



Town Council
Town of Millsboro

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

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

Jamie Burk, Town Manager

Posted on May 26, 2023 at 11:01am

A G E N D A

Town Council
Regular Meeting and Executive Session
June 5, 2023
7:00 p.m.

Millsboro Town Center
322 Wilson Highway

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

Call to order

Pledge of allegiance

Public comment (2-minute limit)

Secretary's report
Minutes

Treasurer's report
Bank balances
Invoices
Budget FY 2024

Millsboro Fire Company Update

Greater Millsboro Chamber of Commerce Update
Chamber lease 203 Main Street (Burk)

Police Department's report
Building Status

Streets

Yield signs on Plantation Lakes Boulevard (Burk)

Two 15-minute parking spaces in front of 226 Main Street (Burk)

Water and Sewer

Olney Way Field Change Directives (Burk)

Olney Way Water Plant Change Order #19 (Burk)

White Farm 2023 Rapid Infiltration Basin Improvements c/o #1 (Burk)

36008 Auburn Way Refund Request (Hall)

RIB Improvements change order #1 (Verdantas)

Century Amendment Godwin School Road Force Main (Century)

Parks and Recreation

Josephine Whale Cupola Park Event Date Change (Burk)

Stars and Stripes (Burk)

Mayor's Report

Council Vacancy Appointment

Reaffirmation of annexation of Towne Lakes, Sussex County Tax Map and Parcel No. 233-5.00-122.00. (Burk)

All4Him Engineering, LLC, proposal for services (Schrider-Fox/Burk)

Lot combination for 326 Holly Street, formerly identified as tax map and parcel numbers 1-33-21.05-29.00 and 1-33-21.00-63.00 (Niblett)

Proposed MR-RPC Zoning Code Amendment (Niblett)

Beneficial Reuse Force Main Project contract amendments (Century)

Sussex County EMS Final Site Plan (Niblett)

Plantation Lakes Water Maintenance Agreement (Niblett)

Recess

Executive session—

Pursuant to 29 Del. C. §10004 (b) (4) the Town Council will be meeting in executive session to hold strategy sessions involving legal advice with respect to potential litigation where an open meeting would have an adverse effect on the Town's litigation position.

Pursuant to 29 Del. C. §10004 (b) (9) the Town Council will be meeting in executive session related to personnel matters where individual employees are discussed.

Call to order

Business conducted in executive session

Adjournment

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

6/1		Town of Millsboro		
month		Account Balances		
		May 31, 2023		
Account				Interest
Type	Bank	Purpose	Book Balance	Earned
Checking/Money Market				
	WSFS Bank			
	1	General Account	\$ 2,868,561.07	\$ 7,710.93
	2	Payroll	\$ 532.03	\$ 50.99
	3	Withholding	\$ 65,823.22	\$ 180.72
	4	Municipal Street Aid Fund (MSAF)	\$ 56,786.85	\$ 158.63
	5	Sewer Construction	\$ 2,478,477.89	\$ 6,214.35
	6	State Aid Local Law Enforcement (SALLE)	\$ 1,717.93	\$ -
	7	Emergency Illegal Drug Enforcement (EIDE)	\$ 4,970.89	\$ -
	8	Sewer Impact	\$ 3,660,343.30	\$ 9,157.73
	9	Water Impact	\$ 498,719.44	\$ 1,243.28
	10	Building Component Fee	\$ 3,099,662.86	\$ 8,119.83
	14	Transfer Tax 1% (3.75M in "set-asides")	\$ 9,657,900.44	\$ 23,926.66
	15	Fund to Combat Violent Crime (FCVC)	\$ 28,390.17	\$ -
	16	Police Protection Impact	\$ 137,170.58	\$ 10.42
	17	Transportation/Stormwater Impact	\$ 94,641.80	\$ 7.19
		Bicentennial Beautification Fund	\$ 11,354.44	\$ 28.47
	Total WSFS Bank		\$ 22,665,052.91	\$ 56,809.20
	Citizens Bank			
	12	Transfer Tax Checking	\$ 3.85	
	11	Transfer Tax 1%	\$ 200,370.58	\$ 8.51
		Transfer Tax .5%	\$ 50,119.73	\$ 2.12
	Total Citizens		\$ 250,494.16	\$ 10.63
Total Checking/Money Market			\$ 22,915,547.07	\$ 56,819.83
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			
		WWTP Unrestricted General - 4/28/23	\$ 85,295.17	
		WWTP Membrane CD - 4/28/23	\$ 51,852.64	
	Total PNC Bank		\$ 137,147.81	\$ -
Total Certificates of deposit			\$ 144,147.81	\$ -
Total on Hand Cash & CD's			\$ 23,059,694.88	\$ 56,819.83

May 2023 Prepaids

Sum of Bank	Total Check No	Date	Payee	Description	Total
GENERA	22561	5/3/2023	FUELMAN	APR/GENERAL	238.86
				APR/SEWER	1,101.40
				APR/STREET	347.12
				APR/WATER	463.08
	22561 Total				2,150.46
	22562	5/3/2023	FUELMAN	APR/POLICE	3,521.08
	22562 Total				3,521.08
	22563	5/3/2023	GOODE CLEANING LLC	MAY CLEANING/POLICE DEPT	585.00
				MAY CLEANING/TOWN HALL	800.00
	22563 Total				1,385.00
	22564	5/3/2023	VERIZON WIRELESS	3/21/23-4/20/23 SEWER	780.16
				3/21/23-4/20/23 WATER	195.04
	22564 Total				975.20
	22565	5/10/2023	MEDIACOM - DELAWARE	5/10-6/9/23 WWTP	275.58
	22565 Total				275.58
	22566	5/10/2023	VERIZON	SEWER/MAY INTERNET	98.99
	22566 Total				98.99
	22567	5/10/2023	WASTE MANAGEMENT	APR 2023 BILLING	677.76
	22567 Total				677.76
	22568	5/17/2023	DOMINION NATIONAL	JUNE 2023 BILLING/POLICE	79.90
	22568 Total				79.90
	22569	5/17/2023	GRANITE TELECOMMUNI	BRANDYWINE/MAY	29.45
				CUPOLA/MAY	40.49
				MILLWOOD/MAY	48.99
				PLANTATION LAKES/MAY	35.99
				POLICE/MAY	356.37
				RADISH FARM/MAY	62.67
				RETREAT/MAY	35.99
				SEWER/MAY	6.79
				TOWN HALL CENTER/MAY	834.60
				TOWN HALL/MAY	119.70
				WATER/MAY	51.21
				WHARTON'S BLUFF/MAY	53.28
	22569 Total				1,675.53
	22570	5/17/2023	VERIZON CONNECT FLE	VEHICLE TRACKING SUBSCRIP-APR	175.45
				VEHICLE TRACKING SUBSCRIP-FEB	31.90
				VEHICLE TRACKING SUBSCRIP-MAR	360.67
	22570 Total				568.02
	22571	5/17/2023	VERIZON WIRELESS	3/29-4/28/23 POLICE	986.98
				3/29-4/28/23 VAWA	79.98
				3/29-4/28/23 VOCA	39.99
	22571 Total				1,106.95
	22572	5/17/2023	VERIZON	SWR DSL LINE	16.20
	22572 Total				16.20
	22573	5/17/2023	WSFS BANK VISA	ADOBE-VIDEOS/MARKETING	29.99
				AXON TRAINING	495.00
				BJ'S MEMBERSHIP	55.00
				BJ'S-PAPER TOWELS/WTP	71.96
				BJ'S-PAPER TOWELS/WWTP	107.94
				BJ'S-WATER/TOWN HALL	4.99
				BUDGET/PERSONNEL MTGS	31.67
				CHICK-FIL-A/BUDGET MTG	112.39
				DOLLAR GENERAL-PLATES	3.50
				EASTSIDE CARWASH	29.10
				EZ PASS DE	25.00
				FOGLES/DEP STARS & STRIPES	250.00
				HOLIDAY INN RED DOT INSTR TRAIN-F	349.80
				MSFT-SERVER EMAIL	217.50
				SURF BAGEL/STAFF BUDGET MTG	33.75

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May 2023 Prepays

GENERAL 22573 Total					1,817.59
22574	5/24/2023	DELAWARE ELECTRIC C	GRAVEL HILL-APR/MAY		23.30
			HARDSCRABBLE/15752561-APR		450.07
			HARDSCRABBLE/PUMP WWTP-APR		45.33
			HARDSCRABBLE/WTR TOWER-APR		28.12
			WHARTON'S BLUFF-APR		74.14
22574 Total					620.96
22575	5/24/2023	DELMARVA POWER	MAY/CIVIC		139.12
			MAY/MEDIAN		124.78
			MAY/PARK		131.94
			MAY/POLICE		738.04
			MAY/RR AVE GARAGE		60.42
			MAY/SEWER		14,745.57
			MAY/TOWN		1,150.29
			MAY/WATER		4,141.42
			MAY/WB ATKINS BALLPARK		687.75
22575 Total					21,919.33
22576	5/24/2023	DHR FINANCIAL SERVI	2023 RENEWAL FEE DUES		500.00
			JUNE/GENERAL		10,451.42
			JUNE/POLICE		32,901.37
			JUNE/SEWER		10,365.42
			JUNE/WATER		4,326.09
22576 Total					58,544.30
22577	5/24/2023	LEWES, CITY OF	SCAT DINNER-LEWES (6)		402.00
22577 Total					402.00
22578	5/24/2023	MEDIACOM - DELAWARE	BILLING 5/23/23-6/22/23		269.95
22578 Total					269.95
22579	5/24/2023	PRINCIPAL LIFE INSU	JUNE 2023 BILLING		1,316.23
22579 Total					1,316.23
22580	5/24/2023	SUSSEX COUNTY ASSOC	SCAT BREAKFAST (2) 6/9/23		22.00
22580 Total					22.00
22581	5/30/2023	DELTA DENTAL OF DEL	JUNE/GENERAL		443.64
			JUNE/POLICE		1,439.96
			JUNE/SEWER		583.78
			JUNE/WATER		231.56
22581 Total					2,698.94
22582	5/30/2023	EYE MED	JUNE/GENERAL (HIGH)		195.55
			JUNE/POLICE (HIGH)		278.70
			JUNE/SEWER (HIGH)		115.75
			JUNE/WATER (HIGH)		54.88
22582 Total					644.88
22583	5/30/2023	EYE MED	JUNE/POLICE (LOW)		40.15
			JUNE/SEWER (LOW)		7.82
			JUNE/WATER (LOW)		2.61
22583 Total					50.58
22584	5/30/2023	MEDIACOM - DELAWARE	JUNE BILL-TOWN HALL		155.90
22584 Total					155.90
22585	5/30/2023	SELECTIVE INSURANCE	POLICY S3207718/COMMERCIAL PKG		217,350.00
22585 Total					217,350.00
22586	5/30/2023	VERIZON WIRELESS	4/21/23-5/20/23 SEWER		795.15
			4/21/23-5/20/23 WATER		198.79
22586 Total					993.94
5042023	5/4/2023	FP MAILING SOLUTION	5/4/23 POSTAGE		2,000.00
5042023 Total					2,000.00
12540262	5/5/2023	T.O.M. WATER IMPACT	APR 2023 ANNEXATION		1,798.85
			APR 2023 BLDG PERMITS		20,340.00
12540262 Total					22,138.85
22480334	5/5/2023	T.O.M. TRANSP/SW IM	APR 2023 BLDG PERMITS		5,000.00
22480334 Total					5,000.00
22997124	5/5/2023	T.O.M. SEWER IMPACT	APR 2023 ANNEXATION		7,654.90
			APR 2023 BLDG PERMITS		53,928.00
22997124 Total					61,582.90
39302186	5/23/2023	PAYROLL, TOWN OF MI	PR WK 02-26-2023		41,433.37

May 2023 Prepaids

GENERAL 39302186 Total					41,433.37
46945282	5/5/2023	T.O.M.BUILDING FD	0 APR 2023 ANNEXATION		3,265.21
			APR 2023 BLDG PERMITS		9,440.00
46945282 Total					12,705.21
50023139	5/23/2023	WITHHOLDING, TOWN CPR WK 05-26-2023			27,248.50
50023139 Total					27,248.50
54485760	5/15/2023	PAYROLL, TOWN OF MI PR WK 05-19-2023			40,335.01
54485760 Total					40,335.01
57425325	5/2/2023	WITHHOLDING, TOWN CPR WK 05-05-2023			28,016.39
57425325 Total					28,016.39
62545173	5/15/2023	WITHHOLDING, TOWN CPR WK 05-19-2023			27,480.98
62545173 Total					27,480.98
76977118	5/9/2023	WITHHOLDING, TOWN CPR WK 05-12-2023			27,174.59
76977118 Total					27,174.59
87230519	5/2/2023	PAYROLL, TOWN OF MI PR WK 05-05-2023			41,392.54
87230519 Total					41,392.54
88486123	5/9/2023	PAYROLL, TOWN OF MI PR WK 05-12-2023			41,117.09
88486123 Total					41,117.09
98159783	5/5/2023	T.O.M. POLICE PRO I APR 2023 BLDG PERMITS			7,189.90
98159783 Total					7,189.90
GENERAL Total					704,152.60
WITHHC	5334	5/17/2023	AFLAC	MAY 2023 BILLING	2,932.80
5334 Total					2,932.80
	5335	5/17/2023	LEGAL SHIELD	MAY 2023 BILLING	283.15
5335 Total					283.15
	732558	5/5/2023	DIVISION OF REVENUE PR WK 05-05-2023		2,880.19
732558 Total					2,880.19
	738312	5/12/2023	DIVISION OF REVENUE PR WK 05-12-2023		2,824.82
738312 Total					2,824.82
	744561	5/19/2023	DIVISION OF REVENUE PR WK 05-19-2023		2,802.07
744561 Total					2,802.07
	750689	5/26/2023	DIVISION OF REVENUE PR WK 05-26-2023		2,849.96
750689 Total					2,849.96
	5012023	5/1/2023	DPERS	APR/POLICE	18,598.67
				APR/TOWN	11,021.92
5012023 Total					29,620.59
	14513724	5/26/2023	GF PASS THRU 941/CD PR WK 05-26-2023		15,078.20
14513724 Total					15,078.20
	15671594	5/12/2023	GF PASS THRU 941/CD PR WK 05-12-2023		14,998.86
15671594 Total					14,998.86
	22197478	5/19/2023	GF PASS THRU 941/CD PR WK 05-19-2023		14,846.60
22197478 Total					14,846.60
	25246859	5/17/2023	MISSIONSQUARE RETIR 457B CONTRIBUTIONS		75.00
25246859 Total					75.00
	39547136	5/26/2023	MISSIONSQUARE RETIR 457B CONTRIBUTIONS		75.00
39547136 Total					75.00
	50682391	5/5/2023	GF PASS THRU 941/CD PR WK 05-05-2023		15,316.10
50682391 Total					15,316.10
	85142877	5/12/2023	MISSIONSQUARE RETIR 457B CONTRIBUTIONS		75.00
85142877 Total					75.00
	93587330	5/5/2023	MISSIONSQUARE RETIR 457B CONTRIBUTIONS		75.00
93587330 Total					75.00
WITHHOLDING Total					104,733.34
MSAF	1649	5/24/2023	DELMARVA POWER	APR/MAGNOLIA	616.01
				APR/MILL LANDING	256.66
				APR/STREETS	5,406.64
1649 Total					6,279.31
MSAF Total					6,279.31
WSFS T	1132	5/10/2023	BEARING CONSTRUCTIC PLANTA LAKES WTP CONTRACT		651,413.85
1132 Total					651,413.85
	19410148	5/5/2023	GENERAL FUND, TOWN LB WATER/REIMB BANK 1		32,184.00
19410148 Total					32,184.00
WSFS TT 1% Total					683,597.85

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May 2023 Prepaids

Grand Total

1,498,763.10

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May 2023 Bills

Sum of	Total		
Bank	Vendor	Description	Total
GENERAL	A.E. MOORE JANITORIAL	MAY/TOWN	129.02
	A.E. MOORE JANITORIAL Total		129.02
	AMAZON CAPITAL SERVICES	AA BATTERIES (48 PK)	16.49
		AAA BATTERIES (36/PK)	13.99
		ADDING MACHINE TAPE (12/PK)	17.98
		BUSINESS ENVELOPES (500/BX)	40.60
		DIPPER/SAMPLE LADLE RET'D (2)	(113.26)
		FILE FOLDERS (2 BOXES)	29.74
		GREASE GUN	235.99
		HYDRANT LEAD-CUPOLA PARK	82.41
		LABEL MAKER TAPE REPL (4PK)	29.78
		MAILING ENVELOPES 6X9 (100 BX)	11.69
		NOTE PADS (12/PK)	17.79
		PAPER CLIPS (6 BOXES)	7.49
		PHONE MESSAGE BOOK (2)	26.06
		PVC TUBING-100FT (1)	41.56
		RETRACTABLE PENS (2-12/PKS)	10.98
		SCREEN PROTECTOR	13.98
		SHARPIE S-GEL PENS (12/PK)	13.79
		SILICONE TUBING-10FT (1)	22.98
		STENO PADS (12/PK)	19.79
		STENO PADS (2-8 PKS)	31.94
		UNI-BALL GEL PENS (2 PKS)	29.40
	AMAZON CAPITAL SERVICES Total		601.17
	AMERICAN PUBLIC SAFETY	3M REFLECTIVE HEAT TRANS (8)	94.00
		BADGE EMBROIDERY (8)	192.00
		BIKE PATROL POLO SS (1)	51.00
		BIKE PATROL POLO SS (3)	153.00
		BIKE PATROL POLO SS (4)	204.00
		DIGITIZATION XL	107.67
		DOUBLE HANDCUFF	-
		DOUBLE HANDCUFF U-MOUNT	52.00
		DUTY PISTOL (SINGLE)	33.00
		DUTY PISTOL COVERED DOUBLE U-MOUNT	45.00
		EXTENDED PISTOL TACO MOLLE	32.00
		MULTI-ACCESS COMM TACO U-MOUNT	47.00
		NAMETAPE VELCRO - (8)	84.00
		PANT W/REMOVABLE LEGS (2)	250.00
		PANT W/REMOVABLE LEGS RET'D (2)	(250.00)
		PANT W/REMOVABLE LEGS RET'D (3)	(375.00)
		PANTS W/REMOVABLE LEGS (7)	875.00
		SAM BROWNE BELT	-
		SOFTSIDE FOR NAMETAPE (8)	64.00
		TOURNIQUET	38.00
	AMERICAN PUBLIC SAFETY Total		1,696.67
	AMSTERDAM	T.O.M. PENS (250)	232.50
	AMSTERDAM Total		232.50
	APPLIED CONCEPTS, INC.	ANTENNA RADAR SYSTEM (2)	4,700.00
	APPLIED CONCEPTS, INC. Total		4,700.00
	APRIL HAMMOND	REFUND OVERPAID WTR/SWR	238.16
	APRIL HAMMOND Total		238.16
	ASHLEIGH SANDER	MAY 2023 CELL PHONE REIMB	50.00
	ASHLEIGH SANDER Total		50.00
	BAKER'S HARDWARE CO.	MAY/SEWER	103.70
		MAY/STR REPAIRS & MAINT	72.47

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May 2023 Bills

GENERAL	BAKER'S HARDWARE CO.	MAY/STR RPR MAINT-VEHICLE/EQUIP	739.49
		MAY/STREET SUPPLIES	19.99
		MAY/TOWN HALL	5.99
		MAY/WATER	71.33
	BAKER'S HARDWARE CO. Total		1,012.97
	BEAR INDUSTRIES, INC	ANNUAL SPRINKLER INSP-5/10/23	295.00
	BEAR INDUSTRIES, INC Total		295.00
	BELAIR ROAD SUPPLY	ELBOWS 4" (2)	300.84
		FLANGE 4" (1)	-
		FLANGE 4" (2)	149.84
		VALVE BOX 562-SCREW (4)	460.00
		VALVE BOX LID ONLY "WATER" (2)	45.12
		VALVE BOX TOP SCREW (1)	116.00
	BELAIR ROAD SUPPLY Total		1,071.80
	BURK, JAMIE	MAY CELL PHONE REIMB	50.00
	BURK, JAMIE Total		50.00
	CAPITOL CLEANERS	APRIL BILLING	210.70
	CAPITOL CLEANERS Total		210.70
	CENTURY ENGINEERING LLC	WF WWTP FORCEMAINS-PER REVISIONS	2,830.92
	CENTURY ENGINEERING LLC Total		2,830.92
	CNS OCCUPATIONAL MEDICINE C	DRUG SCREENING (1)	67.00
		DRUG SCREENING (16)	1,072.00
		PRE-EMPLOYMENT PHYSICAL	545.00
	CNS OCCUPATIONAL MEDICINE OF DE Total		1,684.00
	COASTAL POINT LLC	BOA MTG AD - 6/12/23	42.50
		DISPLAY AD 1/2 PAGE	339.00
	COASTAL POINT LLC Total		381.50
	COYNE CHEMICAL CO.	BLEACH	15,700.61
		CAUSTIC	12,441.47
		CES PACL	4,881.91
		CONTAINER CHG CREDIT	(2,000.00)
		POLYMER	5,633.33
	COYNE CHEMICAL CO. Total		36,657.32
	CRW FLAGS, INC.	MILLSBORO FLAGS 5X8 (3)	478.74
		US FLAGS 3X5 (3)	84.00
	CRW FLAGS, INC. Total		562.74
	CUMMINS - WAGNER	AIR COMPRESSOR RENTAL 5/10/23	800.00
		AIR COMPRESSOR RENTAL 5/5/23	2,100.00
	CUMMINS - WAGNER Total		2,900.00
	DATA OBSESSIONS LLC	JUNE 2023 BILLING	80.00
	DATA OBSESSIONS LLC Total		80.00
	DE ST POLICE PURCHASING & S	INTOX CARDS (1,000)	50.00
	DE ST POLICE PURCHASING & SUPPLY Total		50.00
	DELAWARE SOLID WASTE AUTHOF	485349/SLUDGE	595.00
		485554/TRASH WWTP	35.70
		486265/SLUDGE	435.20
		488486/SLUDGE	572.90
		488958/SLUDGE	526.15
		489509/SLUDGE	579.70
		490195/TRASH WTP	11.90
		490195/TRASH WWTP	11.90
		491250/TRASH WTP	25.50
		491696/SLUDGE	624.75
		492243/SLUDGE	557.60
		492689/SLUDGE	691.05
		494965/SLUDGE	542.30
		495515/SLUDGE	647.70
		495806/TRASH WTP	14.87
		495806/TRASH WWTP	14.88

May 2023 Bills

GENERAL	DELAWARE SOLID WASTE AUTHO	496019/SLUDGE	743.75
		497905/SLUDGE	408.00
		498838/TRASH WTP	10.62
		498838/TRASH WWTP	10.63
	DELAWARE SOLID WASTE AUTHORITY Total		7,060.10
	DOVER POLICE DEPT ACADEMY	GEAR/EQUIPMENT-GASSAWAY	255.00
		POLICE ACADEMY-GASSAWAY	1,500.00
	DOVER POLICE DEPT ACADEMY Total		1,755.00
	DUFFIELD ASSOCIATES, INC	89763R2/PLANTA LAKES SUB REV	20,729.79
		89868/MILLSBORO MISC-GENERAL	3,674.23
		89868/MILLSBORO MISC-SWR	2,300.02
		89868A/STANDARD SPEC UPDATE	525.00
		89868B/CUPOLA PARK BULKHEAD HGT ASSESS	1,856.75
		89868C/SOMERTON CHASE	2,790.00
		89868D/MT BK PS#4 HYDRAULIC EVAL	2,661.25
		89868E/2022 TIER II REPORTS	3,301.00
	DUFFIELD ASSOCIATES, INC Total		37,838.04
	EARLY DAWN REFRESHMENT SERV	DELIVERY 5/16/23	15.32
		DELIVERY 5/2/23	24.98
		DELIVERY 5/30/23	15.32
	EARLY DAWN REFRESHMENT SERVICES, INC Total		55.62
	ENVIROCORP, INC.	APR/SEWER	4,077.00
		APR/WATER	873.50
		MAY/SEWER	1,369.00
		MAY/WATER	872.00
	ENVIROCORP, INC. Total		7,191.50
	FISHER AUTO SUPPLY	DEP/INTERNATIONAL TRUCK	50.48
		KNOB/JD TRACTOR	33.18
	FISHER AUTO SUPPLY Total		83.66
	FOGLE'S ENVIRONMENTAL SERV	RESTROOM TRAILER/STARS N STRIPES	1,050.00
	FOGLE'S ENVIRONMENTAL SERVICES, LLC Total		1,050.00
	FOX TAPPING, INC	INSTALL VALVES-WESTSIDE PHASE 1	37,170.00
	FOX TAPPING, INC Total		37,170.00
	FP MAILING SOLUTIONS	5/16/23-8/15/23-GEN	11.34
		5/16/23-8/15/23-SWR	34.01
		5/16/23-8/15/23-WTR	11.33
	FP MAILING SOLUTIONS Total		56.68
	GALLS, LLC,	ASP EXPANDABLE BATON	141.60
		ASP HOLDER	51.23
		BELT KEEPS (4PK)	44.60
		CAMPAIGN COVER/HAT	143.99
		CHUCKA BOOTS/GASSAWAY	77.71
		CHUCKA BOOTS/GUEVAREZ	77.71
		DRESS SHOES/GASSAWAY	76.85
		DUAL AMMO POUCH	30.99
		DUTY BAG	45.00
		DUTY BELT	76.63
		DUTY BELT/SHOCKLEY	48.94
		FLASH LIGHT AND HOLDER	47.55
		HANDCUFF CASE X 2	55.98
		HANDCUFF KEY X 2	18.00
		HANDCUFFS X 2	49.00
		REGULAR BELT	23.22
	GALLS, LLC, Total		1,009.00
	GANNETT DELAWARE LOCALIQ	2023 TOWN COUNCIL ELECTION	266.40
	GANNETT DELAWARE LOCALIQ Total		266.40
	GARDEN CLUB OF MILLSBORO	SPRING 2023-PLANTINGS REIMB	493.00
	GARDEN CLUB OF MILLSBORO Total		493.00
	GEORGE, MILES & BUHR, LLC	ATKINS PK DRAINAGE IMPROV	72.50

