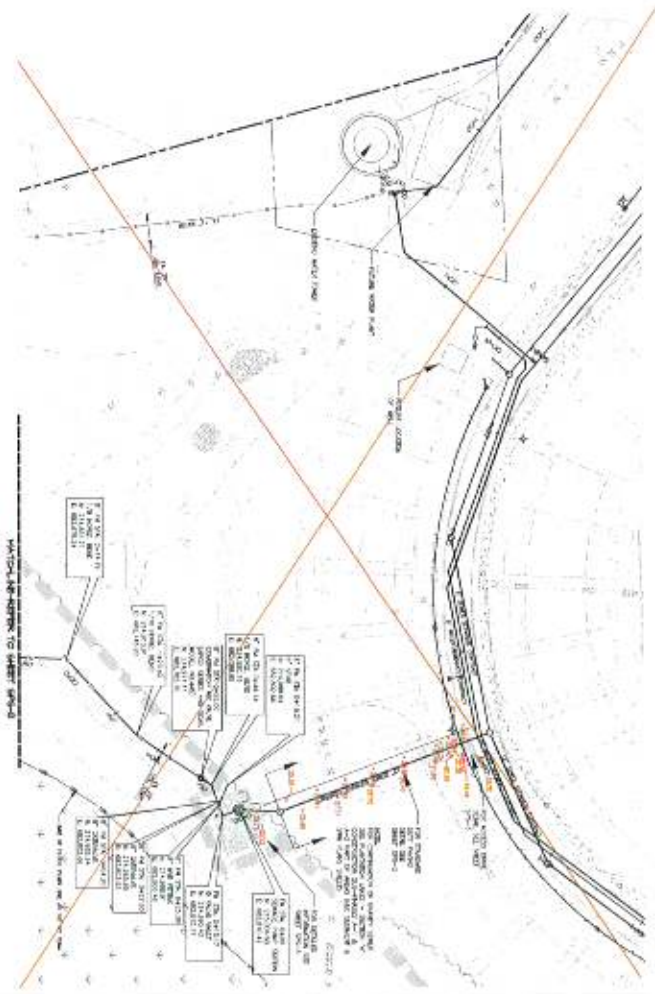
SPS-6 ALIGNMENT DRIVE GRADE
SCALE: 1" = 40'



1. CONSTRUCTION OF THE DRIVE GRADE SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (DOT&PS) AND THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
2. ALL UTILITIES SHALL BE DELETED TO THE CENTERLINE OF THE DRIVE GRADE.
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19. ALL UTILITIES SHALL BE DELETED TO THE CENTERLINE OF THE DRIVE GRADE.
20. ALL UTILITIES SHALL BE DELETED TO THE CENTERLINE OF THE DRIVE GRADE.

SOIL BORING NOTES:

1. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
2. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
3. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
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17. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
18. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
19. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).
20. ALL SOIL BORINGS SHALL BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE DEPARTMENT OF ENVIRONMENTAL CONTROL (DEC).



PLANTATION LAKES
 CONSTRUCTION PLANS
 MILLSBORO, DELAWARE

MORRIS & RITCHEY ASSOCIATES, INC.
 ENGINEERS ARCHITECTS

MRPA

GRAPHIC SCALE
 1" = 40'

NOT INCLUDED IN THIS SUBMISSION

PLANTATION LAKES
 CONSTRUCTION PLANS
 MILLSBORO, DELAWARE

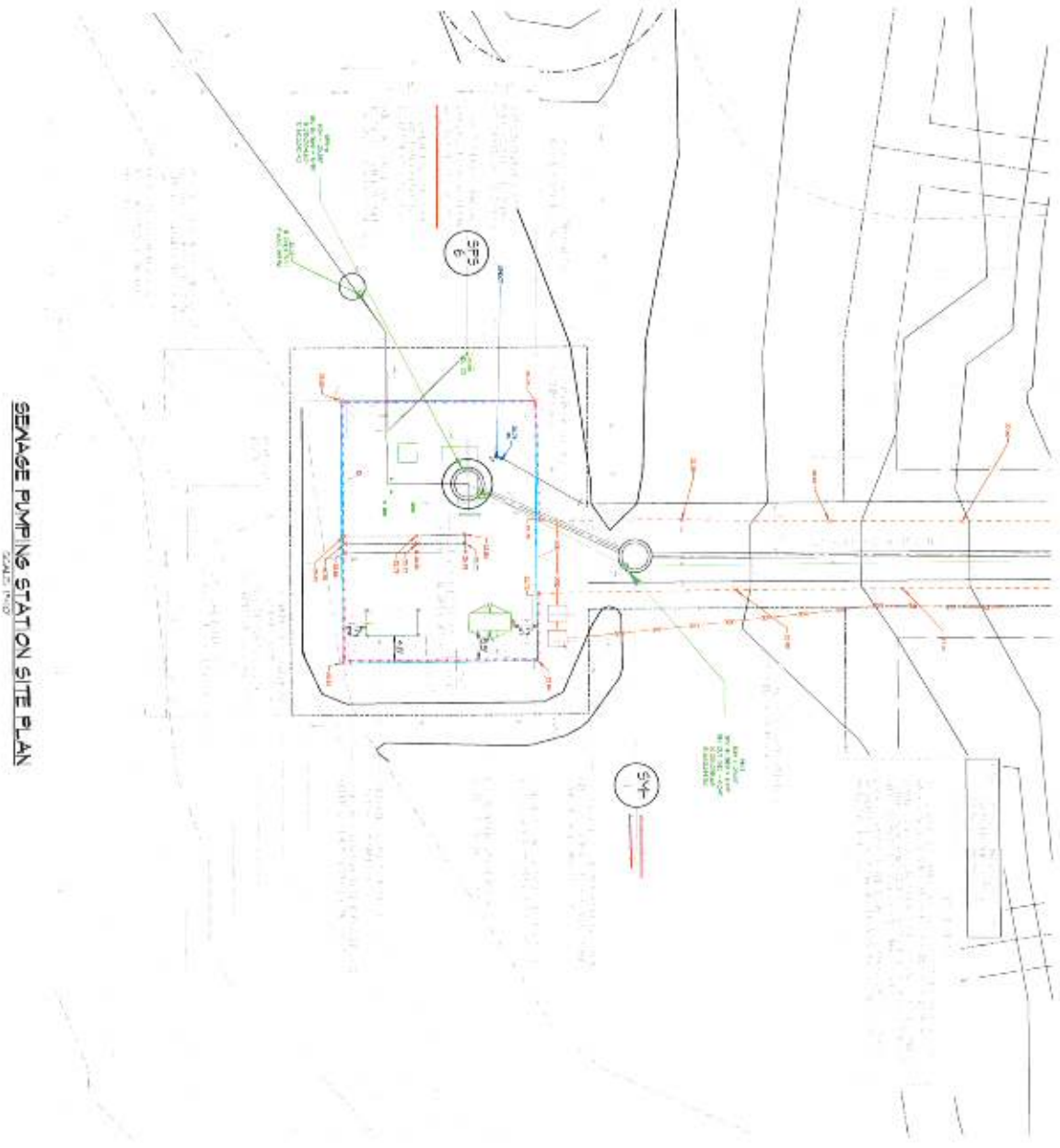
MORRIS & RITCHEY ASSOCIATES, INC.
 ENGINEERS ARCHITECTS

MRPA

GRAPHIC SCALE
 1" = 40'

NOT INCLUDED IN THIS SUBMISSION

SPS-2
 UTILITY PLAN



SEWAGE PUMPING STATION SITE PLAN
SCALE: 1"=50'



CONTRACT DOCUMENTS
 THE CONTRACT DOCUMENTS SHALL BE THE GENERAL CONDITIONS OF CONTRACT, SPECIFICATIONS AND DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY STORAGE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DISPOSAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPAIR MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESTORATION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DEMOLITION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MAINTENANCE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY OPERATIONAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SHUTDOWN MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY STARTUP MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMISSIONING MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORT MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY OPERATIONAL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MAINTENANCE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SHUTDOWN MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY STARTUP MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMISSIONING MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORT MEASURES.



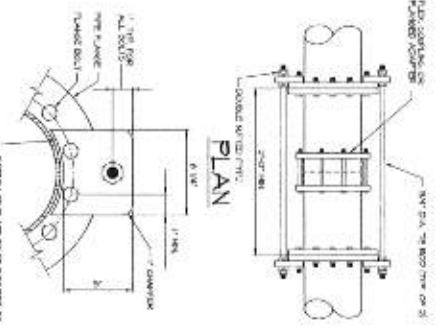
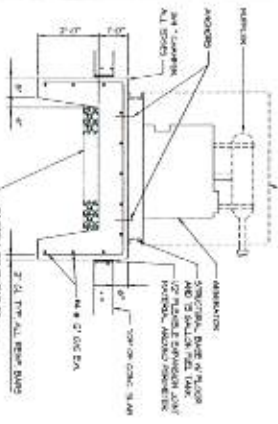
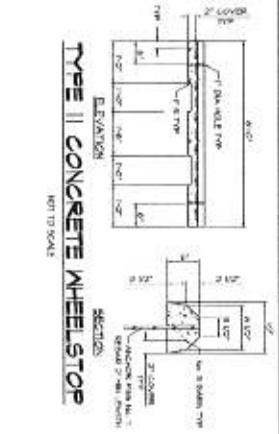
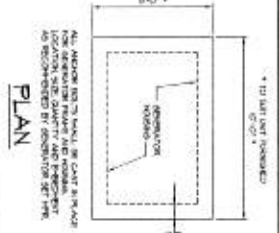
DETAIL - SECURITY FENCE WITH DOUBLE GATE
SCALE: 1"=10'

SPS-5

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITTING	10/15/10	J. RICHARDS	
2	ISSUED FOR CONSTRUCTION	10/15/10	J. RICHARDS	
3	ISSUED FOR AS-BUILT	10/15/10	J. RICHARDS	
4	ISSUED FOR FINAL	10/15/10	J. RICHARDS	

PLANTATION LAKES
 CONSTRUCTION PLANS
 MILLSBORO, DELAWARE

MRPA
MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 W. MARKET STREET, SUITE 200
 MILLSBORO, DE 19966
 TEL: 302.391.1000
 FAX: 302.391.1001
 WWW.MRPA-INC.COM



