



Town Council  
Town of Millsboro

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

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

*Jamie Burk, Town Manager*

## A G E N D A

Town Council  
Regular Meeting  
October 3, 2022  
7:00 p.m.

Millsboro Town Center  
322 Wilson Highway

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

Call to order

Pledge of allegiance

Public comment (2 minutes limited to agenda items)

Secretary's report  
Minutes

Treasurer's report  
Bank balances  
Invoices

Millsboro Fire Company update

Millsboro Art League update

Millsboro Little League update

Employee of the month—September

Police Department's report

Grant application—FY2023 State Aid to Local Law Enforcement (SALLE)

Grant application—FY2023 Emergency Illegal Drug Enforcement (EIDE)

Whiskers for wishes

Senior Corporal promotion

New recruit introduction

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Parks and recreation

Request to use Cupola Park October 16<sup>th</sup>

Outdoor Recreation and Trails Program (ORPT) grant resolution for Cupola Park (Kruger)

Water and sewer

Plantation Lakes field change updates (Kruger)

Century Engineering beneficial reuse and force main engineering amendment #3 (Century Engineering)

GMB proposal for engineering and design – Tiger Branch (Kruger and/or GMB)

Indian River School District high school irrigation permitting proposal (Kruger and/or Verdantas)

Proposed budget amendment for Indian River School District soils investigations (Kruger and/or Hall)

Streets

Proposed change – §200-27 & §200-28 of the *Code of the Town of Millsboro* Request for stop signs and do not enter signs - Plantation Lakes Boulevard (Niblett and/or Schrider-Fox)

Mayor's report

Conditional use – 201 Laurel Road – Ink and Lash shop by Jennifer McCahill (133-16.30-32.00)

Right of way purchase agreement and temporary easement agreement – Millsboro Bypass project (Burk and/or DelDOT)

Introduction – authorization to approve grants \$5,000 and under (Burk)

Construction inspector proposal — Millsboro Police Station project (Kruger and/or DBF)

Verdantas Master services agreement (Kruger and/or Verdantas)

Annexation request – Millsboro Town Center LLC and DMR Wetlands Banking LLC (233-5.00-122.00 & 233-5.00-123.00) Handy Road west of Peninsula Crossing

Preliminary site plan — Somerton Chase (Radish Road (SCR 338))

MILLSBORO TOWN COUNCIL AGENDA

OCTOBER 3, 2022

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*Mayor's report (cont.)*

Posting of properties subject to public hearings— suggested changes to the *Code of the Town of Millsboro*:

Amend Chapter 56-2 Annexation of Land by adding a new § 56-2. Property posted with notice.,

Amend § 178-7 Major subdivision, subsection B. Preliminary approval, subparagraph (8),

Amend § 178-7. Major subdivision, subsection C. Procedures for final approval of major subdivision, subparagraph (5),

Amend § 210-51. Conditional Uses, by adding a new subsection F. Property posted with notice,

Amend § 210-58. Meetings; rules and regulations, by adding a new subsection F. Property posted with notice.

Amend § 210-70. Amendments, by adding a new subsection I. Property posted with notice. (Burk and/or Schrider-Fox)

Revision to proposed change – §210-40 of the *Code of the Town of Millsboro* Overflow Parking Required (Niblett)

Supplemental tax list (Hall)

Request for tax exempt status – 29977 Plantation Drive (Homestead clubhouse) (Hall)

Annexation committee report – Robb

Millsboro Town Charter/Town Code review and update of election provisions (Burk and/or Schrider-Fox)

Greater Millsboro Chamber of Commerce October mixer (Burk)

Update of potential change – § 210-13 Medium Density (MR) of the *Code of the Town of Millsboro* - minimum lot size requirements (Burk and/or Niblett)

Conditional use request – Alderleaf Meadows (signage)

Merry Millsboro Holiday Market event at Town Hall – fee for tables and/or chairs (Burk)

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.*

10/1		Town of Millsboro		
month		Account Balances		
		September 30, 2022		
Account				Interest
Type	Bank	Purpose	Book Balance	Earned
Checking/Money Market				
	WSFS Bank			
	1	General Account	\$ 5,985,319.88	\$ 2,949.05
	2	Payroll	\$ 252.07	\$ 13.34
	3	Withholding	\$ 58,190.71	\$ 62.14
	4	Municipal Street Aid Fund (MSAF)	\$ 91,197.18	\$ 66.31
	5	Sewer Construction	\$ 2,444,096.03	\$ 1,698.87
	6	State Aid Local Law Enforcement (SALLE)	\$ 50.00	\$ -
	7	Emergency Illegal Drug Enforcement (EIDE)	\$ 50.00	\$ -
	8	Sewer Impact	\$ 4,015,852.37	\$ 2,721.42
	9	Water Impact	\$ 470,206.26	\$ 318.04
	10	Building Component Fee	\$ 4,634,314.91	\$ 3,219.80
	14	Transfer Tax 1% (3.75M in "set-asides")	\$ 8,732,010.29	\$ 5,903.60
	15	Fund to Combat Violent Crime (FCVC)	\$ 40,189.82	\$ -
	16	Police Protection Impact	\$ 19,648.25	\$ 0.28
	17	Transportation/Stormwater Impact	\$ 11,761.41	\$ 0.25
		Bicentennial Beautification Fund	\$ 11,195.54	\$ 7.78
	Total WSFS Bank		\$ 26,514,334.72	\$ 16,960.88
	Citizens Bank			
	12	Transfer Tax Checking	\$ 3.85	
	11	Transfer Tax 1%	\$ 200,303.89	\$ 8.23
		Transfer Tax .5%	\$ 50,103.05	\$ 2.05
	Total Citizens		\$ 250,410.79	\$ 10.28
	Total Checking/Money Market		\$ 26,764,745.51	\$ 16,971.16
	Certificates of Deposit			
	M&T Trust - formerly Wilmington Trust			
		Bicentennial Fund 9/11/16 Mat 0.2%	\$ 7,000.00	
	Total M&T Trust		\$ 7,000.00	
	PNC Bank			
		WWTP Unrestricted General - 8/31/22	\$ 84,477.69	
		WWTP Membrane CD - 8/31/22	\$ 51,542.99	
	Total PNC Bank		\$ 136,020.68	\$ -
	Total Certificates of deposit		\$ 143,020.68	\$ -
	Total on Hand Cash & CD's		\$ 26,907,766.19	\$ 16,971.16

IO/1	Town of Millsboro								
month	Account Balances								
	September 30, 2022								
Account	Purpose	August 31, 2022	September 30, 2022	Net Change	Interest				
Type/Bank	Checking/Money Market	Book Balance	Book Balance		Earned				
WSFS Bank									
1	General Account	\$ 3,025,286.94	\$ 5,985,319.88	\$ 2,960,032.94	\$ 2,949.05				
2	Payroll	\$ 238.73	\$ 252.07	\$ 13.34	\$ 13.34				
3	Withholding	\$ 47,321.85	\$ 58,190.71	\$ 10,868.86	\$ 62.14				
4	Municipal Street Aid Fund (MSAF)	\$ 72,111.68	\$ 91,197.18	\$ 19,085.50	\$ 66.31				
5	Sewer Construction	\$ 2,442,397.16	\$ 2,444,096.03	\$ 1,698.87	\$ 1,698.87				
6	State Aid Local Law Enforcement (SALLE)	\$ 4,449.67	\$ 50.00	\$ (4,399.67)	\$ -				
7	Emergency Illegal Drug Enforcement (EIDE)	\$ 50.00	\$ 50.00	\$ -	\$ -				
8	Sewer Impact	\$ 3,905,274.95	\$ 4,015,852.37	\$ 110,577.42	\$ 2,721.42				
9	Water Impact	\$ 456,328.22	\$ 470,206.26	\$ 13,878.04	\$ 318.04				
10	Building Component Fee	\$ 4,347,246.32	\$ 4,634,314.91	\$ 287,068.59	\$ 3,219.80				
14	Transfer Tax 1% (3.75M in "set-asides")	\$ 7,716,036.62	\$ 8,732,010.29	\$ 1,015,973.67	\$ 5,903.60				
15	Fund to Combat Violent Crime (FCVC)	\$ -	\$ 40,189.82	\$ 40,189.82	\$ -				
16	Police Protection Impact	\$ 2,619.38	\$ 19,648.25	\$ 17,028.87	\$ 0.28				
17	Transportation/Stormwater Impact	\$ 2,761.16	\$ 11,761.41	\$ 9,000.25	\$ 0.25				
	Bicentennial Beautification Fund	\$ 11,187.59	\$ 11,195.54	\$ 7.95	\$ 7.78				
	Total WSFS Bank	\$ 22,033,310.27	\$ 26,514,334.72	\$ 4,481,024.45	\$ 16,960.88				
Citizens Bank									
12	Transfer Tax Checking	\$ 3.85	\$ 3.85	\$ -	\$ -				
11	Transfer Tax 1%	\$ 200,295.66	\$ 200,303.89	\$ 8.23	\$ 8.23				
	Transfer Tax .5%	\$ 50,101.00	\$ 50,103.05	\$ 2.05	\$ 2.05				
	Total Citizens	\$ 250,400.52	\$ 250,410.79	\$ 10.28	\$ 10.28				
	Total Checking/Money Market	\$ 22,283,710.79	\$ 26,764,745.51	\$ 4,481,034.73	\$ 16,971.16				
Certificates of Deposit									
M&T Trust - Formerly Wilmington Trust									
	Bicentennial Fund 9/11/16 Mat 0.2%	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -				
	Total M&T Trust	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -				
PNC Bank									
	WWTP Unrestricted General - 8/31/22	\$ 84,476.97	\$ 84,477.69	\$ 0.72	\$ 0.72				
	WWTP Membrane CD - 8/31/22	\$ 51,502.35	\$ 51,542.99	\$ 40.64	\$ 40.64				
	Total PNC Bank	\$ 135,979.32	\$ 136,020.68	\$ 41.36	\$ 41.36				
	Total Certificates of deposit	\$ 142,979.32	\$ 143,020.68	\$ 41.36	\$ 41.36				
	Total on Hand Cash & CD's	\$ 22,426,690.11	\$ 26,907,766.19	\$ 4,481,076.09	\$ 4,481,076.09				

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September 2022 Bills

Sum of Bank	Total Vendor	Description	Total
GENERAL	A.E. MOORE JANITORIAL	SEPTEMBER/TOWN	114.60
	<b>A.E. MOORE JANITORIAL Total</b>		<b>114.60</b>
	ADVANCE AUTO PARTS	BATTERY - VAN 2002	133.99
	<b>ADVANCE AUTO PARTS Total</b>		<b>133.99</b>
	AMERICAN PUBLIC SAFETY	BULLET PROOF VEST-BULLOCK	1,470.80
	<b>AMERICAN PUBLIC SAFETY Total</b>		<b>1,470.80</b>
	AQUIONICS, INC	UV PARTS-WWTP	4,619.31
	<b>AQUIONICS, INC Total</b>		<b>4,619.31</b>
	ATLANTIC TRACTOR, LLC	BLADES/BUSH HOG-WF	99.62
	<b>ATLANTIC TRACTOR, LLC Total</b>		<b>99.62</b>
	BAKER'S HARDWARE CO.	SEPT/CUPOLA PARK	1.70
		SEPT/DOG PARK	21.46
		SEPT/GEN CVC MISC	0.82
		SEPT/GEN MAINT MISC	16.98
		SEPT/POLICE MISC	155.81
		SEPT/SEWER	216.78
		SEPT/SEWER EXPENSE OTHER	20.46
		SEPT/STREET	69.56
		SEPT/SWR RPR MAINT-VEHICLE/EQUIP	47.98
		SEPT/WATER	111.77
		SEPT/WATER MISC EXP	41.56
	<b>BAKER'S HARDWARE CO. Total</b>		<b>704.88</b>
	BELAIR ROAD SUPPLY	MANHOLE RISERS	386.26
		PIPE FITTINGS/MEMBRANES	192.74
		VALVE BOX RISERS	142.08
	<b>BELAIR ROAD SUPPLY Total</b>		<b>721.08</b>
	BURK, JAMIE	CELL PHONE ALLOW-SEPT 2022	50.00
	<b>BURK, JAMIE Total</b>		<b>50.00</b>
	CAPITOL CLEANERS	AUGUST BILLING	372.80
	<b>CAPITOL CLEANERS Total</b>		<b>372.80</b>
	CENTURY ENGINEERING LLC	WF WWTP FORCE MAINS	26,856.23
		WF WWTP FORCE MAINS-PER REVISIONS	1,826.40
		WF WWTP-FORCE MAINS	7,796.97
		WF WWTP-FORCE MAINS-EA REVISIONS	11,077.00
		WF WWTP-FORCE MAINS-PER REVISIONS	2,009.04
	<b>CENTURY ENGINEERING LLC Total</b>		<b>49,565.64</b>
	COASTAL POINT LLC	BOA AD 10-11-22	38.25
	<b>COASTAL POINT LLC Total</b>		<b>38.25</b>
	COULBOURN, DENISE	REF OVERPAYMENT WTR/SWR	264.80
	<b>COULBOURN, DENISE Total</b>		<b>264.80</b>
	COYNE CHEMICAL CO.	BLEACH	8,416.32
		BLEACH ADD ON	1,687.92
		CAUSTIC	5,903.40
		CAUSTIC ADD ON	2,724.83
		CES PACL	4,870.67
	<b>COYNE CHEMICAL CO. Total</b>		<b>23,603.14</b>
	CRYSTAL SPRINGS	DELIVERY 8/25,9/15	84.22
	<b>CRYSTAL SPRINGS Total</b>		<b>84.22</b>
	CUMMINS - WAGNER	FRT CHG/AIR DRYER-WTP	143.50
	<b>CUMMINS - WAGNER Total</b>		<b>143.50</b>
	DATA OBSESSIONS LLC	OCT 2022 BILLING	80.00
	<b>DATA OBSESSIONS LLC Total</b>		<b>80.00</b>
	DE TECHNICAL COMMUNITY COLL	WW OPER CERT- LYNN	395.00
		WW OPER CERT- REV-O'BRIEN	395.00
	<b>DE TECHNICAL COMMUNITY COLLEGE Total</b>		<b>790.00</b>

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September 2022 Bills

GENERAL	DEFENSE TECHNOLOGY	P. D. TRAINING-MEB COURSE	650.00
	<b>DEFENSE TECHNOLOGY Total</b>		<b>650.00</b>
	DELAWARE SOLID WASTE AUTHOR	486773/SLUDGE	693.60
		488561/SLUDGE	567.80
		489508/SLUDGE	625.60
		491628/SLUDGE	346.80
		492127/SLUDGE	460.70
		492651/SLUDGE	697.85
		494561/TRASH WWTP	22.10
		494735/SLUDGE	395.25
		495240/SLUDGE	526.15
		495732/SLUDGE	411.40
		497852/SLUDGE	354.45
		498426/SLUDGE	503.20
		498947/SLUDGE	511.70
	<b>DELAWARE SOLID WASTE AUTHORITY Total</b>		<b>6,116.60</b>
	DELL MARKETING L.P.	DELL LAPTOP	1,447.32
	<b>DELL MARKETING L.P. Total</b>		<b>1,447.32</b>
	DENNEY ELECTRIC SUPPLY OF D	BALLAST (2)	264.20
	<b>DENNEY ELECTRIC SUPPLY OF DEL. Total</b>		<b>264.20</b>
	DOC SUSSEX COMM CORRECTIONS	GRASS CUTTING 8/10,26	1,400.00
	<b>DOC SUSSEX COMM CORRECTIONS CTR Total</b>		<b>1,400.00</b>
	DUFFIELD ASSOCIATES, INC	88731/ALDERLEAF MEADOWS	665.50
		88732/MILLSBORO PS#4 DEWATERING	2,803.50
		88738/PLANTA LAKES SUB REV	4,334.68
		88742R/MILLSBORO MISC	1,261.00
		88742R/MILLSBORO MISC-SWR	659.75
		88742R/MILLSBORO MISC-WTR	405.50
		88742RA/RIBS CONTINGENCY PLAN	574.00
		88742RB/STANDARD SPEC UPDATE	201.00
		88742RC/FOSTER COMMONS	234.50
		88742RD/PS NO.4 ENVIRON SERV	939.00
		88742RE/WHITE ST WELL ALLO PERMIT	797.00
		88742RF/FALLBROOKE PRE PLAN	227.00
		88783/MILLSBORO WHITE ST PROD WELL	2,729.05
	<b>DUFFIELD ASSOCIATES, INC Total</b>		<b>15,831.48</b>
	E.D. SUPPLY COMPANY INC.	CHRISTMAS LIGHTS (33 CASES)	1,060.80
	<b>E.D. SUPPLY COMPANY INC. Total</b>		<b>1,060.80</b>
	ENVIROCORP, INC.	AUG/SEWER	2,495.50
		AUG/WATER	496.00
	<b>ENVIROCORP, INC. Total</b>		<b>2,991.50</b>
	ERCOLANO, BREANNA	REF OVERPAYMENT/TAXES	484.50
	<b>ERCOLANO, BREANNA Total</b>		<b>484.50</b>
	FISHER AUTO SUPPLY	BATTERY - 2004 CHEVY TRK	133.65
		BATTERY/WELL#5 GENERATOR	75.69
		DEF FLUID (3)	44.91
		GEAR OIL (12)	65.88
		GREASE	35.12
		HAND TOWELS	27.48
		SILICONE	26.58
	<b>FISHER AUTO SUPPLY Total</b>		<b>409.31</b>
	FOX ROTHSCHILD LLP	AUGUST BILLING THROUGH 8/31/22	637.50
	<b>FOX ROTHSCHILD LLP Total</b>		<b>637.50</b>
	GALLS, LLC,	BOOTS RETURNED (4 PAIR)	(515.20)
		BOOTS RETURNED (5 PAIR)	(644.00)
		BOOTS RETURNED (8 PAIR)	(1,030.40)
		BOOTS-POLICE(17 PAIR)	2,189.60
		FLASHLIGHTS & HOLDER	3,475.44
		GEAR BELT	43.38

September 2022 Bills

GENERAL	GALLS, LLC, Total		3,518.82
	GANNETT FLEMING	RT 24 SANITARY SWR REPLAC	6,060.00
	GANNETT FLEMING Total		6,060.00
	GEORGE, MILES & BUHR, LLC	ATKINS PK DRAINAGE IMPROV	797.50
		FOSTER COMMONS ONSITE INSPEC	6,455.63
		STATE ST SIDEWALK REPLAC	82.50
	GEORGE, MILES & BUHR, LLC Total		7,335.63
	GRAVES UNIFORMS	BOOTS-MILNER	74.40
	GRAVES UNIFORMS Total		74.40
	HARRIS COMPUTER SYSTEMS	TAX BILL FORMS-3500	1,380.00
	HARRIS COMPUTER SYSTEMS Total		1,380.00
	HENNINGER PRINTING COMPANY	WINDOW ENVELOPES- (10 BOXES)	485.60
	HENNINGER PRINTING COMPANY Total		485.60
	HILLS' ELECTRIC MOTOR SERVICE	COMPACTOR MOTOR-WWTP	418.61
		REPAIR PS#7 - LOT 6	1,109.39
	HILLS' ELECTRIC MOTOR SERVICE Total		1,528.00
	HILYARD'S INC	8/2022-8/2023-MAINT CONTRACT	3,444.00
	HILYARD'S INC Total		3,444.00
	HOPKINS CONSTRUCTION CO.	JETVAC CUPOLA PARK-9/20/22	1,400.00
		JETVAC-MILLSBORO HWY-8/25/22	11,849.00
		PUMP RENTAL 8/31/22-9/28/22	764.94
		PUMP RENTAL-FARM 9/4/22-10/2/22	1,373.90
	HOPKINS CONSTRUCTION CO. Total		15,387.84
	HOSE PROS	BY-PASS HOSE-WWTP	1,417.47
	HOSE PROS Total		1,417.47
	IN & OUT CAR CARE	111602/2015 CHEV TAHOE	691.52
		111612/2019 FORD POLICE INTRCPTR	204.53
		111916/2017 FORD POLICE INTRCPTR	50.14
		111962/2017 FORD POLICE INTRCPTR	181.21
		111998/2017 FORD POLICE INTRCPTR	815.41
		111999/2020 FORD POLICE INTRCPTR	50.14
		112027/2017 FORD POLICE INTRCPTR	50.14
		112069/2019 FORD POLICE INTRCPTR	1,178.24
	IN & OUT CAR CARE Total		3,221.33
	INNOVATIVE TREATMENT PRODUCTS	UPGRADE MEMBRANE CAPS WWTP	16,500.00
	INNOVATIVE TREATMENT PRODUCTS, INC. Total		16,500.00
	J&K SOUND CO LLC	MTG RM#1-TECH UPGRADES-BAL	4,720.00
	J&K SOUND CO LLC Total		4,720.00
	JOHN LYNN	BOOTS-LYNN	129.59
	JOHN LYNN Total		129.59
	KCI TECHNOLOGIES, INC.	E.STORMWATER MGT IMPROV 5	1,768.22
		E.STORMWATER MGT-IMPROV 5	5,821.56
	KCI TECHNOLOGIES, INC. Total		7,589.78
	KEY BUSINESS SOLUTIONS	LEASE MAIL MACH 10/10/22-1/9/23	63.12
	KEY BUSINESS SOLUTIONS Total		63.12
	L/B WATER SERVICE INC	25 FT CABLE	2,291.25
	L/B WATER SERVICE INC Total		2,291.25
	LAWMEN SUPPLY COMPANY OF NJ	AMMUNITION	822.18
	LAWMEN SUPPLY COMPANY OF NJ, INC. Total		822.18
	LOWE'S	HAND TAMPER	46.54
		LUMBER/PAINT/NAIILS-CUPOLA PARK	34.98
		TIE DOWN STRAPS	30.36
		TOOLS/JOHN'S TRUCK	107.25
		WTR SERV REPAIR-HOLLY ST	29.71
	LOWE'S Total		248.84
	LYWOOD ELECTRIC, INC.	REPLACED PS/WWTP	756.36
		RPR LIME PUMP - WTP	660.00
	LYWOOD ELECTRIC, INC. Total		1,416.36
	MANLOVE AUTO PARTS	WINDSHIELD WIPERS-#8403	48.39