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May 2023 Bills

GENERAL	GEORGE, MILES & BUHR, LLC	MID-ATLANTIC COMM/ON SITE INSPEC	195.00
		PARKING PLAN/PLANTA LAKES	3,194.08
		PLANTA LAKES/ONSITE INSPEC	360.00
		TIGER BRANCH REST/DEFINE CONVEYANCE PA	750.00
		TIGER BRANCH REST/PRELIMINARY DESIGN	6,250.00
	GEORGE, MILES & BUHR, LLC Total		10,821.58
	GOODE CLEANING LLC	JUNE CLEANING/POLICE DEPT	585.00
		JUNE CLEANING/TOWN HALL	892.00
	GOODE CLEANING LLC Total		1,477.00
	GUARDIAN ALLIANCE TECHNOLOG	BACKGROUND CHECKS (2)	50.00
	GUARDIAN ALLIANCE TECHNOLOGIES, INC Total		50.00
	HACH COMPANY	FLUORIDE	787.16
	HACH COMPANY Total		787.16
	HANNAH LAWRENCE	REFUND/OVERCHARGED WTR/SWR	554.92
	HANNAH LAWRENCE Total		554.92
	HD SUPPLY, INC.	CHLORINE HOSES (15)	1,201.25
		CRIMPER (2)	264.81
		PUMP TUBES (4)	662.83
		SAFETY GLASSES (4)	45.96
	HD SUPPLY, INC. Total		2,174.85
	HERO OUTFITTERS, LLC	BLAUER ARMORSKIN SUSPENSION KIT	47.00
	HERO OUTFITTERS, LLC Total		47.00
	HILLS' ELECTRIC MOTOR SERVI	ACTUATOR (2)	2,475.49
	HILLS' ELECTRIC MOTOR SERVICE Total		2,475.49
	HIRERIGHT, LLC	SAMPLE DRAW-1 EMPL 4/1/23	45.85
	HIRERIGHT, LLC Total		45.85
	HOPKINS CONSTRUCTION CO.	RELOCATING AIR COMPRESSOR	30,690.00
		WEST SIDE WATER VALVES	41,230.00
	HOPKINS CONSTRUCTION CO. Total		71,920.00
	HOSE PROS	RPR/AIR COMPRESSOR-WTP	233.88
	HOSE PROS Total		233.88
	IN & OUT CAR CARE	117329/2019 FORD POLICE INTRCPTR	50.14
	IN & OUT CAR CARE Total		50.14
	KCI TECHNOLOGIES, INC.	E. STORMWATER MGT IMPROV	29,349.47
		HYDRANT FLUSHING ASSISTANCE	1,172.50
	KCI TECHNOLOGIES, INC. Total		30,521.97
	KITTY'S FLOWERS, INC.	BE HAPPY FLOWER MUG/MCGEE	54.95
		GARDEN DISH - GUM	69.95
		PLANTER DISH/RJ	79.95
	KITTY'S FLOWERS, INC. Total		204.85
	LAW OFFICE MELANIE GEORGE S	REF DUP PYMT-WTR/SWR	143.76
	LAW OFFICE MELANIE GEORGE SMITH LLC Total		143.76
	LAWN DOCTOR OF SUSSEX COUNT	FERTILIZE GRASS-DOG PARK	324.00
		FERTILIZE GRASS-TOWN HALL	194.00
	LAWN DOCTOR OF SUSSEX COUNTY Total		518.00
	LOWE'S	CONCRETE-2 BAGS	12.98
		FIBERGLASS LONG TAPE	30.38
		HOSE REPAIR & MENDER	9.47
		MEASURING WHEEL-12"	59.84
		PATIO STONE (12)	6.60
		PAVERS-GRANITE (12)	8.88
		TRASH BAGS-13 GAL/WTP	16.14
	LOWE'S Total		144.29
	LYWOOD AUTOMATION, LLC	RPR PUMP C/WTP	1,560.00
		RPR CENTRIFUGE & MIXER A	2,717.17
	LYWOOD AUTOMATION, LLC Total		4,277.17
	LYWOOD ELECTRIC, INC.	3 POLE 80 AMP BREAKER/WTP	1,636.53
	LYWOOD ELECTRIC, INC. Total		1,636.53
	MANLOVE AUTO PARTS	WIPERS/VEHICLE #8401	32.19

May 2023 Bills

GENERAL	MANLOVE AUTO PARTS	WIPERS/VEHICLE #8402	52.19
	MANLOVE AUTO PARTS Total		84.38
	MARVEL'S PORTABLE WELDING, AUGER REPAIR		1,491.00
	MARVEL'S PORTABLE WELDING, INC. Total		1,491.00
	MCGEE, KEITH	REIMB DOT PHYSICAL FEE/MCGEE	80.00
	MCGEE, KEITH Total		80.00
	MILLSBORO FIRE CO.	1 1/2% 2022 CONTRIBUTIONS	49,265.09
	MILLSBORO FIRE CO. Total		49,265.09
	NATIONAL PEN COMPANY	PATRIOTIC LED FLASHLIGHTS (300)	356.90
	NATIONAL PEN COMPANY Total		356.90
	ONE CALL CONCEPTS, INC.	APR 2023 BILLING	144.36
	ONE CALL CONCEPTS, INC. Total		144.36
	POWERBACK SERVICES LLC	REPL BALLAST-COUNCIL CHAMBER	672.50
	POWERBACK SERVICES LLC Total		672.50
	PROFESSIONAL STARTUP &	ASST/EVAL MEMBRANE SYSTEM	1,764.27
	PROFESSIONAL STARTUP & Total		1,764.27
	PTA / DELVAL INC.	ANNEXATIONS (2)	60.00
		RESIDENTIAL ADDITION (15)	375.00
	PTA / DELVAL INC. Total		435.00
	QUILL CORPORATION	BIC PENS (12/PK)	4.29
		COPY PAPER (2)	64.98
		COPY PAPER (3)	104.97
		SELF-INKING STAMP-TOM	25.99
	QUILL CORPORATION Total		200.23
	ROBERT J. ALEXANDER	REF DUPLICATE PMT WTR/SWR	221.96
	ROBERT J. ALEXANDER Total		221.96
	SERGOVIC, CARMEAN, WEIDMAN	REF OVERCHARGED WTR/SWR	19.69
	SERGOVIC, CARMEAN, WEIDMAN Total		19.69
	SHARP WATER CULLIGAN	TEMP TRAILER DELIVERY/SET UP	5,000.00
	SHARP WATER CULLIGAN Total		5,000.00
	STEEN, WAEHLER & SCHRIDER-APR 2023 BILLING		10,905.96
	STEEN, WAEHLER & SCHRIDER-FOX Total		10,905.96
	URS CORPORATION	2000750185/MILLSBORO GEN SERV	3,231.31
		2000759400/MILLSBORO BLDG INSPEC	32,203.21
	URS CORPORATION Total		35,434.52
GENERAL Total			383,623.77
WITHHOLDIN	TEAMSTERS LOCAL 326	JUNE 2023 BILLING	1,078.00
	TEAMSTERS LOCAL 326 Total		1,078.00
WITHHOLDING Total			1,078.00
BUILDING C	DAVIS, BOWEN & FRIEDEL, INC	2022A005.E01/PROCURE & CONSTRUC PHASE	21,069.30
	DAVIS, BOWEN & FRIEDEL, INC. Total		21,069.30
	DELMARVA POWER	INSTALL/RELOCATE UNGD FACILITIES	20,840.00
	DELMARVA POWER Total		20,840.00
	DELMARVA VETERAN BUILDERS, CONSTRUCTION PD-APPL #5		642,126.34
	DELMARVA VETERAN BUILDERS, LLC Total		642,126.34
	GEORGE, MILES & BUHR, LLC	POLICE DEPT ON CALL INSPEC	500.31
	GEORGE, MILES & BUHR, LLC Total		500.31
BUILDING COMP FEE Total			684,535.95
WSFS TT 1	BEARING CONSTRUCTION, INC.	PLANTA LAKES WTP CONTRACT	449,403.64
	BEARING CONSTRUCTION, INC. Total		449,403.64
	L/B WATER SERVICE INC	3/4" SHORT IPERL METER W/CABLE	110,376.00
	L/B WATER SERVICE INC Total		110,376.00
	UNITED ELECTRIC SUPPLY-DAGS	CONDUIT (50 FT)	142.78
		CONDUIT 20FT	57.11
		CONDUIT ELBOWS (5)	26.52
		COUPLINGS 2" (4)	3.28
		ELBOWS 2" PVC 90 (5)	127.45
	UNITED ELECTRIC SUPPLY-DAGS Total		357.14
	VERDANTAS LLC	106437/WHITE FARM RIB EXP HSR	36,319.73

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May 2023 Bills

WSFS TT 1% VERDANTAS LLC Total		36,319.73
WSFS TT 1% Total		596,456.51
FUND TO CC AXON ENTERPRISE, INC.	IN-CAR CAMERA VIDEO SYSTEM (10)	17,880.00
AXON ENTERPRISE, INC. Total		17,880.00
FUND TO COMBAT VIOLENT CRIME Total		17,880.00
Grand Total		1,683,574.23

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made and entered into this _____ day of _____, A.D. 2023, by and between **THE TOWN OF MILLSBORO**, a municipal corporation of the State of Delaware, 322 Wilson Highway, Millsboro, Delaware 19966, party of the first part, hereinafter referred to as “Lessor”,

-AND-

Greater Millsboro Chamber of Commerce, a corporation of the State of Delaware, 203 Main Street, Millsboro, Sussex County, Delaware, party of the second part, hereinafter referred to a “Lessee”,

WITNESSETH:

WHEREAS, Lessor is the owner of a building located at 203 Main Street, Millsboro, Sussex County, Delaware; and

WHEREAS, Lessee desires to lease the said building from Lessor; and

WHEREAS, the parties hereto have agreed upon the terms of the Lease.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that premises known as 203 Main Street, Millsboro, Delaware (hereinafter “Premises”).
2. It is mutually agreed by the parties hereto that the term of this Lease shall be for a period of three (3) year commencing on August 1, 2023, and terminating on July 31, 2026, unless sooner terminated, as hereinafter provided.
3. Lessee agrees to pay to Lessor rent as follows: Monthly rental in the amount of \$600.00 each month shall be due and payable in advance on the first day of each month.
4. Lessee shall report to Lessor on a monthly basis regarding Lessee’s activities. Said monthly reports shall be delivered by Lessee to Lessor at Lessor’s regular monthly Town Council meetings.
5. Rental paid more than five (5) calendar days after the due date shall be deemed delinquent and subject to an automatic late charge of five percent (5%) of the monthly rental. Said late charge shall be due and payable on demand.
6. All rental payments and/or other charges that may be due and owing from Lessee

to Lessor shall be made by delivering said payments or other charges to Lessor's office located at 322 Wilson Highway, Millsboro, Delaware 19966.

7. Lessee agrees that the Premises shall be used for the purpose of promoting interest, stimulating knowledge, and encouraging participation in and support of the Greater Chamber Millsboro Chamber; provided, however, that Lessee shall not allow any waste or nuisance on the Premises, nor shall Lessee use or allow the Premises to be used for any unlawful purpose.
8. Lessee shall maintain the interior of the Premises. Lessee shall be responsible for all routine cleaning and maintenance - for example, replacement of light bulbs and air filters.
9. Lessee shall be responsible for water and sewer service to and for the Premises.
10. Lessee shall be responsible for electric service and propane service to and for the Premises.
11. Lessee shall be responsible for snow removal, landscaping (including mowing) and insuring the contents of the Premises.
12. Lessor shall be responsible for all structural components of the Premises and the exterior of the Premises. Lessor shall be responsible for maintaining a casualty insurance policy for the structure/building located on the Premises.
13. Lessee agrees not to make any alterations in or additions to the Premises, nor to make any contract therefore without first receiving the written consent of Lessor and delivering to Lessor the plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary building permits, all in form and substance satisfactory to Lessor, and furnishing to Lessor such indemnification against liens, costs, damages and expenses as may be required by Lessor. Lessee further agrees that all alterations, additions, improvements, and fixtures, other than moveable personal property not fastened to the walls, floors or ceilings of the Premises, which may be made or installed by either Lessor or Lessee upon the Premises shall become the property of Lessor at the end of the term hereof and shall remain upon the Premises and be surrendered with the Premises as a part thereof, without disturbance, molestation or injury, at the time of termination of the term of this Lease, whether by lapse of time or otherwise, all without compensation or credit to Lessee.
14. Lessee agrees not to do, nor permit to be done, any act or thing upon the Premises which will invalidate, be in conflict with, or increase the rate of any fire insurance policy governing the building; and shall not do, nor permit to be done, any act or thing upon the Premises which shall or might subject Lessor to any liability or responsibility for injury to any person or persons or to any property by reason of any

activity being carried on upon the Premises by Lessee or for any other reason whatsoever. Lessee agrees, at its expense and without expense or liability to Lessor, to comply with all rules, orders, regulations or requirements of the State Fire Marshal, or his authorized representative or any other similar body, relating to Lessee's obligations under this Lease. Lessor remains responsible, at its expense and without expense or liability to Lessee, for the building structure in relation to compliance with all rules, orders, regulations or requirements of the State Fire Marshall, or his authorized representative or any similar body. If, by reason of the failure of Lessee to comply with the provisions of this paragraph, including, but not limited to, the use to which Lessee puts the Premises, the fire insurance rates shall at the beginning of this Lease or at any time thereafter be higher than it otherwise would be, Lessee agrees to reimburse Lessor, as additional rent payable hereunder, for that part of all fire insurance premiums thereafter paid by Lessor which shall have been charged because of the failure or use by Lessee and shall make such reimbursement upon the first day of the month following such expense as made by Lessor. Lessee further agrees that if any electrical equipment is installed which overloads the electrical facilities, Lessee shall, at its expense, and without any expense or liability to Lessor, make whatever changes are necessary to comply with the requirements of the Insurance Underwriters and such governmental authorities having jurisdiction, but no changes shall be made by Lessee until Lessee first submits to Lessor plans and specifications for the proposed work and obtain Lessor's written approval to perform the same.

15. Lessee agrees that the Premises shall not be used for any unlawful, improper or offensive use, nor any use or occupancy thereof contrary to any law of the State of Delaware or of any ordinance of The Town of Millsboro now or hereafter made, nor shall any use be made of the Premises which shall be injurious to any person or property, nor shall any use be made of the Premises which shall be liable to endanger or affect any insurance on the structure/building located on the Premises, including the increasing of any premium thereof. If the utilization of the Premises results in a higher premium rate for the structure/building located on the Premises, Lessee agrees to pay such additional premium resulting from such use to the Lessor within five (5) calendar days after the statement therefor is rendered by Lessor to Lessee.
16. Lessee agrees not to erect, install, display, inscribe, paint nor affix any sign, lettering or advertising medium to, or upon or above the exterior of the building, nor to any interior glass surface, nor at any entrance door or show window, without, in each instance, first obtaining the written approval of Lessor, which approval shall not be unreasonably withheld.
17. Lessee agrees, at its option, to arrange and to pay for telephone or other service not provided at the inception of this Lease for the Premises.
18. Lessee agrees to defend and hold Lessor harmless from any liability for damages to any person or any property in or upon the Premises, said liability to be limited to

the persons and property of Lessee and its employees and all persons in or upon the Premises at the invitation or with the consent of Lessee. It is mutually agreed by the parties hereto that all property kept, stored or maintained upon the Premises by Lessee shall be so kept, stored or maintained at the sole risk of Lessee. Lessee further agrees not to suffer or give cause for the filing of any lien against the Premises by any person, firm or corporation for any reason whatsoever.

19. Lessee agrees to keep in full force and effect a policy of public liability insurance with respect to the Premises and the activities conducted thereon by Lessee in which both Lessor and Lessee shall be named as parties covered thereby, or which provides equivalent protection to and is approved by Lessor and in which the limits of liability shall be approved by Lessor. Lessee further agrees to furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in full force and effect at all times.
20. Lessee agrees not to assign nor in any other manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor first being had and obtained, and not to sublet the Premises or any part or parts thereof, nor allow anyone to come in, with, through or under Lessee without like consent. Lessee agrees that any consent by Lessor to one or more assignments or to one or more subletting of the Premises shall not operate to exhaust the rights of Lessor under this paragraph.
21. Lessor agrees to pay all real estate taxes, if any, assessed against the Premises.
22. It is mutually agreed by the parties hereto that neither this Lease, nor any interest therein nor any estate created thereby, shall pass to any Trustee or Receiver or Assignee for the benefit of creditors or otherwise by operation of law.
23. In the event the Premises shall be destroyed or damaged by fire, explosion, windstorm or other casualty or Act of God so as to be untenable, Lessor agrees to restore the Premises within a reasonable time, as determined by Lessor, after such destruction or damage, to substantially the same condition as the Premises was in prior to such destruction or damage, as determined by Lessor, in the event that it is economically feasible to do so, or Lessor, at its option, may terminate this Lease and the term demised as of the date of any destruction or damage in the event it is not economically feasible to repair the Premises.
24. Lessee agrees that, in the event of condemnation of the Premises, Lessor shall be entitled to the full award paid by the condemning authority. Lessee shall have no claim or entitlement thereto.

25. Lessee agrees that Lessor shall have free access to the Premises at all reasonable times for the purpose of examining or inspecting the conditions thereof in order to exercise any right or power reserved to Lessor under the terms and conditions hereof.
26. Lessor reserves for itself and its employees or contractors and Lessee covenants to permit Lessor or its agents, employees or contractors to enter any and all portions of the Premises at any and all reasonable times to make such repairs and alterations as shall be necessary for the safety and preservation (specifically including historical preservation) of the Premises. Nothing herein shall imply any duty upon Lessor to make such repairs or to do any other work that under any provision of this Lease Lessee shall be required to perform and the performance thereof by Lessor shall not constitute a waiver of the default of Lessee, nor shall any obligation of Lessee under this Lease be thereby affected in any manner. Furthermore, Lessee agrees that Lessor, during the progress of such repairs and other work, may keep and store upon the Premises all necessary materials, tools and equipment and Lessor shall in no event be liable for disturbance, inconvenience, annoyance or other damage to Lessee by making such repairs or performing any such work in or upon the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course of such work.
27. Lessor reserves the right to adopt and promulgate such rules and regulations governing the Premises as may be necessary, as determined by Lessor, so long as such rules and regulations do not conflict with any term of this Lease.
28. Lessee agrees that, if any rental due and payable from Lessee to Lessor shall be unpaid for a period of twenty (20) days after the same is due and payable, or if Lessee shall violate any of the other covenants, agreements, stipulation or conditions set forth herein, and if such default shall continue for a period of twenty (20) days after written notice thereof from Lessor, Lessor may, at its option, declare this Lease forfeited and the term hereof ended. If this Lease is declared forfeited and the term hereof ended, Lessee agrees to remove itself and its effects from the Premises immediately and without any further demand. In the event that the Lessor terminates this Lease in whole or in part as provided in this Agreement of Lease, Lessee shall be liable to the Lessor for any damages, losses and costs, including, but not limited to, court costs, expert fees and reasonable attorney's fees which Lessor may incur in enforcing its rights against Lessee.
29. If Lessor intends to terminate this Lease upon expiration of the Lease term set forth in paragraph 2 above, Lessor shall give written notice of such intention to Lessee at least sixty (60) calendar days before the end of the Lease term. If Lessee intends to terminate this Lease upon expiration of the Lease term, Lessee shall also give written notice of such intention to Lessor at least sixty (60) calendar days before the end of the Lease term. If neither party gives timely notice of an intention to terminate the

Lease as set forth herein, the Lease shall continue on a month-to-month basis at the monthly rental rate then in effect and all other terms set forth in this Lease shall continue in full force and effect.

30. Lessee agrees that, if Lessor waives any covenant or condition contained in this Lease, such waiver shall not be construed as a waiver of any subsequent breach of the same or different covenant or condition.
31. Lessee agrees, upon the termination of this Lease, to deliver the Premises to Lessor in substantially the same condition as it was in as of the date of execution of this Lease, normal wear and tear excepted.
32. It is mutually agreed by the parties hereto that the words "Lessor" and "Lessee", when used in this Lease, shall refer to and bind not only the parties hereto, but also their respective successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK -
SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective corporate officers and their respective corporate seals to be hereunto affixed the day and year first above written.

THE TOWN OF MILLSBORO

(SEAL)

By: _____
Mayor

Attest: _____
Secretary

**GREATER MILLSBORO CHAMBER OF
COMMERCE.**

(SEAL)

By: _____
Executive Director

Attest: _____
Secretary

**MILLSBORO POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
JUNE 2023**

TRAINING

1. May 1st – 4th Chief Calloway attended the Delaware Chief's conference in Dewey Beach.
2. May 8th – 11th Senior Corporal Seth Bullock attended Commercial Vehicle training, hosted by the Delaware State Police.
3. May 18th Cpl. Michael Gorman, and Ptlm. Rieley attended Officer Involved Shooting training, hosted by the Delaware State Police.
4. May 31st, Lt. Moyer and Cpl. Wharton attended Gun Shoot Wound and Strangulation training, hosted by the Christiana Hospital

CALEA UPDATE

There are no CALEA updates to report.

Personnel Update

1. Recruit Sean Gassaway update.

Community Event

There were no community events scheduled for the month of May.
Below is a reminder of all upcoming Millsboro community events:

1. June 3rd Rain Date- (0900- 1300 hrs.) Millsboro Bicycle Rodeo (Lowes)
2. July 13th – 21st – Millsboro Police Youth Academy

Grant Application

There were no grant applications for the month of June.

**MILLSBORO POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
JUNE 2023**

Millsboro Police Station Update:

1. Detention room walls are completed.
2. Interior stud walls completed.
3. Ductless HVAC system installed.
4. Building is on schedule to be fully enclosed by the end of June.
5. There were no change orders for the month of May.

Roadway Closures/ Updates

There was no road work to report for the month of May.

A RESOLUTION APPROVING THE INSTALLATION OF YIELD SIGNS IN DESIGNATED AREAS ON PLANTATION LAKES BOULEVARD AND BELMONT BOULEVARD, WHERE SUCH STREETS APPROACH THE TRAFFIC CIRCLE IN THE PLANTATION LAKES DEVELOPMENT.

WHEREAS, for public safety reasons and to help the flow of traffic in the Plantation Lakes community, the Public Works Director has recommended to the Town Council that yield signs be installed in designated areas on Plantation Lakes Boulevard and Belmont Boulevard, where such streets approach the traffic circle in the Plantation Lakes development; and

WHEREAS, the Town Council accepts the Public Works Director's recommendation, as such will increase public safety and address traffic flow concerns.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Millsboro, in session met, a quorum pertaining at all times thereto, that that the Public Works Director, subject to and with the approval of the Town Manager, shall have yield signs installed in the Plantation Lakes development as follows:

- (1) On Plantation Lakes Boulevard in a Northwesterly travel direction where Plantation Lakes Boulevard approaches the traffic circle;
- (2) On Plantation Lakes Boulevard in a Southerly travel direction where Plantation Lakes Boulevard approaches the traffic circle; and
- (3) On Belmont Boulevard in a Northeasterly travel direction where Belmont Boulevard approaches the traffic circle.