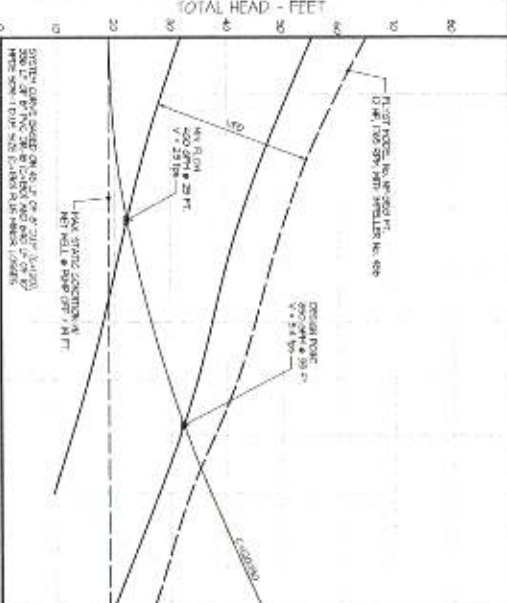
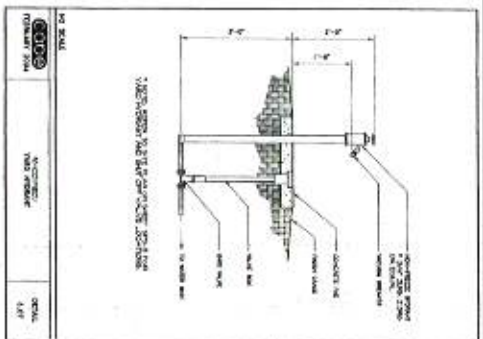
REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/10	ISSUED FOR PERMITS
2	02/10/10	REVISED PER COMMENTS
3	03/15/10	REVISED PER COMMENTS
4	04/15/10	REVISED PER COMMENTS
5	05/15/10	REVISED PER COMMENTS
6	06/15/10	REVISED PER COMMENTS
7	07/15/10	REVISED PER COMMENTS
8	08/15/10	REVISED PER COMMENTS
9	09/15/10	REVISED PER COMMENTS
10	10/15/10	REVISED PER COMMENTS
11	11/15/10	REVISED PER COMMENTS
12	12/15/10	REVISED PER COMMENTS



DETAIL-TIE ROD ASSEMBLY

NOT TO SCALE



ANTI-FLOITATION CALCULATIONS

DESIGN CRITERIA

DESIGN FLOW: 1.0 MGD

DESIGN HEAD: 40 FT

DESIGN SPEED: 1750 RPM

DESIGN EFFICIENCY: 75%

DESIGN POWER: 100 HP

DESIGN VIBRATION: 0.15 IN/IN

DESIGN SEISMIC: 0.15 G

DESIGN CORROSION: 0.001 IN/YR

DESIGN MATERIAL: 304 SS

DESIGN COATING: 3 MILS

DESIGN INSULATION: 2 IN

DESIGN SOUND: 50 DBA

DESIGN SAFETY: 1.5

DESIGN CRITERIA

DESIGN CRITERIA

DESIGN FLOW: 1.0 MGD

DESIGN HEAD: 40 FT

DESIGN SPEED: 1750 RPM

DESIGN EFFICIENCY: 75%

DESIGN POWER: 100 HP

DESIGN VIBRATION: 0.15 IN/IN

DESIGN SEISMIC: 0.15 G

DESIGN CORROSION: 0.001 IN/YR

DESIGN MATERIAL: 304 SS

DESIGN COATING: 3 MILS

DESIGN INSULATION: 2 IN

DESIGN SOUND: 50 DBA

DESIGN SAFETY: 1.5

SPS-6

DETAILS & DESIGN CRITERIA



PLANTATION LAKES

CONSTRUCTION PLANS

SEWAGE PUMPING STATION No. 6 AND FORCE MAIN

MILLSBORO, DELAWARE

MIRA

MORRIS & RITCHIE ASSOCIATES, INC.

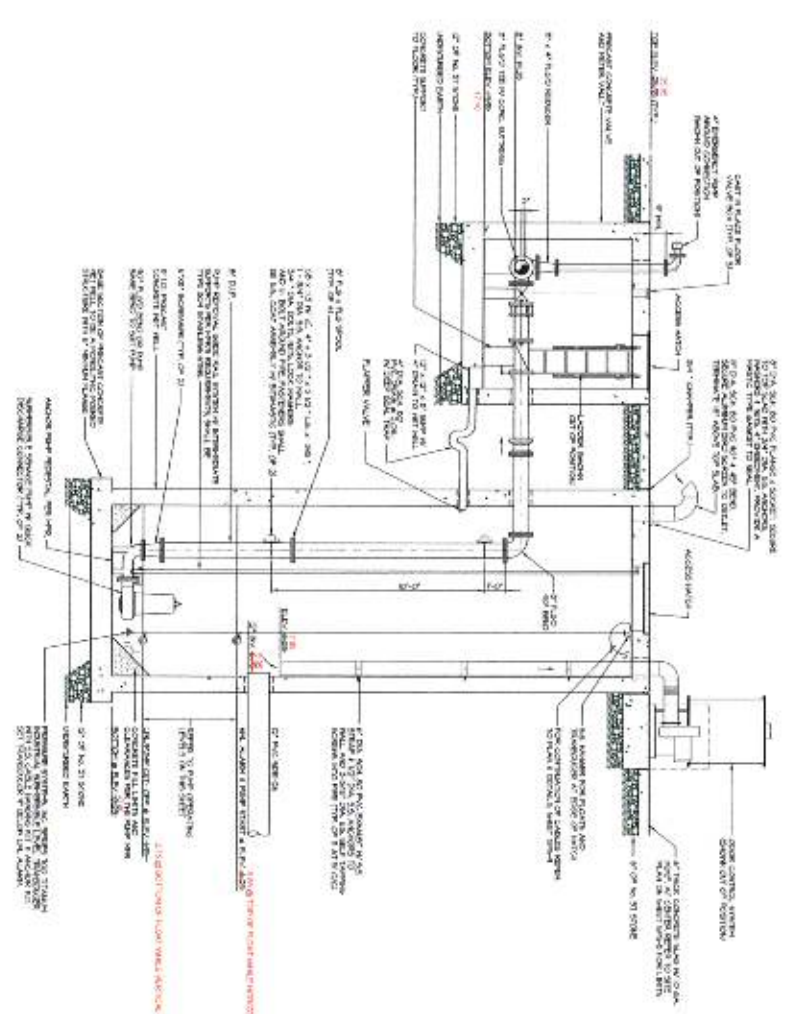
1000 W. MARKET STREET, SUITE 200

MILLSBORO, DE 19966

TEL: 302-439-1100

FAX: 302-439-1101

WWW.MORRISRITCHIE.COM



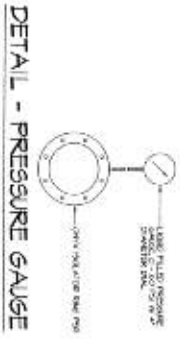
SECTION A-A
DETAIL-SEWAGE PUMPING STATION
 SCALE: 3/4" = 1'-0"



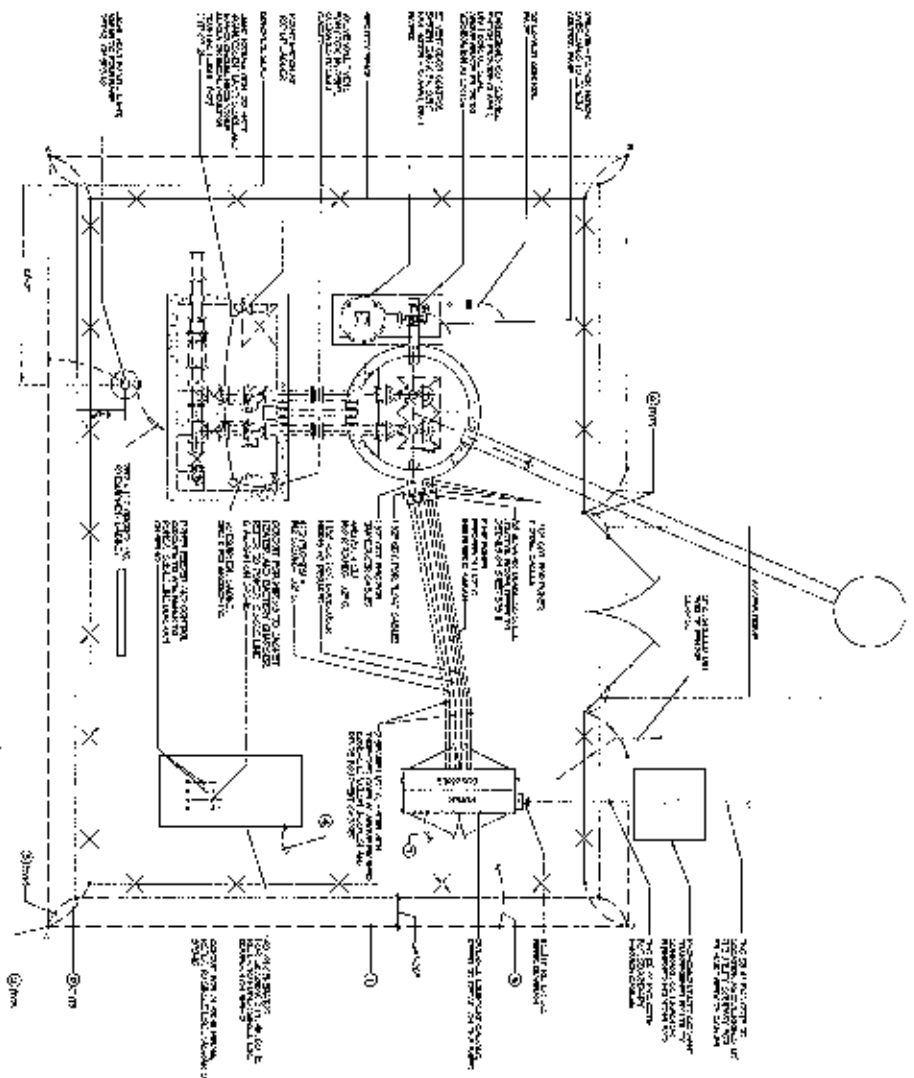
EXPLANATION
 1. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
 2. ALL MATERIALS ARE UNLESS OTHERWISE SPECIFIED.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE M.C.S. CODE BOOKS AND THE DELAWARE CONSTRUCTION CODE.