September 2022 Bills

<b>GENERAL</b>	<b>MANLOVE AUTO PARTS Total</b>		<b>48.39</b>
	MARVEL'S PORTABLE WELDING,	AUGER REPAIR-WWTP	322.50
		REPAIR SALT SPREADER	1,571.56
	<b>MARVEL'S PORTABLE WELDING, INC. Total</b>		<b>1,894.06</b>
	MEDIACOM - DELAWARE	OCT BILL-TOWN HALL	135.90
	<b>MEDIACOM - DELAWARE Total</b>		<b>135.90</b>
	MOORE, KORY	BOOTS	150.00
	<b>MOORE, KORY Total</b>		<b>150.00</b>
	MOTOROLA	APX 6000 PORT RADIO PKG	5,555.77
		APX 6500 MOBILE FIXED RADIO	6,383.59
		EVIDENCE LIBRARY-7/1/22 TO 7/31/22	237.12
	<b>MOTOROLA Total</b>		<b>12,176.48</b>
	NOYES MICROSYSTEMS	FIELD SERVICE-7/8,22, 8/28	1,100.00
	<b>NOYES MICROSYSTEMS Total</b>		<b>1,100.00</b>
	PETTY CASH / MATT HALL	DISTILLED WATER - WTP	5.97
		GAVE TO CASH DRAWER-CORRECT	10.00
	<b>PETTY CASH / MATT HALL Total</b>		<b>15.97</b>
	POSTMASTER	2 ROLLS-100 STAMPS EACH	120.00
	<b>POSTMASTER Total</b>		<b>120.00</b>
	PRESTON MILLSBORO AUTO	RPR 2019 FORD EXPL #8403	222.37
	<b>PRESTON MILLSBORO AUTO Total</b>		<b>222.37</b>
	PTA / DELVAL INC.	QTRLY BILLING/DATABASE MAINT	7,591.50
	<b>PTA / DELVAL INC. Total</b>		<b>7,591.50</b>
	QUILL CORPORATION	CALCULATOR	106.61
		COPY PAPER (2)	69.98
		DAB N SEAL ENV MOISTENER	13.18
		FLAGS-ASSORTED COLORS (6)	49.14
		MESSAGE PADS (6)	39.96
		MONEY RECEIPT BOOKS (2)	30.34
		RULER	3.51
	<b>QUILL CORPORATION Total</b>		<b>312.72</b>
	RECON POWER BIKES	INTERCEPTOR POWER BIKE	4,084.00
		POWER BIKE	1,665.95
	<b>RECON POWER BIKES Total</b>		<b>5,749.95</b>
	REVEL, COLE	DE CASE LAW TRAINING EVENT	199.00
	<b>REVEL, COLE Total</b>		<b>199.00</b>
	RSC LANDSCAPING	LIQUID FEED-RT 24	200.00
	<b>RSC LANDSCAPING Total</b>		<b>200.00</b>
	S&S REPAIR INC	OIL CHG-2011 FORD F-250/LYNN	147.32
		OIL CHG-2019 FORD EXPL	121.82
	<b>S&amp;S REPAIR INC Total</b>		<b>269.14</b>
	SPENCER INDUSTRIES, INC.	TACTOGRAPHIC SIGN	102.38
	<b>SPENCER INDUSTRIES, INC. Total</b>		<b>102.38</b>
	STEEN, WAEHLER & SCHRIDER-F	AUG 2022 BILLING	10,968.97
	<b>STEEN, WAEHLER &amp; SCHRIDER-FOX Total</b>		<b>10,968.97</b>
	STRAIGHT LINE SOLUTIONS, LL	TOWN HALL PARKING LOT-PHASE 2	1,101.00
	<b>STRAIGHT LINE SOLUTIONS, LLC Total</b>		<b>1,101.00</b>
	URS CORPORATION	2000661750/BETTS COMMONS APTS	765.81
		2000662532/MILLSBORO GEN SERV	6,226.98
		2000662533/PLANTA LAKES AMEND SITE	1,072.13
		2000667219/MILLSBORO BLDG INSP	31,268.03
		2000672560/MILLSBORO GEN SERV	6,677.62
		2000672567/MILLSBORO BLDG INSP	27,669.21
	<b>URS CORPORATION Total</b>		<b>73,679.78</b>
	USA BLUEBOOK	PICKER	580.49
		SOLENOID VALVE	344.95
	<b>USA BLUEBOOK Total</b>		<b>925.44</b>
	VERIZON WIRELESS	8/21-9/20/22 SEWER	639.87
		8/21-9/20/22 WATER	159.97

September 2022 Bills

GENERAL	VERIZON WIRELESS Total		799.84
	WESTERN OILFIELDS SUPPLY CO	ENVIRO RECOVERY FEE-CREDIT	(102.81)
		FILTER MEDIA-CREDIT	(3,426.91)
		PUMP FILTER-4/5-4/14/22	9,964.95
	WESTERN OILFIELDS SUPPLY CO. Total		6,435.23
GENERAL Total			315,982.17
WITHHOLDING	TEAMSTERS LOCAL 326	OCT 2022 BILLING	1,228.00
	TEAMSTERS LOCAL 326 Total		1,228.00
WITHHOLDING Total			1,228.00
MSAF	McKENZIE PAVING INC.	HOLLY ST & MILLSBORO HWY AREA	3,000.00
		WHARTON ST RT 24 TO 113 - BAL DUE	24,300.00
	McKENZIE PAVING INC. Total		27,300.00
MSAF Total			27,300.00
BUILDING COMP F	DAVIS, BOWEN & FRIEDEL, INC	2022A005.DOI-DESIGN DEV/POLICE STA	17,494.57
		2022A005.E01/PROCURE & CONSTRUC PH	6,090.00
	DAVIS, BOWEN & FRIEDEL, INC. Total		23,584.57
	DUFFIELD ASSOCIATES, INC	88742RG/POLICE STATION	1,229.50
	DUFFIELD ASSOCIATES, INC Total		1,229.50
	JOHN D. HYNES & ASSOCIATES,	FIELD INFILTRATION TESTS	5,925.00
	JOHN D. HYNES & ASSOCIATES, INC Total		5,925.00
BUILDING COMP FEE Total			30,739.07
WSFS TT 1%	GEORGE, MILES & BUHR, LLC	RT 113 SWR BID & CONSTRUC	1,366.88
	GEORGE, MILES & BUHR, LLC Total		1,366.88
	VERDANTAS LLC	102175R/WHITE FARM RIB EXPAN HSR	3,019.50
	VERDANTAS LLC Total		3,019.50
WSFS TT 1% Total			4,386.38
Grand Total			379,635.62

August 2022 Prepays

Bank	Check No	Date	Payee	Description	Total
GENE	21754	9/28/2022	EYE MED	OCT/WATER (LOW)	2.61
				OCT/SEWER (LOW)	7.82
				OCT/POLICE (LOW)	40.15
	<b>21754 Total</b>				<b>50.58</b>
	21739	9/12/2022	GRANITE TELECOMMUNIC	SEWER/SEPT	6.89
				BRANDYWINE/SEPT	29.45
				RETREAT/SEPT	31.89
				PLANTATION/SEPT	31.92
				CUPOLA/SEPT	36.39
				MILLWOOD/SEPT	44.95
				WATER/SEPT	47.39
				WHARTON'S BLUFF/SEPT	49.18
				RADISH FARM/SEPT	58.63
				TOWN HALL/SEPT	106.21
				POLICE/SEPT	334.33
	<b>21739 Total</b>				<b>777.23</b>
	21751	9/20/2022	WSFS BANK VISA	EASTSIDE CARWASH	10.20
				INDEED	1,676.00
				MSFT-SERVER EMAIL	172.28
				USPS CERTIFIED LETTERS	15.10
				BJ'S PAPER TOWELS - WTP	17.99
				EZ PASS	30.00
				USPS (RETURN/PKG TO LEGATES)	41.99
				WAWA-EMPL OF MONTH-DOREY	50.00
				BJ'S PAPER TOWELS-WWTP	53.97
				VISTA PRINT-BUS CARDS (BURK)	56.99
				ZOOM	149.90
				DTCC BOOK STORE-O'BRIEN	251.00
				TRICON CONF 8/30-9/2 (BURK)	290.00
				TRICON CONF 8/30-9/2 (KRUGER)	360.00
				SOUTHWEST-CALEA (ROGERS)	427.96
				SOUTHWEST-CALEA (CALLOWAY)	427.96
				ICSC CONF-ECON DEV-BURK	850.00
				HAMPTON INN DENVER	1,205.70
				CALEA CONF-CALLOWAY & ROGERS	1,550.00
	<b>21751 Total</b>				<b>7,637.04</b>
	21750	9/20/2022	VERIZON	SWR/SEPT DSL LINE	18.83
	<b>21750 Total</b>				<b>18.83</b>
	21745	9/20/2022	DELAWARE ELECTRIC CO	GRAVEL HILL RD - AUG	24.10
				WHARTON'S BLUFF-AUG	62.95
				HARDSCRABBLE RD/PUMP WWTP-AUG	114.81
				HARDSCRABBLE-15752561-AUG2	967.95
				HARDSCRABBLE/WTR TOWER-AUG	22.48
	<b>21745 Total</b>				<b>1,192.29</b>
	21742	9/12/2022	VERIZON WIRELESS	7/29-8/28/22 - VOCA	39.99
				7/29-8/28/22 - VAWA	79.98
				7/29-8/28/22 - POLICE	708.50
	<b>21742 Total</b>				<b>828.47</b>
	21752	9/28/2022	DELMARVA POWER	SEPT/POLICE	1,005.67
				SEPT/SEWER	15,602.26
				SEPT/WATER	4,055.43
				SEPT/RR AVE GARAGE	45.27
				SEPT/MEDIAN	113.16
				SEPT/PARK	132.98
				SEPT/CIVIC	170.16
				SEPT/WB ATKINS BALLPARK	257.98
				SEPT/TOWN	1,428.63
	<b>21752 Total</b>				<b>22,811.54</b>
	21749	9/20/2022	ST OF DE DIVISION OF	APPL TEMP CERT WW-O'BRIEN	50.00

//

August 2022 Prepays

GENERA	21749 Total				50.00
	21753	9/28/2022	EYE MED	OCT/WATER (HIGH)	55.92
				OCT/SEWER (HIGH)	129.86
				OCT/GENERAL (HIGH)	151.70
				OCT/POLICE (HIGH)	258.06
	21753 Total				595.54
	21756	9/28/2022	SEAFORD, CITY OF	S.C.A.T. DINNER-(2)	58.00
	21756 Total				58.00
	21743	9/13/2022	DOMINION NATIONAL	OCTOBER 2022 BILLING	79.90
	21743 Total				79.90
	21741	9/12/2022	VERIZON	SEWER/SEPT INTERNET	98.99
	21741 Total				98.99
	21737	9/7/2022	WASTE MANAGEMENT	AUG 2022 BILLING	535.90
	21737 Total				535.90
	21744	9/13/2022	VERIZON CONNECT NWF,	AUG 2022 BILLING	145.71
	21744 Total				145.71
	21740	9/12/2022	MEDIACOM - DELAWARE	9/10-10/09/22-WWTP	215.99
	21740 Total				215.99
	21755	9/28/2022	MEDIACOM - DELAWARE	BILLING 9/23/22 TO 10/22/22	269.95
	21755 Total				269.95
	21735	9/7/2022	FUELMAN	AUGUST/GENERAL	368.76
				AUGUST/SEWER	2,981.37
				AUGUST/WATER	948.46
				AUGUST/STREET	600.78
	21735 Total				4,899.37
	21748	9/20/2022	PRINCIPAL LIFE INSUR	OCT 2022 BILLING	968.88
	21748 Total				968.88
	21738	9/8/2022	BUDGET BLINDS	SHADE/KENNY'S OLD OFFICE	942.00
	21738 Total				942.00
	21747	9/20/2022	J&K SOUND CO LLC	MTG RM#1-TECH UPGRADES 50%	4,720.00
	21747 Total				4,720.00
	21736	9/7/2022	FUELMAN	AUGUST/POLICE	4,812.95
	21736 Total				4,812.95
	21746	9/20/2022	DHR FINANCIAL SERVIC	OCTOBER/WATER	4,880.40
				OCTOBER/GENERAL	10,415.18
				OCTOBER/SEWER	12,037.41
				OCTOBER/POLICE	31,992.85
	21746 Total				59,325.84
	1822614	9/29/2022	T.O.M. TRANSP/SW IMP	AUG 2022 BLDG PERMITS	9,000.00
	1822614 Total				9,000.00
	91661229	9/29/2022	T.O.M. WATER IMPACT	AUG 2022 BLDG PERMITS	13,560.00
	91661229 Total				13,560.00
	75022206	9/29/2022	T.O.M. POLICE PRO IM	AUG 2022 BLDG PERMITS	17,028.59
	75022206 Total				17,028.59
	34659320	9/29/2022	T.O.M.BUILDING FD 02	AUG 2022 BLDG PERMITS	18,000.00
	34659320 Total				18,000.00
	30300327	9/19/2022	WITHHOLDING, TOWN OF	PR WK 09-23-2022	25,990.26
	30300327 Total				25,990.26
	56218335	9/27/2022	WITHHOLDING, TOWN OF	PR WK 09-30-2022	26,000.01
	56218335 Total				26,000.01
	15750538	9/7/2022	WITHHOLDING, TOWN OF	PR WK 09-09-2022	26,086.95
	15750538 Total				26,086.95
	15586055	9/13/2022	WITHHOLDING, TOWN OF	PR WK 09-16-2022	26,182.70
	15586055 Total				26,182.70
	96256125	8/30/2022	WITHHOLDING, TOWN OF	PR WK 09-02-2022	26,832.78
	96256125 Total				26,832.78
	90050987	9/13/2022	PAYROLL, TOWN OF MIL	PR WK 09-16-2022	38,423.74
	90050987 Total				38,423.74
	686162	9/19/2022	PAYROLL, TOWN OF MIL	PR WK 09-23-2022	40,160.04
	686162 Total				40,160.04
	63253044	8/30/2022	PAYROLL, TOWN OF MIL	PR WK 09-02-2022	40,251.80
	63253044 Total				40,251.80
	3936669	9/27/2022	PAYROLL, TOWN OF MIL	PR WK 09-30-2022	40,263.33

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August 2022 Prepaids

<b>GENERA 3936669 Total</b>					<b>40,263.33</b>
	1991968	9/7/2022	PAYROLL, TOWN OF MIL	PR WK 09-09-2022	41,002.64
<b>1991968 Total</b>					<b>41,002.64</b>
	21757	9/28/2022	SELECTIVE INSURANCE	POL S3207718/COMMERCIAL PKG	97,961.00
				POL 7010889/WORKER'S COMP	104,812.00
<b>21757 Total</b>					<b>202,773.00</b>
	60372696	9/29/2022	T.O.M. SEWER IMPACT	AUG 2022 BLDG PERMITS	107,856.00
<b>60372696 Total</b>					<b>107,856.00</b>
<b>GENERAL Total</b>					<b>810,446.84</b>
WITHI	7245916	9/21/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
<b>7245916 Total</b>					<b>75.00</b>
	8568448	9/9/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
<b>8568448 Total</b>					<b>75.00</b>
	31897307	9/29/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
<b>31897307 Total</b>					<b>75.00</b>
	75529634	9/1/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
<b>75529634 Total</b>					<b>75.00</b>
	95524257	9/15/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00
<b>95524257 Total</b>					<b>75.00</b>
	5311	9/20/2022	LEGAL SHIELD	SEPT 2022 BILLING	302.10
<b>5311 Total</b>					<b>302.10</b>
	5310	9/13/2022	AFLAC	SEPT 2022 BILLING	2,569.20
<b>5310 Total</b>					<b>2,569.20</b>
	3288	9/16/2022	DIVISION OF REVENUE	PR WK 09-16-2022	2,651.39
<b>3288 Total</b>					<b>2,651.39</b>
	3800	9/23/2022	DIVISION OF REVENUE	PR WK 09-23-2022	2,709.95
<b>3800 Total</b>					<b>2,709.95</b>
	2676	9/9/2022	DIVISION OF REVENUE	PR WK 09-09-2022	2,722.34
<b>2676 Total</b>					<b>2,722.34</b>
	413369	9/30/2022	DIVISION OF REVENUE	PR WK 09-30-2022	2,724.41
<b>413369 Total</b>					<b>2,724.41</b>
	34761	9/2/2022	DIVISION OF REVENUE	PR WK 09-02-2022	2,756.17
<b>34761 Total</b>					<b>2,756.17</b>
	75583970	9/16/2022	GF PASS THRU 941/CD	PR WK 09-16-2022	14,507.30
<b>75583970 Total</b>					<b>14,507.30</b>
	64697937	9/23/2022	GF PASS THRU 941/CD	PR WK 09-23-2022	14,823.46
<b>64697937 Total</b>					<b>14,823.46</b>
	73477977	9/30/2022	GF PASS THRU 941/CD	PR WK 09-30-2022	14,898.90
<b>73477977 Total</b>					<b>14,898.90</b>
	80972845	9/2/2022	GF PASS THRU 941/CD	PR WK 09-02-2022	15,107.52
<b>80972845 Total</b>					<b>15,107.52</b>
	43465039	9/9/2022	GF PASS THRU 941/CD	PR WK 09-09-2022	14,991.06
<b>43465039 Total</b>					<b>14,991.06</b>
	9082022	9/8/2022	DPERS	AUG/TOWN	10,453.70
				AUG/POLICE	17,465.48
<b>9082022 Total</b>					<b>27,919.18</b>
<b>WITHHOLDING Total</b>					<b>119,057.98</b>
MSAF	1638	9/20/2022	DELMARVA POWER	SEPT/MILL LANDING	244.30
				SEPT/MAGNOLIA	586.33
				SEPT/STREETS	5,169.73
<b>1638 Total</b>					<b>6,000.36</b>
	1637	9/8/2022	McKENZIE PAVING INC.	WHARTON ST-RT 24 TO 113 50%	24,300.00
<b>1637 Total</b>					<b>24,300.00</b>
<b>MSAF Total</b>					<b>30,300.36</b>
WSFS	1101	9/7/2022	BEARING CONSTRUCTION	PLANTA LAKES WTP CONTRACT	795,360.94
<b>1101 Total</b>					<b>795,360.94</b>
<b>WSFS TT1% Total</b>					<b>795,360.94</b>
<b>Grand Total</b>					<b>1,755,166.12</b>

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

**TRAINING**

1. September 15<sup>th</sup>, Cpl. John Wharton, and Cpl. Michael Gorman attended Power Point training, hosted by the Delaware State Police Academy.
2. September 12<sup>th</sup> – 30<sup>th</sup>, Sgt. Mathew Dufour attended the Leadership Development Program, hosted by the Delaware State Police.

**CALEA UPDATE**

During this meeting council will be presented the Millsboro Police Department's 2022 Police Report.

**Personnel Update**

1. \* During this council meeting Chief Calloway will introduce the agency's new police recruit (Brian A. Cabezas). Recruit Brian Cabezas was selected to attend the Dover Police Academy which is scheduled to begin on October 9<sup>th</sup>, 2022.
2. \* During this council meeting Chief Brian Calloway will be Presenting candidates to be promoted to the rank of Senior Corporal.
3. \* Whiskers for Wishes Campaign 2022.  
Millsboro Officers have requested to reinstate the "Whiskers for Wishes" initiative. If approved this campaign will begin on November 1<sup>st</sup> through December 31<sup>st</sup>, allowing for grooming standards to be waived, permitting officers to grow facial hair. If approved, Officers who elect to participate in the 2022 "Whiskers for Wishes" campaign would donate \$25 each month to participate in this program. All donated funds directly contribute to this campaign. Below is a chart outlining the Whisker for Wishes donation totals from 2016- 2021.