BE IT FURTHER RESOLVED that all of the yield signs hereby approved for installation shall be placed 20 feet from the traffic circle.

I, James C. Kells, 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 June 5, 2023, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: _____

James C. Kells, Secretary

Jamie Burk

From: Lisa McDonald <lewesnectar@gmail.com>
Sent: Wednesday, April 19, 2023 9:45 AM
To: Jamie Burk
Cc: Mcdonald
Subject: Agenda topic for next council meeting

Good Morning Jamie,

As you know, Nectar Cafe & Juice Bar is opening in the old Bluewater Grill space. We are excited about opening our restaurant in Millsboro but also have some anxiety since for whatever reasons several restaurants have failed to thrive downtown.

As we are a breakfast/lunch concept, I was going to request that the alley adjacent to the restaurant be converted to a drive-thru. However, after further consideration, I think it could create some safety concerns as well as issues with cars being able to turn right out of the alley into oncoming traffic in a timely fashion.

I believe the curbside pickup/carry-out/online ordering component of our business is critical to our success. Therefore, I want to formally request that the Millsboro Council members consider designating two specific parking spaces as "15 minute loading/unloading only". The two parking spaces in question are located along the right hand lane of the east-bound corridor on Main Street(Route 24). The spaces are directly in front of 226 Main Street just before East Monroe Street alley.

I understand that these spaces will be available to the patrons of all surrounding businesses but I would still be willing to help underwrite the cost of the necessary signage. Although there is plenty of parking behind the building, the spots along Main Street seem to be used frequently by the apartments upstairs. If necessary it could also have a time designation like 8am - 5 pm as well. This short term parking designation would insure "turn over" and make it easier for customers to support the downtown businesses while still allowing for overnight parking for residents.

Thank you for your attention in this matter. Feel free to contact me at 302.245.3734 with any questions or concerns.

Lisa McDonald

26

Plantation Lakes Water Treatment Plant Change Orders
 Date Prepared: 5/17/2023

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

Change Order	Date	Amount	New Contract Amount	New substantial completion date	Reason for change order
1	11/2/2021	NA	NA	20-Jun-22	Power supply delays
2	2/2/2022	\$ (5,810.00)	\$ 13,923,190.00	NA	Window value engineering credit
3	2/3/2022	\$ 37,456.02	\$ 13,960,646.02	NA	Electrical changes
4	2/7/2022	\$ 25,711.50	\$ 13,986,357.52	NA	Fire Suppression system redesign
5	3/25/2022	\$ 22,241.67	\$ 14,008,599.19	NA	Well enclosure, elect. Changes, butterfly valve change, Polymer pump change
6	5/2/2022	\$ 6,899.66	\$ 14,015,498.85	NA	CMU control joints, Zickert Panel 316 SS
7	6/20/2022	\$ 39,527.25	\$ 14,055,026.10	NA	FRP filter cover change
8	6/20/2022	\$ 14,773.50	\$ 14,069,799.60	NA	Radio antenna mounting
9	6/24/2022	\$ 336,331.45	\$ 14,406,131.05	28-Apr-23	Extension: Submittal reviews, COVID manpower issues, material/equipment procurement delays; Fee: FRP covers, electrical changes
10	9/16/2022	\$ 28,316.29	\$ 14,434,447.34	NA	Duct route change, electrical for cranes, settler slab support change, J-profile for windows
11	9/28/2022	\$ 28,183.73	\$ 14,462,631.07	NA	Lowering of building footer due to grade elevation change
12	12/14/2022	\$ 5,000.00	\$ 14,467,631.07	NA	Change in dewatering room floor slab
13	1/5/2023	\$ 600,654.61	\$ 15,068,285.68	NA	Includes 7 PCOs, largest being fire pump building addition
14	3/27/2023	\$ 64,342.49	\$ 15,132,628.17	NA	Vaneer support, stairwell alcove ceiling, north gable siding support
15	4/17/2023	\$ 25,158.95	\$ 15,157,787.12	NA	FRP cover change, wet well cover rebar, power overhead doors
16	4/25/2023	\$ 67,982.49	\$ 15,225,769.61	20-Jun-23	Lime pump pressure switch, wire lath credit, time extension for footer lowering
17	5/15/2023	\$ 33,021.76	\$ 15,258,791.37	NA	Conductor change, additional fire lane site work
18	5/12/2023	\$ 38,613.22	\$ 15,297,404.59	NA	Change fiber optic alignment, electric upgrades Well No. 7

TOTAL \$ 1,368,404.59

21



May 22, 2023

Via Electronic Mail

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

RE: Project No. CB.02015.11; Phase 5
Change Order No. 19
Plantation Lakes Water Treatment Plant
Town of Millsboro, Delaware

Dear Mr. Burk:

For your consideration, I am sending Change Order No. 19 for the subject project. The basis for this change order is for the approval of Contract Potential Change Order (PCO) No. 47R3. A copy of PCO No. 47R3 is attached for referenced. The Contract Lump Sum Price hereby increases by **\$237,722.82** and the new Contract Lump Sum Price is **\$15,535,127.42**. The Contract Period(s) hereby increases by **197 days** and the new Contract Substantial Completion date is **January 3, 2024**, and the new Contract Final Completion date is **March 3, 2024**.

If acceptable, please sign the Change Order **in color** where indicated, scan **in color** and return the scan (e.g., pdf file) to me in an email at gfreimuth@verdantas.com. We will forward the executed Change Order to the other stakeholders.

If you have any questions, please do not hesitate to contact us.

Sincerely,

DUFFIELD ASSOCIATES, LLC

Greg Freimuth
Project Manager

GAF/SHL:tm
02015.11 PLANTATION LAKES\Phase 5\Construction Admin\Change Orders\Change Order No. 19\2023-05-22_to Town\CB.02015.11.0523-TownChangeOrder 19. Ltr.doc

Enclosure: Change Order No. 19

Change Order (Form C-00 63 63)

No. 19

Date of Issuance: May 19, 2023 Effective Date: _____

Project: Plantation Lakes Water Treatment Plant	Owner: Town of Millsboro	Owner's Contract No.: n/a
Contract: n/a	Date of Contract: February 8, 2021	
Contractor: Bearing Construction, Inc.		Engineer's Project No.: CB.02015.11; Phase 5

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached supporting documentation.

Attachments (list documents supporting change):

1. PCO #47R3 - "Additional Days related to Project Schedule 23-01-11." (\$237,722.28) + (197 days).

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 13,929,000.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 18

\$ 1,368,404.60

Contract Price prior to this Change Order:

\$ 15,297,404.60

[Increase] [~~Decrease~~] of this Change Order:

\$ 237,722.82

Contract Price incorporating this Change Order:

\$ 15,535,127.42

Original Contract Times: Working days Calendar days

Substantial completion (~~days or date~~): April 25, 2022

Ready for final payment (~~days or date~~): June 24, 2022

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 18 :

Substantial completion (days): 421

Ready for final payment (days): 421

Contract Times prior to this Change Order:

Substantial completion (~~days or date~~): June 20, 2023

Ready for final payment (~~days or date~~): August 19, 2023

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (~~days or date~~): 197

Ready for final payment (~~days or date~~): 197

Contract Times with all approved Change Orders:

Substantial completion (~~days or date~~): January 3, 2024

Ready for final payment (~~days or date~~): March 3, 2024

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 05/19/2023

Approved by Funding Agency (if applicable):

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 22 MAY 2023

Approved by Funding Agency (if applicable):

Date: _____

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PCO #047

Bearing Construction Inc
805 Shine Smith Rd
Sudlersville, Maryland 21668
Phone: (410)-556-6100

Project: 27010 - PLANTATION LAKES WATER PLANT
31094 Olney Way
Millsboro, Delaware 19966

Prime Contract Potential Change Order #047: CE #109 - Additional Days related to Project schedule 23-01-11

TO:	Town of Millsboro 322 Wilson Highway Millsboro, Delaware 19966	FROM:	Bearing Construction Inc 805 Shine Smith Rd Sudlersville, Maryland 21668
PCO NUMBER/REVISION:	047 / 3	CONTRACT:	1 - PLANTATIONS WATER PLANT Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Alana Williams (Bearing Construction Inc)
STATUS:	Pending - In Review	CREATED DATE:	1/18/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	197 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$237,722.82

POTENTIAL CHANGE ORDER TITLE: CE #109 - Additional Days related to Project schedule 23-01-11

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

PCO #47R3
3/29/2023

Background: Additional work associated with furnishing and installing miscellaneous structural roof supports for the rigid roof insulation panels (PCO 14R2), furnishing electric to the air conditioning units (PCO 28R3), constructing an addition to house the electric fire pump and associated supporting mechanic & electric equipment (PCO 29R6), modifications to the centrifuge discharge system (PCO 33R3), crediting below grade sprayed air vapor barrier (PCO 34R1), providing electric to a pinch valve (PCO 38R2), and installation of a fire alarm system for the building (PCO 39R1) were approved through Change Order 12 (issued 12/29/2022) and Change order 13 (issued 1/10/2023).

Narrative: Bearing Construction amended the P-6 project schedule (previously updated 12/19/2022), incorporating all additional work associated with the approved Change orders 12 & 13, incorporating that work into an updated P-6 project schedule (updated 1/11/2023). The additional work when incorporated into the existing work schedule has added an additional 197 calendar days to the overall project schedule. Bearing Construction is seeking reimbursement for general administrative costs not included within the proposed change orders and subsequent associated approved change orders. Bearing Construction has, as requested by GHD, revised the project Schedule, removing non-critical path activities and refining the critical path sequentially. All float has been eliminated. One-time costs and other items not applicable to extended on-site time have been removed from the Contractor's Daily Operating Costs Matrix. The updated & revised matrix is attached for reference.

This total proposed change order adder including labor, materials, equipment, overhead, profit and bond costs:
\$237,722.82

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This proposal is valid for 14 days and may be withdrawn if not accepted in that time period. All previously submitted Proposed Change Orders associated with this work and identified with a similar PCO prefix are hereby withdrawn and voided.

Respectfully submitted,

Eric Grubb

Eric Grubb
Project Manager
Bearing Construction, Inc.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	100-01.O GENERAL CONDITIONS.Other	Additional Days	\$232,970.23
2	01-37.O Bonds.Other	Cost of Bond	\$4,752.59
Grand Total:			\$237,722.82

John Cannon (GHD)
16701 Melford Blvd. Suite 330
Bowie, Maryland 20715

Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966

Bearing Construction Inc
805 Shine Smith Rd
Sudlersville, Maryland 21668

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

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Bearing Construction Inc

Job	Category	Category Name	Cost Budget	Excluded	Units/Extension	Column1	Column2
27010	01	CEO	40,000	40,000	0		
27010	02	Superintendent	231,750	231,750	0		
27010	03	Project Manager	135,000	0	135,000	Letter from jim - 100% spent on 27010	
27010	04	Contract Accountant	51,750	51,750	0		
27010	05	PM Assistant	31,500		31,500	Letter from jim - prorated on 27010	
27010	06	Truck Driver	25,000		25,000		
27010	07	Mechanic	40,000		40,000		
27010	08	Small Tools	13,500		13,500		
27010	09	On Site Diesel Fuel	18,000		18,000		
27010	10	Stone for Parking	3,500	3,500	0		
27010	11	Job Site Signs	4,500	4,500	0		
27010	12	MSDS Sheets	650	650	0		
27010	13	Safety Program	4,763		4,763		
27010	14	Safety Equipment	1,237		1,237		
27010	15	Technology	3,000		3,000		
27010	16	Surveyor	4,500		4,500		
27010	17	Cleaning	1,125		1,125		
27010	18	Dewatering Permits	12,500	12,500	0		
27010	19	Engineering	12,500	12,500	0		
27010	20	Supers Pick Up	45,000		45,000		
27010	21	Milage	22,500		22,500		
27010	22	Heavy Trucks	65,000		65,000		
27010	23	O&M Manuals	8,640	8,640	0		
27010	24	Bearing Field Office	8,000		8,000		
27010	25	Engineers Field Office	8,000		8,000		
27010	26	Temp Storage	2,400		2,400		
27010	27	Telephones	4,000		4,000		
27010	28	Internet	4,000		4,000		
27010	29	Trash	16,000		16,000		
27010	30	Toilets	8,000		8,000		
27010	31	Water	4,400		4,400		
27010	32	Photographer	12,100	6,050	6,050		50%
27010	33	Videographer	0		0		
27010	34	Start Up	23,000		23,000		
27010	35	ProCore	24,000		24,000		
27010	36	CEC	25,000	25,000	0		
27010	37	Bonds	140,000	140,000	0		
			1,054,815	536,840	517,975		

Number of days, original schedule
Number of Time Extension Days

438 \$ 1,182.59 Daily Rate, time extension
197
\$ 232,970.23



May 17, 2023

Via Electronic Mail

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

RE: Project No. 14308
Change Order No. 1
2023 Rapid Infiltration Basin Improvements – White Farm
Town of Millsboro, Delaware

Dear Mr. Burk:

For your consideration, I am sending Change Order No. 1 for the subject project. The basis for this change order is for the removal/abandonment of a no longer needed test well located in the center of new RIB IB-1601H and as described in Kinsley's Pending Change Order Request No. 1 (PCOR No. 1), titled, "Abandon 1 Monitoring Well." A copy of Kinsley's PCOR No. 1 is included for reference. The Contract Lump Sum Price hereby increases by **\$1,468.48** and the new Contract Price is **\$601,468.48**. The Contract Period for Substantial Completion and Final Completion will remain unchanged.

If acceptable, please sign the Change Order **in color** where indicated, scan **in color** and return the scan (e.g., pdf file) to me in an email at gfreimuth@verdantas.com. We will forward the executed Change Order to the other stakeholders.

If you have any questions, please do not hesitate to contact us.

Sincerely,

DUFFIELD ASSOCIATES, LLC

Greg Freimuth
Project Manager

GAF/SHL:tm
14308\Construction Admin\Construction Phase\Submittals\CO's\CO #1\2023-05-17_to Town\14308.0523-TownChangeOrder 1. Ltr.doc

Enclosure: Change Order No. 1

Change Order (Form C-00 63 63)

No. 1

Date of Issuance: May 8, 2023 Effective Date: _____

Project: 2023 RIB Improvements White Farm	Owner: Town of Millsboro	Owner's Contract No.: n/a
Contract: n/a	Date of Contract: April 3, 2023	
Contractor: Kinsley Construction Inc.		Engineer's Project No.: 14308

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached supporting documentation.

Attachments (list documents supporting change):

1. Kinsley PCOR #1, Dated 04/27/23, titled, "Abandon 1 Monitoring Well" (\$1,468.48).

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 600,000.00

Original Contract Times: Working days Calendar days
Substantial completion (~~days or~~ date): July 2, 2023
Ready for final payment (~~days or~~ date): August 1, 2023

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No. n/a to No. n/a
\$ n/a

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No. n/a to No. n/a :
Substantial completion (days): n/a
Ready for final payment (days): n/a

Contract Price prior to this Change Order:
\$ 600,000.00

Contract Times prior to this Change Order:
Substantial completion (~~days or~~ date): July 2, 2023
Ready for final payment (~~days or~~ date): August 1, 2023

[Increase] ~~Decrease~~ of this Change Order:
\$ 1,468.48


~~Increase~~ ~~Decrease~~ of this Change Order:
Substantial completion (~~days or~~ date): n/a
Ready for final payment (~~days or~~ date): n/a

Contract Price incorporating this Change Order:
\$ 601,468.48

Contract Times with all approved Change Orders:
Substantial completion (~~days or~~ date): July 2, 2023
Ready for final payment (~~days or~~ date): August 1, 2023

RECOMMENDED:
By: 
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED: 
By: _____
Contractor (Authorized Signature)

Date: 05/08/2023

Date: _____

Date: 5/16/23

Approved by Funding Agency (if applicable): _____

Approved by Funding Agency (if applicable): _____

Approved by Funding Agency (if applicable): _____

Date: _____

Date: _____

Date: _____

Based on EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.



30512 Thorogoods Road
Dagsboro, DE 19939
Phone: Fax:

Pending Change Order Request: 1

APPROVALS

Architect

Contractor

Owner

Kinsley Construction Site Division
30512 Thorogoods Road
Dagsboro, DE 19939

Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

By: _____

Signed: _____ Signed: _____

Printed: _____

Printed: Mitch Seitz, PM Printed: _____

Date: _____

Date: 5/3/2023 Date: _____

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Shawn Thiede

From: Jamie Pinkstaff <jamie.ssinc@gmail.com>
Sent: Wednesday, May 3, 2023 1:50 PM
To: Shawn Thiede
Subject: Shore Services Dewatering

[EXTERNAL]

Hi Shawn,

Following up on your conversation with Derek, the cost of abandoning 1 (one) monitoring well at the Rapid Infiltration Basin Project for the town of Millsboro will be \$750.00. If you have any additional questions regarding the project, please contact Derek Pinkstaff at 302-542-8900.

Thank you,

Jamie Pinkstaff
Administrative Assistant
Shore Services, Inc.
302-242-2560

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

The Effective Date of this Amendment is: 05/16/23 .

Background Data

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

Owner: The Town of Millsboro

Engineer: Century Engineering, LC, a Kleinfelder Company

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

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

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

Description of Modifications:

Contract Amendment #2 was approved by the Town of Millsboro for the revision of the Environmental Report (ER) as a result of the alignment change. Through the course of the ER revision, a number of comments were generated well beyond what was perceived to be a simple report revision. As a result the original budget for this task was exhausted. This Contract Amendment is for funds to complete this work and address any additional comments.

Agreement Summary:

Original agreement amount:	\$ <u> 205,583.00 </u>
Net change for prior amendments:	\$ <u> 62,709.00 </u>
This amendment amount:	\$ <u> 6,000.00 </u>

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Adjusted Agreement amount: \$ 274,292.00

Change in time for services (days or date, as applicable): 3 weeks

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

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

OWNER:

ENGINEER:

Town of Millsboro

Century Engineering, LLC a Kleinfelder Company

By:

By:

Print name: Jamie Burk

Print name: Alan Marteney, PE

Title: Town Manager

Title: Senior Vice President
5/16/23

Date Signed: _____

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 6

The Effective Date of this Amendment is: 12/16/22 .

Background Data

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

Owner: The Town of Millsboro

Engineer: Century Engineering, LC, a Kleinfelder Company

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

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

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

Description of Modifications:

Contract Amendment #3 was approved by the Town of Millsboro for the revision of the Preliminary Engineering Report (PER) because of the alignment change. During the ER revision, many comments were generated by the USDA well beyond what was perceived to be a simple report revision. As a result, the original budget for this task was exhausted. The Contract Amendment will cover the latest round of comments and future comments.

Agreement Summary:

Original agreement amount:	\$ <u> 205,583.00 </u>
Net change for prior amendments:	\$ <u> 68,709.00 </u>
This amendment amount:	\$ <u> 7,500.00 </u>

Adjusted Agreement amount: \$ 281,792.00

Change in time for services (days or date, as applicable): 3 weeks

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

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

OWNER:

Town of Millsboro

ENGINEER:

Century Engineering, LLC a Kleinfelder Company

By:

Print name: Jamie Burk

Title: Town Manager

Date Signed: _____

By:

Print name: Alan Marteney, PE

Title: Senior Vice President

5/16/23

From: Josephine Whale <josiewhale777@gmail.com>

Sent: Monday, May 08, 2023 9:58 AM

To: Town <town@millsboro.org>

Subject: Cupola Park bandstand date change

Hi to whom it may concern:

I, Louise J. Whale, am requesting the date change due to conflict of interest for the day before the original date of Fathers Day on Sunday June 18th, 2023 (3-7pm) to Saturday June 17th, 2023 / 3-7pm. I would greatly appreciate it. There is more than myself involved in this outreach. Please if you could let me know, as soon as possible even sooner due to having to post and let people know to be able to plan appropriately for this event.

Sorry for the inconvenience and my many thanks to all that you do,
I appreciate each and every one of you. None of this would be possible without this first.

Sincerely,

Louise J Whale

302-853-3034

josiewhale777@gmail.com



Office of the Town Manager
Town of Millsboro

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

Jamie Burk, Town Manager

Brian Calloway, Chief of Police
George ("Kenny") Niblett, Director of Public Works
Matthew Hall, Director of Finance and Technology
Carrie Kruger, PE, Town Engineer

Joanne Dorey, Town Clerk

Cupola Park
Stage Rental

RECEIVED

MAR 08 2023

Name Josephine Whale MILLSBORO TOWN HALL

agrees to rent the stage for the sum of (\$100.00) one hundred dollars on

Date 06/18/2023
from 3pm (a.m./p.m.) to 7:00 (a.m./p.m.) for the
purpose of ministry outreach celebration - Father's Day.

The renter agrees that the stage will be left in the same condition prior to the
scheduled event and to hold the Town harmless of any liability.

Signature of Lessee Josephine Whale

Address of Lessee 23500 Crooked Crk. Georgetown, DE 19947

Telephone number 302-853-3034

Approved: _____ Date: _____
Town Manager

03/08/2023

My name is Louise J. Whale
and I was responsible along
with The town of Millsboro's
help that put the special
needs swings in the park.

I would like to know if the
fee for the sandstand for this
event could be waived for

June 18, 2023. It is a
special Fathers Day celebration
along with recognition of

45 Celina's B-day on 06/19/2023.
She would've been 23. 'over'

Thank you for your consideration.

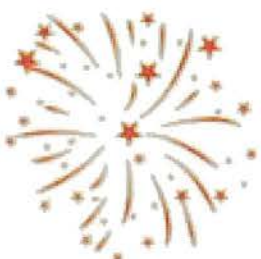
Sincerely,

Louis J. Whale.

Josie Whale

302-853-3034

If not please still allow
the date and I'll try to
find a way to get the fee.
Thank you.



STARS & STRIPES FESTIVAL



CUPOLA PARK

SATURDAY, JUNE 24TH 6-9:30PM



RAIN DATE SUNDAY,
JUNE 25TH

FIREWORKS, VENDORS, FOOD TRUCKS AND MORE!

FIREWORKS - 9:15PM



SPONSORSHIPS & VENDOR SPACE STILL AVAILABLE! - EMAIL INFO@MILLSBOROCHAMBER.COM

Chapter C. Charter

§ 13. Vacancies.

If any vacancy shall occur in the office of Councilman by death, resignation, loss of residence in the district which the Councilman represents, loss of residence in the Town of Millsboro, refusal to serve, or otherwise, the same may be filled by a majority vote of the remaining members of the Town Council, the person or persons so chosen to fill such vacancy shall be qualified as in the case of newly elected members and shall hold office for the remainder of the unexpired term.

RESOLUTION PROPOSING TO ANNEX CERTAIN TERRITORY, CONTIGUOUS TO THE PRESENT LIMITS OF THE TOWN OF MILLSBORO, ONE PARCEL THEREOF OWNED BY MILLSBORO TOWNE VILLAGE, L.L.C., IDENTIFIED AS SUSSEX COUNTY TAX MAP AND PARCEL NO. 233-5.00-122.00 (P/O), AND ONE PARCEL THEREOF OWNED BY DMR WETLAND BANKING, L.L.C., IDENTIFIED AS SUSSEX COUNTY TAX MAP AND PARCEL NO. 233-5.00-123.00 (P/O), TOGETHER CONTAINING 73.45 ACRES, MORE OR LESS;

AND

PROPOSING TO AMEND THE ZONING MAP AND ZONING ORDINANCE OF THE TOWN OF MILLSBORO TO INCLUDE SAID TERRITORY IN THE MEDIUM-DENSITY RESIDENTIAL (MR) DISTRICT WITH A RESIDENTIAL PLANNED COMMUNITY (RPC) OVERLAY;

AND

ESTABLISHING THAT A PUBLIC HEARING BE HELD ON SAID ZONING AMENDMENT ON THE 6TH DAY OF FEBRUARY, 2023, AT 7:00 O'CLOCK IN THE EVENING, PREVAILING TIME, AT THE MILLSBORO TOWN CENTER, 322 WILSON HIGHWAY, MILLSBORO, DELAWARE.