PUMP OPERATING LEVELS
 NOT TO SCALE

NO.	DESCRIPTION	HEIGHT (FEET)
1	MAXIMUM FLOODING LEVEL	10.00
2	MAXIMUM NORMAL OPERATING LEVEL	9.50
3	MINIMUM NORMAL OPERATING LEVEL	9.00
4	MINIMUM FLOODING LEVEL	8.50
5	MINIMUM OPERATING LEVEL	8.00
6	MINIMUM FLOODING LEVEL	7.50
7	MINIMUM OPERATING LEVEL	7.00
8	MINIMUM FLOODING LEVEL	6.50
9	MINIMUM OPERATING LEVEL	6.00
10	MINIMUM FLOODING LEVEL	5.50
11	MINIMUM OPERATING LEVEL	5.00
12	MINIMUM FLOODING LEVEL	4.50
13	MINIMUM OPERATING LEVEL	4.00
14	MINIMUM FLOODING LEVEL	3.50
15	MINIMUM OPERATING LEVEL	3.00
16	MINIMUM FLOODING LEVEL	2.50
17	MINIMUM OPERATING LEVEL	2.00
18	MINIMUM FLOODING LEVEL	1.50
19	MINIMUM OPERATING LEVEL	1.00
20	MINIMUM FLOODING LEVEL	0.50
21	MINIMUM OPERATING LEVEL	0.00

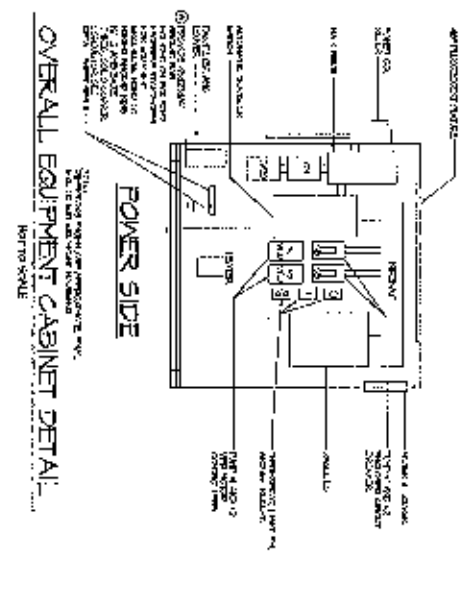
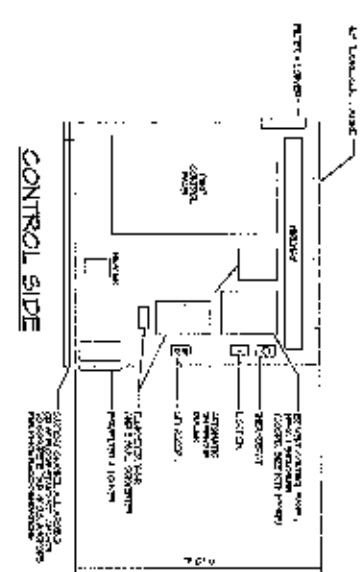
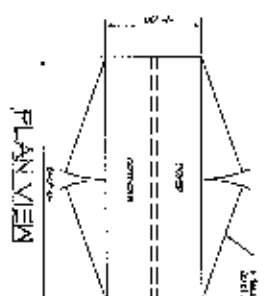


	MORRIS & RITCHIE ASSOCIATES, INC. PROJECT: SEWAGE PUMP STATION NO. 8 AND FORCE MAIN, MILLSBORO, DELAWARE DRAWING: MECHANICAL DETAIL	PROJECT: SEWAGE PUMP STATION NO. 8 AND FORCE MAIN, MILLSBORO, DELAWARE DRAWING: MECHANICAL DETAIL DATE: 10/20/2011 DRAWN BY: JRM CHECKED BY: JRM APPROVED BY: JRM	PLANTATION LAKES CONSTRUCTION PLANS SEWAGE PUMPING STATION NO. 8 AND FORCE MAIN MILLSBORO, DELAWARE	
	SPS-8	MECHANICAL DETAIL	DATE: 10/20/2011	PROJECT: SEWAGE PUMP STATION NO. 8 AND FORCE MAIN, MILLSBORO, DELAWARE DRAWING: MECHANICAL DETAIL



GROUNDING PLAN - SEWAGE PUMPING STATION

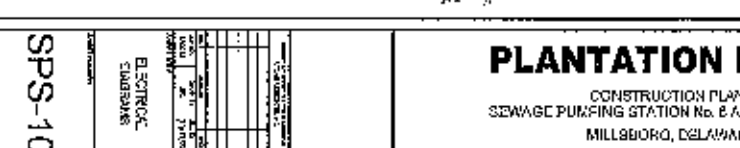
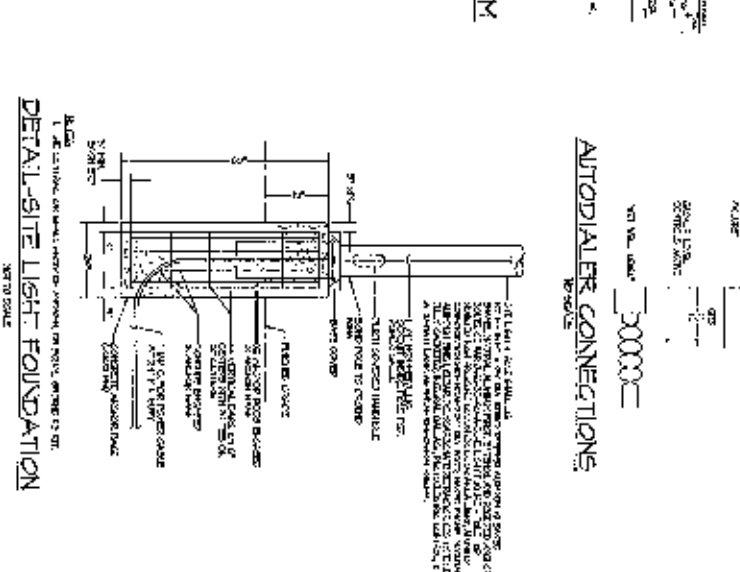
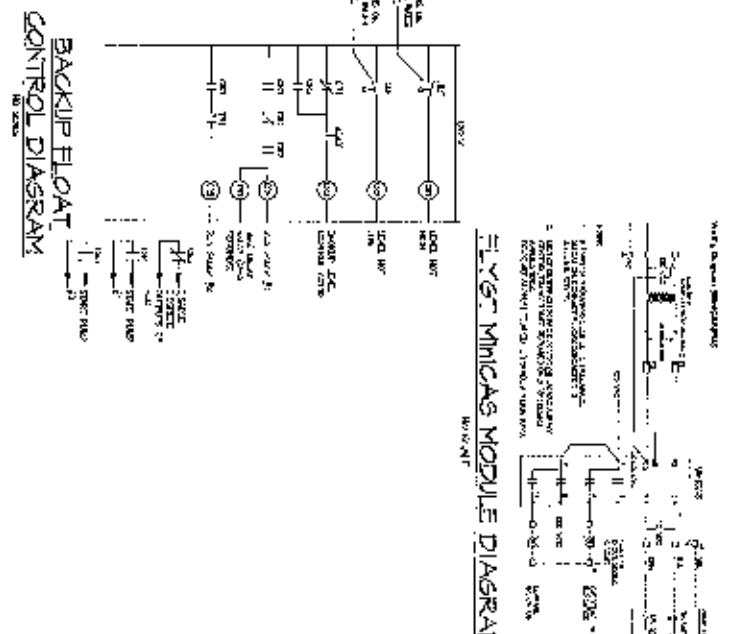
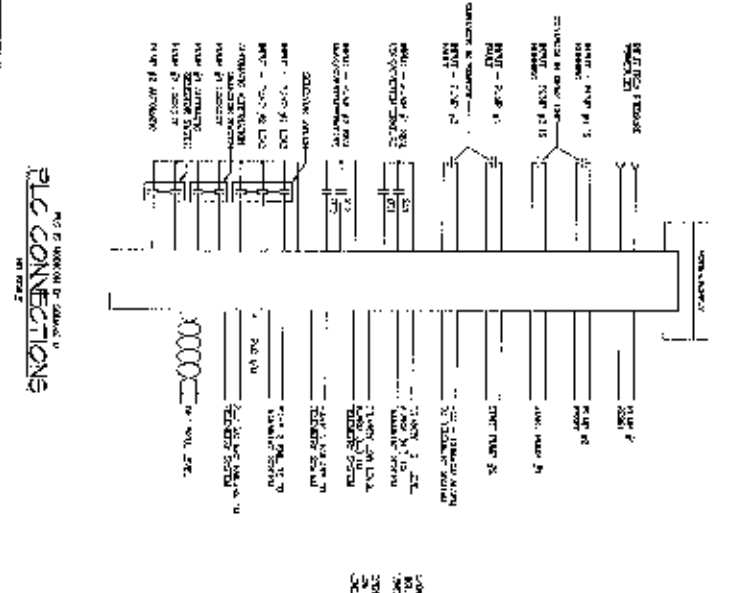
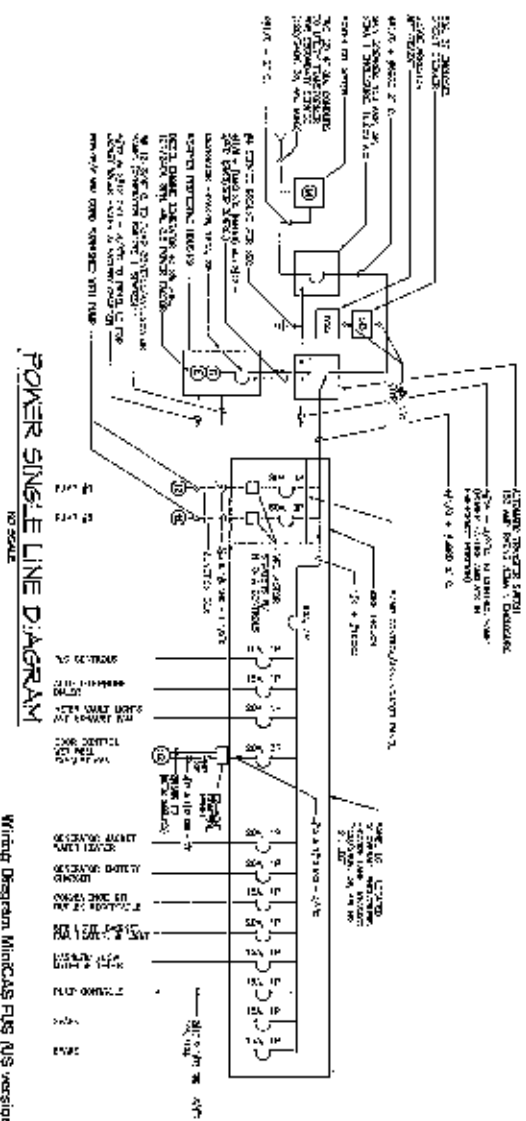
- GROUNDING NOTES**
1. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 2. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 3. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 4. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 5. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 6. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 7. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 8. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 9. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.
 10. ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED TO THE COMMON SYSTEM.