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

Whiskers for Wishes Campaign Fund Totals	
2016	\$1,535
2017	\$3,070
2018	\$5,56.31
2019	\$6,515.44
2020	\$10,310
2021	\$23,471.44

**Community Events**

1. On September 10<sup>th</sup>, the Millsboro Police Department partnered with Delaware Department of Transportation, and the Millsboro Fire Department to host the fourth annual Bicycle Rodeo. During this event the Millsboro Police Department distributed approx. 180 bicycle helmets to children who participated. All bicycle helmets and safety information, were purchased through grant funding.
2. On September 6<sup>th</sup>, Lt. David Moyer attended the Millsboro Village Board Meeting.
3. On September 21<sup>st</sup>, Town Manager Jamie Burk and Chief Calloway attended the Plantation Lakes Community Cares Cares Meeting.

Below is a reminder of all upcoming community events:

- a. October 5<sup>th</sup> - (0700- 1000 hrs.) Coffee with a Cop (Starbucks/ Millsboro)
- b. October 31<sup>st</sup> (6pm – 8pm) Millsboro Halloween Night Out (Millsboro Town Hall).

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

**Grant Applications**

1.\* At this meeting a request will be made regarding police grant allocations for the FY2023 State Aid to Local Law Enforcement (SALLE):

State Aid to Local Law Enforcement FY-2023 - \$6,671.75		
Item	Quantity	Estimated Cost
Ballistic Shield	1	\$5,502.00
Pocket Jet Pinter	1	\$488.00
Overtime	1	\$681.75

2.\* At this meeting a request will be made regarding police grant allocations for the FY2023 Emergency Illegal Drug Enforcement (EIDE):

Emergency Illegal Drug Enforcement FY-2023 - \$4,940.89		
Item	Quantity	Estimated Cost
Overtime Patrols	1	\$4,940.89

**Roadway Closures/ Updates**

1. At this meeting an update will be provided regarding the Main St. and Washington St. repaving project.
2. At this meeting, council will be provided with five-years of crash data regarding the intersection of Wilson Hwy., and Mitchell St.



**RESOLUTION AUTHORIZING THE PREPARATION AND SUBMISSION OF AN APPLICATION TO THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL (DNREC), DIVISION OF PARKS AND RECREATION, FOR PARTICIPATION IN THE OUTDOOR RECREATION AND TRAILS GRANT PROGRAM IN ORDER TO RECEIVE UP TO \$50,000.00 IN GRANT FUNDS, MATCH OF THREE DOLLARS FOR EVERY ONE SPENT REQUIRED, FOR DESIGN AND PERMITTING FOR REPLACEMENT OF THE CUPOLA PARK BULKHEAD AND ASSOCIATED RESILIENCY ENHANCEMENTS.**

**WHEREAS**, The Town of Millsboro (hereinafter the "Town") recently received notice that the Delaware Department of Natural Resources and Environmental Control (DNREC), Division of Parks and Recreation is accepting applications from county and municipal governments for participation in its Outdoor Recreation and Trails Program (hereinafter "Program"); and

**WHEREAS**, the Program provides participants an opportunity to receive funding for the acquisition of open space and the development of outdoor recreation projects; and

**WHEREAS**, the funding available to participants in 2022 through the Program includes up to \$50,000.00 match per application; and

**WHEREAS**, the Program recipients are reimbursed three dollars for every one dollar spent on the approved project under the Program's Equity Incentive; and

**WHEREAS**, applications for participation in the Program were to be received by DNREC, Division of Parks and Recreation by October 2, 2022; and

**WHEREAS**, DNREC, Division of Parks and Recreation has agreed to accept a Resolution from the Town after the October 2, 2022, deadline; and

**WHEREAS**, if accepted by the Program, the Town will receive a grant agreement from DNREC, Division of Parks and Recreation, which must be signed by the Town and returned so that a Purchase Order may be created; and

**WHEREAS**, invoices for the project incurred prior to the date of the signed Purchase Order shall not be reimbursable by DNREC, Division of Parks and Recreation; and

**WHEREAS**, the Mayor and Town Council believe that it is in the best interest of the Town to submit an application for participation in the Program so that the Town might receive the funding described above to complete planning and evaluation needed for stormwater management improvements and replacement of the bulkhead at Cupola Park and associated resiliency enhancements.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of The Town of Millsboro, in session met, a quorum pertaining at all times thereto, that the preparation and submission of an application for participation in DNREC, Division of Parks and Recreation Outdoor Recreation and Trails Program to receive up to \$50,000.00 in grant funds, match required, in order to complete design, engineering and permitting needed for replacement of the bulkhead at Cupola Park and associated resiliency enhancements, is hereby authorized.

**BE IT FURTHER RESOLVED**, that, with the exception of an approved Resolution, the necessary application for participation in DNREC, Division of Parks and Recreation Outdoor Recreation and Trails Program to receive up to \$50,000.00 in grant funds, match required, in order to complete planning and evaluation needed for stormwater management improvements and replacement of the bulkhead at Cupola Park and associated resiliency enhancements, was submitted by Town staff prior to the application deadline of October 2, 2022, and such submission is hereby approved.

I, Faye Lingo, Mayor of The Town of Millsboro, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Mayor and Town Council of The Town of Millsboro at its Town Council meeting held on October 3, 2022, at which a quorum was present and voting throughout and that the same is still in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Faye Lingo, Mayor

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

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

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

TOTAL \$ 533,631.07

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 9/15/22.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.   3**

The Effective Date of this Amendment is:   9/23/22  .

Background Data

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

Owner: The Town of Millsboro

Engineer: Century Engineering, LC, a Kleinfelder Company

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

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

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

Description of Modifications:

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

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- **Revised forcemains design along the easement area between Godwin School Road and Country Living Road.**
  - o **Fee: \$8,000**
  
- **Coordination for confirmation of the horizontal and vertical location of existing utilities along Olney Way, Sheep Pen Road, and Godwin School Road from Sheep Pen Road to the easement area between Godwin School Road and Country Living Road and along the easement area between Godwin School Road to Country Living Road. Includes one day of survey work to correlate provided Subsurface Utility Engineer (SUE) information into our project datum/plans and analysis of SUE results. Includes minor adjustments to plans based on SUE information.**
  - o **Fee: \$13,000**

Agreement Summary:

Original agreement amount:	\$ <u>205,583.00</u>
Net change for prior amendments:	\$ <u>20,209.00</u>
This amendment amount:	\$ <u>49,000.00</u>
Adjusted Agreement amount:	\$ <u>274,792.00</u>

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

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

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

OWNER:

ENGINEER:

Town of Millsboro

Century Engineering, LLC a Kleinfelder Company

By:

*Alan K. Marteney*

Print name: Jamie Burk

By: Alan Marteney, PE

Title: Town Manager

Title: Senior Vice President  
9/23/22

Date Signed: \_\_\_\_\_

\_\_\_\_\_

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♦ ♦ ♦ ♦

ARCHITECTS  
ENGINEERS

206 WEST MAIN STREET  
SALISBURY, MD 21801  
PH: 410.742.3115  
PH: 800.788.4462  
FAX: 410.548.5790

SALISBURY  
BALTIMORE  
SEAFORD

[www.gmbnet.com](http://www.gmbnet.com)

♦ ♦ ♦ ♦

JAMES H. WILLEY, JR., P.E.  
PETER A. BOZICK, JR., P.E.  
CHARLES M. O'DONNELL, III, P.E.  
A. REGGIE MARINER, JR., P.E.  
JAMES C. HOAGESON, P.E.  
STEPHEN L. MARSH, P.E.  
DAVID A. VANDERBEEK, P.E.  
ROLAND E. HOLLAND, P.E.  
JASON M. LYTLE, P.E.  
CHRIS B. DERBYSHIRE, P.E.  
MORGAN H. HEIFRICH, AIA  
KATHERINE J. MCALLISTER, P.E.  
W. MARK GARDOCKY, P.E.  
ANDREW J. LYONS, JR., P.E.

JUDY A. SCHWARTZ, P.E.  
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.  
VINCENT A. LUCIANI, P.E.  
AUTUMN J. WILLIS  
CHRISTOPHER J. PFEIFER, P.E.

September 23, 2022

Town of Millsboro  
322 Wilson Highway  
Millsboro, DE 19966

Attn: Mrs. Carrie Kruger, PE  
Town Engineer

Re: Tiger Branch Conveyance System Restoration Design Services

Dear Mrs. Kruger:

George, Miles & Buhr, LLC (GMB) is pleased to provide a proposal for survey, design, and permitting services to the Town of Millsboro for Conveyance System Restoration of Tiger Branch. GMB has extensive experience providing municipalities engineering designs for use in pricing and construction.

### **PROJECT UNDERSTANDING**

The Town of Millsboro is requesting the survey, design, and permit submission to improve the current condition of Tiger Branch in Millsboro. Reduction in nutrient loads, improved water quality, ease of maintenance, and an enhanced water conveyance system are the goals of the restoration design of the conveyance system.

Previously, GMB assisted in preparation of a Surface Water Matching Planning Grant application for the Town of Millsboro to the State of Delaware. Recently, the Town was notified they were successful in their application for matching funding for the preparation of the engineering plans.

Tiger Branch is an urban stormwater conveyance system that carries rain runoff from the center of town towards the Indian River. The waterway has degraded into a typical ditch that has had little to no upkeep over time. There are bushes and trees overgrown along the edges, and eroded side banks adding sediment to the bottom channel. This has caused additional degraded conditions along its path. A complete stream restoration design of the approximately 2,100 LF with submission for permitting to SCD and DNREC will be the deliverables of the project. This will meet the requirements of the grant funding as well.

### **SCOPE OF SERVICES**

1. **Survey:** Complete field survey of existing conditions of Tiger Branch and adjacent areas in order to perform the redesign. Prepare an existing condition drawing showing the current conditions, topography, and rights-of-way/property lines in the areas along and around Tiger Branch from Wilson Highway to East State Street.
2. **Hydraulic Analysis:** GMB will perform a hydraulic analysis of the drainage area to the culvert under Wilson Highway that discharges to the head of Tiger Branch where the redesign will commence. Previous design information for infrastructure in Millsboro (as provided by the Town) and available GIS data from the Delaware State system

will be applied to determine the flows. The capacity to convey the runoff, peak flow rates for the conveyance system, and additional runoff entering the Branch from adjacent properties will be used to perform the hydraulic analysis of the conveyance system. GMB's extent of additional hydraulic analysis will be limited to adjacent areas to the ditch outside previously analyzed areas under prior tasks by the Town.

3. *Preliminary Design:* Prepare a new channel section, possibly with collaboration with the Center for Inland Bays, for the conveyance of the storm runoff determined in the previous task.
4. *Preliminary Conveyance Parameters:* The proposed section will be analyzed to ensure stability and understand the depths needed for reconstruction of Tiger Branch.
5. *Final Design:* Complete a final design of the redesign, including details, extents of construction, cost estimates, prescribed soil requirements, and identifying any easements that would be needed; both temporary for construction as well as permanent for maintenance.
6. *Permitting:* GMB will submit the plans to Sussex Conservation District (SCD) for stormwater and ENS approval as well as to DNREC for permitting needed for wetlands and conveyance construction.
7. *Finalizing Plans:* GMB will address comments received from the permit submissions for a finalization of the plans to make them a construction set for the Town of Millsboro.
8. *Cost Estimate:* Provide probable cost of project implementation inclusive of construction cost estimate, bidding, contract administration and inspection.

#### **EXCLUSIONS**

1. Any Geotech investigations or administration of said investigations.
2. Survey outside the existing corridor of Tiger Branch.
3. Permit application fees.
4. Preparation of easement documents for recordation.
5. Preparation of bid documents and specifications.
6. Bid Phase Services.
7. Anything not specifically mentioned above.

#### **GMB POINTS OF CONTACT**

With respect to this Engineering Design Services agreement, the following persons will serve as the Town of Millsboro points of contact:

**Jim Hoageson, P.E.**  
Sr. Vice President/Project Director  
[jhoageson@gmbnet.com](mailto:jhoageson@gmbnet.com)  
(410) 742-3115, ext. 1150

**Brent Jett, P.E., CFM, CC-P**  
Coastal Resiliency Group Leader  
[bjett@gmbnet.com](mailto:bjett@gmbnet.com)  
(443) 880-2719

**SCHEDULE**

GMB proposes to provide these services immediately upon receiving a signed agreement for specific task orders or projects. It is anticipated the permit application sets will be submitted to SCD and DNREC in the Fall of 2023. The grant terms with the state stipulate two (2) years from signing. A submission in Fall 2023 is well ahead of the allotted time period and will provide ample time for comments from the permitting submission.

**FEE AND FEE FORMAT**

GMB will invoice based on the time and expenses expended in accordance with the attached Schedule of Hourly Rates & Expenses and General Conditions with a lump sum fee of **\$100,000.00**. Our invoices will disclose the topics or issues that relate to the time and expenses being charged per respective project. GMB reserves the right to adjust rates and reimbursable expenses annually.

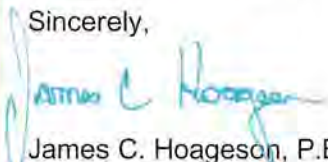
<b>Task</b>	<b>Cost</b>
<b>Survey</b>	\$8,000
<b>Hydraulic Analysis</b>	\$7,000
<b>Preliminary Design</b>	\$25,000
<b>Define Conveyance Parameters</b>	\$5,000
<b>Final Design</b>	\$40,000
<b>Permitting</b>	\$10,000
<b>Finalizing Plans</b>	\$5,000
<b>TOTAL</b>	<b>\$100,000</b>

Should additional services beyond the described Scope of Work be required, we propose to invoice for these services in accord with the Hourly Rate Schedule. We will advise you in writing prior to proceeding.

If upon review you find this agreement acceptable, please execute this agreement in the space provided below and return to GMB.

We greatly appreciate the opportunity to submit this agreement, and please do not hesitate to contact us with any questions.

Sincerely,



James C. Hoageson, P.E.  
 Sr. Vice President / Project Director

JCH/slh

Enclosures: Schedule of Hourly Rates & Expenses dated July 1, 2022  
 General Conditions dated July 1, 2021



**ACCEPTED FOR TOWN OF MILLSBORO:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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## SCHEDULE OF HOURLY RATES & EXPENSES

### HOURLY RATES

Effective July 1, 2022

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 205.00
Senior Project Manager	\$ 135.00 - \$ 185.00
Project Manager	\$ 115.00 - \$ 160.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 145.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 115.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 115.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 75.00

### EXPENSES

All items per each, unless noted.

#### Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.625/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

\* Adjusted annually in accordance with the Internal Revenue Service Directives

**GENERAL CONDITIONS**  
(Effective July 1, 2021)

**AGREEMENT**

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

**FEES, RETAINER**

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

**INVOICES** <sup>sixty (60) JCH</sup>

Invoices are due upon receipt. If an invoice is outstanding beyond ~~thirty (30)~~ <sup>sixty (60) JCH</sup> days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

**EXPENSES**

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

**LIABILITY & CLAIMS**

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing

every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

**INSTRUMENTS OF SERVICE**

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

**APPROVALS**

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

**TERMINATION/SUSPENSION OF WORK**

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

**CONSTRUCTION SAFETY**

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

**CONSTRUCTION ESTIMATES**

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

**CONSTRUCTION SCHEDULES**

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

**HAZARDOUS MATERIALS**

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

**GOVERNING LAWS; VENUE**

The Agreement shall be interpreted in accordance with the laws of the State of ~~Maryland~~. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for ~~Wicomico~~ County, ~~Maryland~~ or the federal courts within the State of ~~Maryland~~.

Delaware | Sussex

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September 27, 2022

PROJECT NUMBER 16002

**Via Electronic Mail**

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

RE: Reclaimed Water Use – Green Fields  
Sussex Central High School  
26026 Patriots Way  
Georgetown, Delaware

Dear Mr. Burk:

Verdantas, LLC (Verdantas) is pleased to provide this proposal to collect the required soils and hydrogeologic data needed for the Town of Millsboro to obtain a permit to reuse treated wastewater (reclaimed water) at the Sussex Central High School (CSHS). The project includes reuse of reclaimed water through pop-up pivot spray irrigation on the school athletic fields and open spaces. We understand that Ms. Marlene Baust of the Department of Natural Resources and Environmental Control (DNREC) indicated to the Town that, for this type of water reuse, the requirements outlined in Section 6.11 of the Delaware Regulations Governing the Design, Installation, and Operation of On-Site Wastewater and Treatment and Disposal Systems, amended January 2014 (the Regulations) should be used to determine the procedures for obtaining the required approvals from DNREC. Other services also required for the actual permit application will be addressed in a separate proposal after DNREC approves the soil and hydrogeologic data.

Our understanding of the proposed irrigation systems is based on our review of the plan titled "Base Plan/Key Plan New Sussex Central High School"; prepared by ABHA/BSA+A; sealed June 8, 2022. A copy of the plan has been attached to this proposal. This proposal has been prepared to provide services for the planned athletic fields and open space east of the school (Green Fields on the ABHA/BSA+A plan). A separate proposal has been prepared for athletic fields and open areas located north and east of the new school (White Fields on the ABHA/BSA+A plan). The eight proposed Green Fields cover approximately 18.28 acres.

Our scope includes the submission of Letters of Intent and work plans, which will allow us to confirm the testing protocol suggested by Ms. Baust prior to initiating the remainder of the tasks outlined in this proposal. The work plans proposed herein will also be developed to provide DNREC with the Town's understanding of the additional permit requirements, and how the Town will fulfill the design, operation, monitoring, and reporting requirements for the irrigation systems.

This proposal is limited to tasks related to the soils Site Assessment Reports described in Section 6.11 of the Regulation, in addition to the assessment of baseline groundwater conditions (includes installation of monitoring wells) that you requested. This proposal does not include the remaining tasks required for the permit application. **This proposal assumes that DNREC will not require Soil Investigation Reports, or Hydrogeologic Suitability Reports for the use of reclaimed wastewater to irrigate the athletic fields and landscaped areas at the CSHS.**

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Based on our understanding of the required tasks, Verdantas offers the following scope of services:

**A. SCOPE OF SERVICES**

**Letters of Intent and Work Plans**

Verdantas will submit Letters of Intent and written work plans to DNREC outlining the proposed tasks that must be completed to fulfill the application requirements. The work plans will address the requirements of Section 6.11 of the Regulations and propose the manner in which each requirement will be completed.

**Site Assessment**

Site assessments will be required for the permit application and will include the following.

Locate Existing Wells Requiring Abandonment

Any water supply wells within the planned spray areas will be located and recommended for abandonment in accordance with Delaware Regulations Governing the Construction and Use of Wells. This proposal does not include the cost to abandon any located wells.

Locate and Map Water Supply Wells within 1,000 Feet of the Spray Facilities

Water wells (domestic, irrigation, commercial, industrial, and public) within 1,000 feet of the spray facilities will be located and depicted on a regional map.

Soil Borings and Soil Sampling

Sixteen composite soil samples will be collected from the eight irrigations fields for chemical analysis. Two samples will be collected from each irrigation field including soils from 0 to 12 inches (shallow sample) and from 12 to 24 inches (deep sample). The composite samples will be combined from four soil borings conducted within in each of the irrigation fields. The soil encountered in these borings will also be documented using field techniques and procedures provided in the Field Book for Describing and Sampling Soils (Version 3.0). Chemical analyses will include:

- pH
- Organic Matter
- Phosphorus (as P<sub>2</sub>O<sub>5</sub>)
- Potassium
- Total Nitrogen
- Nitrate as Nitrogen
- Sodium Adsorption Ratio
- Cadmium
- Nickel
- Lead
- Zinc
- Copper
- Cation Exchange Capacity

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- Phosphorus Adsorption
- Percent Base Saturation

Analytical methodology will be in accordance with Methods of Soil Analysis published by the American Society of Agronomy and will be performed by a qualified laboratory. The soil chemistry data will be used to calculate the current land limiting constituent and estimate the site life for each field.

#### Installation of Groundwater Monitoring Wells and Baseline Sampling

Five groundwater monitoring wells will be installed around the irrigation areas of the Green Fields for the purpose of obtaining background levels of constituents of interest, and for on-going monitoring during operation of the irrigation fields. This proposal only includes the baseline sampling to be performed prior to commencing spray irrigation. The five monitoring wells will be installed 20 feet below ground surface and constructed using five feet of 2-inch diameter PVC riser pipe and 15 feet of 20-slot PVC well screen. The wells will be finished in outer steel riser pipes approximately three feet above ground surface.

Soil borings will be completed at each well location to characterize the soil profile in which the wells will be installed. The wells will be developed following installation. The wells will be located by a licensed surveyor and the well casing and ground surface elevations at each well location will be determined to assess groundwater depths and flow direction. Soil cuttings brought to the surface to install the monitoring wells will be left adjacent to the well locations with the anticipation that the school can utilize the soil for landscaping or fill purposes.