WHEREAS, pursuant to Section 3 of the Town's Charter, a Resolution was passed by the Town Council at its meeting held on October 3, 2022, proposing to annex certain territory, contiguous to the present limits of the Town of Millsboro, one parcel thereof owned by Millsboro Towne Village, L.L.C., identified as Sussex County Tax Map and Parcel No. 233-5.00-122.00 (p/o), and one parcel thereof owned by DMR Wetland Banking, L.L.C., identified as Sussex County Tax Map and Parcel No. 233-5.00-123.00 (p/o), together containing 73.45 acres, more or less, as described in **Exhibit "A"**, attached hereto and incorporated by reference herein; and

WHEREAS, pursuant to the Charter, as aforesaid, the Mayor appointed a Committee composed of not less than three (3) of the elected members of the Town Council to investigate the possibility of annexation; and

WHEREAS, as required by Section 3 of the Town's Charter, the Committee appointed by the Mayor submitted its report to the Town Council, which the Town Council then considered at its Regular Meeting on January 3, 2023, recommending that the Town of Millsboro proceed with the proposed annexation and concluding that the proposed annexation is advantageous to both the Town of Millsboro and the territory proposed to be annexed and concluding that the Town Council should proceed with the proposed annexation, a copy of the report of said Committee is attached hereto as **Exhibit "B"** and is incorporated by reference herein; and

WHEREAS, the Town Council deems it important and in the best interest of the Town to consider including the territory proposed for annexation in the **Medium-Density Residential (MR) District with a Residential Planned Community (RPC) Overlay** established in the Zoning Code and the Zoning Map of the Town; and

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

NOW THEREFORE, BE IT RESOLVED AND PROPOSED, by a majority of all of the elected members of the Town Council concurring herein, that the land hereinafter described, one parcel thereof owned by Millsboro Towne Village, L.L.C., identified as Sussex County Tax Map and Parcel No. 233-5.00-122.00 (p/o), and one parcel thereof owned by DMR Wetland Banking, L.L.C., identified as Sussex County Tax Map and Parcel No. 233-5.00-123.00 (p/o), together containing 73.45 acres, more or less, as described in **Exhibit "A"**, attached hereto and incorporated by reference herein, upon determination of a zoning designation, be annexed to the Town of Millsboro;

AND BE IT FURTHER RESOLVED, that all ordinances, regulations and resolutions pertaining to the Town of Millsboro shall from and after the effective date of the proposed annexation be in full force and effect in the area described in this Resolution;

AND BE IT FURTHER RESOLVED, that the Town Manager be and is hereby directed to send a copy of the request for annexation to the Office of State Planning Coordination, 122 Martin Luther King Jr. Boulevard South, Third Floor, Dover, Delaware 19901, for response;

AND BE IT FURTHER RESOLVED, that the Town Manager be and is hereby directed to send a copy of the request for annexation to Sussex County, pursuant to 22 Del.C. § 101 (5); and

AND BE IT FURTHER RESOLVED, that a **Public Hearing shall be held on the 6th day of February, 2023, at 7:00 o'clock in the evening**, prevailing time, in the Millsboro Town Center, 322 Wilson Highway, Millsboro, Sussex County, Delaware, for the purpose of considering amending the Zoning Ordinance of the Town of Millsboro and the Zoning Map of the Town of Millsboro, to include said territory in the **Medium-Density Residential (MR) District with a Residential Planned Community (RPC) Overlay**;

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, a synopsis or by title only, 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, James C. Kells, 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 3, 2023, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Date: 5/1/2023

James C. Kells
James C. Kells, Secretary



[Type here]

All4Him Environmental, LLC
291 New Bridge Road
Rising Sun, MD 21911

May 30, 2023

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

Dear Mr. Burk:

All4Him Environmental, LLC is pleased to present to The Town of Millsboro this proposal for Staff Augmentation services, as set forth and described in the attached Master Agreement for Staff Augmentation Services.

The All4Him Staff Augmentation Team consists of Ms. Carrie A. Kruger, P.E., who has worked with the Town as Town Engineer since 2007, and Mr. George K. Niblett who has served the Town since 1975 and was the Director of Public Works, as well as the Building and Zoning Code Official.

If you find this Master Agreement to be acceptable, please sign and date in the space provided and return one signed and dated copy to All4Him.

We look forward to a continued working relationship with the Town of Millsboro Staff, Town Management, and the Mayor and Town Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carrie A. Kruger'.

Carrie A. Kruger, P.E.

Enclosures:

Master Agreement for Staff Augmentation Services

Attachment A for Master Agreement for Staff Augmentation Services All4Him Environmental, LLC

General Conditions



[Type here]

All4Him Environmental, LLC
291 New Bridge Road
Rising Sun, MD 21911

MASTER AGREEMENT FOR STAFF AUGMENTATION SERVICES

This MASTER AGREEMENT FOR STAFF AUGMENTATION SERVICES ("MASTER AGREEMENT"), is entered into by and between The Town of Millsboro ("Town" or "Client") and All4Him Environmental, LLC ("All4Him").

STAFF AUGMENTATION TEAM

The All4Him Staff Augmentation Team consists of Ms. Carrie A. Kruger, P.E., and Mr. George K. Niblett.

SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, the following services to be provided by All4Him on an as-needed basis pursuant to the agreement of the parties, as set forth and described in Attachment A, Task Order Form executed by both parties:

1. Provide assistance to Town Staff on the current capital projects listed on the attached "Town of Millsboro Active Projects – 5/5/2023" on an as-needed basis.
2. Provide assistance to Town Staff on development plan review, including, but not limited to, Subdivision Plans, Preliminary Site Plans, Final Site Plans, and Construction Plans.
3. Prepare Plan of Services for proposed new developments.
4. Provide assistance to Town Staff in the preparation of Fiscal Year budget planning.
5. Review capital project construction documents for conformance with Town of Millsboro Standard Specifications and Details for Utilities Design and Construction.
6. Assistance with revisions to the Code of the Town of Millsboro.
7. Assistance with operation and troubleshooting issues at the Town's water treatment and wastewater treatment facilities.

EXCLUSIONS

This Master Agreement specifically excludes the following services:

1. Preparation of contract drawings and specifications.
2. Professional Engineer signing and sealing of any document.
3. Survey services.
4. Advise or assume control over the means and methods, techniques, sequencing, and safety practices of contractor work.
5. Advise, direct, or assume control over safety practices, programs, and decisions made by Town staff, their consultants, or their contractors.
6. Anything not specifically named above or otherwise agreed upon by amendment to this Master Agreement.

TERM

1. The term of this Master Agreement ("Term") will commence as of June 06, 2023, and will continue in effect until June 06, 2024, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties in the manner



[Type here]

All4Him Environmental, LLC
291 New Bridge Road
Rising Sun, MD 21911

described in the General Conditions, which are hereby incorporated by reference in their entirety.

FEE FORMAT

1. The services provided pursuant to this Master Agreement will be billed by All4Him to the Town on a time and material basis and compensation shall be in accordance with the following rate schedule. Invoices will provide a summary of work completed for the services that are the subject of the invoice. All4Him reserves the right to increase hourly rates and reimbursable expenses annually, subject to the approval of the Town. In the event All4Him proposes to have additional personnel, not specifically identified as a member of the Staff Augmentation Team in this Master Agreement or listed in the rate schedule below, work on a Town project, All4Him must submit the name, credentials/experience and rate schedule for such additional personnel to the Town for consideration and approval prior to any such additional personnel performing work on a Town project.

- \$170.00 per hour for Ms. Kruger's and Mr. Niblett's services
- \$0.65 per mile travelled
- Mailing: at cost
- Black and white print: \$0.20 per sheet
- Color print: \$0.50 per sheet

ALL4HIM ENVIRONMENTAL, LLC

By:

Carrie A. Kruger, Authorized Member

June 1, 2023

Dated

THE TOWN OF MILLSBORO

By:

Faye L. Lingo, Mayor

Dated

Attest:

James C. Kells, Secretary

Dated

**ATTACHMENT A: TASK ORDER FORM
FOR
MASTER AGREEMENT FOR STAFF AUGMENTATION SERVICES
ALL4HIM ENVIRONMENTAL, LLC**

Task Order No. _____

All4Him Contract No. _____

Task Scope of Services:

Subject to the Terms and Conditions of the above referenced Agreement, All4Him Environmental, LLC ("All4Him") agrees to perform the following Scope of Services.

Brief Description of Deliverables:

Estimated Fee: _____

Estimated Schedule: _____

All4Him Authorization:

Client Authorization:

Type Name

Type Name

Signature

Signature

All4Him Environmental, LLC
General Conditions
Effective June 6, 2023

AGREEMENT

The term "Agreement" shall mean the undertaking of All4Him Environmental, LLC ("All4Him") to perform tasks outlined in the attached Master Agreement for Staff Augmentation Services. The Agreement shall become effective upon acceptance of Client by written authorization or the signing of the Agreement, which shall include and incorporate by reference these General Conditions. The Agreement is between Client and All4Him, and their respective partners, affiliates, members, successors, and assigns, both of whom agree not to transfer or assign any interest in the Agreement without the other party's written consent. Modifications of the written Agreement shall only become valid upon written authorization by both parties. If additional services are required by the Client, All4Him will provide the services pursuant to a mutual written agreement signed by both parties.

NO OTHER AGREEMENT

This Agreement contains the entire agreement between All4Him and the Client. No part of this Agreement may be changed, modified, amended, or supplemented, except in a written document, signed by both parties, which specifically states that the document is being signed for the purposes of modifying this Agreement. Both parties acknowledge and agree that the other has not made any representations, warranties, promises or agreements of any kind, except as is expressly described in this Agreement.

INVOICES

Invoices will be sent to the Client monthly. Invoices shall be due and payable within 60 days of receipt by the Client. If the Client fails to provide payment for services within 60 days, All4Him reserves the right to stop providing services until such time as the late payment has been cured.

EXPENSES

Client agrees to pay reimbursable expenses that are incurred by All4Him in support of the services provided pursuant to the Agreement, which shall include, but not be limited to, sub-consultant fees, reproduction fees, mileage, and permit fees. Reimbursable expenses shall be billed at the actual cost to All4Him and as set forth in the approved rate schedule.

INDEMNIFICATION

All4Him shall indemnify Client, its affiliates and their respective directors, officers, and employees from and against claims of loss or damage, bodily injury or property damage ("Claims") arising out of the Agreement, to the extent any such Claims are caused by the negligence, breach of agreement, or willful misconduct of All4Him. Client agrees that All4Him, its affiliates and their respective directors, officers, employees, and contractors (collectively All4Him) shall not be liable for Claims arising out of the Agreement, to such extent such Claims are caused by the negligence, breach of agreement, or willful misconduct of Client.

Client agrees to defend, indemnify, and hold All4Him harmless for any and all liabilities, claims, costs, and expenses, including, but not limited to, attorney fees and expert witness fees, which relate to the presence of toxic or hazardous substances discovered on a Client project site or related to a Client project for which All4Him is providing services pursuant to the Agreement.

CONSEQUENTIAL DAMAGES WAIVER

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR

ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL4HIM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES ALL4HIM FROM ANY SUCH LIABILITY.

INSTRUMENTS OF SERVICE

Client acknowledges and agrees that all work products prepared by All4Him and All4Him sub-consultants shall remain Instruments of Service with respect to the project for which the work products were prepared. Upon completion of the project, Client shall be granted full access to use work products solely for the project for which they were prepared. Client agrees and acknowledges that All4Him shall maintain all ownership rights of all work products and further agrees that unauthorized use of work products shall be at Client's sole risk and without liability to All4Him or All4Him sub-consultants.

FORCE MAJEURE

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee or business restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

INDEPENDENT CONTRACTOR

All4Him is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or to create a relationship of employer/employee or principal/agent between Client or any of Client's contractors or consultants and All4Him.

INSURANCE

All4Him will maintain the following insurance coverages and amounts:

- (a) Workers Compensation insurance as required by law;
- (b) Employer's liability insurance with coverage of \$1,000,000 per each accident/employee;
- (c) Commercial general liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- (d) Automobile liability insurance with coverage of \$1,000,000 combined single limit ; and
- (e) Professional liability insurance with coverage of \$2,000,000 per claim/aggregate.

COMPLIANCE

The parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the services provided pursuant to the Agreement.

NOTICE

Any notices to be given under this Agreement shall be in writing and shall be sent by a party or by a party's attorney via (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, (c) by email or facsimile transmission (following with hard copies to be sent by national prepaid overnight delivery service) or (d) personal delivery with receipt acknowledged in writing, as follows:

- If to the Town: Town of Millsboro
Attn: Jamie Burk, Town Manager
322 Wilson Highway
Millsboro, DE 19966
Telephone: (302) 934-8171
Fax: (302) 934-7682
Email: jamieb@millsboro.org
- With a copy to: Steen, Waehler & Schrider-Fox, LLC
Attn: Mary R. Schrider-Fox, Esquire
P.O. Box 1398
92 Atlantic Avenue, Unit B
Ocean View, DE 19970
Telephone: (302) 539-5600
Fax: (302) 539-7800
Email: mary@swsflaw.com
- If to All4Him: All4Him Environmental, LLC
Attn: Carrie A. Kruger, P.E.
291 New Bridge Road
Rising Sun, MD 21911
Telephone: (302) 531-7884
Fax: N/A
Email: all4him.environmental@gmail.com

TERMINATION

- (a) This Agreement may be terminated for convenience by either party upon 30 days advance written notice.
- (b) Either party shall have the right to terminate this Agreement for cause by providing advance written notice to the other, upon the occurrence of any of the following events:
- (a) A material breach or default in the performance of an obligation under this Agreement that is not cured within thirty (30) days of receiving notice of the material breach or default.
 - (ii) A Force Majeure Event that continues for a period of thirty (30) days.
 - (iii) The death or incapacity of either member of the Staff Augmentation Team identified in the Agreement during the Term of the Agreement. For the sake of clarity, this provision shall not apply to the voluntary retirement of either member of the Staff Augmentation Team.

In the event of termination pursuant to either subparagraph (a) or (b) above, All4Him shall be paid for all services provided pursuant to the Agreement, as of and through the date of termination.

GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Delaware. In interpreting this agreement, both parties hereby acknowledge that they have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that, in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, both parties agree that, in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

DISPUTE RESOLUTION

Any breach of this Agreement or dispute arising hereunder shall be subject to mediation or, in the alternative, a good faith, in person settlement conference between the parties as a condition precedent to the institution of legal or equitable action by either party hereto. The mediator's fee will be borne equally by the parties. Each party shall be responsible for its own legal fees incurred in connection with a mediation or settlement conference.

ATTORNEYS' FEES & EXPERT WITNESS FEES

If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, the successful party's reasonable attorneys' fees and expert witness fees (if any) incurred in connection with the action.

MAYOR and COUNCIL
TOWN OF MILLSBORO
322 Wilson Highway
Millsboro, Delaware 19966 - 1216

OFFICE HOURS
MONDAY — FRIDAY
8:00 a.m. to 4:30 p.m.



Phone: (302) 934-8171
Fax: (302) 934-7682

TOWN OFFICE
PARKS/RECREATION
STREETS
WATER/SEWER

POLICE DEPT 934-8174

Combining Property: 178-5

Date Applied:

5/8/2003

Property Owner:

SAM RODRIGUEZ CLAIRE HOLLISTER

Address:

326 HOLLY ST

MILLSBORO DE

Telephone:

410-908-5286 / 202 246 9167

Tax Map & Parcel No.:

1-33-21.05-029.00 | 1-33-21.00-063.00-00180

Street Address if applicable:

326 HOLLY ST,

Zoning District:

RPC

Signature:

Claire Hollister

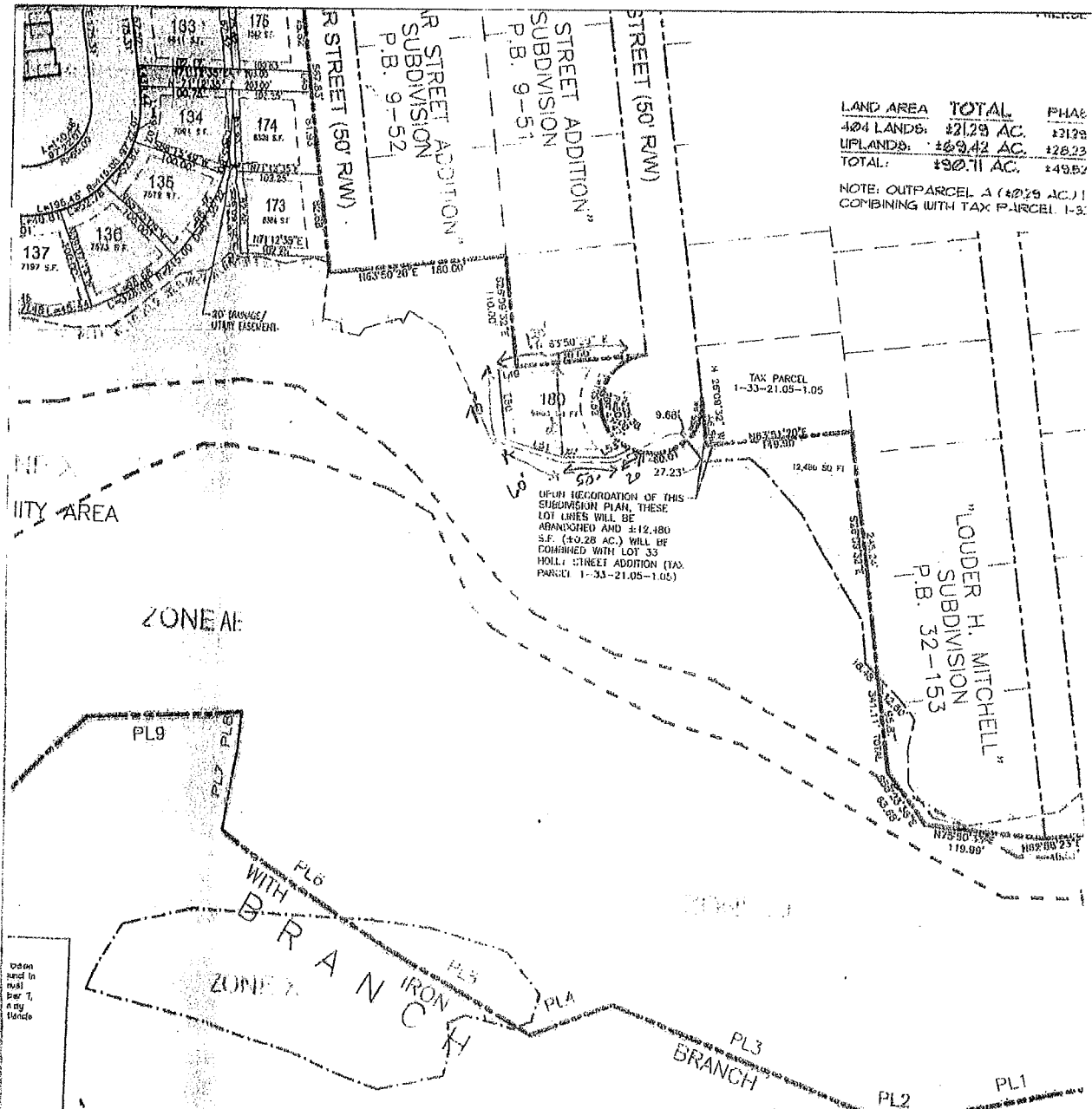
Print Name:

CLAIRE HOLLISTER

A current survey is required to be submitted with application showing the property as it exists and one showing the properties combined. It must also show any building on the property and the setbacks.

leo

Chollister71@gmail.com



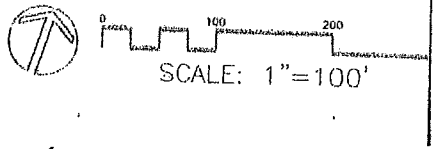
LAND AREA	TOTAL	PHAS
404 LANDS:	±21.29 AC.	±3128
UPLANDS:	±69.42 AC.	±2823
TOTAL:	±90.71 AC.	±4952

NOTE: OUTPARCEL A (±0.28 AC.) COMBINING WITH TAX PARCEL 1-3:

UPON RECORDATION OF THIS SUBDIVISION PLAN, THESE LOT LINES WILL BE ABANDONED AND ±12,480 S.F. (±0.28 AC.) WILL BE COMBINED WITH LOT 33 HOLL: STREET ADDITION (TAX PARCEL 1-33-21.05-1.05)

PROPERTY OWNER STATEMENT:
 THE SUBDIVISION SHOWN ON THE PLAT IS MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY DESIRES.

Ronald Z. Dietrich
 OWNER



upon and in full per T, a g, tuncle

REBY FMENT

TF

lel



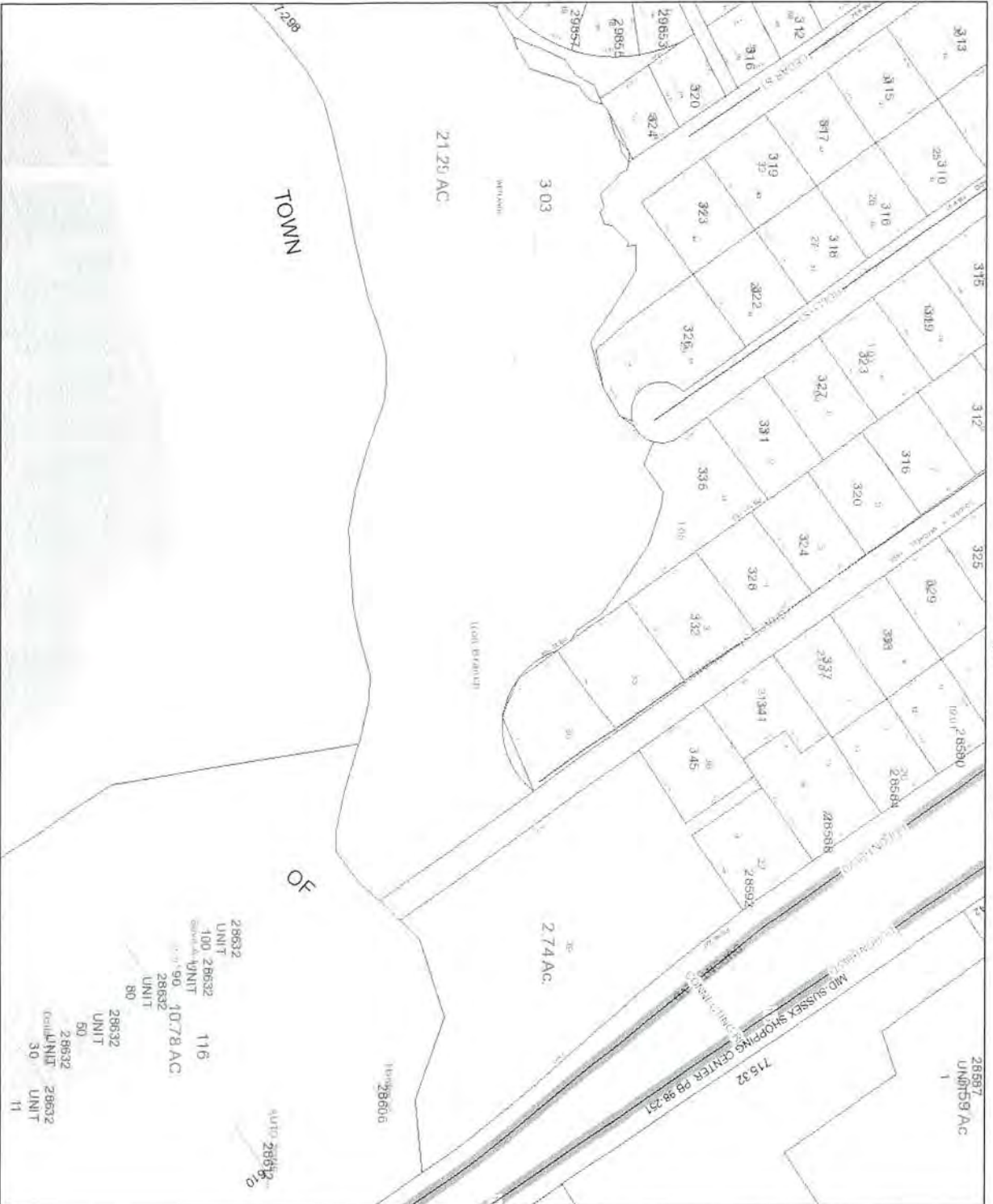
Sussex County

29

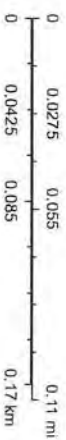
PIN: 133-21-00-1.00

Owner Name: ROBLES GEOVANNA

Book	5502
Mailing Address	25380 RADISH RD
City	MILLSBORO
State	DE
Description	SE/RT 338
Description 2	RT 82
Description 3	N/A
Land Code	



- Tax Parcels
- 911 Address
- Streets
- County Boundaries



1:2,257

7062

Parcel ID: 1-33-21.05-29.00
PREPARED BY & RETURN TO:
Wolfe & Associates LLC
18389 Olde Coach Dr., Suite 4
Rehoboth Beach, DE 19971
File No.: 21-2391

THIS IS A TRUE AND CERTIFIED COPY
BY: John Head
TITLE: Processer

NO SURVEY REQUESTED
OR PERFORMED

THIS DEED, made this 21st day of January, 2022,

- BETWEEN -

NANCY KUSHELA and KAREN MCILVAINE, of 45 Ebb Tide Cove, Fenwick Island, DE, parties of the first part,

00648 J
00338 S/S
10/30-00-488 10/15

- AND -

SAMUEL RODRIGUEZ, JR., and CLAIRE HOLLISTER, as tenants by the entirety, of 3219 Bayonne Avenue Baltimore, MD, parties of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of **FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$425,000.00)**, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the parties of the second part, and their heirs and assigns, in fee simple, as **Samuel Rodriguez, Jr., and Claire Hollister, as tenants by the entirety**, the following described lands, situate, lying and being in Sussex County, State of Delaware:

Tract 1

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Millsboro, Dagsboro Hundred, Sussex County, and State of Delaware, being known and designated as Lot #39 of the subdivision known as "Holly Street Addition", lying on the westerly side of Holly St., as shown on the plot of "Holly Street Addition" of record in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware in Plot Book 9, Page 51 and being more particularly described as follows, to wit:

BEGINNING at an iron pipe found on the westerly right of way line of Holly Street, being a corner for these lands and lands of Lot #38; thence along Holly Street South 25 degrees 25 minutes East a distance of 110.00 feet to an iron pipe found; thence South 64 degrees 35 minutes West a distance of 130 feet to an iron pipe found; thence North 25 degrees 25 minutes West a distance of 110.00 feet to an iron pipe and lands of Lot #38; thence along lands of Lot #38 North 64 degrees 35 minutes East a distance of 130.00 feet home to the point and place of beginning, contents thereof be what they may, according to a survey prepared by Walter R. Todd,

63

dated September 15, 1984.