PLANTATION LAKES
 CONSTRUCTION PLANS
 SEWAGE PUMPING STATION No. 8 AND FORCE MAIN
 MILLSBORO, DELAWARE

NO.	DATE	DESCRIPTION
1	10/1/88	ISSUED FOR PERMIT
2	10/1/88	ISSUED FOR CONSTRUCTION
3	10/1/88	ISSUED FOR AS-BUILT

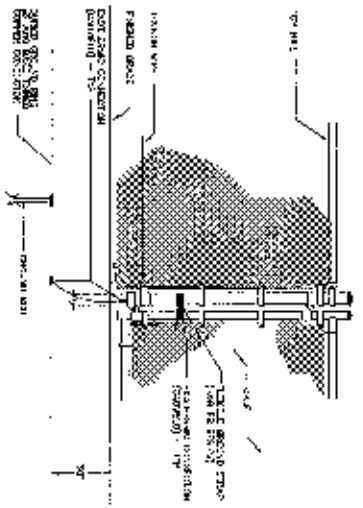
SPS-9
 ELECTRICAL PLAN AND DETAILS



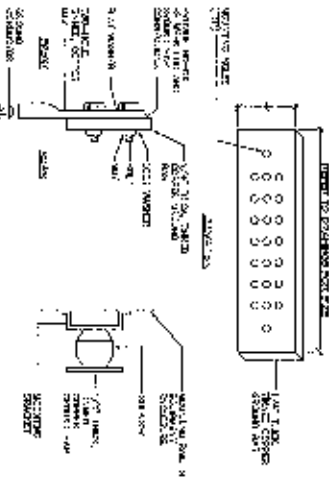
PLANTATION LAKES
 CONSTRUCTION PLANS
 SEWAGE PUMPING STATION No. 8 AND FORCE MAIN
 MILLSBORO, DELAWARE

MPPA
 MEMBER & SERVICE ASSOCIATION, INC.
 1000 N. 10TH ST., SUITE 100
 WASHINGTON, DC 20002
 (202) 462-1000

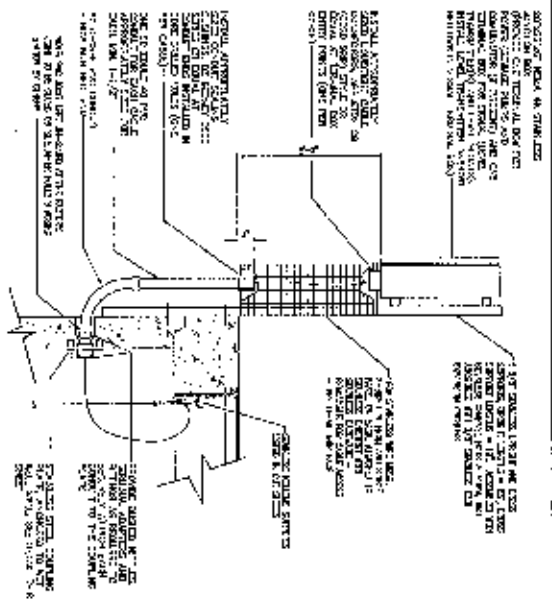
SPS-10
 ELECTRICAL SUBPANELS



FENCE GATE GROUNDING DETAIL
NOT TO SCALE

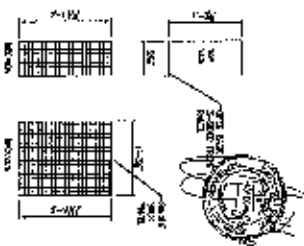


EQUIPMENT GROUND BAR DETAIL
NOT TO SCALE

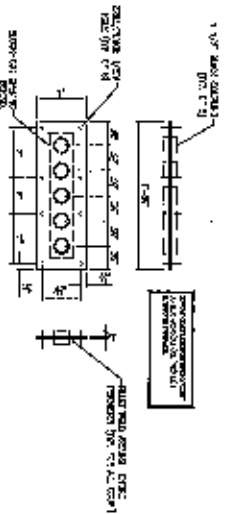


J-BOX SUPPORT & CABLE PROTECTION ASSEMBLY
NOT TO SCALE

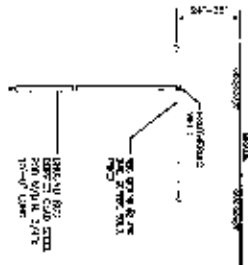
WIRE MESH ASSEMBLY
NOT TO SCALE



ELECTRICAL COUPLING DETAIL
NOT TO SCALE



GROUND ROD DETAIL
NOT TO SCALE



PLANTATION LAKES
CONSTRUCTION PLANS
SEWAGE PUMPING STATION No. 6 AND FORCE MAIN
MILLSBORO, DE LAWARE

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMITS
2	01/11/12	ISSUED FOR CONSTRUCTION
3	03/11/12	ISSUED FOR CONSTRUCTION
4	05/11/12	ISSUED FOR CONSTRUCTION
5	07/11/12	ISSUED FOR CONSTRUCTION
6	09/11/12	ISSUED FOR CONSTRUCTION
7	11/11/12	ISSUED FOR CONSTRUCTION
8	01/11/13	ISSUED FOR CONSTRUCTION
9	03/11/13	ISSUED FOR CONSTRUCTION
10	05/11/13	ISSUED FOR CONSTRUCTION
11	07/11/13	ISSUED FOR CONSTRUCTION
12	09/11/13	ISSUED FOR CONSTRUCTION
13	11/11/13	ISSUED FOR CONSTRUCTION
14	01/11/14	ISSUED FOR CONSTRUCTION
15	03/11/14	ISSUED FOR CONSTRUCTION
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17	07/11/14	ISSUED FOR CONSTRUCTION
18	09/11/14	ISSUED FOR CONSTRUCTION
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20	01/11/15	ISSUED FOR CONSTRUCTION
21	03/11/15	ISSUED FOR CONSTRUCTION
22	05/11/15	ISSUED FOR CONSTRUCTION
23	07/11/15	ISSUED FOR CONSTRUCTION
24	09/11/15	ISSUED FOR CONSTRUCTION
25	11/11/15	ISSUED FOR CONSTRUCTION
26	01/11/16	ISSUED FOR CONSTRUCTION
27	03/11/16	ISSUED FOR CONSTRUCTION
28	05/11/16	ISSUED FOR CONSTRUCTION
29	07/11/16	ISSUED FOR CONSTRUCTION
30	09/11/16	ISSUED FOR CONSTRUCTION
31	11/11/16	ISSUED FOR CONSTRUCTION
32	01/11/17	ISSUED FOR CONSTRUCTION
33	03/11/17	ISSUED FOR CONSTRUCTION
34	05/11/17	ISSUED FOR CONSTRUCTION
35	07/11/17	ISSUED FOR CONSTRUCTION
36	09/11/17	ISSUED FOR CONSTRUCTION
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38	01/11/18	ISSUED FOR CONSTRUCTION
39	03/11/18	ISSUED FOR CONSTRUCTION
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41	07/11/18	ISSUED FOR CONSTRUCTION
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47	07/11/19	ISSUED FOR CONSTRUCTION
48	09/11/19	ISSUED FOR CONSTRUCTION
49	11/11/19	ISSUED FOR CONSTRUCTION
50	01/11/20	ISSUED FOR CONSTRUCTION
51	03/11/20	ISSUED FOR CONSTRUCTION
52	05/11/20	ISSUED FOR CONSTRUCTION
53	07/11/20	ISSUED FOR CONSTRUCTION
54	09/11/20	ISSUED FOR CONSTRUCTION
55	11/11/20	ISSUED FOR CONSTRUCTION
56	01/11/21	ISSUED FOR CONSTRUCTION
57	03/11/21	ISSUED FOR CONSTRUCTION
58	05/11/21	ISSUED FOR CONSTRUCTION
59	07/11/21	ISSUED FOR CONSTRUCTION
60	09/11/21	ISSUED FOR CONSTRUCTION
61	11/11/21	ISSUED FOR CONSTRUCTION
62	01/11/22	ISSUED FOR CONSTRUCTION
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65	07/11/22	ISSUED FOR CONSTRUCTION
66	09/11/22	ISSUED FOR CONSTRUCTION
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69	03/11/23	ISSUED FOR CONSTRUCTION
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74	01/11/24	ISSUED FOR CONSTRUCTION
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81	03/11/25	ISSUED FOR CONSTRUCTION
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83	07/11/25	ISSUED FOR CONSTRUCTION
84	09/11/25	ISSUED FOR CONSTRUCTION
85	11/11/25	ISSUED FOR CONSTRUCTION
86	01/11/26	ISSUED FOR CONSTRUCTION
87	03/11/26	ISSUED FOR CONSTRUCTION
88	05/11/26	ISSUED FOR CONSTRUCTION
89	07/11/26	ISSUED FOR CONSTRUCTION
90	09/11/26	ISSUED FOR CONSTRUCTION
91	11/11/26	ISSUED FOR CONSTRUCTION
92	01/11/27	ISSUED FOR CONSTRUCTION
93	03/11/27	ISSUED FOR CONSTRUCTION
94	05/11/27	ISSUED FOR CONSTRUCTION
95	07/11/27	ISSUED FOR CONSTRUCTION
96	09/11/27	ISSUED FOR CONSTRUCTION
97	11/11/27	ISSUED FOR CONSTRUCTION
98	01/11/28	ISSUED FOR CONSTRUCTION
99	03/11/28	ISSUED FOR CONSTRUCTION
100	05/11/28	ISSUED FOR CONSTRUCTION

SPS-11

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



August 22, 2023

Mr. Jamie Burk, Town Manager
The Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

RE: Plantation Lakes
Sewage Pumping Station No. 6 & Force Main Construction Plans - Asbuilts
Town Project No. CB.02015.11
MRA #19529

Dear Mr. Burk:

This letter is pursuant to your letter dated June 20, 2023, in regard to Verdantas' review of the Plantation Lakes Sewage Pump Station No. 6 and Force Main Construction Plans - Asbuilts. We reviewed all comments and offer the following response to each comment.

Each comment in the Verdantas letter is shown in *italicized text* followed by our written responses.

General Comments:

1. *While the information provided applies to SPS6, only selected sheets were provided from the complete set of construction plans. Provide a complete set of asbuilt plans with the next submittal.*

Response: We have provided the remaining sheets from the Town approved set.

Site Plan, Sheet SPS-5:

1. *While the asbuilt location of sanitary sewer manholes and the wet well are shown on the plan, asbuilt coordinates for these items have not been provided. Revise the plan to include asbuilt coordinates for the sanitary sewer manholes and wet well.*

Response: We have provided the coordinates for MH1 and SPS 6. Note that MH 2 is a part of Section A Record Drawings.

Mechanical Detail, Sheet SPS-8:

1. *While the asbuilt float setting for the secondary high-water alarm has been provided, no additional asbuilt float setting information has been provided. Revise the plans to include asbuilt float setting information for all floats and provide calculations confirming that these settings meet the approved design criteria for the pump station. In addition, clarify why the float setting for the secondary high-water alarm is at a higher elevation than the gravity sewer invert into the pump station.*

Response: Elevations for floats are now provided. After confirmation of float elevations, the HWL float is no longer above the invert of the inlet pipe.