Baseline groundwater samples will be collected from the monitoring wells prior to commencing the irrigation. Field measurements of pH, conductivity, temperature, and dissolved oxygen will be measured during the well purging process. Grab groundwater samples will be collected in laboratory-prepared bottle ware and submitted to a qualified laboratory for analysis of the following testing parameters.

- Ammonia Nitrogen
- Nitrate + Nitrite as N
- Total Nitrogen
- Total Coliform
- Fecal Coliform
- Total Phosphorus
- Sodium
- Chloride

#### Assessment Reports

Verdantas will prepare soil and groundwater assessment reports following the field activities. The reports will summarize baseline conditions of soil and groundwater prior to initiating irrigation, in addition to an assessment of water supply wells in the vicinity of the project site, direction of groundwater flow, and estimation of site life based on the current land limiting constituents. The soil assessment reports will be attached to the permit applications as

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required by the Regulations. The groundwater assessment reports are not required but can also be attached to the permit applications if requested by the Town or DNREC.

**B. SCHEDULE OF WORK**

We anticipate that soil sampling for the assessment report can be initiated within four weeks of receiving authorization to proceed. Installation of the monitoring wells will require permits and the schedule for installing the wells will depend on DNREC processing the permit applications and the drillers schedule. The background groundwater monitoring will be performed approximately one week after installing and developing the monitor wells. Laboratory analysis of the soil and groundwater samples typically requires two to three weeks. We anticipate completing the assessment reports within two weeks of receiving the laboratory analysis reports.

**C. FEES**

The fees for our services, as outlined above, will be computed on a "time-spent" basis in accordance with the attached Hourly Rate Schedule for the individuals required to complete these services. We have prepared a fee estimate that anticipates a reasonable expectation of the possible work effort required. The estimate indicated below is based on assumed conditions and on our current project understanding.

**Fees for Green Fields**

Letter of Intent and Work Plan .....	\$ 4,200.00
Soil Borings and Soil Sampling .....	\$ 6,350.00
Driller, Soil Borings and Monitor Well Installation/Development .....	\$ 8,400.00
Geologist to Review Installation of Borings/Monitor Wells .....	\$ 4,300.00
Surveyor to Locate and Determine Well Elevations .....	\$ 3,900.00
Background Groundwater Sampling .....	\$ 2,575.00
Laboratory Analysis of Soil Samples .....	\$ 3,800.00
Laboratory Analysis of Groundwater Samples .....	\$ 1,500.00
Research and Preparation of Assessment Reports .....	\$ 9,175.00
Project Management/Meetings/Coordination .....	\$ 4,250.00
<b>TOTAL ESTIMATED FEE .....</b>	<b><u>\$ 48,450.00</u></b>

The fees shown above are based on the attached Verdantas Hourly Rate Schedule for The Town of Millsboro. This agreement is subject to the Terms and Conditions of the Master Services Agreement between the Town of Millsboro and Verdantas dated September 28, 2022. The terms of this proposal are valid for a period of 30 days.

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

Very truly yours,

VERDANTAS, INC.

  
Ralph Downard, CPSS  
Natural Resources Division Leader

  
Steven F. Cahill, P.G.  
Senior Project Manager

SFC/RBD:trm  
Z:\Project Files\16000\16002\Admin\Proposals-Contracts\16002 Proposal\_Green and White Fields Final.docx

Enclosure: Hourly Rate Schedule – The Town of Millsboro

<p><b>SCOPE OF WORK AND COST ESTIMATE</b> <b>Sussex Central High School</b> <b>Treated Wastewater Reuse Spray Irrigation</b> <b>Project Number 16002</b></p> <p><b>AUTHORIZATION Green Fields:</b></p> <p><b>Signature:</b> _____</p> <p><b>Printed Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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Verdantas LLC

HOURLY RATE SCHEDULE

THE TOWN OF MILLSBORO

<b><u>Professional Services</u></b>	<b><u>Hourly Rate</u></b>
Administrative.....	\$ 66.00
Technician .....	\$ 78.00
Sr. Technician .....	\$ 105.00
Staff Engineer/Staff Scientist I.....	\$ 122.00
Staff Engineer/Staff Scientist II .....	\$ 129.00
Staff Engineer/Staff Scientist III .....	\$ 144.00
Project Manager/Scientist/Engineer .....	\$ 160.00 - \$172.00
Senior Project Manager/Senior Scientist/Senior Engineer .....	\$ 174.00 - \$200.00
Senior Consultant .....	\$ 213.00 to \$242.00

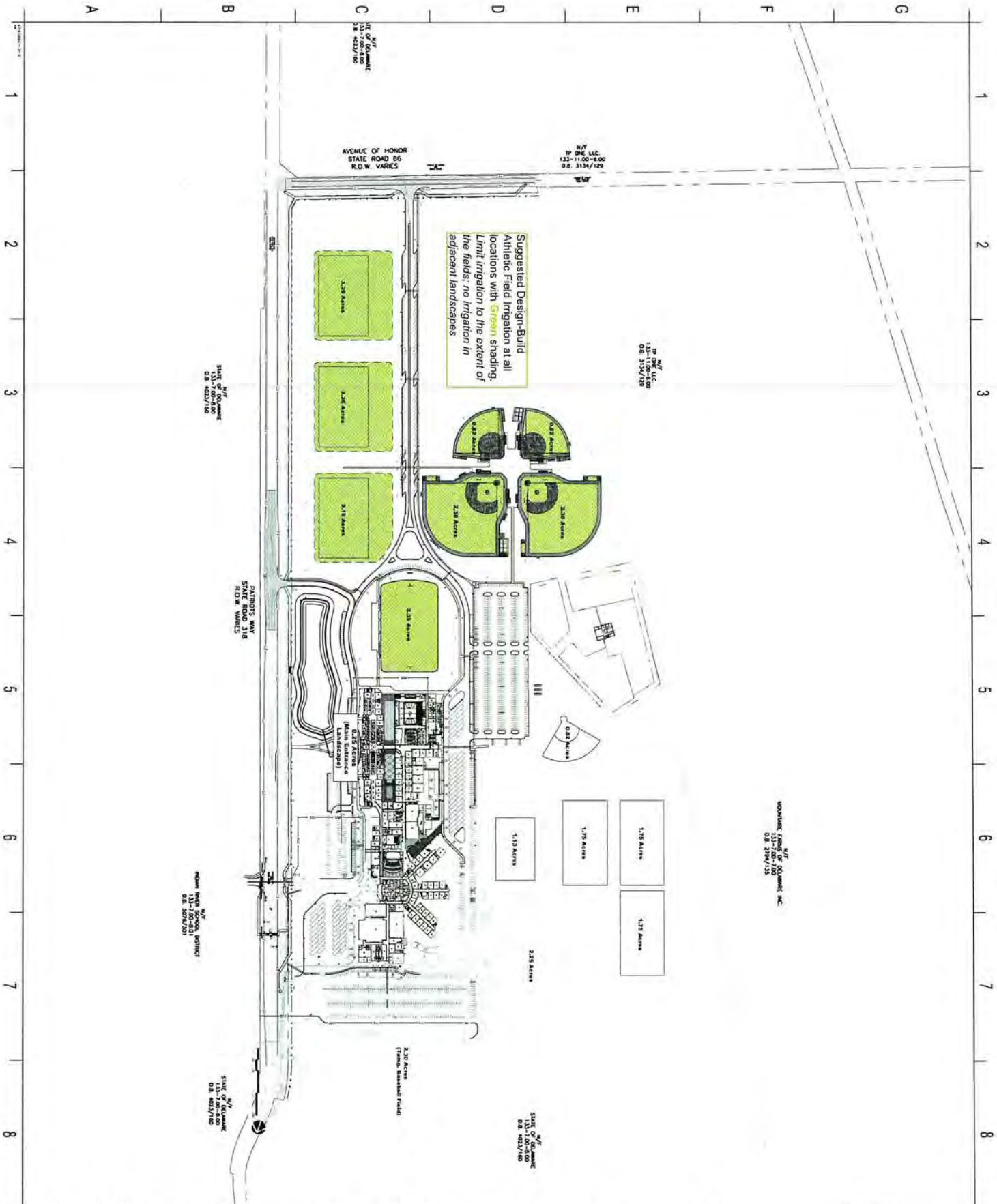
Night work and weekend work may result in higher rates due to shift differential.

**Reimbursables and Direct Expenses**

Mileage .....	Allowable IRS rate
Mailings .....	Cost plus 15%
Subconsultants .....	Cost plus 15%
Black & White Bond Prints .....	\$ .50/SF
Color Bond Prints .....	\$2.00/SF
Color Photo Prints .....	\$5.00/SF
Mylar Prints .....	\$2.50/SF

NOTES:

1. Billing rates are reviewed no less than annually and may be adjusted at those times.
2. Please refer to General Contract Conditions.



No.	Description	Date
1	2023 REVISION	
2		
3		
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5		
6		
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8		
9		
10		



OWNER  
INDIAN RIVER  
SCHOOL DISTRICT

ARCHITECTS  
**ABHA | BSA+A**  
1621 North US Highway  
West Palm Beach, FL 33411  
Tel: (561) 832-4444  
Fax: (561) 832-4433

CONTRACTOR  
SUSSEX COUNTY PUBLIC WORKS  
10000 US Highway 1  
Sebring, FL 33870  
Tel: (888) 888-8888

CONSULTANTS  
ARCHITECTS  
MECHANICAL, ELECTRICAL, PLUMBING  
AND HEATING ENGINEERS  
PLANNING ENGINEERS  
PLANNING ASSOCIATES, INC.  
ATTORNEY & LEGAL SERVICE CONSULTANT  
CONS ASSOCIATES  
THEATER CONSULTANTS  
STRADES  
TECHNOLOGY CONSULTANT  
EDUCATIONAL SYSTEMS PLANNING  
ACADEMIC CONSULTANT  
ACQUINCH



PROJECT INFORMATION  
PROJECT NO. 2023-20  
PROJECT NAME  
NEW SUSSEX CENTRAL  
HIGH SCHOOL  
PROJECT LOCATION  
PATRIOTS WAY  
GROVEDALE, DELAWARE 19847  
SHEET TITLE  
BASE PLAN  
KEY PLAN

SHEET NO.  
**L-###**

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September 27, 2022

PROJECT NUMBER 16260

**Via Electronic Mail**

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

RE: Reclaimed Water Use-White Fields  
Sussex Central High School  
26026 Patriots Way  
Georgetown, Delaware

Dear Mr. Burk:

Verdantas, LLC (Verdantas) is pleased to provide this proposal to collect the required soils and hydrogeologic data needed for the Town of Millsboro to obtain a permit to reuse treated wastewater (reclaimed water) at the Sussex Central High School (CSHS). The project includes reuse of reclaimed water through pop-up pivot spray irrigation on the school athletic fields and open spaces. We understand that Ms. Marlene Baust of the Department of Natural Resources and Environmental Control (DNREC) indicated to the Town that, for this type of water reuse, the requirements outlined in Section 6.11 of the Delaware Regulations Governing the Design, Installation, and Operation of On-Site Wastewater and Treatment and Disposal Systems, amended January 2014 (the Regulations) should be used to determine the procedures for obtaining the required approvals from DNREC. Other services also required for the actual permit application will be addressed in a separate proposal after DNREC approves the soil and hydrogeologic data.

Our understanding of the proposed irrigation systems is based on our review of the plan titled "Base Plan/Key Plan New Sussex Central High School"; prepared by ABHA/BSA+A; sealed June 8, 2022. A copy of the plan has been attached to this proposal. This proposal has been prepared to provide services for athletic fields and open areas located north and east of the new school (White Fields on the ABHA/BSA+A plan). A separate proposal has been prepared for the planned athletic fields and open space east of the school (Green Fields on the ABHA/BSA+A plan). The seven proposed White Fields cover approximately 11.75 acres.

Our scope includes the submission of Letters of Intent and work plans, which will allow us to confirm the testing protocol suggested by Ms. Baust prior to initiating the remainder of the tasks outlined in this proposal. The work plans proposed herein will also be developed to provide DNREC with the Town's understanding of the additional permit requirements, and how the Town will fulfill the design, operation, monitoring, and reporting requirements for the irrigation systems.

This proposal is limited to tasks related to the soils Site Assessment Reports described in Section 6.11 of the Regulation, in addition to the assessment of baseline groundwater conditions (includes installation of monitoring wells) that you requested. This proposal does not include the remaining tasks required for the permit application. **This proposal assumes that DNREC will not require Soil Investigation Reports, or Hydrogeologic Suitability Reports for the use of reclaimed wastewater to irrigate the athletic fields and landscaped areas at the CSHS.**

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Based on our understanding of the required tasks, Verdantas offers the following scope of services:

**A. SCOPE OF SERVICES**

**Letters of Intent and Work Plans**

Verdantas will submit Letters of Intent and written work plans to DNREC outlining the proposed tasks that must be completed to fulfill the application requirements. The work plans will address the requirements of Section 6.11 of the Regulations and propose the manner in which each requirement will be completed.

**Site Assessment**

Site assessments will be required for the permit application and will include the following.

Locate Existing Wells Requiring Abandonment

Any water supply wells within the planned spray areas will be located and recommended for abandonment in accordance with Delaware Regulations Governing the Construction and Use of Wells. This proposal does not include the cost to abandon any located wells.

Locate and Map Water Supply Wells within 1,000 Feet of the Spray Facilities

Water wells (domestic, irrigation, commercial, industrial, and public) within 1,000 feet of the spray facilities will be located and depicted on a regional map.

Soil Borings and Soil Sampling

Fourteen composite soil samples will be collected from the seven irrigations fields for chemical analysis. Two samples will be collected from each irrigation field including soils from 0 to 12 inches (shallow sample) and from 12 to 24 inches (deep sample). The composite samples will be combined from four soil borings conducted within in each of the irrigation fields. The soil encountered in these borings will also be documented using field techniques and procedures provided in the Field Book for Describing and Sampling Soils (Version 3.0). Chemical analyses will include:

- pH
- Organic Matter
- Phosphorus (as P<sub>2</sub>O<sub>5</sub>)
- Potassium
- Total Nitrogen
- Nitrate as Nitrogen
- Sodium Adsorption Ratio
- Cadmium
- Nickel
- Lead
- Zinc
- Copper
- Cation Exchange Capacity

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- Phosphorus Adsorption
- Percent Base Saturation

Analytical methodology will be in accordance with Methods of Soil Analysis published by the American Society of Agronomy and will be performed by a qualified laboratory. The soil chemistry data will be used to calculate the current land limiting constituent and estimate the site life for each field.

#### Installation of Groundwater Monitoring Wells and Baseline Sampling

Five groundwater monitoring wells will be installed around the irrigation field areas for the purpose of obtaining background levels of constituents of interest, and for on-going monitoring during operation of the irrigation fields. This proposal only includes the baseline sampling to be performed prior to commencing spray irrigation. The five monitoring wells will be installed 20 feet below ground surface and constructed using five feet of 2-inch diameter PVC riser pipe and 15 feet of 20-slot PVC well screen. The wells will be finished in outer steel riser pipes approximately three feet above ground surface.

Soil borings will be completed at each well location to characterize the soil profile in which the wells will be installed. The wells will be developed following installation. The wells will be located by a licensed surveyor and the well casing and ground surface elevations at each well location will be determined to assess groundwater depths and flow direction. Soil cuttings brought to the surface to install the monitoring wells will be left adjacent to the well locations with the anticipation that the school can utilize the soil for landscaping or fill purposes.

Baseline groundwater samples will be collected from the monitoring wells prior to commencing the irrigation. Field measurements of pH, conductivity, temperature, and dissolved oxygen will be measured during the well purging process. Grab groundwater samples will be collected in laboratory-prepared bottle ware and submitted to a qualified laboratory for analysis of the following testing parameters.

- Ammonia Nitrogen
- Nitrate + Nitrite as N
- Total Nitrogen
- Total Coliform
- Fecal Coliform
- Total Phosphorus
- Sodium
- Chloride

#### Assessment Reports

Verdantas will prepare soil and groundwater assessment reports following the field activities. The reports will summarize baseline conditions of soil and groundwater prior to initiating irrigation, in addition to an assessment of water supply wells in the vicinity of the project site, direction of groundwater flow, and estimation of site life based on the current land limiting constituents. The soil assessment reports will be attached to the permit applications as



required by the Regulations. The groundwater assessment reports are not required but can also be attached to the permit applications if requested by the Town or DNREC.

**B. SCHEDULE OF WORK**

Work on the White Fields is not anticipated until 2023, and it will be determined if a separate permit to perform irrigation will be required, or the presumably existing permit for the Green Fields will be amended to include the White Fields.

We anticipate that soil sampling for the assessment report can be initiated within two weeks of receiving authorization to proceed. Installation of the monitoring wells will require permits and the schedule for installing the wells will depend on DNREC processing the permit applications and the drillers schedule. The background groundwater monitoring will be performed approximately one week after installing and developing the monitor wells. Laboratory analysis of the soil and groundwater samples typically requires two to three weeks. We anticipate completing the assessment reports within two weeks of receiving the laboratory analysis reports.

**C. FEES**

The fees for our services, as outlined above, will be computed on a "time-spent" basis in accordance with the attached Hourly Rate Schedule for the individuals required to complete these services. We have prepared a fee estimate that anticipates a reasonable expectation of the possible work effort required. The estimate indicated below is based on assumed conditions and on our current project understanding.

**Fees for White Fields**

Letter of Intent and Work Plan .....	\$ 3,025.00
Soil Borings and Soil Sampling .....	\$ 6,350.00
Driller, Soil Borings and Monitor Well Installation/Development .....	\$ 8,400.00
Geologist to Review Installation of Borings/Monitor Wells .....	\$ 4,300.00
Surveyor to Locate and Determine Well Elevations .....	\$ 3,900.00
Background Groundwater Sampling .....	\$ 2,575.00
Laboratory Analysis of Soil Samples .....	\$ 3,800.00
Laboratory Analysis of Groundwater Samples .....	\$ 1,500.00
Research and Preparation of Assessment Reports .....	\$ 8,000.00
Project Management/Meetings/Coordination .....	\$ 4,250.00

**TOTAL ESTIMATED FEE ..... \$ 46,100.00**

The fees shown above are based on the attached Verdantas Hourly Rate Schedule for The Town of Millsboro. This agreement is subject to the Terms and Conditions of the Master Services Agreement between the Town of Millsboro and Verdantas dated September 28, 2022. The terms of this proposal are valid for a period of 30 days.

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Project Number 16260  
Mr. Jamie Burk  
September 27, 2022  
Page 5



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

Very truly yours,

VERDANTAS, INC.

  
Ralph Downard, CPSS  
Natural Resources Division Leader

  
Steven F. Cahill, P.G  
Senior Project Manager

SFC/RBD:mmm

Enclosure: Hourly Rate Schedule – The Town of Millsboro

<p><b>SCOPE OF WORK AND COST ESTIMATE</b> <b>Sussex Central High School</b> <b>Treated Wastewater Reuse Spray Irrigation</b> <b>Project Number 16260</b></p> <p><b>AUTHORIZATION White Fields:</b></p> <p><b>Signature:</b> _____</p> <p><b>Printed Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
--

Verdantas LLC

HOURLY RATE SCHEDULE

THE TOWN OF MILLSBORO

<b><u>Professional Services</u></b>	<b><u>Hourly Rate</u></b>
Administrative.....	\$ 66.00
Technician .....	\$ 78.00
Sr. Technician .....	\$ 105.00
Staff Engineer/Staff Scientist I.....	\$ 122.00
Staff Engineer/Staff Scientist II.....	\$ 129.00
Staff Engineer/Staff Scientist III .....	\$ 144.00
Project Manager/Scientist/Engineer .....	\$ 160.00 - \$172.00
Senior Project Manager/Senior Scientist/Senior Engineer .....	\$ 174.00 - \$200.00
Senior Consultant .....	\$ 213.00 to \$242.00

Night work and weekend work may result in higher rates due to shift differential.