Tract 2

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Millsboro, County of Sussex, and State of Delaware, being more particularly described as follows, to
wit:

BEGINNING at a found iron pipe on the westerly side of Holly Street, said pipe being a corner for these lands and other lands of Charles E. and Connie L. Parker (1-33 21.05 29.00); thence along said other Parker lands South 63 degrees 50 minutes 29 seconds West a distance of 130.00 feet to an iron pipe found; thence South 63 degrees 34 minutes 15 seconds West a distance of 19.56 feet to a point; thence South 26 degrees 25 minutes 45 seconds East a distance of 71 .70 feet to a point; thence North 86 degrees 42 minutes 03 seconds East a distance of 59.55 feet to a point; thence North 69 degrees 39 minutes 48 seconds East a distance of 50.57 feet to a point; thence North 41 degrees 59 minutes 36 seconds East a distance of 19.70 feet to a point on Holly Street; thence along a curve in Holly Street, said curve bearing North 10 degrees 38 minutes 08 seconds West a chord of 96. 23', said curve having a radius of 50 feet, to the point and place of beginning, said to contain 9,863 square feet of land, more or less, according to a survey prepared by Water R. Todd, dated November 11, 2006, a copy of which is attached to Deed Book 3402, Page 159 and incorporated by reference.

BEING the same lands and premises which Nancy Kushela, by Deed dated 10/12/21 and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Record 5571, Page 57 granted and conveyed unto Nancy Kushela and Karen Mcilvaine, in fee.

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

[Signature page to follow]

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

[Signature] (SEAL)
Nancy Kushela
[Signature] (SEAL)
Karen McIlvaine

STATE OF DELAWARE
COUNTY OF SUSSEX, to-wit

BE IT REMEMBERED, that on January 17, 2022, personally came before me, the subscriber, **Nancy Kushela** and **Karen McIlvaine**, parties of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed.

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

[Signature]
Notary Public
My Commission Expires: _____

Grantee Address:
3219 Bayonne Avenue
Baltimore, MD 21214



TOWN OF MILLSBORO
REALTY TRANSFER TAX
Serial Number 1012
Amount of City Tax 105150
Date Recorded 1-20-22
By [Signature]



**AFFIDAVIT FOR REALTY TRANSFER TAX ON UNINCORPORATED
AREAS IN SUSSEX COUNTY PURSUANT TO CHAPTER 103 OF
THE SUSSEX COUNTY CODE**

NOTE: Affidavit is required on all transactions (incorporated or unincorporated areas)

Part A — To Be Completed By GRANTOR/SELLER

NAME Nancy Kushela and Karen McIlvaine SOCIAL SECURITY # _____
 ADDRESS 45 Ebb Tide Cove or
 CITY Fenwick Island EMPLOYER I.D. # _____
 STATE DE ZIP 19944

Part B — To Be Completed By GRANTEE/BUYER

NAME Samuel Rodriguez, Jr. and Claire Hollister SOCIAL SECURITY # _____
 ADDRESS 3219 Bayonne Avenue or
 CITY Baltimore EMPLOYER I.D. # _____
 STATE MD ZIP 21214

Part C — PROPERTY LOCATION

District _____ Map _____ Parcel 1-33-21.05-29.00

Part D — COMPUTATION OF THE TAX

1. CONVEYANCES WITH CONSIDERATION

Enter Consideration Received

2. CONVEYANCES WITHOUT CONSIDERATION —

Enter Highest Assessed Value For Local Tax Purposes

\$ 425,000.00

\$ _____

3. Enter the Greater, Line 1 or Line 2

\$ 425,000.00

4. Multiply Line 3 times 1.50% — Tax Due and Payable

\$ 6,375.00

EXEMPT CONVEYANCES: If transaction is exempt from Transfer tax,

explain the basis for the exemption: _____

First Time Home Buyer? Yes _____ No _____ (If "Yes", attach First Time Home Buyer Affidavit)

Sworn and Subscribed before me on
 this 19th day of January, 20 22

Karen & M. McIlvaine
 Seller's Signature Nancy Kushela

Nicole Mumaw
 Notary Public



OFFICE USE ONLY:

lele

**REAL ESTATE TAX RETURN
DECLARATION OF ESTIMATED
INCOME TAX**

Delaware Division of Revenue
820 N. French Street, P.O. Box 8763
Wilmington, DE 19899-8763

FORM 5403

DO NOT WRITE OR STAPLE IN THIS AREA

Form 5403 must be completed for all conveyances, and must be presented at the time of recording.

1. Description and address of property transferred (Include property tax parcel number):
326 Holly Street, Millsboro, DE 19966

Tax Parcel Number: 1-33-21.05-29.00

County: New Castle

Kent Sussex

Date of Transfer: 01 19 2022

2. Transferor/Seller is:

- Individual or Revocable Living Trust
Corporation
Trust or Estate
Business Trust
Partnership
S Corporation
Limited Liability Company
Other:

3. Transferor or Seller acquired property by:

- Purchase
Gift
Inheritance
1031 Exchange
Foreclosure/Repossession
Other:

4. Transferor/Seller's name; SSN or EIN; and address to which correspondence is to be mailed after settlement. (Enter only one name and SSN or EIN per return. If more than one transferor/seller, use separate forms for each; however, if Transferors/Sellers are spouses, enter only the primary taxpayer name and SSN, and only file one return. If transferor/seller is not an individual, list only EIN of non-individual transferor/seller and file only one Form 5403 for such transferor/seller - no Form 5403 should be filed for the members, partners, stockholders, trustees or other individuals or entities having an ownership interest in any such non-individual transferor/seller.)

Enter Social Security Number or Employer Identification Number of the Transferor/Seller

Name of Transferor/Seller Karen McIlvaine

Address 45 Ebb Tide Cove

City Fenwick Island

State DE

ZIP Code 19944

5. If applicable, check appropriate box. (Check no more than one box.)

Transferor/seller is a resident (a) individual, (b) pass-through entity or (c) corporation, and not subject to withholding under 30 Del. C §§1126, 1606 or 1909;

Sale or exchange exempt from capital gain recognition;

Gain realized excluded from income for tax year of sale or exchange.

Sale exempt due to foreclosure. (See Instructions)



DF24018019999

If any box in Section 5 is checked, DO NOT complete Sections 6, 7 and 8 below. No payment is due at this time.

6. Computation of payment and tax to be withheld. (See Instructions.)

6.a Total sales price	6.a \$
6.b Less selling expenses/reductions to sale price	6.b \$
6.c Net sales price (Subtract line 6.b from line 6.a)	6.c \$
6.d Adjusted basis of property or liens paid at settlement	6.d \$
6.e Total gain (Subtract line 6.d from line 6.c)	6.e \$
6.f Delaware estimated income tax due - multiply line 6.e by 8.7% for C corp., and by 6.6% for all others	6.f \$

NOTE: If section 6 is not filled out or incomplete, the required 6.6% or 8.7% will be withheld from the net proceeds at settlement and submitted to the Division of Revenue as required by law.

7. Check this box if the transferor/seller is reporting gain under the installment method. No tax is payable at this time.
Note: If completing this section, when you recognize any capital gain arising from the sale of property in the State of Delaware, you must report and remit the tax due to the State of Delaware on that transaction.

8. Delaware estimated income tax paid (See Instructions). \$

Under penalty of perjury, I declare that I have examined this return and to the best of my knowledge and belief, it is true, correct and complete.

If prepared by a person other than the transferor/seller, the declaration is based on all information of which the preparer has any knowledge.

Transferor/Seller, Please sign and print full name and title (if any):

Karen X McIlvaine
Signature

Name

Title

(Revised 11/2018)

67



REAL ESTATE TAX RETURN
DECLARATION OF ESTIMATED
INCOME TAX

Delaware Division of Revenue
820 N. French Street, P.O. Box 8763
Wilmington, DE 19899-8763

FORM 5403

DO NOT WRITE OR STAPLE IN THIS AREA

Form 5403 must be completed for all conveyances, and must be presented at the time of recording.

1. Description and address of property transferred (Include property tax parcel number):

326 Holly Street, Millsboro, DE 19966

Tax Parcel Number: 1-33-21.05-29.00

County:

New Castle

Kent

Sussex

Date of Transfer:

01 19 2022

2. Transferor/Seller is:

- Individual or Revocable Living Trust
- Corporation
- Trust or Estate
- Business Trust
- Partnership
- S Corporation
- Limited Liability Company
- Other:

3. Transferor or Seller acquired property by:

- Purchase
- Gift
- Inheritance
- 1031 Exchange
- Foreclosure/Repossession
- Other:

4. Transferor/Seller's name; SSN or EIN; and address to which correspondence is to be mailed after settlement. (Enter only one name and SSN or EIN per return. If more than one transferor/ seller, use separate forms for each; however, if Transferors/Sellers are spouses, enter only the primary taxpayer name and SSN, and only file one return. If transferor/seller is not an individual, list only EIN of non-individual transferor/seller and file only one Form 5403 for such transferor/seller - no Form 5403 should be filed for the members, partners, stockholders, trustees or other individuals or entities having an ownership interest in any such non-individual transferor/seller.)

Enter Social Security Number or Employer Identification Number of the Transferor/Seller

Name of Transferor/Seller Nancy Kushela

Address 45 Ebb Tide Cove

City Fenwick Island

State DE

ZIP Code

19944

5. If applicable, check appropriate box. (Check no more than one box.)

Transferor/seller is a resident (a) individual, (b) pass-through entity or (c) corporation, and not subject to withholding under 30 Del. C §§1126, 1606 or 1909;

Sale or exchange exempt from capital gain recognition;

Gain realized excluded from income for tax year of sale or exchange.

Sale exempt due to foreclosure. (See Instructions)

If any box in Section 5 is checked, DO NOT complete Sections 6, 7 and 8 below. No payment is due at this time.



DF24018019999

6. Computation of payment and tax to be withheld. (See instructions.)

6.a Total sales price	6.a \$
6.b Less selling expenses/reductions to sale price	6.b \$
6.c Net sales price (Subtract line 6,b from line 6,a)	6.c \$
6.d Adjusted basis of property or liens paid at settlement	6.d \$
6.e Total gain (Subtract line 6,d from line 6,c)	6.e \$
6.f Delaware estimated income tax due - multiply line 6.e by 8.7% for C corp., and by 6.6% for all others.	6.f \$

NOTE: If section 6 is not filled out or incomplete, the required 6.6% or 8.7% will be withheld from the net proceeds at settlement and submitted to the Division of Revenue as required by law.

7. Check this box if the transferor/seller is reporting gain under the installment method. No tax is payable at this time.

Note: If completing this section, when you recognize any capital gain arising from the sale of property in the State of Delaware, you must report and remit the tax due to the State of Delaware on that transaction.

8. Delaware estimated income tax paid (See instructions).

\$

Under penalty of perjury, I declare that I have examined this return and to the best of my knowledge and belief, it is true, correct and complete. If prepared by a person other than the transferor/seller, the declaration is based on all information of which the preparer has any knowledge.

Transferor/Seller, Please sign and print full name and title (if any):

Signature

Nancy G. Kushela

Name

Title



**REALTY TRANSFER TAX RETURN
AND
AFFIDAVIT OF GAIN AND VALUE
FORM 5402**

FOR OFFICE USE ONLY

STATE OF DELAWARE
Division of Revenue
820 N. French Street
P.O. Box 8763
Wilmington, Delaware
19899-8763



DF42718019999

Rev. Code 0050

Form 5402 must be completed for all conveyances and must be presented at the time of recording.

PART A - TO BE COMPLETED BY GRANTOR/SELLER

Enter Employer Identification Number or Social Security Number of the Grantor

- 1.
2. Name of Grantor Nancy Kushela and Karen McIlvaine
3. Address 45 Ebb Tide Cove

City Fenwick Island State DE Zip Code 19944
County Sussex

4. Date of real estate conveyance 01 19 22

5. The Grantor is a:
 - Resident Individual
 - Non-Resident Individual
 - Domestic Corporation (Delaware)
 - Foreign Corporation (Non-Delaware)
 - S Corporation
 - Government Agency
 - Fiduciary (Estate or Trust)
 - Partnership
 - Non-Profit Corporation

PART B - TO BE COMPLETED BY GRANTEE/BUYER

Enter Employer Identification Number or Social Security Number of the Grantee

- 1.
2. Name of Grantee Samuel Rodriguez, Jr. and Claire Hollister
3. Address 3219 Bayonne Avenue

City Baltimore State MD Zip Code 21214
County Baltimore

4. The Grantee is a:
 - Resident Individual
 - Non-Resident Individual
 - Domestic Corporation (Delaware)
 - Foreign Corporation (Non-Delaware)
 - S Corporation
 - Government Agency
 - Fiduciary (Estate or Trust)
 - Partnership
 - Non-Profit Corporation

PART C - PROPERTY LOCATION AND COMPUTATION OF THE TAX

1. Address 326 Holly Street
City Millsboro State DE Zip Code 19966

County
New Castle
Kent
 Sussex

2. Enter the amount of consideration received including cash, checks, mortgages, liens, encumbrances, and any other good and valuable consideration	\$	425,000.00
Was like kind property exchanged? Yes No (If yes, see instructions.)		
3. Enter the highest assessed value (for local tax purposes) of the real estate being conveyed	\$	
Was like kind property exchanged? Yes No (If yes, see instructions.)		
4. Enter the greater of Line 2 or Line 3	\$	425,000.00
5. Percentage rate of Realty Transfer Tax paid to the State of Delaware, county and/or municipality		4.0%
6. Percentage rate of Realty Transfer Tax paid to the county or municipality		1.5%
7. Reduction for contracts executed prior to 8/1/2017 (see instructions)		
8. Delaware Realty Transfer Tax percentage (subtract lines 6 and 7 from line 5)		2.5%
9. Delaware Realty Transfer Tax Before Credits (multiply line 4 by line 8)	\$	10,625.00
10. Credit - First Time Homebuyer (See Instructions and must attach Form 5402 Schedule 1)	\$	
11. Delaware Realty Transfer Tax Due (Subtract line 10 from line 9)	\$	10,625.00

69

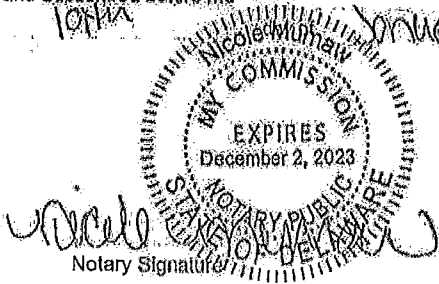
PART D - EXEMPT CONVEYANCES

If transaction is exempt from Realty Transfer Tax, be certain that all of the above information (including market value of the real estate) is complete and accurate and explain the basis for the exemption:

The seller authorizes the Division of Revenue or such other appropriate state agency as may be designated to obtain any appropriate or necessary federal income tax forms, including their attached schedules or other attachments, and any other related papers filed by such seller which relate solely to the said real estate to which title is purported to be conveyed by the deed or instrument being recorded. Delaware law requires an income tax return to be filed for the taxable year during which there was disposition of real property within this state.

Sworn and Subscribed before me
on this

10/11/22
Nicole W. Mahan, 20 *22*



Karen X. Michaine
Seller's Signature

Title of Officer/Partner

1-33 21.05 29.00

1-33 21.00 63.00

Prepared by:

June Ellen West, Esq.
18834 Shiloh Church Rd.
Georgetown DE 19947

No lien or title
search requested.

THIS CONFIRMATORY/CORRECTIONAL Deed, Made this 26th day of
December, in the year of our Lord two thousand six (2006),

BETWEEN: CHARLES E. PARKER and CONNIE L. PARKER, his wife,
of P.O. Box 296, Odessa, Delaware 19730, parties of the first
part,

AND

CHARLES E. PARKER and CONNIE L. PARKER, his wife, of P.O. Box
296, Odessa, Delaware 19730, parties of the second part;

WITNESSETH, that the said parties of the first part, for
and in consideration of the sum of ONE DOLLAR (\$1.00), lawful
money of the United States of America, the receipt whereof is
hereby acknowledged, hereby grant and convey unto the said par-
ties of the second part, their heirs and assigns,

Tract 1 (1-33 21.05 29.00): ALL that certain lot, piece
or parcel of land, situate, lying and being in the Town of Mills-
boro, Dagsboro Hundred, Sussex County, and State of Delaware, be-
ing known and designated as LOT #39 of the subdivision known as
"Holly Street Addition", lying on the westerly side of Holly St.,
as shown on the plot of "Holly Street Addition", of record in the
Office of the Recorder of Deeds in and for Sussex County, at
Georgetown, Delaware in Plot Book 9, Page 51 and being more par-
ticularly described as follows, to wit:

BEGINNING at an iron pipe found on the westerly right of way
line of Holly Street, being a corner for these lands and lands of
Lot #38; thence along Holly Street South 25 degrees 25 minutes
East a distance of 110.00 feet to an iron pipe found; thence South
64 degrees 35 minutes West a distance of 130 feet to an iron pipe
found; thence North 25 degrees 25 minutes West a distance of 110.00
feet to an iron pipe and lands of Lot #38; thence along lands of
Lot #38 North 64 degrees 35 minutes East a distance of 130.00 feet,
home to the point and place of beginning, contents be thereof
be what they may, according to a survey prepared by Walter R. Todd,
dated September 15, 1984.

Consideration: \$0.00 Exempt Code: A

County	State	Total
0.00	0.00	0.00
counter	Date: 01/05/2007	

[Handwritten mark]

BEING the same lands conveyed unto Charles E. Parker and Connie L. Parker, his wife, by deed of Norris L. Godwin, Jr. and Doreen C. Shaner, dated the 7th day of October, 2004, of record in the Office of the Recorder of Deeds aforesaid in Deed Book 3045, Page 63.

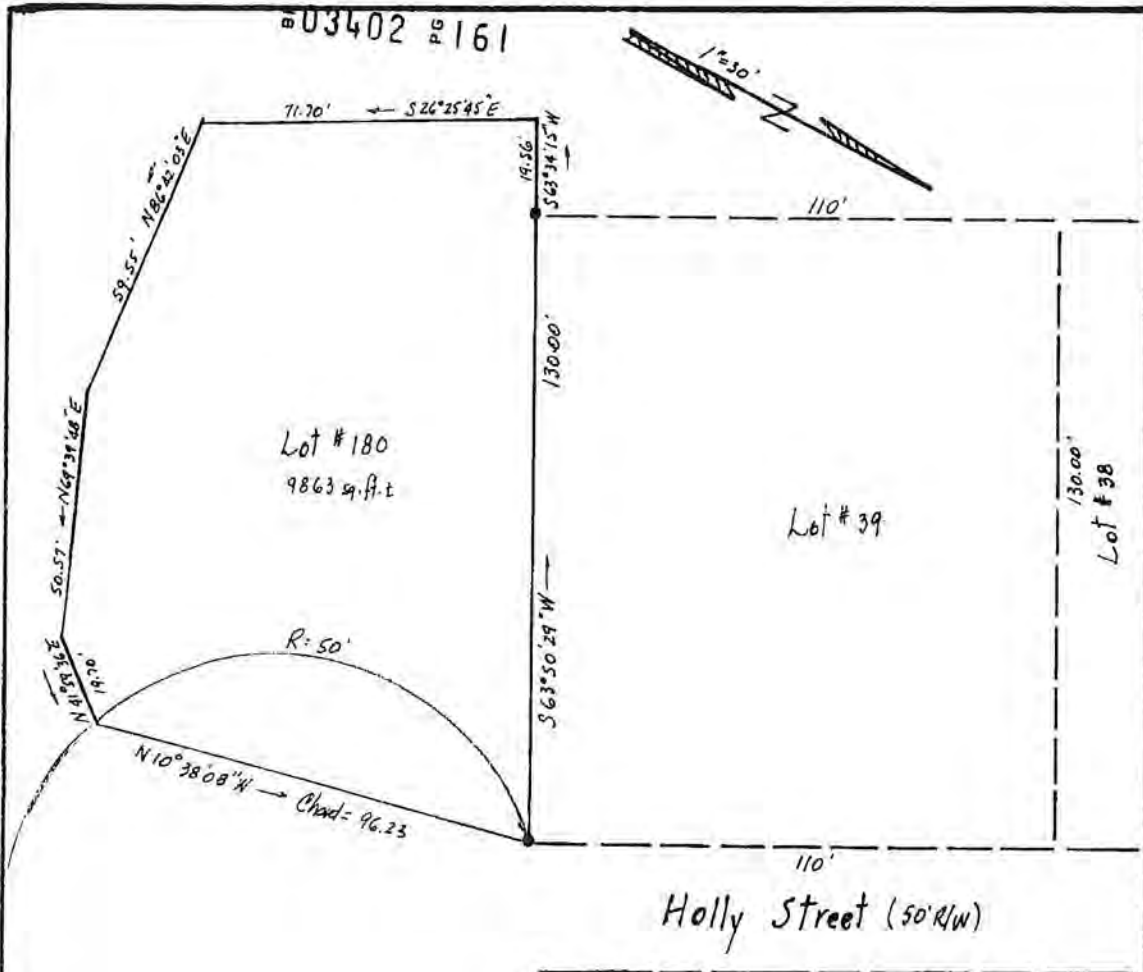
Tract 2 (1-33 21.00 63.00): ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Millsboro, County of Sussex, and State of Delaware, being more particularly described as follows, to wit:

BEGINNING at a found iron pipe on the westerly side of Holly Street, said pipe being a corner for these lands and other lands of Charles E. and Connie L. Parker(1-33 21.05 29.00); thence along said other Parker lands South 63 degrees 50 minutes 29 seconds West a distance of 130.00 feet to an iron pipe found;thence South 63 degrees 34 minutes 15 seconds West a distance of 19.56 feet to a point; thence South 26 degrees 25 minutes 45 seconds East a distance of 71.70 feet to a point; thence North 86 degrees 42 minutes 03 seconds East a distance of 59.55 feet to a point; thence North 69 degrees 39 minutes 48 seconds East a distance of 50.57 feet to a point; thence North 41 degrees 59 minutes 36 seconds East a distance of 19.70 feet to a point on Holly Street; thence along a curve in Holly Street, said curve bearing North 10 degrees 38 minutes 08 seconds West a chord of 96.23', said curve having a radius of 50 feet, to the point and place of beginning, said to contain 9,863 square feet of land, more or less, according to a survey prepared by Walter R. Todd, dated November 11, 2006, a copy of which is attached hereto and incorporated herein by reference.

BEING the same lands conveyed unto Charles E. Parker and Connie L. Parker, his wife, by deed of Hickory Commons II, LLC, dated the 9th day of October, 2006, of record in the Office of the Recorder of Deeds aforesaid in Deed Book 3371, Page 27. By the provisions of said deed, it was stipulated that while the said lands had been identified as Lot 180 on "The Homestead" plot, of record in Plot Book 93, Page 324, that Lot 180 would not in fact be a part of "The Homestead" project, and that there would be no benefits or obligations conferred with said lot, concerning "The Homestead" project.