Sanitary Profiles, Sheet UP-1:

2. *The asbuilt rim and invert elevations for SMH 1 differ from the design elevations, however the asbuilt depth measurement to invert was not provided. Revise the profile to provide the asbuilt depth measurement for SMH-1.*

Response: The depth measurement has been revised.

Mr. Jamie Burk, The Town of Millsboro
Plantation Lakes Plan Review – SPS No. 6 & FM Constructions Plans - Asbuilts
August 22, 2023
MRA #19529
Page 2 of 2

If you have any questions or require additional information, please do not hesitate to contact me at (302) 855-5734, or via email at kusab@mragta.com.

Respectfully Submitted,
MORRIS & RITCHIE ASSOCIATES, INC.



Kenneth M. Usab, P.E.
Principal

KMU/amf

Enclosures

CC: David Steele, Lennar
David Hutt, Esq., Morris James
Sharon Cruz, Verdantas

WORKING AGREEMENT

Town of Millsboro Technical Assistance

The Center for Applied Demography and Survey Research (CADSR) through the University of Delaware agrees to provide to:

Sponsoring Agency/ Town of Millsboro (TOM) the following products:

- 1) Town of Millsboro council manic district map

TOM agrees to pay the following amount: = \$5,044

TOM certifies financial support for this project is not federal or federal flow through funding and UD is free of the reporting and audit requirements associated with federal funding (not withstanding any sponsor required reporting detailed in the terms, conditions and scope of work associated with this project).

CADSR shall be paid upon completion of delivery of products listed in this fixed price agreement. Technical assistance will start on December 1, 2023 with all products and services completed by July 31, 2024.

THIS AGREEMENT IS VALID FOR SIXTY DAYS (60) AFTER SIGNING:

TOM AUTHORIZED REPRESENTATIVE

DATE SIGNED

JOHN M. LAZNIK, PROJECT MANAGER
CADSR

DATE SIGNED

EDWARD C. RATLEDGE, DIRECTOR
CADSR

DATE SIGNED

DR. AMY ELLEN SCHWARTZ, DEAN
BIDEN SCHOOL OF PUBLIC POLICY & ADMINISTRATION
UNIVERSITY OF DELAWARE

DATE SIGNED

SCOPE OF WORK

Town of Millsboro Technical Assistance

Deliverable 1: Town of Millsboro council manic district map

Work Description:

CADSR will obtain the 2020 census block redistricting information for the Town of Millsboro from the United States Census Bureau (www.census.gov) and a digital copy of the Town of Millsboro boundary layer. These data layers along with other various base layers will allow CADSR staff to assist the Town Council with the legislative purpose of creating council manic districts for the Town.

BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC)

Developed by UD IPA Grant Assistance Program

Program Description:

“The Building Resilient Infrastructure and Communities (BRIC) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments, and local governments for hazard mitigation activities. It does so with a recognition of the growing hazards associated with climate change, and of the need for natural hazard risk mitigation activities that promote climate adaptation and resilience with respect to those hazards. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future”

“BRIC aims to shift the focus of federal investments away from reactive, post-disaster spending and toward research-supported, proactive investments in community resilience. These investments aim to reduce future disaster losses, including loss of life and property as well as future spending from the Disaster Relief Fund (DRF). BRIC focuses on cost-effective mitigation measures including protecting public infrastructure so that critical services can withstand or more rapidly recover from future disasters, as well as other projects and activities to increase resilience throughout the nation”

- Local governments apply as subapplicants to DEMA, who collects projects and applies for them under one statewide application

ORDINANCE TO AMEND CHAPTER 140, MERCANTILE LICENSING, BY REVISING §§ 140-1, 140-3, 140-4 AND 140-13 TO ESTABLISH A SINGLE DAY LICENSE AND SINGLE DAY LICENSE FEE.

WHEREAS, in recent months, the Town has received many comments and, in some instances complaints, regarding the need for persons engaged in limited business activities within the Town to obtain and pay the full fee for an annual license pursuant to Chapter 140, Mercantile Licensing, of the Town Code; and

WHEREAS, as an accommodation to those engaged in limited business activities, and who do not anticipate conducting business more than one or two days during a calendar year, the Town Manager for the Town has recommended that the Town Council allow for the issuance of a single day license, the fee for which will be an amount equal to 25% of the annual license fee set annually by resolution of the Town Council; and

WHEREAS, in order to implement the Town Manager's recommendation, amendments to §§ 140-1, 140-3, 140-4 and 140-13 of Chapter 140, Mercantile Licensing, of the Town Code, will be necessary; and

WHEREAS, the Town Council finds that the Town Manager's recommendations will benefit the residents, vendors and businesses in the Town.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Town of Millsboro, in session met, a quorum pertaining thereto at all times, that **Chapter 140, Mercantile Licensing**, be and is hereby amended as follows:

Item 1:

Amend § 140-1. **Applicability**, by revising said section as follows (removed language is stricken through; new language is underlined):

No person shall operate, maintain or otherwise engage in any business, occupation or activity designated hereafter in this chapter without first obtaining an annual license or a single day license from the Town.

Item 2:

Amend § 140-3. **Annual fee**, by revising the title thereof and by adding a new subparagraph D. thereto, so that said section shall now read as follows (removed language is stricken through; new language is underlined):

§ 140-3. Annual fee; single day fee

- A. Any person engaged, for profit, in selling any and all merchandise and/or given commodities and/or providing facilities, services and/or food service

within the Town at or from any given establishment shall pay an annual license fee to the Town in such amount as shall be set annually by resolution of the Town Council.

- B. Any person engaged, for profit, in renting rooms, private houses, apartments, condominium units, townhouse units, living units, motel rooms and/or hotel rooms within the Town shall pay an annual fee to the Town in such amount as shall be set annually by resolution of the Town Council for each room, private house, apartment, condominium unit, townhouse unit, living unit, motel room and/or hotel room owned and/or operated by such person.
- C. Solicitors and/or peddlers and/or hawkers, whether on foot, by motor vehicle or by some other mode/method of delivery and/or transportation, engaged in selling any kind of merchandise and/or commodities upon the streets and/or sidewalks and/or other area of the Town open to the public shall pay an annual fee to the Town in such amount as shall be set annually by resolution of the Town Council.
- D. Any person engaged, for profit, in selling any and all merchandise and/or given commodities and/or providing facilities, services and/or food service within the Town at or from any given establishment on a single calendar date shall pay a license fee to the Town in an amount equal to 25% of the annual license fee set annually by resolution of the Town Council.

Item 3:

Amend § 140-4, **Applications**, by revising said section as follows (removed language is stricken through; new language is underlined):

Applications for licenses pursuant to this chapter shall be made annually ~~or, if applying for a single day license, at least one (1) business day before the planned work date,~~ and shall be addressed to the town in writing and verified by oath or affirmation signed by the applicant. Each applicant shall give the following information:

- A. The home and business address of the applicant. If applying for a single day license, the location of the planned work.
- B. If the applicant is a partnership, the names and addresses of the individuals composing the partnership.
- C. If the applicant is a corporation, limited liability company or other artificial entity, the names and addresses of the principal officers, authorized members or manager(s) of the corporation.

- D. A full description of the nature of the business or enterprise for which the license is required.
- E. A statement that the applicant has complied with all laws and ordinances of the Town of Millsboro. Falsification or misrepresentation of any statement or activity or the nonpayment of fees, taxes and/or assessments shall subject the applicant to denial or revocation of the license.
- F. For establishments engaged in the sale of alcoholic liquor for on- or off-premises consumption, such application shall contain a statement under oath that the business or establishment for which said license is sought does and/or will, at all times during which the license is in effect, conform to the documentation so submitted.
- G. Authorization for the town, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license; such authority shall include consent for entry upon and into the establishment for purposes of determining compliance with all applicable federal, state and local statutes, ordinances and regulations.
- H. A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true and correct, with said application being duly dated and signed in the town.

Item 4:

Amend § 140-13, **License required annually**, by revising the title thereof and by revising said section so that it shall now read as follows (removed language is stricken through; new language is underlined):

§ 140-13. License required annually; prior to planned work date.

Annual licenses must be obtained prior to opening, starting or continuing any business, occupation or activity as described in this chapter for any license year. Single day licenses must be obtained prior to the planned work date.

I, Kimberley M. Kaan, Secretary of the Town Council of the Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of an Ordinance passed by the Town Council at its Regular Meeting held on January 2, 2024, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

Kimberley M. Kaan, Secretary

ORDINANCE TO AMEND CHAPTER 200, VEHICLES AND TRAFFIC, ARTICLE V, SCHEDULES, §200-31. SCHEDULE VII: PARKING PROHIBITED AT ALL TIMES, OF THE TOWN CODE TO REMOVE THE REFERENCE TO ALL AREAS WITHIN 30 FEET OF THE STOP SIGNS LOCATED ON PUBLIC, TOWN-OWNED STREETS IN THE PLANTATION LAKES DEVELOPMENT.

WHEREAS, on November 18, 2018, the Town Council amended Chapter 200, Vehicles and Traffic, Article V, Schedules, §200-31. Schedule VII: Parking Prohibited at All Times, of the Town Code to prohibit parking within 30 feet of all stop signs located on the public, Town-owned streets in the Plantation Lakes development; and

WHEREAS, the Parking Committee appointed by the Mayor of the Town Council on August 1, 2023, has recommended to the Town Council that the above-described amendment of Chapter 200, Vehicles and Traffic, Article V, Schedules, §200-31. Schedule VII: Parking Prohibited at All Times, of the Town Code should be deleted because, in the opinion of the Parking Committee, parking regulations should not be neighborhood specific and because State law already prohibits parking within 30 feet of stop signs; and

WHEREAS, the Town Council accepts the Parking Committee's recommendation, determining that it is in the best interest of the Town and its residents not to have parking regulations in the Town Code that are neighborhood specific and, rather, it is best to rely upon State law with regard to parking within 30 feet of stop signs.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Millsboro, in session met, a quorum pertaining at all times thereto, that Chapter 200, Vehicles and Traffic, Article V, Schedules, §200-31. Schedule VII: Parking Prohibited at All Times, of the Town Code be and is hereby amended by deleting the following language therefrom (all deleted language is stricken through):

Name of Street	Side	Location
All public, Town-owned streets in the Plantation Lakes development	All sides/directions	Within 30 feet of all stop signs

I, Kimberley M. Kuan, Secretary of the Town Council of the Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Town Council at its Regular Meeting held on January 2, 2024, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

Kimberley M. Kuan, Secretary

ORDINANCE TO AMEND THE TOWN CODE OF THE TOWN OF MILLSBORO, CHAPTER 206, WATER, BY ADDING TO THE END THEREOF A NEW ARTICLE VIII, CROSS-CONNECTION CONTROL.