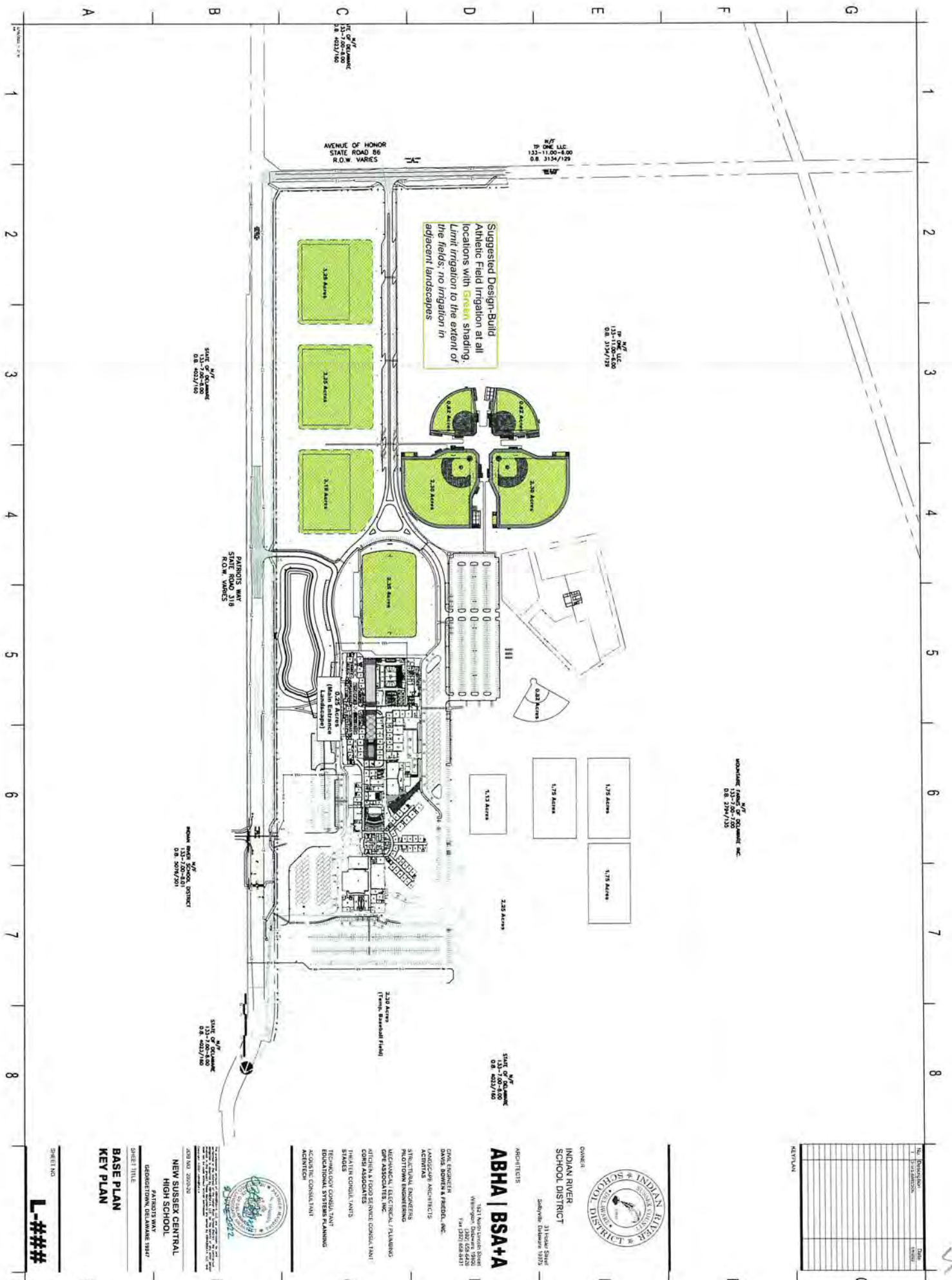
**Reimbursables and Direct Expenses**

Mileage .....	Allowable IRS rate
Mailings .....	Cost plus 15%
Subconsultants .....	Cost plus 15%
Black & White Bond Prints .....	\$ .50/SF
Color Bond Prints .....	\$2.00/SF
Color Photo Prints .....	\$5.00/SF
Mylar Prints .....	\$2.50/SF

NOTES:

1. Billing rates are reviewed no less than annually and may be adjusted at those times.
2. Please refer to General Contract Conditions.





Suggested Design-Build  
Athletic Field Irrigation at all  
locations with green shading.  
Limit irrigation to the extent of  
the fields; no irrigation in  
adjacent landscapes

AVENUE OF HONOR  
STATE ROAD 86  
R.O.W. VARIES

PATRIOTS WAY  
STATE ROAD 103  
R.O.W. VARIES

STATE OF DELAWARE  
133-7007/100  
08. 402/710

STATE OF DELAWARE  
133-7007/100  
08. 507/201

STATE OF DELAWARE  
133-7007/100  
08. 402/710

STATE OF DELAWARE  
133-7007/100  
08. 402/710

INDIAN RIVER  
133-7007/100  
08. 229/713

STATE OF DELAWARE  
133-7007/100  
08. 3154/129

No.	Description	Date	Revised



OWNER  
INDIAN RIVER  
SCHOOL DISTRICT  
31 Hickory Street  
Sebastian, Florida 32959

ARCHITECTS  
**ABHA | BSA+A**  
1611 North Lincoln Street  
Westport, Delaware 19880  
Tel: (302) 426-4477  
Fax: (302) 426-4477

- ONE, ENGINEER, DAVIS, BOWEN & FREEDL, INC.
- LANDSCAPE ARCHITECTS
- ACTIVITAS
- STRUCTURAL ENGINEERS
- MECHANICAL, ELECTRICAL, PLUMBING
- GENERAL CONTRACTORS
- GENERAL ASSOCIATES, INC.
- ARCHITECTURAL CONSULTANTS
- THA/TECH CONSULTANTS
- BRADSHAW CONSULTANTS
- TECHNICAL CONSULTANTS
- TECHNICAL SYSTEMS PLANNING
- ACQUISITION CONSULTANTS
- ACQUISITION



PROJECT NO. 2007020  
**NEW SUSSEX CENTRAL  
HIGH SCHOOL**  
PATRIOTS WAY  
DEERINGTON, DELAWARE 19847  
SHEET TITLE  
**BASE PLAN  
KEY PLAN**

SHEET NO.  
**L-###**

**AMENDMENT TO CHAPTER 200, VEHICLES AND TRAFFIC, ARTICLE V, SCHEDULES, §200-27. SCHEDULE III: ONE-WAY STREETS, TO DESIGNATE CERTAIN PORTIONS OF PLANTATION LAKES BOULEVARD AS A ONE-WAY STREET, AND §200-28. SCHEDULE IV: STOP INTERSECTIONS, TO DESIGNATE NEW STOP INTERSECTIONS ON PLANTATION LAKES BOULEVARD.**

**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 certain portions of Plantation Lakes Boulevard be designated as a one-way street and that several intersections on Plantation Lakes Boulevard be designated as stop intersections; and

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

**NOW THEREFORE BE IT ORDAINED** by the Town Council of the Town of Millsboro, in session met, a quorum pertaining at all times thereto, that Chapter 200, Vehicles and Traffic, Article V, Schedules, be and is hereby amended as follows:

**Item 1:** Amend §200-27. **Schedule III: One-Way Streets**, by adding the following:

<b>Name of Street</b>	<b>Direction of Travel</b>	<b>Limits</b>
Plantation Lakes Boulevard	Northbound	Charlotte Boulevard to Pine Top Drive
Plantation Lakes Boulevard	Southbound	Pine Top Drive to Charlotte Boulevard

**Item 2:** Amend §200-28. **Schedule IV: Stop Intersections**, by adding the following:

<b>Name of Street</b>	<b>Direction of Travel</b>	<b>At Intersection of</b>
Plantation Lakes Boulevard	Northbound	Pine Top Drive
Plantation Lakes Boulevard	Eastbound	Community Center
Plantation Lakes Boulevard	Southbound	Charlotte Boulevard

**BE IT FURTHER RESOLVED** that the Public Works Director, subject to and with the approval of the Town Manager, shall have “Do Not Enter” signs installed where necessary on Plantation Lakes Boulevard to draw attention to the newly designated one-way status of certain portions of Plantation Lakes Boulevard.

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 October 3, 2022, 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

RECEIVED

SEP 15 2022

TOWN OF MILLSBORO

APPLICATION FOR CONDITIONAL USE

MILLSBORO TOWN HALL

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

Date of application: 9-15-22

Location of Property: 201 laurel Rd Millsboro DE 19966

Tax Map #: 1-33 16.30 32.00

Name of Applicant: Ink and Lash shop by Jennifer McCahill

Mailing Address: 107 Millers Run Millsboro DE 19966

Email address: nennifer1@aol.com

Work Phone: \_\_\_\_\_ Cell Phone: 302-745-2006

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

Current zoning classification of property: Medium Residential

Use being requested as conditional use ( be specific): Allow Ink & lash Shop to continue To provide beauty services.

Current/former use of property: Provides beauty services and retail.

Attached are the required documents for review: \_\_\_\_\_

Signature of Owner: Jennifer McCahill

Print name: Jennifer McCahill

Address: 107 Millers Run Millsboro DE, 19966

Phone: 302-745-2006

Signature of Applicant ( if not Owner): \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

FOR TOWN USE:

( ) Approved with conditions ( see attached)

( ) Disapproved

Date of disposition: \_\_\_\_\_

CK# 1288

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September 26, 2022

Town of Millsboro  
322 Wilson Highway  
Millsboro, Delaware

Attn: Jamie Burk  
Town Manager

Re: Millsboro Police Station  
Town of Millsboro  
Ellis Street, Millsboro, Delaware  
DBF Project Number 2022A05.A01

Dear Mr. Burk:

We are pleased to present the attached Amendment to our Agreement with the Town to provide On-Site Project Representation using a Resident Project Representative (RPR) per USDA Rural Development requirements for the Millsboro Police Station.

Using the Preliminary Construction Estimate prepared by Delmarva Veteran Builders, the RPR will be on site when work is being completed by the General Contractor or their sub-contractors for approximately (262) workdays from November 21, 2022, to December 8, 2023. The preliminary budget is \$175,000 - \$190,000 and \$14,000 in reimbursable expenses. The budget is based on the information above and our Schedule of Rates 48 (attached to the Agreement).

If the Amendment meets with your approval, please sign both copies and return one to our office. Receipt of a signed copy of the Amendment will be considered our authorization to proceed.

Sincerely,  
DAVIS, BOWEN AND FRIEDEL, INC.



Christopher Cullen, AIA  
Associate/Sr. Architect

Enclosures

CLC  
R:\2022\2022A005.A01\CA\AIA Documents\Amendment Cover.docx



# AIA Document G802™ – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> Millsboro Police Station Ellis Street, Millsboro Delaware	<b>AGREEMENT INFORMATION</b> Date: 8/9/2022	<b>AMENDMENT INFORMATION:</b> Amendment Number: I Date: 9/26/2022
<b>OWNER:</b> Town of Millsboro 322 Wilson Highway Millsboro, Delaware	<b>ARCHITECT:</b> Davis, Bowen & Friedel, Inc. 601 East Main Street, Suite 100 Salisbury, Maryland	

The Owner and Architect amend the Agreement as follows:

Provide Supplemental Services 4.1.13 On-site project representation.  
Provide on-site project representation whenever the General Contractor or his sub-contractors are on site.

Compensation Adjustment:  
Per attached Schedule of Rates No. 48 (currently in force per the Agreement)  
Category –  
Resident Project Representative          Hourly Rate \$85.00  
Travel    \$0.55/mile

### Signatures

Davis, Bowen & Friedel, Inc.  
ARCHITECT (Firm name)

Town of Millsboro  
OWNER (Firm Name)

SIGNATURE

SIGNATURE

Chris Cullen, AIA: Associate  
PRINTED NAME AND TITLE

Jamie Burk; Town Manager  
PRINTED NAME AND TITLE

DATE

DATE

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**DAVIS, BOWEN & FRIEDEL, INC. ("DBF")**  
**SCHEDULE OF RATES AND GENERAL CONDITIONS**  
 SCHEDULE NO. 48  
 Effective January 1, 2021

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Principal</b>	<b>\$190.00</b>
<b>Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor</b>	<b>\$160.00</b>
<b>Architect, Landscape Architect, Engineer, Surveyor</b>	<b>\$130.00</b>
<b>Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying</b>	<b>\$145.00</b>
<b>Manager: Architecture, Landscape Architecture, Engineering, Surveying</b>	<b>\$115.00</b>
<b>Construction Administrator</b>	<b>\$130.00</b>
<b>Senior Designer</b>	<b>\$120.00</b>
<b>Designer</b>	<b>\$110.00</b>
<b>GIS Specialist</b>	<b>\$120.00</b>
<b>Computer Graphics Designer</b>	<b>\$100.00</b>
<b>CAD I</b>	<b>\$95.00</b>
<b>CAD II</b>	<b>\$85.00</b>
<b>1 Person Survey Crew</b>	<b>\$115.00</b>
<b>2 Person Survey Crew</b>	<b>\$150.00</b>
<b>3 Person Survey Crew &amp; UAV Crew (Excluding Equipment Charge)</b>	<b>\$190.00</b>
<b>Resident Project Representative</b>	<b>\$85.00</b>
<b>Computer Administrator</b>	<b>\$100.00</b>
<b>Administrative Support</b>	<b>\$60.00</b>
<b>Travel</b>	<b>\$0.55/mile</b>
<b>Direct Expense</b>	<b>Cost + 10%</b>
<b>UAV Equipment Charge</b>	<b>\$100/mission</b>
<b>Prints (In-house Reproduction)</b>	<b>\$2.50/sheet</b>
<b>Overtime</b>	<b>(1.5xHourly Rate)</b>
<b>24x36 Mounted Prints</b>	<b>\$90 (First Board)/ \$40 (Additional Boards from the Same Order)</b>

**GENERAL CONDITIONS**

**INVOICES & PAYMENT**

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to also recover its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

**TERMINATION OF CONTRACT**

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

**LIMITATION OF LIABILITY**

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

**INDEMNIFICATION**

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

**FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**CONSTRUCTION PHASE SERVICES**

If this agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

N:\FORMS\DoNotDelete\Rates2020 - Rates Draft\SCHEDULE OF RATES AND GC NO. 48 Municipal\_040120.doc

**OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by DBF pursuant to this agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

**USE OF DIGITAL MEDIA**

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in digital media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. AutoCAD, or other similar files in dwg. format, will be made available to Users only at the discretion of DBF and only following mutual acceptance of the Digital Media Release Agreement prepared by DBF. DBF reserves the right to separately charge a fee for the release of selected files.

**SUCCESSORS & ASSIGNS**

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither party shall assign, sublet, or transfer any interest in this agreement without the written consent of the other.

**MISCELLANEOUS PROVISIONS**

Unless otherwise specified, this agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

**REIMBURSABLE EXPENSES**

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.

**MASTER SERVICES AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

Consultant: Verdantas LLC  
5400 Limestone Road  
Wilmington, DE 19808

Client: Town of Millsboro  
322 Wilson Highway  
Millsboro, DE 19966

**WITNESSETH THAT:**

**WHEREAS**, the Town of Millsboro, Delaware, hereafter referred to as the Client, wishes to retain Verdantas LLC, hereafter referred to as the "Consultant" or "Verdantas", to provide professional services as an independent contractor, and as outlined in Section 2 of this Master Services Agreement for Professional Consulting Services (Agreement); and

**WHEREAS**, Client and Consultant, collectively the Parties, desire to establish terms and conditions which shall apply to and become part of every task order, work order, purchase order or other agreement concerning professional services to be performed by Consultant on Client's behalf;

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. **Definitions.** As used in these General Terms and Conditions (the "Terms"), the following definitions apply:
  - 1.1. "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties and costs, including reasonable attorney's fees and other legal fees and related legal expenses;
  - 1.2. "Client" means the party that has entered into the Contract with Verdantas LLC;
  - 1.3. "Consultant" means Verdantas LLC, or its employees, officers, agents, representatives, subconsultants and subcontractors;
  - 1.4. "Contract" means the Proposal and these Terms, as either may be modified or supplemented in writing in accordance with Sections 2, 20.5, or 22;
  - 1.5. "Verdantas" means the Verdantas LLC company providing the Services on Client's behalf;
  - 1.6. "Party" means either Verdantas or Client, as indicated by the context, Parties means both Verdantas and Client;
  - 1.7. "Proposal" means the document(s) issued by Verdantas, that reference, incorporate by reference, and are accompanied by these Terms, in which Verdantas describes and offers to perform Services for Client;

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- 1.8. "Services" or "Scope of Services" means the work performed or to be performed by Verdantas pursuant to the Proposal, and includes all Verdantas work product; and
- 1.9. "Site" means any site upon which or in relation to which Services may be performed.
2. **Proposal.** Consultant shall prepare a Scope of Work and cost estimate (Proposal) for each project governed by this Master Services Agreement. A Task Order form (Attachment A) shall be completed for each project, which references the Proposal and this Agreement, and shall be signed by the Client to acknowledge acceptance prior to proceeding with the project. The Scope of Work for specific projects may be amended as agreed upon by the Client and Consultant, in which case a new Task Order form defining the scope and cost of additional work shall be completed and signed by the Client. The Proposal can be accepted by Client within 30 days of its issuance. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Master Services Agreement, and the Contract entered into between Client and Verdantas. In the event of any discrepancy or inconsistency between the terms and conditions set forth in this Master Services Agreement and the terms set forth in the Proposal, the terms contained in the Proposal control. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute Verdantas' estimated probable cost and estimated schedule for the Services. The estimated probable cost is not a guaranteed maximum or not-to-exceed price. Verdantas shall inform Client if it determines at any time that a material change to the nature, time or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 3, below.
3. **Force Majeure; Emergencies; Discovery of Unanticipated Hazardous Substances; Subsurface and General Risks.**
- 3.1. Verdantas' fees, costs, and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approvals, or suitable Site access, or by occurrences or circumstances beyond Verdantas' reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions ("Force Majeure"). If Verdantas determines in its sole discretion, based on circumstances surrounding the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk in performing Services, such circumstances will constitute a Force Majeure, and Verdantas will have the right to take any measure it deems necessary to protect personnel at Client's expense. If it is impracticable for Verdantas to obtain authorization from Client in an emergency situation that may affect the health or safety of persons, the environment, or property, Verdantas may, at its discretion, act to prevent threatened damage, injury or loss at Client's expense.
- 3.2. Hazardous substances may exist at a site where there is no reason to believe that they are present. Verdantas and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the proposed fee for the Services, or termination of the Services. Verdantas agrees to notify client as soon as practicable should unanticipated hazardous substances, or unanticipated suspected hazardous substances, be encountered. Client agrees that Verdantas may take such measures as, in Verdantas' professional opinion, are necessary and prudent to preserve and protect the health and safety of Verdantas' personnel, equipment, and members of the public, including Containment of the hazardous substances as set forth more fully in Section 10, below, and Client agrees to compensate Verdantas for the additional cost of such protective measures. In addition, client waives any claim against Verdantas and agrees that Verdantas shall not be responsible for any claim or liability for injury or loss arising from Verdantas' discovery of, or responses to, unanticipated hazardous substances.
- 3.3. In the event that samples or materials are collected as part of the Services, and the samples or materials contain or are suspected to contain substances that are hazardous substances or hazardous waste as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Verdantas will, after completion of testing, (1) return such samples and materials to the Client, or (2) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.
- 3.4. In accordance with individual states' general laws and regulations (collectively "State Programs"), the performance of the Services under the Contract may require Verdantas to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report to the state the existence of certain environmental conditions, discharges or threats of releases, which Verdantas is required by law to report, or in its professional judgment pose an imminent threat to public health or the environment ("Immediate Threat"). Verdantas will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities. If the Client fails to report an Immediate Threat to the proper authorities as required by law, and Verdantas reasonably believes that it has an independent legal or ethical responsibility to do so, Verdantas shall so inform the Client, citing the regulatory or ethical requirement in writing. If the Client continues to fail to report the Immediate Threat, Verdantas may disclose and report to the authorities and shall have no liability to the Client for making any such disclosures or reports. In the event Verdantas' obligations under the State Programs conflict with the interests of the Client, the Client accepts that Verdantas is bound

by law to comply with the requirements of the State Programs. The Client recognizes and agrees that Verdantas shall be immune from all civil liability resulting from any alleged conflict between the interests of the Client and the reporting requirements placed upon Verdantas pursuant to the State Programs. The obligations of this paragraph shall extend also to any federal reporting obligations imposed upon Verdantas in connection with the Services rendered to Client.

- 3.5. Client recognizes that special risks occur and "guarantees" cannot be expected whenever Professional Consulting Services are applied to determine the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances in soils, structures or other media. Verdantas cannot eliminate these risks and cannot guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Verdantas' opinion is affected by the limited scope of work and the information and observed Site conditions that existed at the time our conclusions were formulated. The only way to know about the actual composition and condition of a site's conditions is through complete excavation or exposure of the materials, including testing and analysis which is not typically practical and frequently cost prohibitive.

#### 4. Labor Rates.

- 4.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs and expenses will be billed to Client as indicated in the Proposal, or on the rate schedules attached to the Terms. Verdantas labor rates apply to (i) full-time, part-time, temporary and seconded employees of Verdantas and its affiliates, (ii) temporary employees whose direct compensation is paid by a temporary staffing agency and (iii) staff consultants.
- 4.2. Labor rates stated in the Proposal, or in attached rate schedules, are subject to periodic adjustment by Verdantas. If labor rates are not stated in the Proposal, Verdantas' standard labor rates in effect at the time the Services are performed shall apply.
- 4.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all third-party expenses.