THE PURPOSE OF THIS CONFIRMATORY-CORRECTIONAL DEED IS TO COMBINE THE ABOVE-DESCRIBED TWO ADJACENT TRACTS OF LAND (now known as 1-33 21.05 29.00 and 1-33 21.00 63.00), INTO A SINGLE PARCEL, so that it exists for planning and zoning purposes, assessment and taxation purposes and also for all other purposes, as a single parcel, TO BE GIVEN A SINGLE TAX MAP PARCEL NUMBER.

03402 P. 161



LOT ADDITION (LOT #180-"THE HOMESTEAD") OF CHARLES E. & CONNIE I. PARKER
TOWN OF MILLSBORO, DAGGERS HUNDRED, SUSSEX COUNTY, DELAWARE

REFERENCES: TAX MAP 1-33-21.00 PARCEL 63.00
PIAT BOOK 93-PAGE 324
PIAT BOOK 9-PAGE 51 ("HOLLY STREET ADDITION TO MILLSBORO")

● IRON PIPE FOUND

DATE: NOV. 11, 2006

REVIEWED
Town of Millsboro

11/21/06 Sgt

PREPARED BY:
WALTER R. TODD
23282 E. TRAP POND ROAD
GEORGETOWN, DE 19847
PHONE: 858-2990



Name	Title	Date
<i>Steph L. Lingo</i>	<i>Town Manager</i>	<i>11/16/06</i>

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their Hands and Seals, the day and year aforesaid.

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
Witness
[Signature]
Witness

[Signature] (SEAL)
CHARLES E. PARKER

[Signature] (SEAL)
CONNIE L. PARKER

TOWN OF MILLSBORO
REALTY TRANSFER TAX
Serial Number 2245
Amount of City Tax XXXXX
Date Recorded 1-5-07
By DE

STATE OF DELAWARE SS.
COUNTY OF SUSSEX

BE IT REMEMBERED, that on this 26th day of December, in the year of our Lord two thousand six (2006), personally came before me, a Notary Public for the State and County aforesaid, CHARLES E. PARKER and CONNIE L. PARKER, his wife, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their deed.

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

[Signature]
June Ellen West, Attorney at Law,
licensed to practice in State of
Delaware (Notarial Officer pursuant
to 29 De. C. 84323)

Return to:
Mr. and Mrs. Charles E. Parker
P.O. Box 296
Odessa DE 19730

RECEIVED

JAN 08 2007

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**

RECORDED OF DEEDS

07 JAN -5 AM 9:29

DOC. FEE CHARGE PAID

Mayor & Town Council,

As the existing MR-RPC Code (210-20 J) still references a 6000 square feet lot as the minimum lot size with a 60 foot frontage and the newly established MR lot size has increased to 13,000 square feet minimum lot size with 100 feet of frontage and 130 feet of depth required. Please consider changing (210-20 J) to read , The minimum lot area and lot width of detached single-family dwelling lots established within the development shall not be less than $\frac{2}{3}$ of the normal minimum lot area and $\frac{3}{4}$ of the 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 less than 8000 square feet or a lot width of less than 75 feet. Setbacks shall not be reduced for detached single-family dwellings.

$\frac{2}{3}$ of 13000 feet = 8,666 square feet

$\frac{3}{4}$ of 100 feet frontage = 75 feet

8000 square feet would be the absolute minimum lot size

No reduction of setbacks

This will reduce houses being so close in proximity and leave some green space for the enjoyment of all.

- (g) Provision for water supply.
- (h) Provision for sewage disposal.
- (i) Prevention of pollution of surface and ground water.
- (j) Minimization of erosion and sedimentation, minimization of changes in groundwater levels, minimization of increased rates of runoff, minimization of potential for flooding and design of drainage so that groundwater recharge is maximized.
- (k) Provision for safe vehicular and pedestrian movement within the site and to adjacent ways.
- (l) Effect on area property values.
- (m) Preservation and conservation of farmland.
- (n) Effect on schools, public buildings and community facilities.
- (o) Effect on area roadways and public transportation.
- (p) Compatibility with other area land uses.
- (q) Effect on area waterways.
- (r) Whether, in the judgment of the Town Council, estimated costs to be borne by the Town cannot be met from available Town funds which reasonably may be anticipated to become available to the Town and applicable to subdivision purposes.
- (s) Whether, in the opinion of the Town Council, the estimated expense to the Town cannot be justified on the basis of estimated tax returns which would accrue to the Town within a reasonable period of time.

I. Number of dwelling units permitted. The number of dwelling units permitted shall be determined by dividing the net development area by the minimum lot area per family or dwelling unit required by the district or districts in which the area is located. Net development area shall be determined by subtracting the area set aside for churches, schools, state wetlands or commercial use from the gross development area and deducting 25% of the remainder for streets or the actual area of proposed streets, whichever is less. The area of land set aside for common open space or recreational use shall be included in determining the number of dwelling units permitted. Maximum density shall not exceed 10 living units for each net development acre.

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.

K. Requirements regarding parking, streets, and driveway. Off-street parking shall be provided meeting the minimum requirements of these regulations or at least two per unit, excluding garages. Design and improvements of parking lots and garages shall also conform to these regulations and other applicable regulations or ordinances. Design, arrangement, and improvement of streets and driveways shall conform to ordinance or ordinances and regulations governing the subdivision of land;^[3] provided, however, that streets in such district shall be considered, at the minimum, minor streets requiring a fifty-foot right-of-way with 30 feet of paving, curb to curb. Sidewalks may be required.

[Amended 12-1-2003]

[3] *Editor's Note: See Ch. 178, Subdivision of Land.*

L. Guaranty of completion. Before approval of a development plan, the Planning Commission may recommend and the Town Council may require a contract with safeguards approved by the Town

Tax Parcel Nos.: 133-20.00-32.00, 37.00 & 37.01

Prepared by and Return to:
David C. Hutt, Esq.
Morris James LLP
P. O. Box 690
Georgetown, DE 19947

**RECIPROCAL ACCESS, UTILITY,
DRAINAGE AND LANDSCAPE EASEMENT
AND
MAINTENANCE AGREEMENT**

This **RECIPROCAL ACCESS, UTILITY, DRAINAGE AND LANDSCAPE EASEMENT AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into as of this ____ day of _____, 2023 (the "Effective Date"), by and between **LENCRAFT, LLC**, a Maryland limited liability company with offices at 7035 Albert Einstein Drive, Suite 200, Columbia, MD 21044 ("Lencraft") and **THE TOWN OF MILLSBORO**, a municipal corporation of the State of Delaware, whose address is 322 Wilson Highway, Millsboro, DE 19966 ("Town"),

RECITALS

A. Lencraft is the record owner in fee simple of those certain parcels of real property situate, lying and being on the south side of Route 24 (Millsboro Highway), said pieces or parcels of land being located in Dagsboro Hundred, Sussex County, Delaware, being the lands more particularly described in the following two deeds: (1) a Deed dated October 10, 2005, and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware (the "Recorder's Office") in Deed Book 3231, Page 220 and being further shown and designated on the tax maps of the Sussex County Department of Finance as Tax Parcel No. 1-33 20.00 37.00, and (2) a Deed dated December 28, 2004, and recorded in the Recorder's Office in Deed Book 3265, Page 161 and being further shown and designated on the tax maps of the Sussex County Department of Finance as Tax Parcel No. 1-33 20.00 32.00 (the "Lencraft Parcels");

B. Town is the record owner in fee simple of that certain parcel of real property situate, lying and being on the south side of Route 24 (Millsboro Highway), said piece or parcel of land being located in Dagsboro Hundred, Sussex County, Delaware, being the lands more particularly described in a Deed dated April 30, 2008, and recorded in the Recorder's Office in Deed Book 3574, Page 15 and being further shown and designated on the tax maps of the Sussex County Department of Finance as Tax Parcel No. 1-33 20.00 37.01 (the "Town Parcel");

C. The Lencraft Parcels are part of a residential community known as Plantation Lakes, a Residential Planned Community within the municipal limits of the Town being developed by Lencraft subject to, among other things, that certain Plantation Lakes Annexation and Development Agreement dated October 15, 2004, and recorded in the Recorder's Office in Deed Book 3066, Page 208, as amended ("PL A&D Agreement");

D. Since 2004, a number of amendments have been made to the PL A&D Agreement and to the layout and design of the Plantation Lakes community;

E. The Fifth Amendment to Plantation Lakes Annexation and Development Agreement, dated November 15, 2021 and recorded in the Recorder's Office in Deed Book 5594, Page 101 ("Fifth Amendment"), added a new provision to the PL A&D Agreement regarding the Lencraft Parcels and the Town Parcel, which provision states as follows:

4.4. The stormwater management pond to be located between the Community Recreation Facility South and the Town's Park Parcel shall include areas within Plantation Lakes and the Town's Park Parcel in order to manage storm water from both properties and specifically to include assisting the Town in managing the stormwater for the Town's Park Parcel. The location and size of the shared stormwater management pond is subject to change based upon the stormwater needs of Plantation Lakes and as the Town provides direction on its plans for the Town's Park Parcel. The stormwater management pond shall be constructed by the Developer and maintained by the Developer until turnover of the management of common areas to the property owners association in Plantation Lakes. Prior to construction of the shared stormwater pond, the Town and the Developer shall execute an agreement containing cross-access easements and specific terms identifying management areas, stormwater volumes, cross access, and any contributions for maintenance. In connection with Developer's construction of the shared stormwater pond, Developer shall have the right but not the obligation to utilize existing fill on the Town Park Parcel in an area(s) approved by the Town. In any area(s) where fill is removed from the Town Park Parcel, the area will be refilled with topsoil, rough graded back to its present condition and seeded to provide positive drainage to the shared stormwater management pond so that these areas can be utilized by the Town.

F. The Lencraft Parcels and Town Parcel are already subject to the easements described and shown on the "Partition Plat Land of Lencraft, LLC," dated April 24, 2008, prepared by Morris & Ritchie Associates, Inc., recorded in the Recorder's Office in Plot Book 119, Page 247 and as further described in the above-referenced deed conveying the Town Parcel from Lencraft to the Town (Deed Book 3574, Page 15);

G. The final design and engineering of the areas of the Plantation Lakes community that include the Lencraft Parcels adjacent to the Town Parcel are presently being completed;

H. Lencraft and Town desire to amend, supersede and replace the easement reserved in the Deed to the Town Parcel (Deed Book 3574, Page 15) with this Agreement;

I. Lencraft and Town desire to define the management areas, stormwater volumes, cross access, and any contributions for maintenance as required in the Fifth Amendment in order to fulfill the storm water management requirements of the Town and the Sussex Conservation District for the future development of the Town Parcel, the Lencraft Parcels and the Plantation Lakes community;

J. For that purpose the Town Parcel, the Lencraft Parcels and the Offsite Parcels (the "Offsite Parcels") include, stormwater management from Route 24 (Millsboro Highway), Sussex County Road 409 (Mumford Road), and the following adjacent and nearby properties designated on the tax maps of the Sussex County Department of Finance as Tax Parcel Nos.: 1-33 20.00 25.00, 25.02, 26.00, 26.01, 27.00, 28.00, 29.00, 34.01, 35.00, 36.00, 37.02, 38.00, 38.01, 39.00, 39.001, 39.04, 40.00, 53.00 and 53.02) were divided into drainage areas with the drainage areas from the Lencraft Parcels, the Town Parcel and the Offsite Parcels sharing the use of the storm water management pond located on the Lencraft Parcels and the Town Parcel to manage the quantity and quality of surface drainage from the development of the Lencraft Parcels and the Town Parcel (sometimes referred to hereinafter as a "Parcel" or the "Parcels");

K. The storm water management pond ("SWM Pond") with drainage areas ("Drainage Areas") shared by portions of the Town Parcel, Lencraft Parcels, and Offsite Parcels are identified on a plat prepared by Morris & Ritchie Associates, Inc., entitled "_____," also labeled as "_____," dated _____, 2023 and recorded _____, 2023 in the Recorder's Office in Plot Book _____, Page _____ and further detailed on exhibits prepared by Whitman, Requardt & Associates, LLP, entitled "Easement Exhibits," dated April 18, 2023 attached hereto as **Exhibit A** (collectively the "Easement Plats");

L. The SWM Pond is located within both the Lencraft Parcels and the Town Parcel as shown on the Easement Plats;

M. As shown on the Easement Plats, the following acreage drains into the SWM Pond:

- Town Parcel: areas consisting of 10.0± acres;
- Lencraft Parcels: areas consisting of 103.0± acres;
- Offsite Parcels: areas consisting of 42.0± acres (4.5± acres from Route 24 (Millsboro Highway), 0.5± acres from Sussex County Road 409 (Mumford Road) and the balance from the previously identified parcels);

N. The Lencraft Parcels using the SWM Pond shall be designed and constructed in accordance with the site plans approved by the Town through its approval process in accordance with the Town Code and the PL A&D Agreement, as amended;

O. The SWM Pond is designed to allow the Town to design and develop the Town Parcel so that no more than sixty percent (60%) of the area within the Town Parcel shall have impervious cover;

P. Lencraft and the Town desire to grant and declare reciprocal, non-exclusive easements for surface water drainage over and through the storm water drainage systems, the easements include the SWM Pond located across both the Lencraft Parcels and the Town Parcel and associated infrastructure (“Drainage & Detention Facilities”) which collect storm water drainage from the Lencraft Parcels, the Town Parcel and the Offsite Parcels;

Q. The Drainage & Detention Facilities within the Lencraft Parcels may be conveyed to Plantation Lakes Homeowners’ Association, Inc. or other association(s) of property owners for the Plantation Lakes community or other entity, in which event such association or other entity will accede to the rights and obligations in respect to the Drainage & Detention Facilities;

R. Lencraft and the Town desire to grant each other an easement to discharge storm water from their respective Parcels into the Drainage & Detention Facilities;

S. Lencraft and the Town further desire to provide for the maintenance and repair of the Drainage & Detention Facilities; and

T. In addition, Lencraft and the Town desire to provide for temporary construction easements along with the permanent easements described herein.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00), the foregoing presents, the terms, covenants, and conditions hereinafter set forth and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Lencraft and the Town, for themselves and their successors, grantees and assigns, hereby declare as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference.

2. **Easements Granted.**

a. **Temporary Construction Easement.** The Town hereby grants, releases, and conveys to Lencraft, its employees, agents, contractors, servants, licensees and invitees a temporary and non-exclusive right of access and construction easement on, over, upon and across the entirety of the Town Parcel (shown on the Easement Plats as “Temporary Construction Easement”) for the purpose of passage, access, and use, both pedestrian and vehicular, in connection with the installation and construction of utilities, landscaping, road

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improvements and the Drainage & Detention Facilities (including, without limitation, for the purpose of mass grading and construction staging activities with respect thereto and the use of fill from the Town Parcel and obligation to refill and grade those areas as more specifically set forth in Section 4.4 of the Fifth Amendment). The term of this Temporary Construction Easement shall commence on the date hereof and shall automatically terminate upon final completion of the installation of all utilities and the Drainage & Detention Facilities on the Town Parcel; provided, however, that Lencraft's permanent easements and maintenance, replacement and repair obligations described in this Agreement shall survive termination of this Temporary Construction Easement.

b. **Access, Utility and Landscape Easements.** The Town hereby grants, releases, and conveys to Lencraft, its employees, agents, contractors, servants, licensees and invitees, permanent and perpetual easements and rights of way on, over, across, through and under the Town Parcel in the areas described on the Easement Plats as "Public Access," "Private Drainage Utility," "Landscape," "Private SWM Drainage," "Maintenance" and other combinations of those terms indicating, utility, drainage, access and maintenance easements (collectively, the "Access, Utility and Landscape Easements"), which Access, Utility and Landscape Easements are hereby reserved for use as and for the purpose of installing landscaping consistent with other entrances and roadways in the Plantation Lakes community, utilities, stormwater management and/or drainage improvements, connecting to currently existing utilities and/or drainage improvements, and for purposes of maintaining, repairing, servicing, enlarging, reducing, altering and removing any landscaping, utility (including water, sewer, gas, electric, communications), stormwater management and/or drainage ditches, lines, cable, mains, pipes, laterals, valves, meter pits and meters, switches, manholes and all appurtenances thereto (collectively, the "AUL Improvements"), together with the right to excavate and a duty to refill excavations (excluding ditches) for the AUL Improvements; the right to use for temporary access and staging of materials and equipment an area fifteen (15) feet in width binding on and running along the boundary of the Access, Utility and Landscape Easements ("Temporary Access Area"); the right to remove trees, bushes, undergrowth and other obstructions interfering with the Access, Utility and Landscape Easements and the Temporary Access Area; and the Town agrees to keep the area within the Access, Utility and Landscape Easements and the Temporary Access Area perpetually free and clear of all construction, including without limitation garages, storage sheds, fences, etc., that would obstruct in any way the use and purposes of the Access, Utility and Landscape Easements and the Temporary Access Area.

c. **Storm Water Drainage and Access Easements.** Lencraft hereby grants, releases, and conveys to the Town a non-exclusive easement in perpetuity, for surface water drainage to, and routine maintenance of, the portions of the SWM Pond on the Lencraft Parcels for the storm water management of the Town and for the benefit and common use of the Town, and its employees, agents, customers, invitees, successors and assigns. Said easement expressly includes access to all the Drainage & Detention Facilities on the Lencraft Parcels. The Town hereby grants, releases, and conveys to Lencraft a non-exclusive easement in perpetuity, for surface water drainage to, and routine maintenance of, the portions of the SWM Pond established on the Town Parcel for the storm water management of the Lencraft Parcels and for the benefit and common use of Lencraft, its future owners, and their respective

employees, agents, customers, invitees, successors and assigns. Said easement expressly includes access to all the Drainage & Detention Facilities that are on the Town Parcel.

3. Maintenance, Repair and Replacement of the Drainage & Detention Facilities. The Drainage & Detention Facilities shall be maintained and repaired using best management practices in compliance with all Federal, State, County and/or local statutes and regulations for storm and surface water management, including the reasonable costs and expenses (the "Costs and Expenses") of any such maintenance, repairs and/or replacements (collectively "Best Practices"). Lencraft shall be solely responsible for the maintenance, repair and replacement of the Drainage & Detention Facilities. This includes Lencraft being responsible for the cost of electric, pond equipment replacement and repair, general maintenance (including, but not limited to grass cutting) and repair of the SWM Pond. Unless the parties agree otherwise in writing, the responsibility for arranging or coordinating any necessary general maintenance (including, but not limited to, grass cutting), repairs, or replacements to the SWM Pond in accordance with Best Practices shall rest with Lencraft. If, based on an assessment from the then current pond maintenance company or other licensed professional with experience in storm water management (the "Maintenance Professional"), the Town receives information that the SWM Pond, is not being maintained and repaired in accordance with Best Practices, the Town shall notify Lencraft in accordance with the notice provisions of Section 15 herein, and include in the notice, a copy of the report from the Maintenance Professional describing the deviation from Best Practices. Lencraft shall have forty-five (45) days to respond in writing to the Town, which response shall include whether Lencraft intends to initiate the maintenance, repair or replacement and the time period in which the maintenance, repair or replacement is to be completed. In no event, shall the maintenance, repair or replacement extend more than sixty (60) days from the initial notice from the Town. If Lencraft has not undertaken said maintenance, repair or replacement or notified the Town of its position within forty-five (45) days of the initial notice, the Town shall have the right, but not the obligation, to undertake said maintenance, repair or replacement in compliance with Best Practices, the costs and expenses of which shall be paid for by the Town and Lencraft shall reimburse the Town within thirty (30) days of receipt of written notice, to include evidence of such Costs and Expenses thereof from the Town. If Lencraft disputes the notice letter and report from the Town, it must obtain a report from a Maintenance Professional setting forth why the maintenance, repair or replacement is not needed in order to comply with Best Practices. If the parties and their Maintenance Professionals cannot agree, the parties Maintenance Professionals shall select an independent Professional Engineer to make a final determination whether Best Practices require the maintenance, repair or replacement. If the Professional Engineer determines that the Town's Maintenance Professional's suggested maintenance, repair or replacement is in accordance with Best Practices, the cost of the independent Professional Engineer shall be borne by Lencraft. If the independent Professional Engineer determines that the Town's Maintenance Professional's suggested maintenance, repair or replacement is not in accordance with Best Practices, the cost of the independent Professional Engineer shall be borne by the Town. In addition, if any dispute between Lencraft and the Town as to whether or not any of the Costs and Expenses are consistent with Best Practices is not resolved between the parties, then the dispute shall be adjudicated by an independent Professional Engineer mutually agreed upon by the parties and, if there is no agreement as to the independent Professional Engineer, then

the parties Maintenance Professionals shall select an independent Professional Engineer to make a final determination, who, in turn, shall make a final determination as to the reasonableness and allocation of such Costs and Expenses. The cost of the independent Professional Engineer shall be borne by the non-prevailing party in the dispute as determined by the independent Professional Engineer.

4. Compliance with Storm Water Regulations and the Easement Plats. Each party agrees that the other is granted an easement to discharge storm water from said party's lands into the SWM Pond through the drainage easements set forth in this Agreement. Each party agrees not to use the Drainage & Detention Facilities shown on the Easement Plats in any way that violates an applicable law, ordinance, approval or regulation. Neither party shall remove or diminish the capacity of the Drainage & Detention Facilities without the prior written consent of the other party and the Sussex Conservation District (or other governmental agency overseeing surface water drainage) and without, at that party's cost, demonstrating that the modified drainage system will accommodate storm water drainage originating from the other party's Parcel in the same quantity and to the same quality shown on the Easement Plats. Further, the parties agree not to modify, change, or relocate the Drainage & Detention Facilities in any manner that interferes with or adversely affects the other party's surface water drainage into the SWM Pond, increases the quantity of storm water directed to the SWM Pond without increasing capacity based on approved plans from the Sussex Conservation District (or other governmental agency overseeing surface water drainage), or detracts from the quality of the storm water being managed on each Parcel. Notwithstanding anything contained herein to the contrary, should either party need to increase capacity of the Drainage & Detention Facilities, including, but not limited to the SWM Pond, to facilitate drainage for future development of their Parcel, that party may do so at their own sole expense, and only in accordance with approved plans from the Sussex Conservation District (or other governmental agency overseeing surface water drainage).

5. Maintenance, Repair and Replacement of the Access, Utility and Landscape Easements. The AUL Improvements within the Access, Utility and Landscape Easements, shall be maintained and repaired in compliance with all Federal, State, County and/or local statutes and regulations and in keeping with the landscaping improvements at other entrances to the Plantation Lakes community and shall include the reasonable costs and expenses of any such maintenance, repairs and/or replacements (collectively the "MRR Obligations"). Lencraft shall be solely responsible for the MRR Obligations. The MRR Obligations do not include utility repairs for utilities owned, operated and maintained by third parties, *e.g.*, the electric company, phone/data company, water, sewer, etc. If, based on an assessment from the Town's Director of Public Works or Engineer, the Town receives information that the AUL Improvements are not being maintained, repaired and replaced in accordance with this Agreement, the Town shall notify Lencraft in accordance with the notice provisions of Section 15 herein, and include in the notice, a copy of the report from the Town's Director of Public Works or Engineer describing the portion of the AUL Improvements not being maintained or repaired in accordance with this Agreement and the recommended maintenance, repair or replacement. Lencraft shall have forty-five (45) days to respond in writing to the Town, which response shall include whether Lencraft intends to initiate the maintenance, repair or replacement and the time period in which the maintenance, repair or

replacement is to be completed. In no event, shall the maintenance, repair or replacement extend more than sixty (60) days from the initial notice from the Town. If Lencraft has not undertaken the maintenance, repair or replacement or notified the Town of its position within forty-five (45) days of the initial notice, the Town shall have the right, but not the obligation, to undertake said maintenance, repair or replacement in compliance with this Agreement, the costs and expenses of which shall be reimbursed by Lencraft to the Town within thirty (30) days of receipt of written notice from the Town, which notice shall include evidence of the costs thereof. If Lencraft disputes the notice letter and report from the Town, it must obtain a report from a qualified professional setting forth why the maintenance, repair or replacement is not needed in order to comply with this Agreement. If the parties cannot agree, the parties shall select an independent Professional Engineer to make a final determination whether this Agreement requires the maintenance, repair or replacement described in the notice. If the Professional Engineer determines that the Town's Director of Public Works or Engineer's suggested maintenance, repair or replacement is in accordance with this Agreement, the cost of the Professional Engineer shall be borne by Lencraft. If the Professional Engineer determines that the Town's Director of Public Works or Engineer's suggested maintenance, repair or replacement is not in accordance with this Agreement, the cost of the Professional Engineer shall be borne by the Town.