WHEREAS, the Mayor and Town Council have determined that it is in the best interests of the Town and its citizens to adopt a comprehensive and effective cross-connection control program to ensure that the potable public water supply of the Town is of a high quality, to ensure that public health is protected, and to comply with the safe drinking water regulations imposed by the State of Delaware; and

WHEREAS, certain Cross-Connection Control (CCC) regulations found in 16 Del.C. § 4462, State of Delaware, *Regulations Governing Public Drinking Water Systems*, § 21.0 took effect on February 1, 2021; and

WHEREAS, because all public water systems governed by the CCC regulations must comply with said regulations by February 1, 2024, the Mayor and Town Council have determined that certain amendments to the Code of the Town of Millsboro, Chapter 206, Water, are necessary.

NOW THEREFORE BE IT ORDAINED by the Mayor and Town Council of the Town of Millsboro, in session met, a quorum pertaining thereto at all times, that the Code of the Town of Millsboro, Chapter 206, Water, be and is hereby amended by adding to the end thereof a new Article VIII, Cross-Connection Control, which shall read as follows:

**ARTICLE VIII
Cross Connection Control**

§ 206-26. Purpose.

The purpose of this article is to adopt a comprehensive and effective cross-connection control program to ensure that the potable public water supply of the Town is of a high quality, to ensure that public health is protected, and to comply with the safe drinking water regulations imposed by the State of Delaware.

§ 206-27. Cross Connection Control Plan adopted.

The Town of Millsboro hereby adopts by reference the Town of Millsboro Cross Connection Control Plan, in conformance with the Delaware Department of Health and Social Services (DDHSS), Division of Public Health (Division), 16 Del. C. § 4462, Section 21.0 Cross Connection Control, as may be updated and amended from time to time and which is incorporated herein by reference. Compliance with the manual and the cross-connection program contained therein is hereby required.

§ 206-28. Surveys.

It shall be the duty of the Town to cause surveys to be made of all properties served by the public water system of the Town where cross connections with the public water supply is deemed possible. The frequency of surveys and resurveys based on potential health hazards involved shall be as established by the Town and as approved by the Division.

§ 206-29. Right to enter.

Representatives of the Town shall have the right to enter, at any reasonable time, any property served by a connection to the public water system of the Town for the purpose of surveying and inspecting the piping system or systems thereof for cross connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the Town representative any pertinent information regarding the piping system or systems on such property. A refusal to provide such information or a refusal to provide access, when requested, shall be deemed evidence of the presence of cross connection.

§ 206-30. Discontinuation of service.

The Town is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this ordinance exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this article.

§ 206-31. Backflow prevention assemblies.

All testable backflow prevention assemblies shall be tested initially upon installation, repair or relocation to be sure that the assembly is working properly. Subsequent testing of assemblies shall be performed on an annual basis as required by the Town and in accordance with Division requirements. Only individuals who are approved and State of Delaware certified shall be qualified to perform such testing. That qualified individual(s) shall certify the results of his/her testing.

§ 206-32. Protection; posting of water outlets not supplied by Town system.

The potable water supply made available on the properties served by the public water supply of the Town must be protected from possible contamination as specified by this article, by the State of Delaware, and by any plumbing ordinance or regulations imposed by the Town. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable, public water supply system of the Town must be labeled in a conspicuous manner as:

**WATER UNSAFE
FOR DRINKING**

§ 206-33. Supplementary provisions.

The provisions of this article do not supersede the state plumbing code and any plumbing ordinances or regulations imposed by the Town but, rather, the provisions of this article are supplementary to the foregoing.

§ 206-34. Violations and penalties.

Any person or customer who violates any of the provisions of this article, or any written order of the Town in pursuance thereof, shall be subject to monetary penalties in such amount per violation as shall be set annually by resolution of the Town Council. Each day upon which a violation of the provisions of this article shall occur shall be deemed a separate and additional violation for the purpose of this article. Penalties assessed pursuant to this subparagraph shall be considered civil penalties and any action brought for the recovery of the penalties by the Town shall be brought in any civil court of competent jurisdiction.

I, Kimberley M. Kaan, Secretary of the Town Council of the Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of an Ordinance passed by the Town Council at its Regular Meeting held on January 2, 2024, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

Kimberley M. Kaan, Secretary

RESOLUTION ADOPTING A CROSS-CONNECTION CONTROL PLAN PURSUANT TO THE CODE OF THE TOWN OF MILLSBORO, CHAPTER 206, WATER, ARTICLE VIII, CROSS CONNECTION CONTROL, § 206-27, CROSS CONNECTION CONTROL PLAN ADOPTED.

WHEREAS, pursuant to the Code of the Town of Millsboro, Chapter 206, Water, Article VIII, Cross Connection Control, § 206-27. Cross Connection Control Plan adopted, the Town Council may adopt, update and amend from time to time, by resolution, a Cross Connection Control Plan in force and effect for the Town; and

WHEREAS, certain Cross-Connection Control (CCC) regulations found in 16 Del.C. § 4462, State of Delaware, *Regulations Governing Public Drinking Water Systems*, § 21.0 took effect on February 1, 2021; and

WHEREAS, because all public water systems governed by the CCC regulations must comply with said regulations by February 1, 2024, the Mayor and Town Council have determined that it is necessary to adopt a Cross Connection Control Plan for the Town.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Millsboro that, pursuant to the authority set forth in the Code of the Town of Millsboro, Chapter 206, Water, Article VIII, Cross Connection Control, § 206-27. Cross Connection Control Plan adopted, the Town Council hereby adopts the “Cross Connection Control Plan for Town of Millsboro” prepared by HydroCorp, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

I, Kimberley M. Kaan, Secretary of the Town Council of the Town of Millsboro, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by the Town Council at its Regular Meeting held on January 2, 2024, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

Kimberley M. Kaan, Secretary

Section 35:6 Employees Required to have a Commercial Driver's License

Each employee who operates any Town-owned vehicle must have a valid driver's license and must be of insurable status. In addition, Public Works Maintenance Department employees who hold a valid commercial driver's license (CDL) along with a valid medical examiner card for Town use will be compensated at a rate of \$50.00 per month payable in a lump sum at the end of the fiscal year prorated per month that they held the CDL during that fiscal year. hired after 7/1/2019 are required to have a CDL license upon completion of three (3) months of employment if the driving of a vehicle is required in his or her job description. Any employee who loses the right to drive is prevented from fully executing his or her duties and may be terminated. This, in turn, reduces the Town's ability to provide its citizens with the most efficient and effective delivery of public services.

The Town will cover the cost of the CDOL-related DOT physicals, up to a maximum of \$80.00 per occurrence, up to two times per fiscal year, when an employee is required to have a GDL.

Any employee whose duties require a commercial driver's license holds a (CDL) for Town use is subject to random drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials.

~~The Town will cover the cost of COL-related DOT physicals, up to a maximum of \$80.00, when an employee is required to have a GDL.~~

~~Each employee who operates any Town-owned vehicle must have a valid driver's license and must be of insurable status. In addition, Maintenance Department employees hired after 7/1/2019 are required to have a CDL license upon completion of three (3) months of employment if the driving of a vehicle is required in his or her job description. Any employee who loses the right to drive is prevented from fully executing his or her duties and may be terminated. This, in turn, reduces the Town's ability to provide its citizens with the most efficient and effective delivery of public services.~~

Proposed New & Amended Definitions:

1. New definition: added in 210 Terms Defined.

Impervious Surfaces means a hard surface area which prevents or retards the entry of water into the soil mantle and/or causes water to run off the surface in greater than natural quantities or at an increased rate. Impervious surfaces include, but are not limited to, rooftops, walkways, patios, pavers, decks, swimming pools, driveways, parking lots, concrete or asphalt paving, or other surfaces which similarly impede the infiltration of stormwater.

Current: no Town Code definition.

2. New Definition: added in 210 Terms Defined.

Lot Coverage means that percentage of a lot area covered by the principal building, accessory buildings, similar covered structures, walkways, patios, pavers, driveways, concrete or asphalt paving, swimming pools, decks, and other impervious surfaces.

Current: no Town Code definition

3. New Definition: replace / amend current definition in 210 Terms Defined.

Structure means anything constructed, assembled, or erected for occupancy, use, or ornamentation which requires *more or less permanent* location on the ground or attachment to something having such location on the ground, including, but not limited to, buildings, walkways, patios, pavers, driveways, concrete or asphalt paving, fences, tanks, towers, signs, advertising devices, decks, retaining walls, porches, swimming pools, and firepits.

Current: Anything constructed, assembled, or erected which requires location on the ground or attachment to something having such location on the ground, including buildings, fences, tanks, towers, signs, and advertising devices.

4. New Definition: added in 210 Terms Defined.

Utility & Drainage Easements means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes and installing or maintaining utilities across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities and stormwater management.

Current: no Town Code definition.

5. New definition: added in 210 Terms Defined.

Drainage Conveyance System means an artificial or natural waterway or low-lying stretch of land that gathers and conveys stormwater or runoff, and is generally vegetated for soil stabilization, stormwater pollutant removal, and infiltration.

Current: no Town Code definition.

6. New definition: added in 210 Terms Defined.

As-Built Survey means a survey conducted and shown on a drawing prepared and sealed by a Registered Surveyor and/or Engineer indicating information such as, but not limited to, actual dimensions, elevations, and locations of any structures and their components, easements, setbacks, lot coverage from impervious surfaces, underground utilities, roads, other infrastructure and facilities after construction has been completed.

Current: no Town Code definition.

7. New definition: added in 210 Terms Defined.

Post Construction Verification Documents means Engineering or Site plans or drawings that document the actual locations, dimensions, and elevations of the improvements, and building components, and changes made to the original design plans. Also referred to as "As-Built Plans."

Current: no Town Code definition.

8. New definition: added in 210 Terms Defined.

Drainage Obstruction means any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris placed or erected in a drainage conveyance system, or within a drainage easement, that would limit or alter the functioning of the conveyance system or easement. Such obstructions shall be prohibited.

Current: no Town Code definition.

Other Issues that need addressed:

I. Outdoor Gas Appliances – Running a gas line to the exterior of the house for gas grills, outdoor kitchens, and gas fireplaces should be inspected for conformance with the currently adopted code.

A. 2021 IRC Section G2415.12.1 (404.12.1) states that individual lines to outdoor lights, grills, and other appliances shall be installed not less than 8 inches (203 mm) below finished grade, provided that such installation is approved and is installed in locations not susceptible to physical damage.