#### 5. Invoices and Payment.

- 5.1. Charges for the Services performed shall be invoiced monthly, or as otherwise set forth in the Scope of Services. Unless otherwise provided by the Scope of Services, invoices will be payable within sixty (60) days of receipt by the Client. If the Client objects to all, or any portion, of an invoice, the Client shall notify Verdantas in writing within ten (10) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The parties shall immediately work together in good faith to settle the disputed portion of any invoice, and if any billing and payment dispute cannot be resolved within thirty (30) days of Verdantas' receipt of written notice thereof, Verdantas may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.
- 5.2. Amounts not paid within the time periods set forth in the Scope of Services shall be deemed delinquent and will accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

#### 6. Termination.

- 6.1. Either Party may terminate the Contract for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Contract, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer for any part of the Party's business, property or assets. If the Contract is terminated by either Party for cause, Verdantas shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity for consultation with the terminating Party before the termination date if breach is claimed, and (c) reasonable opportunity to cure the breach to the extent it can be cured. The foregoing notwithstanding, Verdantas may terminate the Contract if Client fails to pay any invoice within five (5) business days of its due date, Verdantas may terminate the Contract and stop performance of the Services immediately upon notice to Client of its non-payment.
- 6.2. Client may terminate the Contract for its convenience upon five (5) business days' written notice to Verdantas, in which event Client shall pay all fees and expenses for Services accrued as of the termination date, and Verdantas' reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice. This section does not limit Verdantas' rights to seek recovery for Claims resulting from a breach by Client.

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**7. Insurance.**

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

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

7.2. Upon written agreement of the Parties, Verdantas may procure and maintain additional insurance coverage or increased policy limits at Client's expense. Client acknowledges that this option for higher insurance limits have been explained to Client.

**8. Indemnification.**

8.1. Verdantas shall indemnify Client, its affiliates and their respective directors, officers and employees (individually, a "Client Indemnatee" and collectively, "Client Indemnitees") from and against Claims arising out of the Contract, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Verdantas. The foregoing does not include Client's attorney's fees or other legal fees based on breach of Section 9.1.

8.2. Client agrees that Verdantas, its affiliates and their respective directors, officers, employees and contractors (collectively, "Verdantas") shall not be liable for Claims arising out of the Contract, to the extent such Claims are caused by the negligence, breach of contract, or willful misconduct of Client.

8.3. Verdantas shall not be liable to a Client Indemnatee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a site prior to commencement of the Services ("Pre-Existing Condition"), and Client agrees that Verdantas shall have no liability for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of an Verdantas Indemnatee.

**9. Standard of Care; Limitation of Liability.**

9.1. Verdantas shall exercise the degree of care and skill ordinarily exercised under similar circumstances at the same time by experienced professionals performing substantially similar services at the same or similar locality as the Site. Verdantas makes no representations and provided no warranties or guarantees other than those expressly set forth in herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

- 9.2. Verdantas may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "Opinions of Probable Cost"). Opinions of Probable Cost prepared by Verdantas hereunder will be made on the basis of Verdantas' experience and qualifications and will represent Verdantas' judgment as an experienced and qualified design professional. Verdantas does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.
- 9.3. In no event shall a Client Indemnitee be liable to Verdantas, or Verdantas be liable to a Client Indemnitee, or anyone claiming to be by, through, or under a Client indemnitee, or Verdantas, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Verdantas, as applicable, knew or should have known of the possibility of such losses or damages.
- 9.4. In no event will Verdantas be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate. To the maximum amount permitted by law, Verdantas shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Verdantas from any damages sustained by Client in excess of the amount stated in this Section 9.4, and to the maximum extent permitted by law, from any claim that it is the subject of proceedings not initiated within the time period specified in this Section 9.4.
- 9.5. The provisions of this Section 9 will (i) apply to the fullest extent allowed by law whether liability is claimed or found to be based in contract (including breach of warranty or contract), tort (including negligence or negligent misrepresentation), equity, strict liability or otherwise, and (ii) survive the completion of Services and the expiration, cancellation or termination of the Contract. The provisions of Sections 9.3 and 9.4 shall be enforceable independently, if necessary.
- 9.6. Client acknowledges and agrees that the price for Services set forth in the Proposal, subject to adjustment pursuant to the Contract, has been negotiated in consideration of the Parties' agreement to allocate contractual liability amongst themselves. Accordingly, Client acknowledges and agrees that the provisions of this Section 9 satisfy any requirement of reasonableness under any law applicable to the Contract, and to any Claims relating to, or arising in connection with, the Contract.
- 10. Containment and Disposal.** If any hazardous or toxic waste, material, chemical, compound or substance or any waste regulated by local, state, provincial or federal law ("Waste") are encountered by Verdantas, Verdantas shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on the Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist with transportation of Waste to a location selected by Client for disposal. Client acknowledges that at no time does Verdantas assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees that Verdantas shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal "Superfund" law) in any way related to Verdantas' assistance with the storage, transportation or disposal of the Waste, except to the extent such Claims result from Verdantas' gross negligence or willful misconduct.
- 11. Client Responsibilities.**
- 11.1 Client shall provide such reasonable assistance as is required by Verdantas in connection with Services, including, without limitation, the assistance as specified in the Proposal. Client will provide Verdantas with the following, as applicable:
- A. Reasonable ingress to and egress from the Site for Verdantas and its subcontractors and their respective personnel, equipment and vehicles, including but not limited to obtaining any, Site access, consents or easements and complying with their terms. If Client does not own the project Site, Client warrants and represents to Verdantas that Client has the authority and permission of the owner and occupant of the project Site to grant this right of entry to Verdantas.
- B. If set forth in the Scope of Services, Verdantas may require that an authorized, knowledgeable representative of the Site owner be present as a condition of the performance of the Services. Verdantas' ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Verdantas shall not be responsible for damages or delays arising from the Client's actions or inactions.
- C. Verdantas shall have no responsibility or liability for any aspect or condition of a project site now existing, or hereinafter arising or discovered. Verdantas shall not, by its entry into a project site or the performance of the Services, assume any responsibilities or liability with respect to a project site except to the extent the aspect or condition of the project Site was negligently caused or created by Verdantas.

- D. Clean, secure and unobstructed space at the Site, as applicable and available, for Verdantas' and its subcontractors' equipment and vehicles.
  - E. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Verdantas' scope of work or are necessary to enable Verdantas to perform the Services.
  - F. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles or sensitive conditions before Verdantas commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend Verdantas against any harm or injury arising out of or related to contact with such hazards.
  - G. Client's selection of any hazardous waste transporter and disposal facility and Client's arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
  - H. All information related to the Services or subject matter thereof in Client's possession, custody or control reasonably required by Verdantas or the Proposal.
- 11.2 Verdantas has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of all information provided by, on behalf of, or at the request of Client or any governmental agency to Verdantas or any Verdantas subcontractor. Client agrees to review all Proposals, designs, schematics, drawings, specifications, reports and other deliverables prepared by Verdantas for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion and to provide Verdantas with any further information within Client's possession that may affect the accuracy or completeness of Services.
- 11.3 Full payment for Services is a condition precedent to Client's rights in Verdantas work product. If Services involve electronic data files that are maintained by or for Client, Client is responsible for maintaining backup copies of such files.
- 11.4 Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.
- 11.5 As to any dispute involving Client or the subject matter of the Services in which Verdantas is either not a named party or not at fault, Client shall pay Verdantas for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Verdantas' personnel spent in responding, defending or participating, including but not limited to all such costs and time of Verdantas or its personnel when called or subpoenaed for depositions, examinations, appearances or document production.
- 11.6 During the period of performance and for one year thereafter, Client will not target and then hire any Verdantas professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Verdantas an amount equal to 50% of Verdantas professional's ending annual salary with Verdantas.

## 12. Changes in Scope of Services.

- 12.1 Verdantas shall complete its Services as set forth in the Scope of Services, unless they have been modified. The Scope of Services may be changed as directed by the Client, or by unforeseen circumstances, as agreed by Client and Verdantas. Verdantas shall be entitled to equitable adjustment in compensation and schedule based on changes including, but not limited to, those set forth below.
- A. A change in instructions or approvals given by the Client that necessitate revision in the Services, changes to Services previously performed, or changes to the performance of Services to be performed.
  - B. Enactment or revision of codes, laws, or regulations or official interpretations of them, which necessitate changes to previously performed Services or Services yet to be performed.
  - C. Decisions of the Client not rendered in a timely manner.
  - D. Significant change in the Project including, but not limited to, size, quality, complexity, schedule, budget, or procurement method.
  - E. Failure of performance on the part of the property Owner (if that entity is not the Client) or other Contractors not responsible to or controlled by Verdantas.

- F. Preparation for and attendance at unscheduled meetings, hearings, public workshops, or dispute resolution or legal proceeding, except where Verdantas is a party thereto.
- G. Delays resulting from work suspensions on the part of Verdantas in response to Client's late payment of invoices.
- 12.2 In such event, the Client may choose to: (i) authorize completing the scope as originally defined; (ii) authorize additional funds to complete the revised scope of work; or (iii) request that work be stopped at a specific expenditure level. If option 3 is chosen, Verdantas will turn over such data, results and materials completed at the authorized level. In any of these events, Client will pay for all work properly performed, and Verdantas and Client shall both continue to fulfill their obligations under this Contract.
13. **Use of Name.** Client authorizes Verdantas to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.
14. **No Third Party Reliance.** Except as provided in Section 20.1, the Contract does not, and is not intended to, grant to any person other than Verdantas and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Verdantas in writing, Client will not provide Verdantas' work product to any third party, and no third party will have the right to rely on the Services or Verdantas' work product. Services are performed solely for the purposes stated in the Proposal. Client's modification of Services, or use of Services for any other purpose, is at Client's sole risk. If a court determines, notwithstanding this Section 14, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Contract. Client agrees that Verdantas shall have no liability for Claims resulting from Client directly or indirectly providing Verdantas work product to a third party absent Verdantas' prior express written consent.
15. **Intellectual Property.** Client acknowledges and agrees that Verdantas shall retain ownership rights in all work product conceived, developed or made by Verdantas and its Affiliates in the performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know-how and all other information prepared, developed, or furnished by or on behalf of Verdantas. Upon its receipt of payment in full for the Services, Verdantas shall grant to Client a non-exclusive, royalty-free license to use such work product only for the project, as specified by the Proposal, for the purposes for which it was prepared by Consultant. Client acknowledges and agrees that Verdantas shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Verdantas prior to its commencing performance of the Services or developed by Verdantas outside the scope of the Services.
16. **Electronic Data.**
- 16.1. Unless the Proposal provides otherwise, electronic data transferred to Verdantas from the Client or to the Client from Verdantas, including their independent contractors or agents, is transmitted solely as a convenience to the recipient and shall not be considered "Record Documents". All documents considered to be "Record Documents" shall be in printed form ("hard copies") and shall be referred to and shall govern in the event of any inconsistency between the hard copy and the electronic data.
- 16.2. In the event the electronic data provided by Consultant to Client for a specific project is altered in any way, in whole or in part, whether intentionally or unintentionally, or the data is used by Client as part of a future project, the Client agrees that Verdantas shall have no liability for any and all losses, costs, damages, expenses (including reasonable attorney's fees and/or costs of defense and/or settlement) or liabilities which the Client may suffer or sustain or be liable for, and from and against any and all claims, demands, and suits for injury or death to any person, including employees of the Client and Verdantas, and for damage to and destruction of property, including property of the Client and Verdantas.
- 16.3. Verdantas makes no warranty as to the compatibility of the electronic data for any operating system, software, or software version other than that stated in a specific project Scope of Work agreed to between Client and Verdantas.
- 16.4. Electronic files are subject to deterioration due to circumstances including, but not limited to, age, magnetic fields, extreme temperatures, erasure, and alteration whether inadvertent or otherwise. In addition, software and hardware systems can become obsolete. By accepting electronic data, Client acknowledges these risks and agrees to waive any and all claims against Verdantas in the event such deterioration or alteration occurs.
17. **Severability.** Each provision of these Terms is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

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**18. Governing Law; Conflict Resolution.**

- 18.1. The Contract is governed by and shall be construed in accordance with the laws of the State in which the Project is located. The State courts have exclusive jurisdiction and venue over all disputes arising out of the Contract and is deemed to be the place of performance for all obligations under the Contract. The Parties waive any objection to the State courts on grounds of inconvenient forum or otherwise.
- 18.2. In an effort to resolve any conflicts that arise under this Contract, during the performance of the Services Client and Verdantas agree that all disputes shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Client and Verdantas further agree to waive their rights to a jury trial of any conflict related hereto. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Verdantas' work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or the date of issuance of Verdantas' final invoice for acts or failures to act occurring after substantial completion of the Services.

- 19. Interpretation.** Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Master Services Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise. If any provision of the terms set forth in this Master Services Agreement is inconsistent with the terms included in the Proposal, the terms in the Proposal shall control.

**20. Miscellaneous.**

- 20.1. *Other Parties.* If Client engages Verdantas to provide Services on behalf of or for the benefit of another party (a "Client Party"), Client represents and warrants to Verdantas, as a material inducement to enter the Contract, that it has the authority to bind the Client Party to the Contract and that Client's signature on, or acceptance of, the Proposal does bind the Client Party. The limitation of liability in Section 9.4 applies jointly, not severally, to Client Indemnitees, any Client Party and any third party as provided in Section 14. If Verdantas in its sole discretion agrees in writing to Client's request that Verdantas seek payment from the Client Party, Client will nevertheless retain primary responsibility for payment for Services.
- 20.2. *Law Firms.* If Client engages a law firm, or if a law firm or other representative signs the Proposal or other documents or otherwise instructs Verdantas to take or refrain from taking any action, Verdantas is entitled to assume that the law firm or other representative has authority to so instruct Verdantas. If the law firm or other representative may or will rely on Services, its rights will be limited to those granted to Client in the Contract.
- 20.3. *Subcontracts.* Verdantas may subcontract all or any part of the Services with the prior written approval of Client, which shall not be unreasonably withheld, but such subcontracting shall not relieve Verdantas of any of its obligations under these Terms and Conditions or its Contract with Client.
- 20.4. *Entire Agreement.* Upon Client's acceptance of the Proposal, the Contract constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written.
- 20.5. *Waiver; Amendment.* A provision of the Contract may be waived, deleted or modified only by a document signed by the Parties stating their intent to modify the Contract.
- 20.6. *Survival.* Sections 5, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19 and 20 and all provisions of the Contract that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Contract.
- 20.7. *Printed Forms.* Client may use its forms and agreements to administer any agreement between Verdantas and Client, but such use is for convenience only, and any provision therein that conflicts with the Contract is void.
- 20.8. *Notices.* Notices hereunder will be provided in writing to the persons identified in the Proposal and delivered by the United States Postal Service or such services as may be agreed by the Parties in writing.
- 20.9. *Relationship of Parties.* The Contract does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in the Contract shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind.
- 21. Term.** The Contract is effective the date it is signed by both Parties and shall continue until (1) the Scope of Services has been completed and all Verdantas' invoices have been paid in full; or (ii) the Contract is terminated by a Party thereto.

- 22. **Additional Terms.** Additional provisions governing Verdantas' performance of Services, if attached to these Terms by Verdantas, are made part of the Contract.
- 23. **Language.** Client hereby confirms and agrees that this Contract and all documents relating hereto be drafted in English.

**IN WITNESS WHEREOF**, the parties hereto have executed this Master Services Agreement upon the date shown below in several counterparts, each of which shall be considered as an original.

CLIENT:

**TOWN OF MILLSBORO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

**VERDANTAS LLC**

By: \_\_\_\_\_

Name: Deirdre Smith

Title: Vice President

Date: 09.28.2022

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ATTACHMENT A  
FOR  
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES  
VERDANTAS LLC

TASK ORDER NO: \_\_\_\_\_  
VERDANTAS PROJECT CODE: \_\_\_\_\_  
CONTRACT NUMBER: \_\_\_\_\_

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Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work (briefly describe services and reference the proposal; for scope changes to existing proposals, a separate proposal may not be required unless requested by Client):

example

NUMBER OF COPIES OF DELIVERABLE: \_\_\_\_\_

ESTIMATED TOTAL COST: \$ \_\_\_\_\_

---

VERDANTAS PROJECT CONTACT: \_\_\_\_\_

CLIENT PROJECT CONTACT: \_\_\_\_\_

---

VERDANTAS AUTHORIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

CLIENT AUTHORIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

(Please return one signed original to Verdantas' Project Contact and retain one signed original for Client's records)

57

Verdantas LLC

HOURLY RATE SCHEDULE

THE TOWN OF MILLSBORO

<b><u>Professional Services</u></b>	<b><u>Hourly Rate</u></b>
Administrative.....	\$ 66.00
Technician .....	\$ 78.00
Sr. Technician .....	\$ 105.00
Staff Engineer/Staff Scientist I .....	\$ 122.00
Staff Engineer/Staff Scientist II .....	\$ 129.00
Staff Engineer/Staff Scientist III .....	\$ 144.00
Project Manager/Scientist/Engineer .....	\$ 160.00 - \$172.00
Senior Project Manager/Senior Scientist/Senior Engineer .....	\$ 174.00 - \$200.00
Senior Consultant .....	\$ 213.00 to \$242.00

Night work and weekend work may result in higher rates due to shift differential.

**Reimbursables and Direct Expenses**

Mileage .....	Allowable IRS rate
Mailings .....	Cost plus 15%
Subconsultants .....	Cost plus 15%
Black & White Bond Prints .....	\$ .50/SF
Color Bond Prints .....	\$2.00/SF
Color Photo Prints .....	\$5.00/SF
Mylar Prints .....	\$2.50/SF

NOTES:

1. Billing rates are reviewed no less than annually and may be adjusted at those times.
2. Please refer to General Contract Conditions.



Town Council  
Town of Millsboro

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

**APPLICATION FOR ANNEXATION**

1. Name of applicant: MILLSBORO TOWNE CENTER LLC

Mailing address: PO BOX 212, LEWES, DE 19958

Delivery address, if different: 33712 WESCOATS ROAD, SUITE B, LEWES, DE 19958

Email address: PRESLAX@GMAIL.COM

Phone Number: (302) 644-1400 Fax Number: N/A

Name of contact person/title: PRESTON L. DYER / MEMBER

2. Name(s), addresses of owners of property (if different from applicant):  
SAME AND DMR WETLAND BANKING LLC  
PO BOX 212  
LEWES, DE 19958

3. Copy of Deed

4. Written consent of owner(s) (to be attached).

5. Tax Map and parcel number(s) and location address of each parcel:  
233-5.00-122.00  
233-5.00-P/O 123.00

6. Written legal description of metes and bounds of property to be annexed and total property to be zoned pursuant to this application (to be attached).

7. Five (5) copies of a recent survey of the property, including identification of that part to be annexed, as well as the entire parcel or part to be included in project/zoning request (to be attached).

8. Statement of reason(s) for annexation and grounds and support thereof.

9. Zoning requested for annexed property and reasons therefor mixed zoning will require separate metes and bounds descriptions of each parcel for the requested zoning district.

10. General description of project, including proposed name of project.

MR/RPC RESIDENTIAL DEVELOPMENT TO OPERATE IN HARMONY WITH THE LANDUSE CODES AND THE COMPREHENSIVE PLAN.

11. Payment of application fee \$ \_\_\_\_\_

12. A. If any applicant is a partnership, the names and addresses of the individuals composing the partnership including all limited partners. (to be attached).

B. If any applicant is a corporation, the name and address of each stockholder owning more than ten percent (10%) of the stock of the corporation, the name and address of each officer, and the name and address of each member of the board of directors or other governing body. (to be attached).

C. If any applicant is a limited liability company, the names and address of the individuals composing the company. (to be attached).

  
\_\_\_\_\_  
Applicant's signature (by authorized person)

8 130 22  
Date

**FOR TOWN USE ONLY:**

Received by Town Clerk/Building Official: \_\_\_\_\_ (date/time)

Fee received by Town: \_\_\_\_\_ (date/time)

13675

03113 2334

Tax Parcel No. 2-33 5.00-123.00 P/O

Prepared by: William E. Wright, Esq.,  
1632 Savannah Road, Lewes, DE 19958

Return to: DMR Wetland Banking, L.L.C.,  
P.O. Box 212, Lewes, DE 19958

THIS DEED is made this 17 day of March, 2005 BETWEEN

GLADYS A. SWANN, TRUSTEE Under a Revocable Trust Agreement dated January 7, 1999 with Gladys A. Swann, Settlor, as amended, or her successors in Trust, of Magnolia Shores, Selbyville, DE 19975 herein referred to as Grantor

AND

DMR WETLAND BANKING, L.L.C., a Limited Liability Company of the State of Delaware, of P.O. Box 212, Lewes, DE 19958, hereinafter referred to as Grantee.