6. **Timing of Maintenance of Repairs.** Lencraft and the Town agree that any maintenance or repair of the Drainage Areas and Detention Facilities shall be performed at such times, in such manners, and as expeditiously as possible and shall prevent any disruption or interruption in the normal and customary use of both Parcels storm water management.

7. **Representations and Warranties.** Lencraft represents and warrants to the Town that it holds fee simple title to the Lencraft Parcels, that the execution, delivery, and performance of this Agreement by Lencraft has been duly authorized by all necessary corporate action, and that this Agreement constitutes valid and binding obligations of Lencraft and is enforceable against Lencraft. The Town represents and warrants to Lencraft that the execution, delivery, and performance of this Agreement by the Town has been duly authorized by all necessary actions of the Town, and that this Agreement constitutes valid and binding obligations of the Town and is enforceable against the Town.

8. **Binding Effect.** The Agreement and the rights herein granted, together with the obligations herein imposed, are easements appurtenant and shall run with the lands described herein and shall be binding upon and inure to the benefit of the owners of the Parcels and their successors and assigns, their mortgagees and their assigns.

9. **Reference in Future Instruments.** Reference to the easements herein and the rights and obligations hereby created and imposed in any deed or instrument of conveyance, lease, mortgage, or other evidence of obligation with respect to the Lencraft Parcels and/or the Town Parcel, or any part or portion thereof, shall be sufficient to grant such easement, and the rights and obligations thereunder, to the respective grantees, lessees, or to mortgagees and to reserve to the grantor or lessor therein, their successors, grantees, and assigns, and all parties claiming by, through, or under them, as easements appurtenant to the remainder to the Lencraft Parcels or the Town Parcel, as the case may be, the easements

created by this Agreement for the benefit of any other owner, occupant, tenant, purchaser, mortgagee, or any other person acquiring any interest with respect to the Lencraft Parcels or the Town Parcel, as the case may be, as fully and completely as such easements and rights and obligations thereunder were recited fully and set forth in their entirety in any such document.

10. Insurance. The parties to this Agreement will at all times maintain property and commercial general liability insurance in such amounts as are reasonable and commercially customary for their Parcel and obligations herein, and neither party will be responsible for the liability insurance of the other Party.

11. Estoppel Statements. A party shall, within fifteen (15) days after receiving a written request from the other party, deliver a written statement which may be relied upon by the requesting party, or any transferee of the requesting party, setting forth (i) whether the requesting party has fully complied with the provisions hereof, and if not, setting forth in reasonable detail the nature of any violations; and (ii) any other matter reasonably requested by the requesting party related to this Agreement. The failure of a party to deliver such statement within the said fifteen (15) day period shall be conclusive evidence against the receiving party that the requesting party has fully complied with its obligations hereunder to the receiving party as of the date of the request.

12. Amendment. Any modifications or amendments of this Agreement must be in writing and executed with the same formality as this Agreement and recorded in the Office of the Recorder of Deeds, aforesaid.

13. Further Assurances. The parties pledge their active, good faith cooperation in the implementation and operation of the easements contemplated by this Agreement. Further, the parties agree to make, execute and deliver any and all further instruments, forms, documents or further assurances reasonably required to carry out the intent and purposes of this Agreement.

14. No Waiver. In the event of the failure of either party to this Agreement to insist upon the full performance of any of the terms and conditions of this Agreement by the other, such forbearance shall not be construed thereafter as a waiver of such term(s) or condition(s), and the same shall continue and remain in full force and legal effect as if no such forbearance had occurred.

15. Enforcement. The rights and liabilities of the parties herein may be enforced by appropriate action, at law or in equity, the parties acknowledging the equitable and legal rights and liabilities created under this Agreement. In the event any action must be taken by either party to compel the performance of the other under this Agreement, the successful party to such action shall be entitled to the recovery of its reasonable costs and attorneys' fees, incurred in the enforcement of this Agreement, along with any other sums due and owing such party, arising under this Agreement.

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16. **Delaware Law, Integration, Merger, Notice.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware. This Agreement contains the entire Agreement of the parties concerning the subject matter hereof. The ownership of one or more of the Parcels by one person or entity shall not result in a merger of the easements and rights granted herein. Any and all notices required or contemplated herein shall be sent to the respective party at the address above by postage prepaid certified mail, hand delivery, national "overnight" courier service, or by facsimile followed by postage prepaid certified mail.

*BALANCE OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.*

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IN WITNESS WHEREOF, the said Lencraft, LLC, a Delaware limited liability company, has caused its name to be hereunto set under seal, on the day and year aforesaid.

LENCRAFT, LLC, a Delaware limited liability company

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

By: _____ (SEAL)

Brian M. Hayden
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.

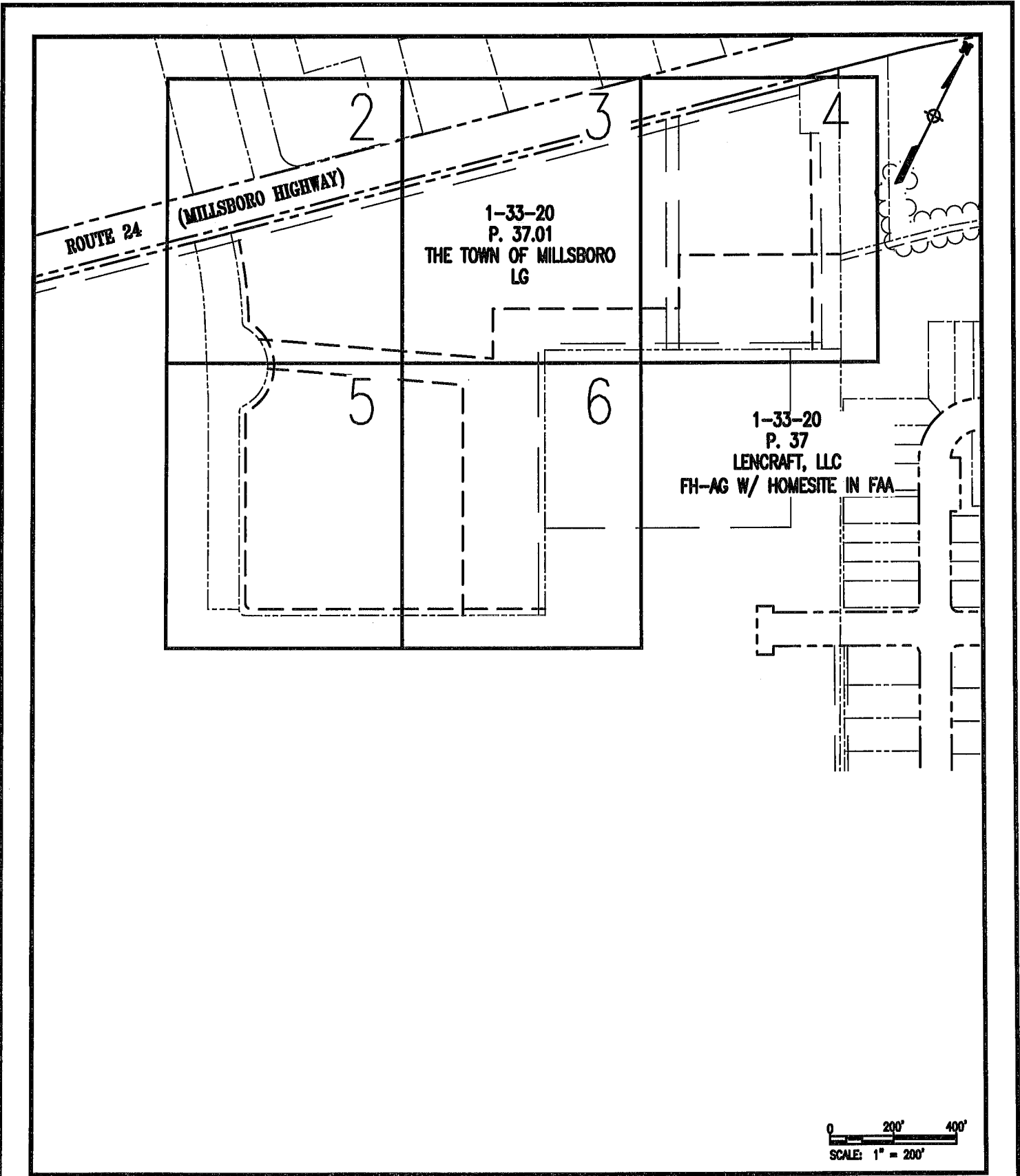
NOTARY PUBLIC

Name Typewritten or Printed
My Commission Expires: _____

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EXHIBIT A

Easement Exhibits



OWNER /APPLICANT LENCRAFT, LLC
 7035 ALBERT EINSTEIN DRIVE SUITE 200 COLUMBIA, MD 21046

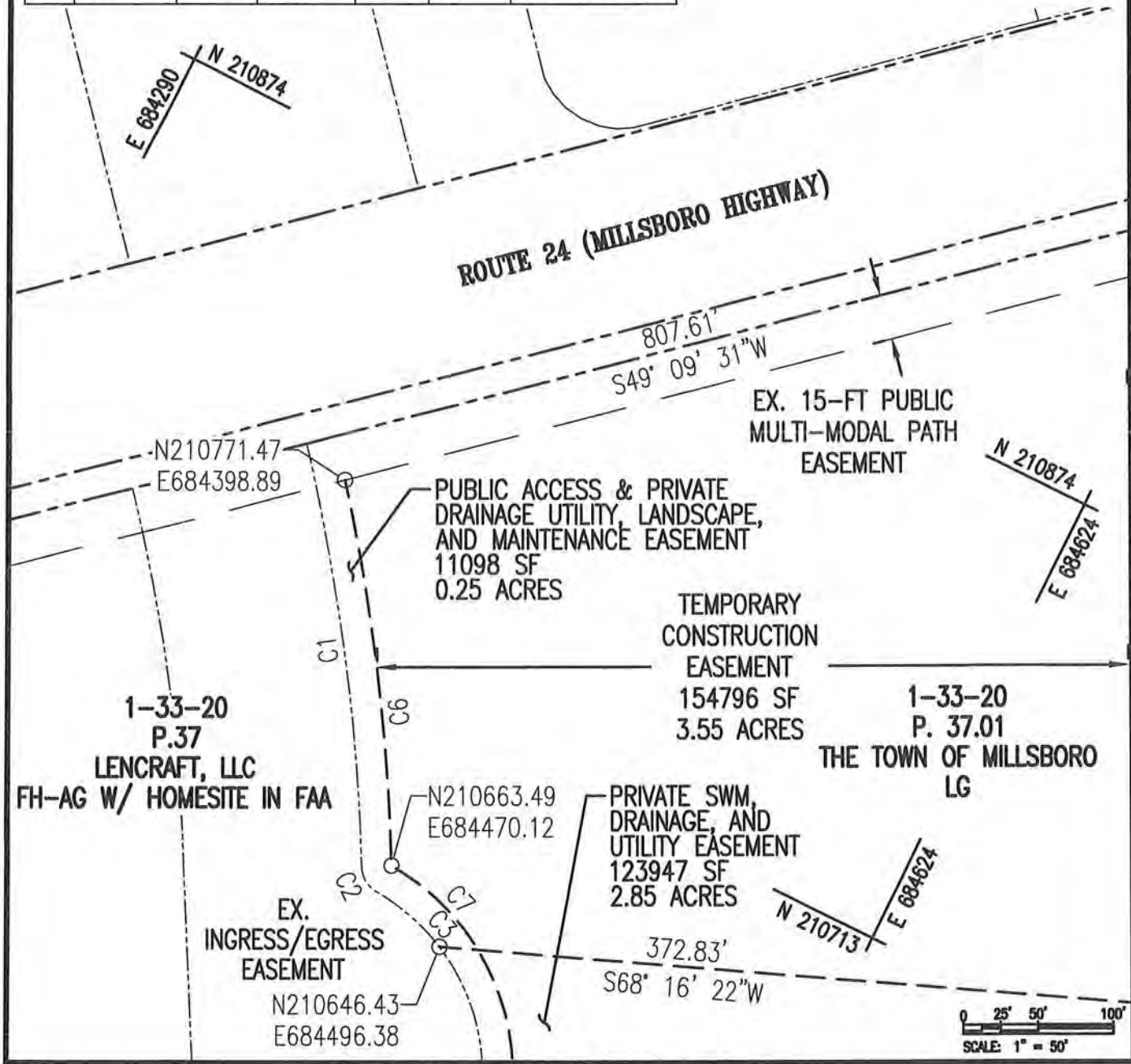
EASEMENT EXHIBIT

ENGINEER WHITMAN, REQUARDT & ASSOCIATES, LLP
 91 801 SOUTH CAROLINE STREET
 BALTIMORE, MARYLAND 21231

SUSSEX COUNTY, DELAWARE

SHEET 1 OF 6 APRIL 18, 2023

CURVE TABLE						
NO.	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
C1	11°57'06"	682.30	71.42'	142.32'	142.06'	S 34°01'32.83" E
C2	58°36'59"	10.00	5.61'	10.23'	9.79'	S 57°21'29.67" E
C3	124°16'52"	70.00	132.43'	151.84'	123.77'	S 24°31'33.51" E
C6	10°43'19"	692.30	64.96'	129.55'	129.36'	S 33°24'39.33" E
C7	124°16'52"	80.00	151.35'	173.53'	141.46'	S 24°31'33.51" E



MATCHLINE - SEE SHEET 3 OF 6

MATCHLINE - SEE SHEET 5 OF 6

OWNER /APPLICANT LENCRAFT, LLC 7035 ALBERT EINSTEIN DRIVE SUITE 200 COLUMBIA, MD 21046		EASEMENT EXHIBIT	
ENGINEER WHITMAN, REQUARDT & ASSOCIATES, LLP 801 SOUTH CAROLINE STREET BALTIMORE, MARYLAND 21231		SUSSEX COUNTY, DELAWARE	
		SHEET 2 OF 6	
		APRIL 18, 2023	

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Line Table		
Line #	Length	Direction
L2	427.00	S26° 26' 28"E
L3	448.58	S63° 33' 32"W
L1	417.00	N26° 26' 28"W

ROUTE 24 (MILLSBORO HIGHWAY)

2543.71'
S49° 09' 31"W

807.61'
S49° 09' 31"W

EX. 15-FT PUBLIC
MULTI-MODAL PATH
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT
154796 SF
3.55 ACRES

N 211118
E 684914

MATCHLINE - SEE SHEET 2 OF 6

MATCHLINE - SEE SHEET 4 OF 6

1-33-20
P. 37.01
THE TOWN OF MILLSBORO
LG

PRIVATE SWM,
DRAINAGE, AND
UTILITY EASEMENT
123947 SF
2.85 ACRES

N210854.16
E684808.06

294.32'
S63° 33' 32"W

0 25' 50' 100'
SCALE: 1" = 50'

N210784.44
E684842.72

77.86'
S26° 26' 24"E

N210836.86
E684896.09

N 210862
E 684914
L3

EX. 10-FT DRAINAGE
AND UTILITY EASEMENT

N63° 33' 32"E

372.83'
S68° 16' 22"W

L2
L1

468.58'

MATCHLINE - SEE SHEET 6 OF 6

OWNER /APPLICANT LENCRAFT, LLC
7035 ALBERT EINSTEIN DRIVE SUITE 200 COLUMBIA, MD 21046

EASEMENT EXHIBIT

ENGINEER WHITMAN, REQUARDT & ASSOCIATES, LLP
801 SOUTH CAROLINE STREET
BALTIMORE, MARYLAND 21231

SUSSEX COUNTY, DELAWARE

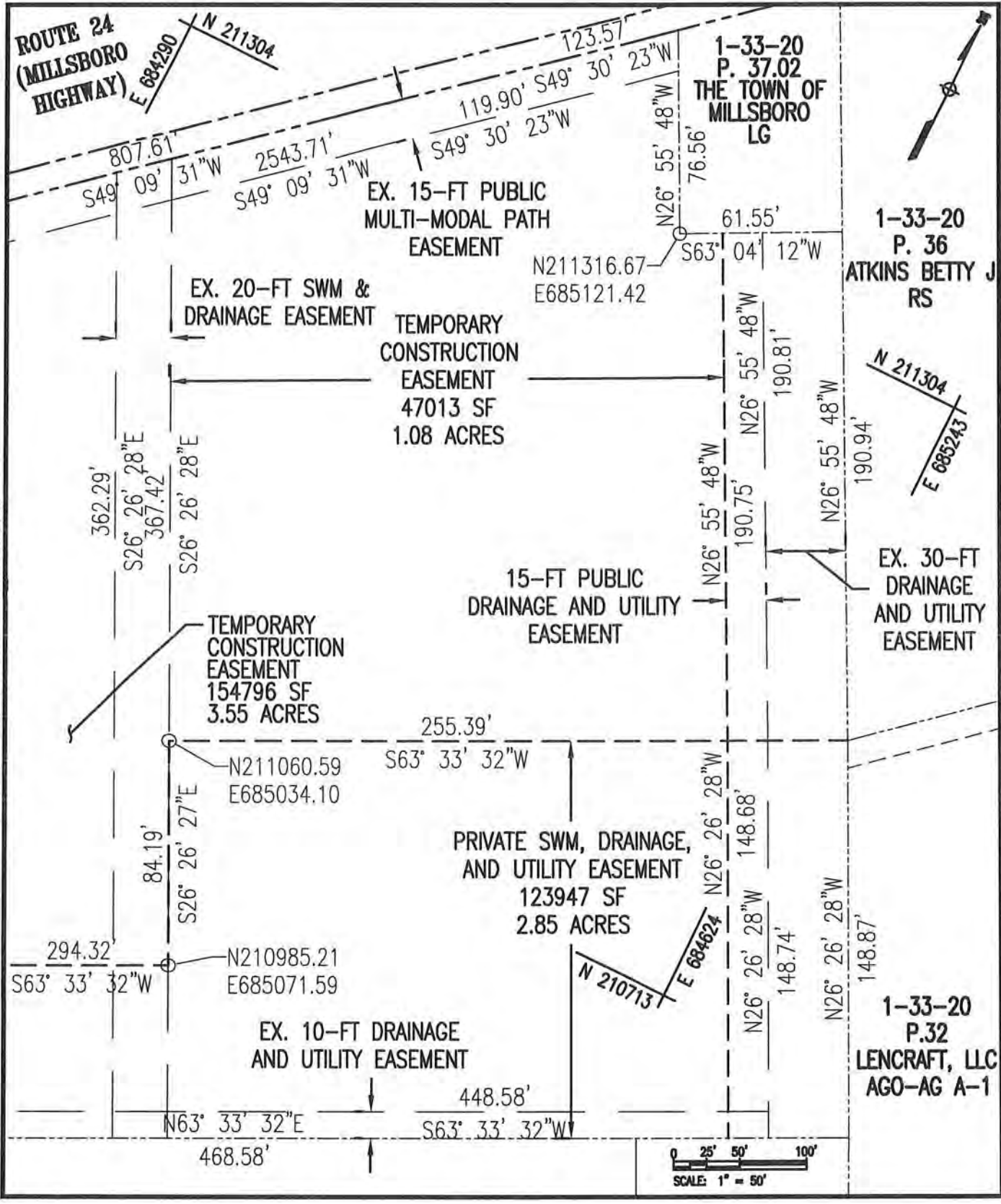
SHEET 3 OF 6

APRIL 18, 2023

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MATCHLINE - SEE SHEET 3 OF 6



OWNER /APPLICANT LENCRAFT, LLC
 7035 ALBERT EINSTEIN DRIVE SUITE 200 COLUMBIA, MD 21046

ENGINEER WHITMAN, REQUARDT & ASSOCIATES, LLP
 801 SOUTH CAROLINE STREET
 BALTIMORE, MARYLAND 21231

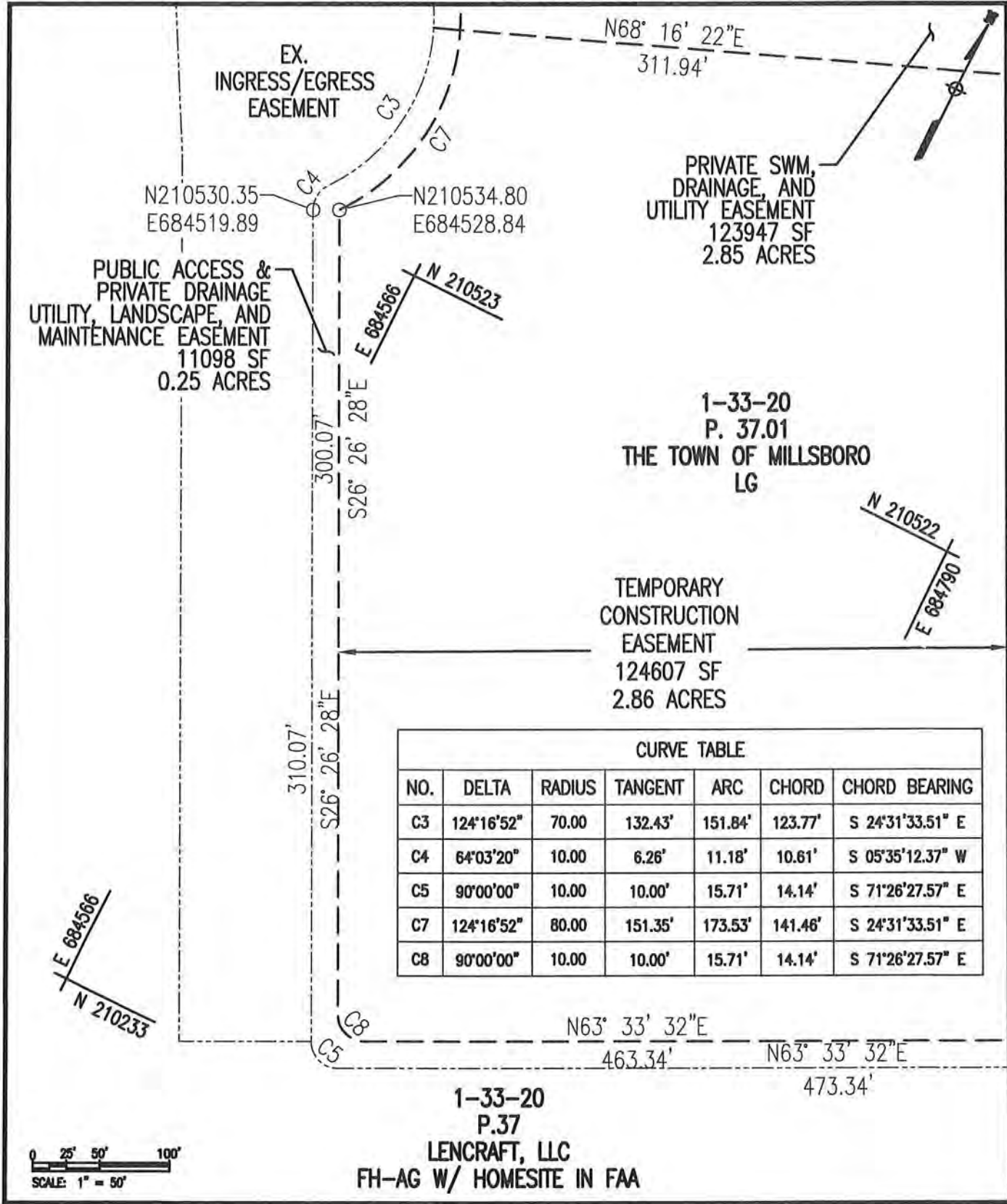


EASEMENT EXHIBIT

SUSSEX COUNTY, DELAWARE 94

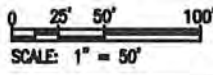
SHEET 4 OF 6 APRIL 18, 2023

MATCHLINE - SEE SHEET 2 OF 6



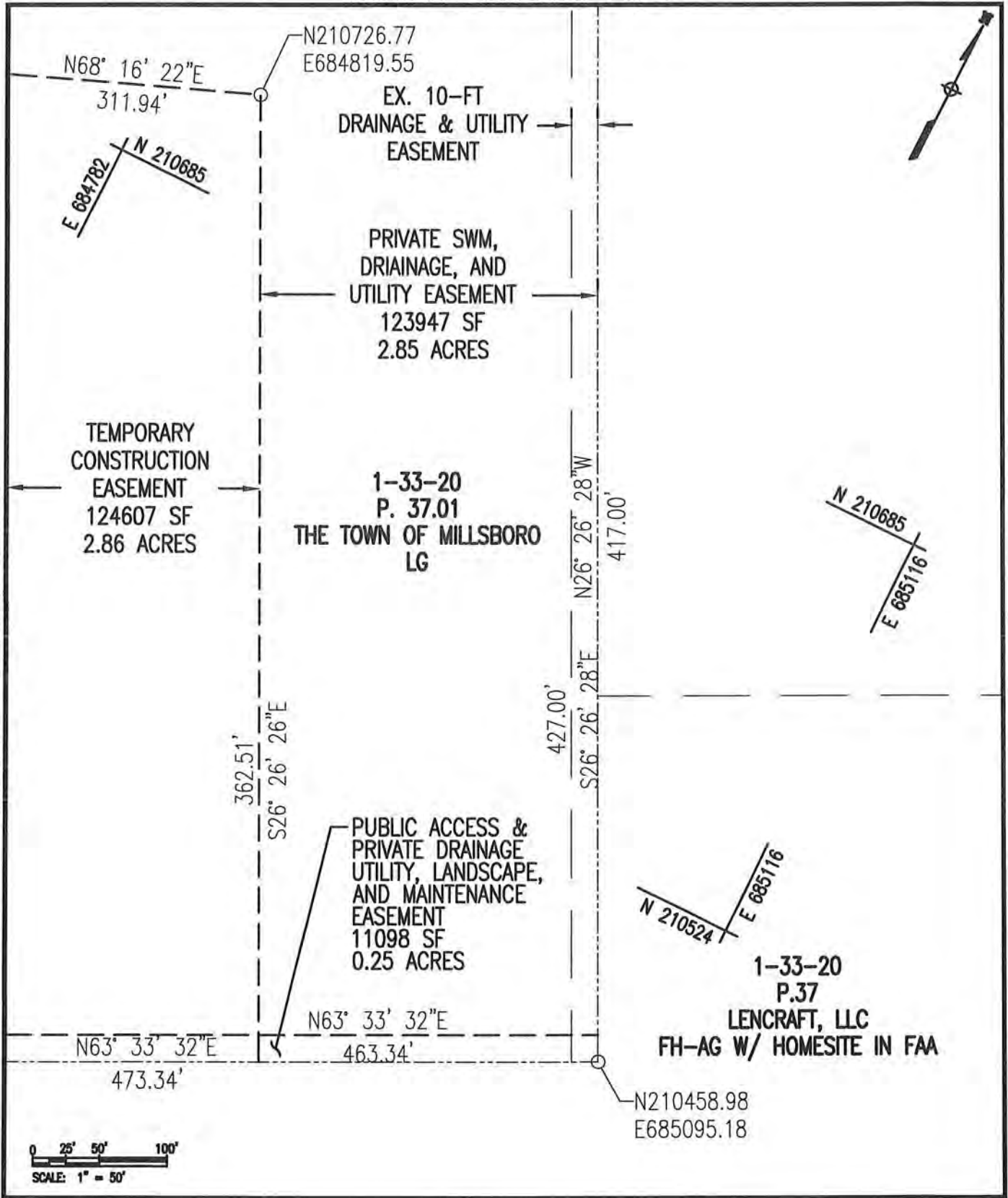
MATCHLINE - SEE SHEET 6 OF 6

CURVE TABLE						
NO.	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
C3	124°16'52"	70.00	132.43'	151.84'	123.77'	S 24°31'33.51" E
C4	64°03'20"	10.00	6.26'	11.18'	10.61'	S 05°35'12.37" W
C5	90°00'00"	10.00	10.00'	15.71'	14.14'	S 71°26'27.57" E
C7	124°16'52"	80.00	151.35'	173.53'	141.46'	S 24°31'33.51" E
C8	90°00'00"	10.00	10.00'	15.71'	14.14'	S 71°26'27.57" E