2. Vertical Clearance Above Cooking Top – No vertical space less than 24 inches should be allowed above a household cooking appliance.

A. 2021 IRC Section G244.7 (623.7) outlines the requirement for this.

3. No Approved Construction Documents on Site – One set of approved construction documents should be kept at the site of work.

A. 2021 IRC Section R106.3.1 states one set of approved construction drawings shall be retained by the Building Official. The other set shall be returned to the applicant, be kept at the site of work, and shall be open to inspection by the Building Official or a duly authorized representative.

Proposed Changes to Current Standards & Code

1. Requiring a Final As-Built Survey for all New Construction (this would include additions to a previous built home) – Have the builders provide a final As-Built Survey that at the very least shows dimensional data and location of all structures, lot coverage, and easements of the lot the home is built on. This should be a survey conducted after all construction on the lot is finished. The survey should be provided to AECOM at the time of his final inspection, a C/O should NOT be issued without one, and AECOM should upload the survey to GovPilot as part of their final inspection.

Reasoning: Having this survey will help in regulating lot coverage and setback issues. We can use this survey anytime a permit application is applied for to double-check projects on the property with the Town code. Right now, we get a muddy site survey / plot plan with multiple lots with little to no data to work with. This makes determining whether the project complies with the Town code difficult. A survey will take the guess work out.

Proposed Code Language: Upon completion of the project, the Builder shall provide the Town of Millsboro with an “as-built” survey of the Property showing the actual dimensions, elevations, and locations of any structures and their components, easements, setbacks, lot coverage including impervious surfaces, underground utilities, roads, and other infrastructure and facilities. The survey shall comply with the minimum standards as adopted by the ALTA / ACSM / NSPS 2021 standards. **Add to Article V General Provisions – As-Built Survey for all New Construction – 210-53**

2. Not Allowing any Structures to be Built in the Setbacks (with exceptions) –

Reasoning: Pavers are not temporary structures with how they are being laid. They have at least 4 inches of hardpacked substrate, 3-4 inches of pavers, and stone dust or cement dust filling the seams. There is no way water is penetrating these structures. Limiting structures in the setbacks will at least allow for some natural drain-off of water. If two neighbors build paver patios to the property line, then there is nowhere for the water to go because you are left with a concrete pad essentially covering the entirety of both their back yards.

Proposed Code Language: No building, structure, or impervious surface or portion thereof shall be erected closer to the property line or street right of way than the building set back lines shown on the plot, survey, or subdivision plan. Exceptions would be 18 inches of encroachment for bay windows and chimneys (front, side, and rear setbacks) and 5 feet for steps (front and rear setbacks). **Add to Article V – General Provisions – Setbacks – 210-54**

3. Not Allowing any Structures or Landscaping in any Easements (with one exception) - this goes along with the previous entry. No need to reiterate the same information. The one exception would be open rail fences. No solid panel fences would be approved.

Reasoning: The easements were designed into the site plan for a reason. To move water from point A to point B. If we allow any development of the easements, the water conveyance and design of the easement has been altered and changed which can result in erosion, flooding, and sedimentation in areas that previously would have been untouched by the water run-off.

Proposed Code Language: Obstruction of any drainage conveyance system, or drainage and utility easement shall be prohibited; furthermore, no person shall place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into any drainage conveyance system, or drainage and utility easement, that would limit or alter the functioning of the conveyance or easement. A fence installed in or passing through a drainage and utility easement will be the only exception. **Add to Article V – General Provisions – Easements – 210-55**

Other AECOM Concerns:

1. Not Allowing Engineer's Reports (Unless a Last Resort) – We have received multiple Engineer Reports that have a lot to be desired with the quality of work and assessment of the issues they were employed to write an opinion on. Multiple Engineer's have written recommendations that directly violate the Building Codes. One such case was carried out while the Engineer was on vacation and was not even aware of the situation in which his name was being used by the Builder.

Change: No Engineer's Report should be accepted on New Construction unless all other avenues have been exhausted. I would like to start getting the manufacturers involved in assessment of their products (trusses, engineered systems, etc.). Their opinion / assessments should carry more weight in the decision of whether an installation of their product is acceptable and structurally sound. We have seen trusses completely altered due to sistering and scabbing and we have seen engineered panels that have not been installed properly with 'repairs' holding them together.

Definition of Structure :

Most other municipalities included the word "permanent" in their *structure* definition. The language is similar to Millsboro's current definition, however, their definition does not include "permanent."

For example, some defined *structure* as "Anything constructed or erected, including any part thereof, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground" OR "Anything constructed or erected, the use of which requires more or less permanent location on the ground."

Millville: "Anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having a fixed location on the ground. Among other things, structures include buildings, walls, fences, patios, signs, pools, porches, decks, and pavers; for purposes of setbacks, structures do not include driveways, front yard sidewalks or front yard pathways less than five feet in width."

Potential solution: 1) add the word "permanent" before firepit, or 2) include a phrase at the beginning of the definition that requires all structures to be permanent.

Impervious surface:

The following are a few communities and their max lot coverage percentages for their residential districts:

- Georgetown: 65% for MR1 Multifamily Residential District and the MR2 Townhouse Residential District.
- Lewes, DE: 60% for R-1, 65% for R-2 and R-2(H), 65% for R-3 and R-3(H), 65% for R-4 and R-4(H) Dwellings, Detached, and 60% for R-4 and R-4(H) Dwellings, Two-Family. R-5 percentages vary based on whether the dwelling is attached, detached, multi-family, townhouse, etc.

Zoning Code	OS	R-1	R-2 and R-2(H)	R-3 and R-3(H)	R-4 and R-4(H)	
Zoning Description	Open Space	Suburban	Residential Low-Density and Residential Low-Density (Historic)	Residential Beach and Residential Beach (Historic)	Residential Medium-Density and Residential Medium-Density (Historic)	
Dwelling Unit Type	All Structures	All Structures	All Structures	All Structures	Dwelling, Detached	Dwelling, Two-Family
Setbacks (feet)						
Front yard	N/A	35	30 or EBL	25 or EBL	Minimum: EBL Maximum: EBL + 10 No EBL: 15	20
Side yard	N/A	15	8	8	8	10
Rear yard	N/A	25	15	15	15	15
Maximum building height (feet)						
FEMA flood zones AE and VE	N/A	34	34 or EBH	34 or EBH	34 or EBH	34
All other locations	N/A	30.5	30.5 or EBH	34 or EBH	30.5 or EBH	30.5
Maximum number of stories	N/A	3		3	3	3
Maximum lot coverage	N/A	60%	65%	65%	65%	60%
Main structure (up to)	N/A	50%	50%	50%	50%	50%

Zoning Code	R-5 Mixed Housing					LC and LC(H) Limited Commercial and Limited Commercial (Historic)
Zoning Description						
Dwelling Unit Type	Dwelling Attached	Dwelling Detached	Dwelling Multiple-Family	Dwelling Townhouse ⁷	Dwelling Two-Family	All Structures
Maximum number of stories	3	3	3	3	3	3
Maximum units per structure	10					
Maximum lot coverage	60%	65%	60%	60%	60%	70%
Main structure (up to)	50%	50%	50%	50%	50%	

- Milford: 40% for R-1, 40% for R-2, and 40% for R-3 Garden Apartment and Townhouse District
- Millville: Residential District, "All accessory buildings and principal buildings shall not exceed the maximum lot coverage of 45% as stated in § 155-10E(1)(b)."
- Rehoboth: 35% for R-1(S) and 40% for R-1 and R-2; 10% maximum area of accessory structures for all residential districts
 - In R-1(S), R-1 and R-2 districts, a minimum of 50% of the gross lot area and 50% of the front yard setback area of every building lot shall remain as natural area

Millville:

Private Walkway – a walking surface made from removable items such as pavers, cobblestone, bricks, slate, or any combination thereof, placed on a pervious base running parallel along the side of the house either from front toward the back or back toward the front being a width not to exceed three feet and not dedicated to the public.

MISC BILLINGS - NEW BALANCE					
12/31/2023					
Date	Acct	Name	Amount	Rpt Code	
6/6/2023	123	Morris & Ritchie Associates	1.88	GenMis	
9/11/2023	324	U-33 Associates, LLC	9.54	GenMis	
9/11/2023	324	KRA	16.44	GenMis	
10/12/2023	624	KRA	16.44	GenMis	
10/12/2023	624	KRA	43.19	GenMis	
10/12/2023	624	Decker Morgan Group	24.33	GenMis	
10/12/2023	624	Decker Morgan Group	17.89	GenMis	
11/13/2023	624	Decker Morgan Group	6.36	GenMis	
11/13/2023	624	Decker Morgan Group	6.19	GenMis	
11/27/2023	324	KCA	6.16	GenMis	
11/27/2023	324	KCA	42.19	GenMis	
12/5/2023	624	Millwood Village	38.29	GenMis	
		GEN MISC TOTAL	192.30		
7/1/2022	Rpt	Rec'd	4,320.00	Fl.1a Ft	
7/1/2023	124	Lanny Alu	578.00	Jan Railroad	
7/1/2023	124	Lanny Alu	578.00	Feb Railroad	
7/1/2023	124	Lanny Alu	578.00	Mar Railroad	
7/1/2023	124	Lanny Alu	578.00	Apr Railroad	
7/1/2023	124	Lanny Alu	578.00	May Railroad	
7/1/2023	124	Lanny Alu	578.00	June Railroad	
7/1/2023	124	Greater Millsboro Chamber of Com	600.00	Jan - Main St	
7/1/2023	124	Greater Millsboro Chamber of Com	600.00	Feb - Main St	
7/1/2023	124	Greater Millsboro Chamber of Com	600.00	Mar - Main St	
7/1/2023	124	Greater Millsboro Chamber of Com	600.00	Apr - Main St	
7/1/2023	124	Greater Millsboro Chamber of Com	600.00	May - Main St	
7/1/2023	124	Greater Millsboro Chamber of Com	600.00	June - Main St	
		RENT FEE TOTAL	11,570.00		
3/11/2023	524	Knotwood Development	1,650.43	Alcoholleaf	
6/11/2023	524	Lewis, Bowen & Tolsted	2,073.00	Poster Comm	
11/15/2023	624	Millwood Acq	2,538.00	Westlawn Village	
12/6/2023	624	Decker Morgan Group	2,725.75	Perkinsville Cray	
12/6/2023	624	Lennar	288.34	Plantation Lakes	
12/6/2023	624	Lennar	30,725.28	Dilatation Lakes	
12/6/2023	624	Lennar	471.36	Plantation Lakes	
12/6/2023	624	Millwood Acq	1,178.60	Westlawn Village	
		ENGINEERING FEE TOTAL	41,473.28		
5/28/2015	1115	Dana Sampson - Kairao	130.00	1115 Houston Arms rd 3	
10/23/2023	424	George Holroyd	40.00	312 Branch Way	
10/24/2023	424	Harbor LINK, LLC	3,580.00	21203 Kill Chase	
10/24/2023	424	Sandra Riccon	260.00	310 Branch Way	
11/15/2023	424	Work	3,529.43	State/Delaware Ave	
11/28/2023	324	Kary Zeman	260.00	203 Kagnon Dr	
		MTR/PRTS TOTAL	15739.95		
2/19/2013	815	Korean & Karen Coffey	100.00	23527 Tristan Lane 2/16/2013	
		ON/OFF MTR TOTAL	100.00		
2/7/2020	320	Arcadia	104.45	Church St	
6/21/2022	1221	Tonald Trucking	228.71	Old Landing rd & Mitchell	
11/15/2023	324	ABC Farms	386.23	White Farm Plantain	
		SEWER REVENUE TOTAL	1,321.36		
		GRAND TOTAL	70,396.89		
NEW BALANCE		DEBITS	CREDIT	Missed on NOVEMBER RPT	OLD BALANCE
70,396.89		764,640.19	822,614.42	-1076.70	119,291.42