WITNESS that the said grantor for and in consideration of the sum of TWO HUNDRED FORTY TWO THOUSAND FOUR HUNDRED AND 00/100 (\$242,400.00) Dollars lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant bargain, sell and convey unto the said Grantee, its heirs, successors, and assigns forever:

TRACT 1

ALL THAT CERTAIN PIECE, parcel and tract of land lying on the north side of Sussex County Road No. 407 (a.k.a. Molly Field Road), said road having a width of 50 feet, and said tract being situate in the Dagsboro Hundred of Sussex County, Delaware and being more particularly described as follows:

BEGINNING at an iron pipe set on the northerly right-of-way of Sussex County Road No. 407 at a common corner for this tract and the lands now or formerly of the Glatfelter Pulp Wood Company; thence from the Point of Beginning, leaving said right-of-way and running by and with the boundary of the Glatfelter Pulp Wood Company the following eight (8) courses and distances: 1) North 65 degrees, 27 minutes, 24 seconds West, 941.95 feet to a found concrete monument; 2) thence, North 36 degrees, 47 minutes, 28 seconds West, 494.68 feet to a found concrete monument; 3) thence, North 47 degrees, 59 minutes, 04 seconds East, 991.13 feet to an iron pipe set; 4) thence, North 11 degrees, 18 minutes, 27 seconds West, 1,032.77 feet to an iron pipe set; 5) thence, North 87 degrees, 00 minutes, 37 seconds West, 715.89 feet to a found concrete monument; 6) thence South 18 degrees, 57 minutes, 39 seconds West, 321.05 feet to a found concrete monument; 7) thence, North 25 degrees, 35 minutes, 05 seconds West, 734.87 feet to an iron pipe set; 8) thence, South 64 degrees, 50 minutes, 36 seconds West, 1,095.60 feet to a found concrete monument marking a common corner for this tract and the lands now or

Consideration: 9242400.00 Exempt Code: A

County	State	Total
3636.00	3636.00	7272.00
counter	Date: 03/15/2005	

*Handwritten initials*

*Handwritten initials*

formerly of James A. and Una Lee Burton; thence leaving the lands of the Glatfelter Pulp Wood Company and running by and with the line of James and Una Burton, North 16 degrees, 09 minutes, 31 seconds West, 3,305.18 feet to a found concrete monument; thence continuing by and with the Burton line and by and with the line of the lands now or formerly of Kenneth and Ronald Burdman, South 77 degrees, 52 minutes, 48 seconds East, passing a tree marked with surveyor's flagging at 604.46 feet and passing a found concrete monument at 1,864.08 feet, 1,888.83 feet to a point, said point being a common corner for this tract, the lands of Kenneth and Ronald Burdman and the lands now or formerly of Millsboro Towne Village, L.L.C.; thence by and with the line of the Millsboro Towne Village, South 01 degrees, 11 minutes, 41 seconds West, 249.92 feet to a found concrete monument; thence by and with new lines of division the following eight (8) courses and distances: 1) South 48 degrees, 27 minutes, 40 seconds West, 566.35 feet to an iron pipe set; 2) thence South 33 degrees, 56 minutes, 49 seconds East, 924.86 feet to an iron pipe set; 3) thence South 53 degrees, 26 minutes, 29 seconds East, 622.25 feet to an iron pipe set; 4) thence South 78 degrees, 16 minutes, 10 seconds East, 771.74 feet to an iron pipe set; 5) thence North 43 degrees, 39 minutes, 09 seconds East, 402.90 feet to an iron pipe set; 6) thence North 84 degrees, 21 minutes, 20 seconds East, 241.09 feet to an iron pipe set; 7) thence North 42 degrees, 12 minutes, 45 seconds East, 542.62 feet to an iron pipe set; 8) thence South 89 degrees, 35 minutes, 19 seconds East, 399.14 feet to an iron pipe set on the line of the lands of the Glatfelter Pulp Wood Company; thence South 10 degrees, 22 minutes, 08 seconds East, 481.06 feet to a found concrete monument marking the dividing line between two Glatfelter Pulp Wood Co. tracts; thence by and with said Glatfelter boundary, the following two (2) courses and distances: 1) South 17 degrees 13 minutes, 38 seconds East, 1,831.28 feet to a found concrete monument; 2) thence South 28 degrees, 40 minutes, 58 seconds West, 754.61 feet to an iron pipe set on the northerly right-of-way of Sussex County Road No. 407; thence by and with the northerly right-of-way of Sussex County Road No. 407, the following seven (7) courses: 1) South 42 degrees, 24 minutes, 19 seconds West, 9.66 feet to an iron pipe set marking the Point of Curvature (P.C.) of a curve to the left; 2) thence by and with said curve, having a central angle of 22 degrees, 58 minutes, 32 seconds, a radius of 487.69 feet and an arc length of 195.56 feet to an iron pipe set at the Point of Tangency (P.T.) of this curve; 3) thence South 18 degrees, 40 minutes, 47 seconds West, 56.32 feet to an iron pipe set at a common corner for this tract and the lands of the Glatfelter Pulp Wood Company; 4) thence by and with the Glatfelter line, South 28 degrees, 40 minutes, 58 seconds West, 286.97 feet to an iron pipe set on the northerly right-of-way of Sussex County Road 407; 5) thence by and with said right-of-way, South 49 degrees, 34 minutes, 10 seconds West, 616.42 feet to an iron pipe set at the Point of Curvature (P.C.) for a curve to the right; 6) thence by and with said curve to the right, having a central angle of 08 degrees, 24 minutes, 03 seconds, a radius of 2,056.46 feet and an arc length of 301.51 feet to an iron pipe set at the Point of Compound Curvature (P.C.C.) of a curve to the right; 7) thence by and with said curve to the right, having a central angle of 11 degrees, 04 minutes, 53 seconds, a radius of 496.39 feet and an arc length of 96.01 feet to an iron pipe set, said pipe being the Point of Tangency (P.T.) for this curve and the Point of Beginning for this description. This tract (Tract 1) contains 249.95 acres of land, more or less, as shown on a plat prepared by Design

Consultants Group, L.L.C., titled "BOUNDARY SURVEY PLAT - REMAINING LANDS OF JAMES E. AND GLADYS M. SWANN", dated February 14, 2005.

TRACT 2

ALL THAT CERTAIN PIECE, parcel and tract of land lying on the south side of Sussex County Road No.407 (a.k.a. Molly Field Road), said road having a width of 50 feet, and said tract being situate in the Dagsboro Hundred of Sussex County, Delaware and being more particularly described as follows:

BEGINNING at an iron pipe set on the southerly right-of-way of Sussex County Road No. 407 at a common corner for this tract and the lands now or formerly of Glatfelter Pulp Wood Co.; thence from the Point of Beginning, by and with said right-of-way, North 49 degrees, 34 minutes, 10 seconds East, 435.46 feet to an iron pipe set at a common corner for this tract and the land of the Glatfelter Pulp Wood Co.; thence leaving the right-of-way of Sussex County Road 407 and running by and with the Glatfelter line, South 28 degrees, 40 minutes, 58 seconds West, 180.00 feet to a found concrete monument; thence continuing by and with the Glatfelter line, South 63 degrees, 04 minutes, 13 seconds West, 274.89 feet to an iron pipe set on the southerly right-of-way of said road, said iron pipe being the Point of Beginning for this description. This tract (Tract 2) contains 13,973 square feet or 0.32 acres of land, more or less, as shown on a plat prepared by Design Consultants Group, L.L.C., titled "BOUNDARY SURVEY PLAT - LANDS OF JAMES E. AND GLADYS M. SWANN", dated February 14, 2005.

The above-described tracts are served by two (2) outlets roads mentioned in the original deed of record and said roads are to be conveyed with said tracts. Both outlet roads are more particularly described as follows:

Outlet Road Number One:

BEGINNING at a point on the centerline of an outlet road (as mentioned in Deed Book 1296, Page 148), said point lying North 16 degrees, 03 minutes, 18 seconds West, 22.60 feet from the end of the ninth (9th) line of the previous description; thence from said Point of Beginning, by and with said centerline, North 62 degrees, 53 minutes, 41 seconds East, 40.54 feet to a point; thence North 80 degrees, 38 minutes, 41 seconds East, 383.76 feet to a point; thence North 57 degrees, 46 minutes, 41 seconds East, 275.40 feet to a point; thence, North 00 degrees, 56 minutes, 41 seconds East, 267.81 feet to a point; thence, North 01 degrees, 25 minutes, 19 seconds West, 315.60 feet to a point; thence, North 01 degrees, 30 minutes, 41 seconds East, 573.05 feet to a point; thence, North 02 degrees, 21 seconds, 19 seconds West, 221.40 feet to a point; thence, North 34 degrees, 30 minutes, 41 seconds East, 66.09 feet to a point; thence, North 70 degrees, 25 minutes, 41 seconds East, 201.00 feet to a point; thence, North 36 degrees, 53 minutes, 38 seconds East, 53.40 feet to a point; thence, North 17 degrees, 43 minutes, 25 seconds East, 43.22 feet to a point; thence, North 13 degrees, 59 minutes, 27

seconds East, 46.77 feet to a point; thence, North 57 degrees, 36 minutes, 00 seconds East, 46.93 feet to a point; thence, South 64 degrees, 30 minutes, 02 seconds East, 48.35 feet to a point; South 42 degrees, 04 minutes, 39 seconds East, 41.03 feet to a point; South 49 degrees, 21 minutes, 32 seconds East, 54.22 feet to a point; thence, South 72 degrees, 48 minutes, 16 seconds East, 53.67 feet to a point; thence, South 86 degrees, 35 minutes, 44 seconds East, 60.29 feet to a point; thence, North 71 degrees, 07 minutes, 33 seconds East, 45.70 feet to a point; thence, North 52 degrees, 01 minutes, 02 seconds East, 41.90 feet to a point; thence, North 35 degrees, 28 minutes, 08 seconds East, 44.12 feet to a point; thence, North 13 degrees, 48 minutes, 41 seconds East, 67.20 feet to a point; thence, North 15 degrees, 36 minutes, 19 seconds West, 195.15 feet to a point; thence, North 01 degrees, 53 minutes, 19 seconds West, 76.81 feet to a point; thence, North 22 degrees, 12 minutes, 41 seconds East, 58.50 feet to a point; thence, North 43 degrees, 22 minutes, 41 seconds East, 590.40 feet to a point lying on the southerly right-of-way of Sussex County Road No. 337 for a total of 64,620 square feet or 1.48 acres, more or less.

Outlet Road Number Two:

BEGINNING at a point on the centerline of a 16.5 foot wide road (as shown on a plat recorded in Deed Book 741, Page 222-A through 222-D), said point lying North 77 degrees, 52 minutes, 48 seconds West, 8.40 feet from the end of the tenth (10th) line of Tract 1, as described previously; thence from the Point of Beginning, North 01 degrees, 23 minutes, 45 seconds East, 242.72 feet to a point; thence, North 43 degrees, 17 minutes, 02 seconds East, 2,030.67 feet to a point on the southerly right-of-way of Sussex County Road No. 337. Area = 37, 204 square feet, or 0.85 acres more or less.

The total remaining area for Parcel 123 (Tract 1, Tract 2, Outlet road 1 & Outlet road 2) is 252.60 acres of land, more or less, as shown on a plat prepared by Design Consultants Group, L.L.C., titled "BOUNDARY SURVEY PLAT - REMAINING LANDS OF JAMES E. AND GLADYS M. SWANN", dated February 14, 2005

BEING part of the same property conveyed unto the Grantor herein by Deed recorded March 15, 1999 in the Office of the Recorder of Deeds at Georgetown, Sussex County, Delaware in Deed Book 2369 at Page 176.

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record.

WITNESS my Hand and Seal the day and year aforesaid.

64



Signed, Sealed and Delivered

in the Presence of:

[Signature]  
Witness

Gladys A. Swann  
Gladys A. Swann, Trustee

STATE OF DELAWARE

COUNTY OF SUSSEX

BE IT REMEMBERED that on this 15 day of Mar, 2005, Personally appeared before me Gladys A. Swann, Trustee, party to this indenture, known to me personally to be such, and she acknowledged this Indenture to be her act and deed.

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

[Signature]  
Notary Public

My commission expires \_\_\_\_\_  
2005-009A Deed

WILLIAM E. WHIGHI  
DELAWARE ATTORNEY AT LAW  
NOTARIAL OFFICER 29 DEL.C. 4323

RECORDER OF DEEDS  
JOHN F. BRADY

05 MAR 15 PM 3:41

SUSSEX COUNTY  
DOC. SURCHARGE PAID

**Received**  
MAR 16 2005  
ASSESSMENT DIVISION  
OF SUSSEX CTY

65

BK03598 000028295  
FG00213

RETURN TO:  
Millsboro Towne Village, L.L.C.  
P. O. Box 212  
Lewes, DE 19958

Tax No.: 2-33 5.00 122.00  
PREPARED BY:  
Tunnell & Raysor, P.A.  
770 Kings Highway  
Lewes, DE  
File No. DO1159/KJM

THIS DEED, made this 10 day of July, 2008,

- BETWEEN -

MILLSBORO TOWNE CENTER, L.L.C., a Delaware limited liability company, of P. O. Box 212, Lewes, DE 19958, party of the first part,

- AND -

MILLSBORO TOWNE VILLAGE, L.L.C., a Delaware limited liability company, of P. O. Box 212, Lewes, DE 19958 party of the second part.

WITNESSETH: That the said party 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 grants and conveys unto the party of the second part, and its heirs and assigns, in fee simple, the following described lands, situate, lying and being in Sussex County, State of Delaware:

**All that certain piece, parcel and tract of land lying and being situate in the Dagsboro Hundred of Sussex County, Delaware and being more particularly described as follows:**

**Beginning**, for the purpose of this description, at a found iron pipe lying on the southerly right-of-way of Sussex County Road No. 337, (a.k.a. Handy Road), said road having a varying width, said iron pipe marking a common corner for this tract and the lands now or formerly of Henry E. and Ollie M. Houston; thence by and the line of the lands of Henry E. Houston; thence by and line of the lands of Henry E. Houston the following four (4) courses and distances: **1) South 53 degrees, 53 minutes, 39 seconds West, 587.73 feet** to a found concrete monument; **2) thence, South 50 degrees, 26 minutes, 39 seconds West, 338.60 feet** to a found iron pipe; **3) thence, South 15 degrees, 04 minutes, 05 seconds**

TUNNELL  
& RAYSOR, P.A.  
Georgetown, Delaware

*rw*

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East, 1,253.33 feet to a found iron pipe; 4) thence, North 73 degrees, 58 minutes, 35 seconds East, 992.58 feet to a found concrete monument marking a common corner for this tract, the lands of Henry E. Houston and the lands now or formerly of the Glatfelter Pulp Wood Company; thence by and with the Glatfelter Pulp Wood Company line, South 10 degrees, 22 minutes, 08 seconds East, 950.77 feet to a found iron pipe, said iron pipe marking a common corner for this tract and the lands now or formerly of D.M.R. Wetlands Banking, L.L.C.; thence by and with the line of the lands of D.M.R. Wetlands Banking, L.L.C., the following eight (8) courses and distances: 1) North 89 degrees, 35 minutes, 19 seconds West, 399.14 feet to a found iron pipe; 2) thence, South 42 degrees, 12 minutes, 45 seconds West, 542.62 feet to a found iron pipe; 3) thence, South 84 degrees, 21 minutes, 20 seconds West, 241.09 feet to a found iron pipe; 4) thence, South 43 degrees, 39 minutes, 09 seconds West, 402.90 feet to a found iron pipe; 5) thence, North 78 degrees, 16 minutes, 10 seconds West, 771.74 feet to a found iron pipe; 6) thence, North 53 degrees, 26 minutes, 29 seconds West, 622.25 feet to a found iron pipe; 7) thence, North 33 degrees, 56 minutes, 49 seconds West, 924.86 feet to a found iron pipe; 8) thence, North 48 degrees, 27 minutes, 40 seconds East, 566.35 feet to a found concrete monument; thence, North 01 degree, 11 minutes, 40 seconds East, 260.10 feet to a found iron pipe lying on the easterly side of an outlet road serving the lands of D. M. R. Wetlands Banking, L.L.C.; thence by and with the easterly side of said outlet road, North 43 degrees, 16 minutes, 52 seconds East, 2,031.33 feet to a found iron pipe lying on the southerly right-of-way of Handy Road; thence by and with said right-of-way, South 47 degrees, 53 minutes, 55 seconds East, 609.43 feet to a found iron pipe; thence continuing with said right-of-way, by and with a curve to the left having a central angle of 01 degree, 44 minutes, 46 seconds, a radius of 2,630.19 feet, an arc length of 80.15 feet and chord data of North 48 degrees, 46 minutes, 24 seconds West, 80.15 feet to a found iron pipe marking the Point of Beginning for this description.

This tract contains 120.77 acres of land, more or less.

BEING the same property conveyed to Millsboro Towne Center, L.L.C., a Delaware limited liability company from Millsboro Towne Center, L.L.C., a Delaware limited liability company, by Deed dated December 11, 2006, and recorded on March 28, 2007, in Book 3430, Page 281.

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

Consideration:	\$0.00	Exempt Code: A
County	State	Total
0.00	0.00	0.00
counter2	Date: 07/18/2008	

MUNNELL  
RAYSOR, P.A.  
Georgetown, Delaware

BK03598 000028295  
PG00215

IN WITNESS WHEREOF, the said Millsboro Towne Center, L.L.C., a Delaware limited liability company, has caused its name to be hereunto set under seal by Preston Lynch Dyer, an authorized member of Millsboro Towne Center, L.L.C., the day and year first above written.

**MILLSBORO TOWNE CENTER, L.L.C.**

*Claire M. Muddoff*  
\_\_\_\_\_  
Witness

By: *[Signature]* (SEAL)  
\_\_\_\_\_  
Preston Lynch Dyer - Member

RECORDER OF DEEDS  
JOHN F. BRADY  
07/18/2008 01:58P  
SUSSEX COUNTY  
DOC. SURCHARGE PAID

STATE OF DELAWARE :  
: SS  
COUNTY OF SUSSEX :

**BE IT REMEMBERED**, that on this 10 day of July, 2008, personally appeared before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Preston Lynch Dyer, Member of Millsboro Towne Center, L.L.C., a Delaware limited liability company, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said limited liability company; that the signature of the Member is in his/her own proper handwriting and by his/her authority to act; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by a resolution of the limited liability company.