1-33-20
P.37
LENCRAFT, LLC
FH-AG W/ HOMESITE IN FAA

OWNER /APPLICANT LENCRAFT, LLC 7035 ALBERT EINSTEIN DRIVE SUITE 200 COLUMBIA, MD 21046		EASEMENT EXHIBIT	
ENGINEER 95  WHITMAN, REQUARDT & ASSOCIATES, LLP 801 SOUTH CAROLINE STREET BALTIMORE, MARYLAND 21231		SUSSEX COUNTY, DELAWARE	
		SHEET 5 OF 6	
		APRIL 18, 2023	



OWNER /APPLICANT LENCRAFT, LLC
 7035 ALBERT EINSTEIN DRIVE SUITE 200 COLUMBIA, MD 21046

ENGINEER WHITMAN, REQUARDT & ASSOCIATES, LLP
 801 SOUTH CAROLINE STREET
 BALTIMORE, MARYLAND 21231



EASEMENT EXHIBIT

SUSSEX COUNTY, DELAWARE *96*

SHEET 6 OF 6

APRIL 18, 2023

MISC BILLINGS- NEW BALANCE					
5/31/2023					
Date	Acct	Name	Amount		Rpt Code
8/3/2022	323	Millwood Acq	2.14	Interest	GenMis
9/6/2022	323	Buffalo Construction	4.69	Interest	GenMis
9/6/2022	323	Buffalo Construction	7.03	Interest	GenMis
9/6/2022	323	Millwood Acq	2.14	Interest	GenMis
10/4/2022	423	Buffalo Construction	4.69	Interest	GenMis
10/4/2022	423	Buffalo Construction	7.03	Interest	GenMis
10/4/2022	423	Millwood Acq	2.14	Interest	GenMis
11/9/2022	523	Buffalo Construction	0.07	Interest	GenMis
11/9/2022	523	Buffalo Construction	0.11	Interest	GenMis
11/9/2022	523	Millwood Acq	2.14	Interest	GenMis
12/2/2022	623	Buffalo Construction	0.07	Interest	GenMis
12/2/2022	623	Buffalo Construction	0.11	Interest	GenMis
12/2/2022	623	Millwood Acq	0.03	Interest	GenMis
1/6/2023	723	Buffalo Construction	0.07	Interest	GenMis
1/6/2023	723	Buffalo Construction	0.11	Interest	GenMis
1/6/2023	723	Millwood Acq	0.03	Interest	GenMis
1/6/2023	723	Millwood Acq	16.42	Interest	GenMis
2/3/2023	823	Sean O'Brien	54.20	Interest	GenMis
2/3/2023	823	Buffalo Construction	0.07	Interest	GenMis
2/3/2023	823	Buffalo Construction	0.11	Interest	GenMis
3/3/2023	923	Millwood Acq	16.42	Interest	GenMis
3/3/2023	923	Buffalo Construction	0.07	GenMisc	GenMis
3/3/2023	923	Buffalo Construction	0.11	Interest	GenMis
3/3/2023	823	LENNAR - PLANTATION LAKES	77.01	Interest	GenMis
3/3/2023	923	LENNAR - PLANTATION LAKES	96.70	Interest	GenMis
4/5/2023	1023	Millwood Acq	16.42	Interest	GenMis
4/5/2023	1023	Buffalo Construction	0.07	Interest	GenMis
4/5/2023	1023	Buffalo Construction	0.11	Interest	GenMis
4/5/2023	1023	LENNAR - PLANTATION LAKES	6.93	Interest	GenMis
4/5/2023	1023	LENNAR - PLANTATION LAKES	14.27	Interest	GenMis
4/5/2023	1023	LENNAR - PLANTATION LAKES	77.01	Interest	GenMis
4/5/2023	1023	LENNAR - PLANTATION LAKES	96.70	Interest	GenMis
4/5/2023	1023	LENNAR - PLANTATION LAKES	101.93	Interest	GenMis
4/5/2023	1023	LENNAR - PLANTATION LAKES	216.40	Interest	GenMis
5/2/2023	1123	Millwood Acq	16.42	Interest	GenMis
5/2/2023	1123	LENNAR - PLANTATION LAKES	6.93	Interest	GenMis
5/2/2023	1123	LENNAR - PLANTATION LAKES	14.27	GenMisc	GenMis
5/2/2023	1123	LENNAR - PLANTATION LAKES	77.01	Interest	GenMis
5/2/2023	1123	LENNAR - PLANTATION LAKES	96.70	Interest	GenMis
5/2/2023	1123	LENNAR - PLANTATION LAKES	101.93	Interest	GenMis
5/3/2023	1123	LENNAR - PLANTATION LAKES	216.40	Interest	GenMis
5/3/2023	1123	Buffalo Construction	0.07	Interest	GenMis
5/3/2023	1123	Buffalo Construction	0.11	Interest	GenMis
5/16/2023	1123	Millwood Acq	16.42	Interest	GenMis
5/31/2023	1123	Davis, Bowen & Friedel, Inc	-66.88	Interest	GenMis
5/31/2023	1123	Sean O'Brien	-54.20		GenMis

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MISC BILLINGS- NEW BALANCE					
5/31/2023					
Date	Acct	Name	Amount		Rpt Code
5/31/2023	1123	Mid Atlantic Commerical Group	-0.96	Interest	GenMis
		GEN MISC TOTAL	1,247.77		
7/1/2022	June	Danny Alo	575.00	Rent/Fee	Railroad Ave
7/1/2022	Apr	Merck	4,320.00	Rent/Fee	Ellis St
7/1/2022	July	Merck	1,080.00	Rent/Fee	Ellis St
		RENT FEE TOTAL	5,975.00		
3/11/2021	921	Knollwood Development	1,658.40	Alderleaf Meadows	engineering fees
12/2/2022	623	Millwood Acq	1,094.50	Westtown Village	engineering fees
5/2/23	1123	Pennoni	839.92	Millsboro Towne Lake-Handy	engineering fees
5/3/2023	1123	Morris & Ritchie Associates	132.00	Tidalhealth	engineering fees
		ENGINEERING FEE TOTAL	3,724.82		
5/28/2015	1115	Tana Simpson- Warren	180.00	1117 Houston Acres ser # 7	Mtr-parts
12/13/2022	623	NVR, Inc Ryan Homes	225.00	meter parts	Mtr-parts
		MTR/PRTS TOTAL	405.00		
2/19/2015	815	Norman & Karen Laffey	100.00	23517 Tristan Lane 2/16/20	On/Off Wtr
		ON/OFF WTR TOTAL	100.00		
2/7/2020	820	Arcardis	708.45	Church St	Sewer Revenue
6/21/2021	1221	Tonald Trucking	226.71	Old Lanidng Rd & Mitchell	Sewer Revenue
		SEWER REVENUE TOTAL	935.16		
2/13/2023	823	Kelly Skrzec	360.00	Slip # 17	Boat Slip
		BOAT SLIP TOTAL	360.00		
		GRAND TOTAL	12,747.75		
NEW BALANCE		DEBITS	CREDIT		OLD BALANCE
12,747.75		814,881.53	866,623.81		64,490.03

Town of Millisoro
Building Permits
May 2023

Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-010766	THE DUCHESS OF SUSSEX, LLC	28454 DUPONT BLVD	REMOVE/REPLACE ROOF SHINGLES	HC	10173	00215	\$20,900.00	\$175.00
B-010764	HENNINGER S PRINTING CO.	208 MAIN ST	REMOVE/REPLACE ROOF	UB	00685	00335	\$14,200.00	\$145.00
B-010765	ED CARMAN	319 CEDAR ST	REMOVE/REPLACE 11 WINDOWS & SIDING	MR	01058	00652	\$12,000.00	\$130.00
B-010770	CALEB MILLSBORO, LLC	25042 ASPEN CIR	THE GRAND BAHAMIA	RPC	08514	03887	\$262,019.27	\$1,049.00
B-010769	JANNINE MELONI	34353 BEAUFORT CT	6' VINYL PRIVACY FENCE w/1 GATE, 4x6 TRASH ENCLOSURE	RPC	11066	05732	\$4,659.00	\$95.00
B-010771	STEVEN DUNN	31258 OLNEY WAY	4x6 TRASH ENCLOSURE	RPC	10233	05587	\$795.00	\$50.00
B-010775	LENCRAFT, LLC	34254 GRAHAM CIR	THE JESSUP	RPC	03082	05887	\$376,621.21	\$1,391.00
B-010773	HUB COURT	7 MARIE CT	DEMO/REMOVE TRAILER	MH	02770	00686	\$0.00	\$50.00
B-010779	LENCRAFT, LLC	37043 HAVELOCK CT	THE CANTON	RPC	03082	05769	\$457,974.31	\$1,634.00
B-010778	LENCRAFT, LLC	37047 HAVELOCK CT	THE NEWPORT	RPC	03082	05765	\$417,647.45	\$1,514.00
B-010777	LENCRAFT, LLC	37041 HAVELOCK CT	THE DORCESTER	RPC	03082	05764	\$657,992.44	\$2,176.00
B-010780	LENCRAFT, LLC	37060 HAVELOCK CT	THE CANTON	RPC	03082	05792	\$348,078.59	\$1,307.00
B-010776	LENCRAFT, LLC	24286 CHARLESTON LN	THE JESSUP	RPC	03082	05850	\$376,621.21	\$1,391.00
B-010767	VICTOR CARLUCCIO	34258 RICHMOND RD	515sf PAVER PATIO w/SITTING WALLS AND PILLARS	RPC	10985	05695	\$25,301.00	\$200.00
B-010762	JEFFREY SHIPMAN	25327 SHELBY CT	SOLAR PANELS	RPC	09940	02612	\$9,600.00	\$120.00
B-010768	LENCRAFT, LLC	31321 BURKE CT	10x12 SCREEN PORCH	RPC	03082	05797	\$7,025.00	\$110.00
B-010774	JOSEPH ZENI	325 WINDFLOWER DR	8x10 DECK	RPC	10205	04952	\$6,569.00	\$105.00
B-010781	JOHN P HO	24885 MAGNOUA CIR	SOLAR PANELS	RPC	05751	02746	\$20,800.00	\$175.00
B-010784	FREDERICK GACK	32228 WINGATE CIR	16x18.5 PAVER PATIO EXTENSION w/SITTING WALL	RPC	10076	05250	\$30,709.00	\$225.00
B-010786	KAREN GRAZIANO	26034 TULIP CRSG	4' WHITE VINYL FENCE	RPC	10872	05659	\$4,653.00	\$95.00
B-010787	FRED PRYOR	352 WINDFLOWER DR	10x15 SCREENED PORCH	RPC	10549	05030	\$17,300.00	\$160.00
B-010788	LENCRAFT, LLC	34283 GRAHAM CIR	THE CAPTIVA	RPC	03082	05913	\$572,575.08	\$2,006.00
B-010790	LENCRAFT, LLC	31318 BURKE CT	THE PORTFIELD	RPC	03082	05805	\$444,618.99	\$1,595.00
B-010791	HA H PHENIX	29487 GLENWOOD DR	REMOVE/REPLACE 2 BASEMENT WINDOWS w/EGRESS WINDOWS	RPC	06981	02875	\$8,901.00	\$115.00
B-010772	MICHAEL NORDHOFF	25232 SWEETGUM WAY	4' WHITE VINYL FENCE w/2 GATES	RPC	11178	03943	\$4,773.00	\$95.00
B-010792	LENCRAFT, LLC	243242 CHARLESTON LN	THE CANTON	RPC	03082	05928	\$348,876.98	\$1,307.00
B-010789	LENCRAFT, LLC	37055 HAVELOCK CT	THE DORCESTER	RPC	03082	05766	\$508,003.47	\$1,878.00
B-010801	ZACHARY RITCHIE	25215 SWEETGUM WAY	3 RAIL VINYL FENCE w/1 GATE	RPC	10784	03830	\$5,500.00	\$100.00
B-010794	JAMES MCADAMS	33411 HICKORY ST	4' BLACK ALUMINUM FENCE w/1 GATE, 4X6 TRASH ENCLOSURE	RPC	10924	05575	\$4,900.00	\$95.00
B-010802	ALAN PROPERTY GROUP	108 MAIN ST	TENANT FIT-OUT - DIPIETRO LAW OFFICES	UB	11171	00343	\$79,850.00	\$480.00
B-010793	MITCHELL COHEN	34228 RICHMOND RD	13x15 PAVER PATIO	RPC	10980	05701	\$4,200.00	\$95.00
B-010795	CAROLINE GRANT	24319 CASSVILLE LN	6' WHITE VINYL PRIVACY FENCE w/1 GATE, 4X6 TRASH ENCLOSURE	RPC	11161	05346	\$4,900.00	\$95.00
B-010806	CHERYL SIMMONS	33214 CLAREMONT CT	15x15 PAVER PATIO, 4x6 TRASH ENCLOSURE	RPC	10954	05543	\$5,400.00	\$100.00
B-010805	JORGE LETELIER	33 ABBY RD	REMOVE/REPLACE 3 FENCE PANELS WITH LIKE	MR	10703	00979	\$200.00	\$50.00
B-010800	IRIS E DIPASQUALE	36046 AUBURN WAY	6' WHITE VINYL PRIVACY FENCE w/1 GATE	RPC	09274	05095	\$2,770.00	\$85.00

Total Permits = 52
New Houses = 19
Renovations = 31
Commercial = 2

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Town of Millsboro
 Building Permits
 May 2023

B-010804	CALEB MILLSBORO, LLC	25208 SWEETGUM WAY	THE GRAND BAHAMA	RPC	08514	03906	\$227,909.39	\$944.00
B-010808	CLARK INVESTMENTS, LLC	345 GRACE ST	SINGLE FAMILY DWELLING w/2 CAR GARAGE	MR	10833	03765	\$351,634.68	\$1,316.00
B-010807	FRANK GAGLIARDI	35265 WRIGHT WAY	250sf PAVER PATIO w/53sf WALKWAY	RPC	10805	05399	\$10,275.97	\$125.00
B-010782	JACQUELINE WHITMER	35105 WRIGHT WAY	10x17 DECK	RPC	10129	05166	\$10,200.00	\$125.00
B-010821	LENCRAFT, LLC	34242 GRAHAM CIR	THE LAUDERDALE	RPC	03082	05881	\$344,410.63	\$1,295.00
B-010811	CATHERINE M BASSETT	35082 WRIGHT WAY	4x6 TRASH ENCLOSURE	RPC	09405	05151	\$625.00	\$50.00
B-010816	LENCRAFT, LLC	34281 GRAHAM CIR	THE DOVER	RPC	03082	05911	\$534,505.75	\$1,930.00
B-010822	JOHN CROMAN	20816 BRUNSWICK LN	4x6 TRASH ENCLOSURE	RPC	10375	04635	\$1,000.00	\$50.00
B-010818	LENCRAFT, LLC	34303 GRAHAM CIR	THE DOVER	RPC	03082	05926	\$527,865.83	\$1,916.00
B-010819	LENCRAFT, LLC	24284 CHARLESTON LN	THE MONTEREY	RPC	03082	05849	\$392,538.16	\$1,439.00
B-010820	LENCRAFT, LLC	24271 CHARLESTON LN	THE JESSUP	RPC	03082	05844	\$371,944.24	\$1,376.00
B-010817	LENCRAFT, LLC	34297 GRAHAM CIR	THE PORTFIELD	RPC	03082	05922	\$446,429.45	\$1,601.00
B-010823	LINDA REEDMAN	37211 FAYETTEVILLE CT	4x6 TRASH ENCLOSURE	RPC	11174	05723	\$1,600.00	\$80.00
B-010824	USA MATUSZ	31418 FAYETTEVILLE CT	6' WHITE VINYL PRIVACY FENCE, 4x6 TRASH ENCLOSURE	RPC	11124	05731	\$5,042.00	\$100.00
B-010785	CHARLES K GABBARD	31174 OLNEY WAY	6x6 LANDING w/STAIRS	RPC	09579	05212	\$7,950.00	\$110.00
B-010829	JIM MAUSER	29068 ST THOMAS BLVD	6' WHITE FENCE w/1 GATE	HR	10416	03165	\$7,000.00	\$115.00
B-010826	RUSSELL RAFFERTY	20572 OVERMAN WAY	6' WHITE VINYL PRIVACY FENCE w/1 GATE	RPC	09607	03977	\$3,197.00	\$90.00

Total Permits = 52
 New Houses = 19
 Renovations = 31
 Commercial = 2

TOWN OF MILLSBORO
FY 2024 SCHEDULE OF FEES
July 1, 2024

OFFICE ADMINISTRATION

Tax Rate, per one hundred dollars of assessed value	0.39
Hotel Tax	3.00%
Check return fee	40.00
Copies	0.25
Conditional Use application, one year	300.00
Conditional Use renewal, for two years	200.00

WATER AND SEWER DEPARTMENT

Minimum Water/Sewer bill under 7,500 gallons	143.25
Additional water per one hundred gallons	0.63
Additional sewer per one hundred gallons	1.28
Quarterly charge when water is off (ready to serve charge)	96.00
Sprinkler System outside, once per year bill under 7500 gallons	47.25 plus
Additional water per one hundred gallons	0.63
Fire sprinkler system, inside, one a year	50.00
Pool Fillings (water)	
In Town per one hundred gallons	0.63
Out of Town per one hundred gallons	1.26
Untreated water – Bulk rate with agreement per one hundred gallons	0.315
Reclaimed Water (purple pipe) per one hundred gallons	0.1575
Construction water use, per site, per month	100.00
Construction water, vendor/water tank admin fee	100.00 plus
Plus per one hundred gallons used	1.89
Water cut on or off during regular work hours	50.00
After hours	120.00
Property transfer meter reading fee (per visit)	25.00
Meter and supplies	Cost plus 25%
Labor per hour	80.00
Labor, overtime, time and one-half, per hour	120.00

POLICE DEPARTMENT

Accident Reports	35.00
Accident Reports, fatal	75.00
False Burglar Alarms (see ordinance)	
Third-party Special Duty Hourly Rate (excludes OHS)	100.00

STREETS

Grass cutting, per hour or any portion of an hour	Cost plus 50.00 w/ min. 200.00
Street Sweeper, per hour or any portion of an hour	300.00

PARKS AND RECREATION

Boat Slips – per foot, 25 and 30 feet slips	12.00
Stage Rental – Weddings, presentations only	100.00

LICENSE

Special Events Permit	50.00
Mobile Food Vendor or Parade Vendor One-Day Permit	50.00
Business License	50.00
Rental License –	
Motel, per room	25.00
Apartment	35.00
Single Family	65.00

TOWN OF MILLSBORO
FY 2024 SCHEDULE OF FEES
July 1, 2024

BUILDING AND IMPACT FEES

Building Permits – (based on bldg. permit construction value – residential con. value calc. w/ ICC BVD table)	
≤ \$1,000	55.00
1,001-50,000	85.00 + 5.00/add. 1,000
50,001-100,000	410.00 + 4.00/add. 1,000
100,001-500,000	635.00 + 3.00/add. 1,000
500,001+	2110.00 + 2.00/add. 1,000
Construction without a permit	Double permit fee
Reinspection Fee (per occurrence, due before C/O or Final is issued)	50.00
Demolition Permit fee	55.00
Temporary Structure Permit Fee	55.00
Temporary Sign Permit Fee – use building permit calculation	
Moving Permit fee	100.00
Excavation permit	200.00
Permit – building plan review fee*	350.00
Comprehensive sign review application fee*	200.00
Board of Adjustment	900.00
Zoning amendment applications	600.00
Zoning change applications	600.00
Minor Subdivision Plan application and review*	500.00
Major Subdivision Plan application and review*	1,000.00
Site Plan Reviews*	500.00
Extension of preliminary/final site plan approvals	1,000.00
Water Impact Fee, per EDU	2,404.00
Sewer Impact Fee, per EDU	6,375.00
Bldg. fund impact fee, per EDU	1,000.00
Transportation/Stormwater Impact Fee, per EDU	500.00
Police Protection, Impact Fee (of bldg. permit construction value) (Max \$2,500)	0.25%
Fire Protection, Impact Fee (of bldg. permit construction value) (Max \$2,500)	0.25%
Ambulance Service, Impact Fee (of bldg. permit construction value) (Max \$2,500)	0.25%
Water tap	700.00
Sewer tap	700.00

ANNEXATIONS*

Annexation Application	
One acre or less	500.00
Greater than one acre	1,000.00
Annex. Bldg. Fund comp., per acre ⁺	3,780.00
Annex. Utility comp., per acre ⁺	10,944.00
Water - \$2,082.40 Sewer - \$8,861.60	
Annexations also pay per EDU of existing buildings	
Water system impact fee, per EDU	2,404.00
Sewer system impact fee, per EDU	6,375.00
Bldg. fund impact fee, per EDU	1,000.00
Transportation/Stormwater Impact Fee, per EDU	500.00

*Professional and legal fees will be passed through with a 10% markup, developments may be asked to deposit money upfront to be used as a review of their accounts

⁺Excluding State and/or Federal certified wetlands if the land ever becomes buildable then annexation fees will be charged at that time

All 30 day past due fees will be assessed 1.5% simple interest once a month.