Town of Millisboro
Building Permits
December, 2023

Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-011159	MARYANNE MACVICAR	30081 PLANTATION DR	4' WHITE VINYL PRIVACY FENCE w/1 GATE	RPC	10765	03301	\$3,975.00	\$100.00
B-011161	LENCRAFT, LLC	34269 GRAHAM CIRCLE	THE DORCHESTER	RPC	03082	05899	\$705,452.19	\$2,522.00
B-011164	LENCRAFT, LLC	34212 GRAHAM CIRCLE	THE LAUDERDALE	RPC	03082	05856	\$381,840.33	\$1,481.00
B-011156	JONATHAN BROST	25023 ASPEN CIR	4' HIGH 3 RAIL VINYL FENCE w/2 GATES	RPC	11525	03935	\$3,463.00	\$100.00
B-011163	LENCRAFT, LLC	24266 CHARLESTON LN	THE LAUDERDALE	RPC	03082	05840	\$381,840.33	\$1,481.00
B-011165	LENCRAFT, LLC	24262 CHARLESTON LN	THE JESSUP	RPC	03082	05837	\$435,753.57	\$1,643.00
B-011167	LENCRAFT, LLC	24255 CHARLESTON LN	THE LAUDERDALE	RPC	03082	05832	\$381,840.33	\$1,481.00
B-011166	LENCRAFT, LLC	24256 CHARLESTON LN	THE JESSUP	RPC	03082	05833	\$435,753.57	\$1,643.00
B-011160	LENCRAFT, LLC	34261 GRAHAM CIRCLE	THE DOVER	RPC	03082	05892	\$639,666.42	\$2,390.00
B-011162	LENCRAFT, LLC	34273 GRAHAM CIRCLE	THE CAPTIVA	RPC	03082	05892	\$639,666.42	\$2,390.00
B-011170	DEREK N. ADAMS	25323 SHELBY CT	4' BLACK ALUMINUM FENCE w/2 GATES	RPC	07366	02610	\$4,100.00	\$105.00
B-011168	LENCRAFT, LLC	37116 HAVELOCK CT	10x12 SCREEN PORCH	RPC	03082	05790	\$7,020.00	\$120.00
B-011154	PAUL/MICHELE SNYDER	29228 MAYESVILLE WAY	CONVERT SCREEN PORCH INTO 3-SEASON ROOM	RPC	06834	02809	\$45,650.00	\$160.00
B-011157	BIRGE TODD SELBY	8 KYLE CIR	NEW SINGLE WIDE MANUFACTURED HOME	MH	10913	00055	\$50,000.00	\$330.00
B-011169	ROBERT KETTERER	25 ABBY RD	SOLAR PANELS	MR	10063	00973	\$2,860.00	\$95.00
B-011171	WAYNE A LEE	29458 PEMBROKE LN/DG	ADD FRONT PORCH RAILINGS	RPC	07924	04476	\$720.00	\$50.00
B-011152	LENCRAFT, LLC	37150 HAVELOCK CT	10x12 DECK w/STAIRS	RPC	03082	05785	\$6,570.00	\$115.00
B-011158	WILSON CAMPBELL	60 KYLE CIR	NEW SINGLE WIDE MANUFACTURED HOME	MH	01399	00048	\$50,000.00	\$330.00
B-011155	RICHARD O CLARK	29421 PEMBROKE LN/DG	REMOVE/REPLACE FRONT STEPS	RPC	09099	04524	\$3,300.00	\$100.00
B-011153	LENCRAFT, LLC	37159 HAVELOCK CT	12x13 SCREEN PORCH w/STAIRS	RPC	03082	05785	\$9,200.00	\$130.00
B-011143	ROBERT HAINES	33236 CLAREMONT CT	16x12 3-SEASON ROOM	RPC	11232	05547	\$55,243.00	\$434.00
B-011148	JEANETT TARANTO	35268 WRIGHT WAY	6x20 2ND FLOOR DECK EXTENSION, 4x6 TRASH ENCLOSURE	RPC	10804	05371	\$6,995.00	\$115.00
B-011190	HARRY WALLACE	35411 WRIGHT WAY	6' WHITE VINYL PRIVACY FENCE w/1 GATE	RPC	10740	05512	\$3,043.00	\$100.00
B-011189	STACY BEYER	24242 CHARLESTON LN	4' WHITE VINYL PICKET FENCE w/1 GATE	RPC	11634	05928	\$4,153.00	\$105.00
B-011178	DYLAN EBKE	36084 AUBURN WAY	6' WHITE VINYL FENCE w/1 GATE	RPC	11179	05109	\$2,935.00	\$95.00
B-011195	LENCRAFT HOMES	34251 GRAHAM CIR	THE DORCHESTER	RPC	03082	05886	\$705,442.83	\$2,522.00
B-011193	CALEB MILLSBORO, LLC	25032 ASPEN CIR	THE GRAND BAHAMA	RPC	08514	03892	\$371,102.67	\$1,460.00
B-011194	CALEB MILLSBORO, LLC	25077 ASPEN CIR	THE GRAND BAHAMA	RPC	08514	05647	\$252,553.94	\$1,094.00
B-011197	LENCRAFT HOMES	34289 GRAHAM CIR	THE DORCHESTER	RPC	03082	05905	\$705,452.19	\$2,522.00
B-011198	DOUGLAS ELLIS	35302 WRIGHT WAY	MODIFY DRIVEWAY EXTENSION AND REAR PATIO	RPC	10947	05415	\$1,700.00	\$90.00
B-011173	KIMBERLY SOULEN	37030 HAVELOCK CT	WIDEN FRONT STEPS, ADD PAVERS TO STEPS, ADD HAND RAIL	RPC	11473	05809	\$5,000.00	\$105.00
B-011179	SERGIO FERNANDEZ	35198 WRIGHT WAY	4' BLACK ALUMINUM FENCE w/1 GATE	RPC	10402	05114	\$3,995.00	\$100.00
B-011188	TIMOTHY CROWLEY	33413 HICKORY ST	4' BLACK ALUMINUM PICKET FENCE w/1 GATE	RPC	10907	05574	\$2,468.00	\$95.00
B-011192	LENARD NICHOLSON	31343 OLNEY WAY	11x16 STAMPED CONCRETE PATIO, 70x3 CONCRETE WALKWAY	RPC	10343	05618	\$6,968.00	\$115.00
B-011177	GABRIELE DOLANSKY	33422 HICKORY ST	WARRANTY WORK ON SIDING	RPC	11138	05566	\$1,000.00	\$50.00
B-011186	PAUL QUIRLE	31160 OLNEYWAY	4' WHITE VINYL PICKET FENCE w/1 GATE	RPC	09952	05215	\$4,750.00	\$105.00

Total Permits = 51
New Home = 15
Residential Renovations = 35
Commercial = 1

Town of Millsboro
 Building Permits
 December, 2023

Permit #	Owner Name	Property Address	Work Description	Zoning	Dist #	Tax#	Work Cost	Permit Fee
B-011181	WILLIAM A ANDERSON	32047 MADISON ST	4x6 TRASH ENCLOSURE w/2 GATES	RPC	09625	05192	\$1,700.00	\$90.00
B-011174	ALLEN DODSON	34243 RICHMOND RD	WARRANTY WORK ON SIDING	RPC	10961	05685	\$3,100.00	\$100.00
B-011176	ROBERT GRANTON	34229 RICHMOND RD	WARRANTY WORK ON SIDING	RPC	10921	05683	\$3,100.00	\$100.00
B-011175	MITCHEL COHEN	34228 RICHMOND RD	WARRANTY WORK ON SIDING	RPC	10960	05701	\$1,700.00	\$90.00
B-011172	GEORGE WILSON	35367 WRIGHT WAY	4x7 TRASH ENCLOSURE w/GATE	RPC	11192	05464	\$1,143.00	\$90.00
B-011196	LENCRAFT HOMES	34275 GRAHAM CIR	THE DOVER	RPC	03082	05905	\$599,720.84	\$2,310.00
B-011180	ASHLEY RUST	252 CHURCH ST	REMOVE/REPLACE ROOF SHINGLES	MR	09735	00397	\$5,750.00	\$110.00
B-011184	LENCRAFT HOMES	37105 HAVELOCK CT	10x12 DECK w/STAIRS	RPC	03082	05773	\$6,570.00	\$115.00
B-011200	DARRYL BURTON	336 RIVER DRIVE	REMOVE/REPLACE ROOF SHINGLES	MR	00245	00245	\$6,800.00	\$115.00
B-011185	LENCRAFT HOMES	37122 HAVELOCK CT	11x13 SCREEN PORCH w/STAIRS	RPC	03082	05789	\$11,645.00	\$140.00
B-011199	HERTRICH PROPERTIES	28656 DUPONT BLVD	WALL SIGN, GROUND SIGNS - HERTRICH	HC	10379	00763	\$7,814.00	\$120.00
B-011187	DEBBIE STAZO	34370 BEAUFORT CT	ENCLOSE EXISTING COVERED PORCH WITH WINDOWS AND DOOR	RPC	09278	05749	\$11,596.00	\$140.00
B-011182	CHARLES ELLIS	31335 BURKE CT	(2) 4x4 LANDINGS w/STAIRS TO GRADE	RPC	11231	05802	\$5,480.00	\$110.00
B-011203	JASON GREENBERG	33423 HICKORY ST	WARRANTY WORK ON SIDING	RPC	11134	05551	\$1,000.00	\$50.00
B-011202	JASON GREENBERG	33256 CLAREMONT CT	WARRANTY WORK ON SIDING	RPC	11134	05551	\$1,000.00	\$50.00

Total Permits = 51

New Home = 15

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