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

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**RECEIVED**  
JUL 18 2008  
**ASSESSMENT DIVISION**  
**OF SUSSEX COUNTY**

DENISE S. HOLLEGER  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Aug. 24, 2008

**TUNNELL**  
**RAYSON, P.A.**  
Georgetown, Delaware

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## METES AND BOUNDS DESCRIPTION

### LANDS NOW OR FORMERLY OF MILLSBORO TOWNE VILLAGE, LLC AND LANDS NOW OR FORMERLY OF DMR WETLAND BANKING, LLC TOWN OF MILLSBORO AND DAGSBORO HUNDRED SUSSEX COUNTY, DELAWARE

#### TAX MAP 233-5.00-122.00 AND 233-5.00-123.00

For the purposes of annexation of certain lands into the Town of Millsboro, **All that certain piece**, tract and parcel lying in the Dagsboro Hundred, Sussex County, Delaware with access to Handy Road through lands of said owners and part of the Town of Millsboro and being more particularly described as follows:

**BEGINNING** at a concrete monument found, said concrete monument found being 2,172.10 feet southerly from the westerly right-of-way of Handy Road and being a corner for this Parcel and Other Lands now or formerly of said owners; thence by and with this Parcel for annexation the following courses and distances:

1. North 70 degrees, 05 minutes, 12 seconds East, 992.60 feet to a point
2. South 14 degrees, 53 minutes, 37 seconds East, 898.25 feet to a point
3. South 63 degrees, 30 minutes, 32 seconds West, 74.55 feet to a point
4. South 63 degrees, 30 minutes, 32 seconds West, 84.51 feet to a point,
5. South 38 degrees, 04 minutes, 07 seconds West, 113.02 feet to a point,
6. South 53 degrees, 11 seconds, 40 seconds West, 52.59 feet to a point,

7. **South 46 degrees, 07 minutes, 11 seconds West, 92.46 feet to a point,**
8. **South 66 degrees, 52 minutes, 41 seconds West, 22.21 feet to a point,**
9. **South 06 degrees, 58 minutes, 32 seconds West, 113.94 feet to a point,**
10. **South 44 degrees, 05 minutes 09, seconds East, 31.47 feet to a point,**
11. **South 56 degrees, 00 minutes, 33 seconds East, 92.13 feet to a point,**
12. **South 02 degrees, 16 minutes, 40 seconds West, 64.80 feet to a point,**
13. **South 35 degrees, 26 minutes, 06 seconds West, 70.53 feet to a point,**
14. **South 48 degrees, 43 minutes, 39 seconds West, 51.94 feet to a point,**
15. **South 54 degrees, 24 minutes, 06 seconds West, 65.33 feet to a point,**
16. **South 21 degrees, 15 minutes, 22 seconds West, 75.13 feet to a point,**
17. **South 31 degrees, 30 minutes, 10 seconds West, 66.28 feet to a point,**
18. **South 02 degrees, 54 minutes, 41 seconds West, 24.02 feet to a point,**
19. **South 42 degrees, 48 minutes, 55 seconds West, 86.27 feet to a point,**
20. **North 83 degrees, 23 minutes, 31 seconds West, 55.32 feet to a point,**
21. **North 62 degrees, 04 minutes, 12 seconds West, 75.94 feet to a point,**
22. **North 28 degrees, 24 minutes, 51 seconds West, 55.02 feet to a point,**
23. **North 48 degrees, 37 minutes, 11 seconds West, 158.72 feet to a point,**
24. **South 64 degrees, 45 minutes, 44 seconds West, 57.70 feet to a point,**
25. **South 71 degrees, 04 minutes, 37 seconds West, 66.21 feet to a point,**
26. **South 74 degrees, 50 minutes, 11 seconds West, 47.87 feet to a point,**

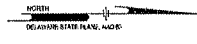
27. South 71 degrees, 02 minutes, 01 seconds West, 44.23 feet to a point,
28. South 36 degrees, 33 minutes, 11 seconds West, 58.59 feet to a point,
29. South 24 degrees, 04 minutes, 58 seconds West, 81.88 feet to a point,
30. South 42 degrees, 52 minutes, 03 seconds West, 57.91 feet to a point,
31. South 08 degrees 39 minutes, 56 seconds East, 43.28 feet to a point,
32. South 22 degrees, 37 minutes, 00 seconds East, 78.92 feet to a point,
33. South 22 degrees, 37 minutes, 00 seconds East, 39.43 feet to a point,
34. South 69 degrees, 02 minutes, 10 seconds West, 956.36 feet to a point,
35. With a curve to the right, said curve having a radius of 6526.66 feet, an arc length of 855.17 and a delta of 007 degrees, 30 minutes, 26 seconds and a chord of 854.56 feet to a point,
36. With a curve to the right, said curve having a radius of 6526.66 feet, an arc length of 238.81 and a delta of 002 degrees, 05 minutes, 47 seconds, and chord of 238.80 feet to a point,
37. North 25 degrees, 20 minutes, 15 seconds West, 291.69 feet to a point,
38. North 37 degrees, 12 minutes, 34 seconds West, 73.50 feet to a point,
39. North 28 degrees, 53 minutes, 50 seconds West, 47.15 feet to a point,
40. North 34 degrees, 55 minutes, 48 seconds West, 59.63 feet to a point,
41. North 68 degrees, 09 minutes, 28 seconds West, 54.01 feet to a point,
42. North 30 degrees, 52 minutes, 51 seconds West, 81.16 feet to a point,
43. North 43 degrees, 12 minutes, 33 seconds West, 156.65 feet to a point,
44. North 09 degrees, 16 minutes, 34 seconds West, 282.18 feet to a point,
45. North 07 degrees, 16 minutes, 23 seconds East, 126.84 feet to a point,

46. North 09 degrees, 06 minutes, 33 seconds East, 318.38 feet to a point,
47. South 02 degrees, 41 minutes, 54 seconds East, 249.92 feet to a concrete monument found,
48. North 44 degrees, 34 minutes, 05 seconds East, 444.30 feet to a point,
49. South 15 degrees, 36 minutes, 06 seconds East, 1245.81 feet to a point,
50. North 68 degrees, 18 minutes, 40 seconds East, 1052.70 feet to a point,
51. North 18 degrees, 57 minutes, 40 seconds West, 319.76 feet to a concrete monument found,

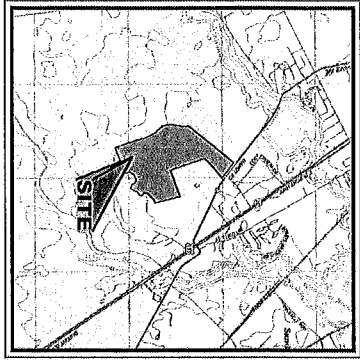
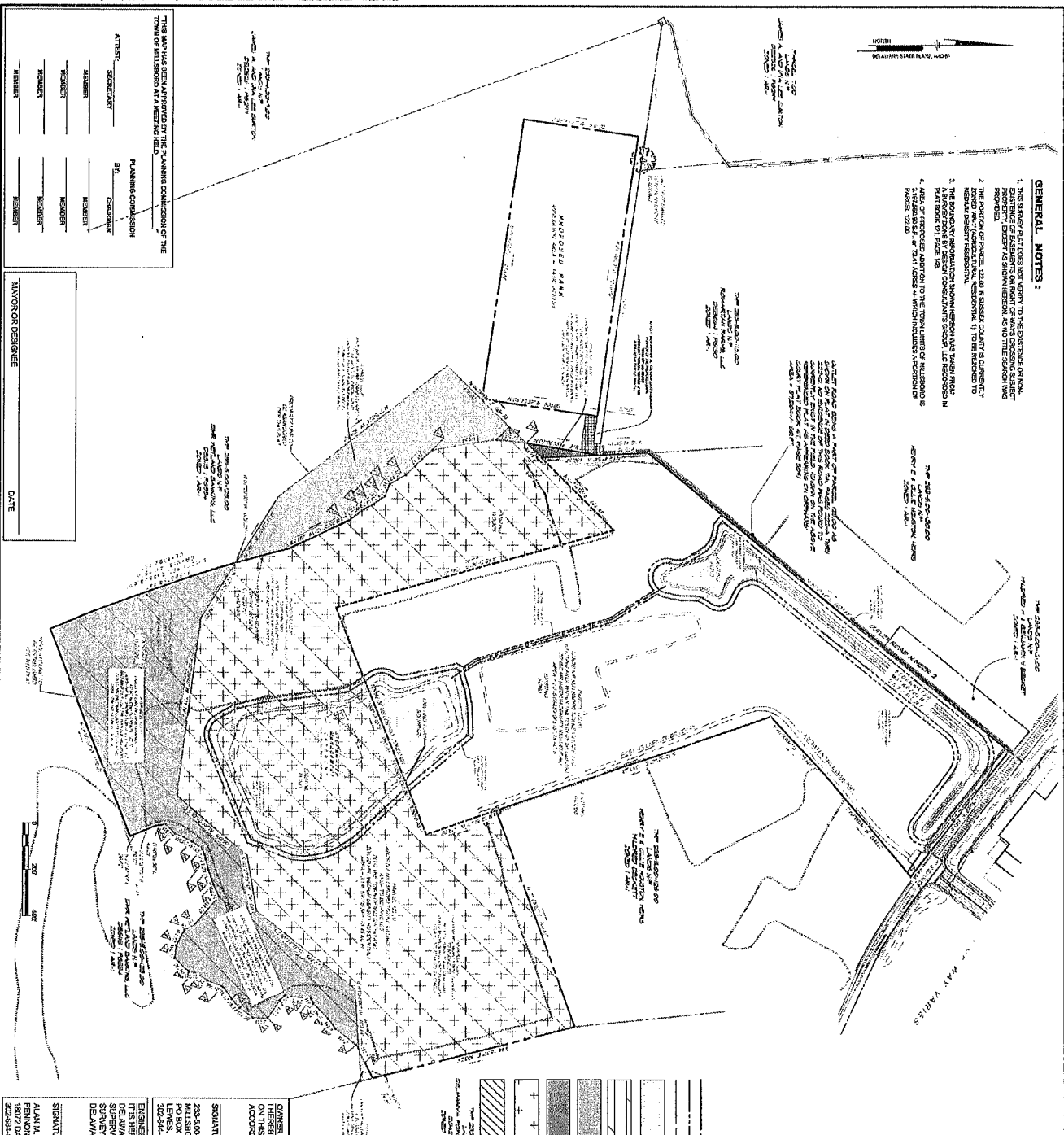
said concrete monument found being the **Point of Beginning** for this description.

**The Land for Annexation contains 3,199,590.05 square feet or 73.45 acres, more or less.**





- GENERAL NOTES:**
1. THIS SHARED PLAT DOES NOT REFER TO THE DISTRICT OR NON-DISTRICT OF SUSSEX COUNTY OR ANY OF THE CROSSING STREET PROPOSED. THESE ARE SUBJECTS OF SEPARATE PLATS AND RECORDS.
  2. THE PORTION OF PARCEL 122.00 IN SUSSEX COUNTY IS CURRENTLY ZONED RS-100. THE PORTION OF PARCEL 122.00 IN DELAWARE IS CURRENTLY ZONED RS-100.
  3. THE BOUNDARY RESOLUTION SHOWING THIS MAP WAS TYPED FROM A PLAN BOOK OF 1982 BY THE DELAWARE STATE PLANNING COMMISSION. THE BOUNDARY RESOLUTION SHOWING THIS MAP WAS TYPED FROM A PLAN BOOK OF 1982 BY THE DELAWARE STATE PLANNING COMMISSION.
  4. A REVIEW OF THE 1982 RECORDS WHICH INCLUDES A RECORD OF PARCEL 122.00



- LEGEND:**
- DENOTES SUBJECT PROPERTY LINE
  - DENOTES SUBJECT EASEMENT LINE
  - DENOTES EASEMENT OF EASEMENT
  - DENOTES EASEMENT IN FAVOR OF PARCELS 122.00, 122.00 AND PENINSULA CROSSING SHOPPING CENTER
  - DENOTES 40-FOOT PERPETUAL CROSS ACCESS EASEMENT
  - DENOTES PORTION OF PARCEL 122.00 TO BE ADDED TO PARCEL 122.00 AS PART OF PARCEL 122.00
  - DENOTES PORTION OF PARCEL 122.00 TO BE ADDED TO PARCEL 122.00 AS PART OF PARCEL 122.00
  - DENOTES AREA TO BE ANNEXED INTO TOWN OF MILLSBORO 172.45 ACRES

**OWNER CERTIFICATION:** I, THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS MAP, HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

SIGNATURE	DATE	SIGNATURE	DATE
233-500-122-00 MILLSBORO TOWNE VILLAGE, LLC PO BOX 712 WAYNE 19383 302-664-1400		233-500-122-00 DWS WETLANDS BANKING, LLC 130 BOX 712 WAYNE 19383 302-664-1400	

**FINANCER CERTIFICATION:** I, A PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE, HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

SIGNATURE	DATE
ALAN DESORIO, PE (DE PE #17771) PENNONI ASSOCIATES, INC. 1872 DAVIDSON DRIVE, MILTON, DE 19568 302-684-8930	

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

**Pennoni**

PENNONI ASSOCIATES INC.  
18072 Davidson Drive  
Milton, DE 19568  
T. 302-684-8930 F. 302-684-8054

**MILLSBORO TOWNE VILLAGE**  
SUSSEX COUNTY TRM 233-500-122-00  
HANDY ROAD  
DAGSBORO HUNDRED, SUSSEX COUNTY, DELAWARE

**ANNEXATION PLAN**

MILLSBORO TOWNE VILLAGE, LLC  
P. O. BOX 212  
LEWES, DE 19558

NO.	DATE	DESCRIPTION
1	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
2	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
3	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
4	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
5	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
6	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
7	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
8	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
9	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.
10	11/18/01	AS SHOWN ON THIS MAP, THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD DELAWARE PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DATE: 11/18/01  
PROJECT: MTL1801  
DRAWN BY: [blank]  
CHECKED BY: [blank]  
SCALE: 1" = 200'

**A-1**

SHEET 1 OF 1



Town Council  
Town of Millsboro

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

**SUBDIVISION APPLICATION**

**FEE:** Minor \$ 500.00  
Major \$1,000.00

Name, address, & telephone number and e-mail address of applicant:

MILLSBORO TOWNE VILLAGE LLC	PRESTON L. DYER
PO BOX 212	JOE REED
LEWES, DE 19958	GARY MCCREA
(302) 644-1400	

Tax map & Parcel number(s) of property to be developed:

233-5.002-122.00

Name, address & telephone number and e-mail address of owner, if different than applicant:

PRESTON L. DYER - PRESLAX@GMAIL.COM
JOE REED - JOE@REEDVENTURES.NET
GARY MCCREA - CAPECONTRACTORS @AOL.COM

Other contacts- (ex. Engineers): name, address, telephone number

PENNONI - MARK H. DAVIDSON - MDAVIDSON@PENNONI.COM
18072 DAVIDSON DRIVE
MILTON, DE 19960 (302) 684-6207

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

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Town Council  
**Town of Millsboro**  
 322 Wilson Highway  
 Millsboro, Delaware 19966  
 (302) 934-8171  
 (302) 934-7682 (Fax)  
[town@millsboro.org](mailto: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*

**ZONING CHANGE APPLICATION**

**FEE:** \$600.00

Name of Applicant: MILLSBORO TOWNE VILLAGE LLC

Mailing address: PO BOX 212, LEWES, DE 19958

Email address: PRESLAX@GMAIL.COM / JOE@REEDVENTURES.NET

Phone Number: (302) 644-1400 Fax Number: N/A

Tax Map & Parcel number: 235-5.00-122.00

Owner #                      Account #                      Acres: 131.23

Location: WEST SIDE OF HANDY ROAD, BEHIND PENINSULA CROSSING

Current Zoning: MR Zoning requested: MR/RPC

Reason: TO PROVIDE A LARGE SCALE DEVELOPMENT WHICH PROVIDES FOR A TOTAL ENVIRONMENT AND DESIGN WHICH IS SUPERIOR TO THAT WHICH WOULD BE ALLOWED UNDER THE UNDERLYING DISTRICT BY PRESERVING DESIRABLE OPEN SPACES, RECREATION AND PARK AREAS BY PERMITTING SMALLER LOT SIZES AND WITHOUT INCREASING THE DENSITY.

\_\_\_\_\_  
 Signature of Applicant \_\_\_\_\_  
 / /  
 Date

**FOR TOWN USE ONLY:**

Date Submitted: \_\_\_\_\_ Check #: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_ Decision: \_\_\_\_\_

September 29, 2022, 2022

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

**RE: Somerton Chase  
Revised Preliminary Plan Review  
Tax Parcels: 133-20.00-40.00, 41.00, 41.01, and 41.02**

Dear Mr. Burke:

We have received and reviewed the revised Preliminary Plan for Somerton Chase. The plan is dated July 2022 and prepared by DBF, Inc. The site is located off Radish Road. The property is currently zoned MR – Medium Density Residential. The proposed development consists of 214 single-family dwellings. The overall density is 3.19 units per acre with an average lot area of 8,340 sf. In view of the above, we offer the following comments:

**General Comments**

Preliminary plans were previously submitted for Somerton Chase in 2005. In the previous iteration, the plans proposed 223 single-family units and a density of 3.27 units per acre. A review letter was provided to the applicant regarding the plan dated March 2022 with several planning/technical issues identified and to be addressed by the developer.

**Procedural/Administrative**

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

- Condominium/Homeowners Association Documents - Town Solicitor

Prior to recordation, the following Town agreements were executed:

- a. A Public Works Agreement (PWA) should be executed with the Town that guarantees that any roads, storm drains, pathways and the water and sewer facilities will be constructed in accordance with the approved plans. The Town Engineer should review the quantities and unit costs in the PWA. The PWA should also require as-built plans to be prepared by the developer for all public improvements.
- b. A Landscape Agreement should be executed with the Town that guarantees that required landscaping and street trees are installed and maintained in accordance with the approved plans.
- c. A Stormwater Management Agreement should be executed between the developer and the Town that guarantees that any stormwater management facility will be constructed in accordance with the approved plans. The agreement should grant perpetual access to the stormwater management facilities to Town personnel for inspections.

### **Planning/Technical Issues**

1. The Data Column should note the minimum off-street parking requirement is two spaces per dwelling unit. In the July 15<sup>th</sup> letter responding to our first review of the preliminary site plan the applicant stated that the data column had been updated to reflect the parking requirements. However, the parking requirements have not been included as part of the latest plan revision.
2. Five parking areas have been added to the revised plan throughout the project site providing 40 additional spaces. Three of the parking areas are located directly off Road G with two providing seven (7) spaces and a larger area providing fourteen (14) spaces. The remaining two parking areas contain six (6) spaces each and are to be located along the perimeter Road C.
3. There are several dead-end streets – Roads B, D, E and F. It appears Roads B and F will interconnect Somerton Chase with Section L of Plantation Lakes. The plan also shows Road D as a dead-end to the east and Road E as a dead-end to the west. It is assumed that these dead ends are for connections to future developments. There are currently no development plans for these adjacent parcels, however, the parcel to the east is identified as mixed-use in the Town's future land use map, and the parcel to the west is designated residential. The plans should include a note that the dead-ends are to connect to future development. The plans should include a note that the dead-end streets are to connect to future development and meet the design standards set forth in Section 178-14(B.14) of the Town of Millsboro Zoning Code.

Notes have been added to each dead-end street stating that they will connect with adjacent parcels once developed. Section 178-14(B.14) clearly states that temporary dead-end streets such as roads B, D, E, and F shall provide a similar turnaround to those dead-end streets that

are to remain permanent. Providing a barricade at the end of each roadway segment does not amount to an adequate design to allow for proper maneuvering by emergency services and other vehicular traffic.

4. Open Space A is listed as "Active" and now includes a note stating this area will be utilized for amenities including a pool and bathhouse. The previous rendition of the plan included a 28-space parking lot. The number of spaces has been increased from 28 to 58 for a total of 30 additional parking spaces being provided.
5. In the MR District for a project with a gross acreage of 25.1 acres or more, the Code requires 15% active open space. The plan provides for approximately 20% open space; however, most of the open space is unusable. The plan notes a small, centrally located active open space area with a few small pockets of open space. There are also small open space areas between the rear of lots which will be difficult to maintain. In addition, there is a 30-ft wide open space buffer around the community. The buffer is not a requirement within the MR zoning district; however, the developer intends to keep the buffer. The community would be better served if these small open space areas were combined into a larger, more centrally located, and useable open space area.

The four small pockets of active open space have been identified on the revised plan as being used for a dog park, two pocket parks, and an a play area. There is concern with how these amenities are to be maintained in addition to the accessibility for usage by everyone within the residential development.

6. The shared use path running parallel to the frontage along Radish Road should be extended through the remainder of open space B and additionally traverse through the entirety of open spaces C, D, E, and F. A longer and more extensive recreational path/trail would provide a great opportunity for enjoyment by the community.
7. Section 178-14(M.3.a) states the following: "All lands in any new development project in any zone that are constrained by site limitations, environmental features, stormwater features or buffers as regulated by other parts of this chapter shall be set aside as passive open space. Passive open space areas either may be left in their natural states or enhanced using appropriate and environmentally sustainable planting, reforestation, or stabilization methods."

Sheet PL-03 includes the two stormwater management ponds as active open space. Stormwater detention ponds are not considered to be active open space per the Town of Millsboro code and therefore cannot be included as part of the open space requirement. Furthermore, the combined area of the two ponds is listed as being 4.055 acres under the data column provided on Sheet PL-01 with the overall active open space being provided is listed at 13.260 acres. When the area of the stormwater features is deducted from the total open space area provided the difference is 9.250 acres. This ultimately leads to a total percentage of active open space provided as part of the project at 13.790% leaving it under the 15% threshold. The developer will need to account for the remaining 1.210% active open space that is required by the MR district.

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8. The Final Plans will need to include Landscape and Lighting Plans. The Landscape Plan should also include street trees. Section 178-13 (6) requires shade trees to be located at intervals of approximately 60-ft.

Very truly yours,

**AECOM**



Kyle F. Gulbranson, AICP  
Project Manager

Copy: Kenny Niblett, Public Works Director



## Memorandum

To: Mr. George K. Niblett  
From: Carrie A. Kruger, P.E.  
Date: September 29, 2022  
Re: Somerton Chase Preliminary Site Plan

I have reviewed the Somerton Chase Preliminary Site Plans prepared by Davis, Bowen & Friedel Inc. (DBF) and dated July 2022 with a most recent revision date of 9/16/2022. To address comments provided by the Town, DBF changed the title sheet and resubmitted the title sheet on 9/27/2022. The Preliminary Site Plans comply with the requirements of the Code of The Town of Millsboro, §178.

I recommend that the following items be addressed on the Final Site Plans.

- A Phasing Plan shall be submitted.
- A blow off or fire hydrant shall be provided at the dead-end water main on the north end of Road F.
- Change the cross on the water main on the east end of Road D to a tee.
- Change the cross on the water main on the west end of Road E to a tee.
- The fire hydrant proposed to be located between Lots 132 and 133 shall be moved to between Lots 135 and 136.

AECOM provided a comment letter to the Preliminary Site Plans on September 29, 2022. AECOM identified seven issues to the plans. One of these issues is not meeting the Town's requirement for percentage of active open space. I do not recommend the Town Council approve the Somerton Chase Preliminary Site Plans until the issues identified by AECOM have been addressed.



**POSTING PROPERTIES WITH  
NOTICE OF PUBLIC HEARING/MEETING -  
SUGGESTED CHANGES TO TOWN CODE  
DRAFT 1 (8-26-22)**

**Item 1:**

Amend **Chapter 56, Annexation of Land** by adding a new § 56-2. Property posted with notice. thereto, which shall read as follows:

**§ 56-2. Property posted with notice.**

In addition to any public notice otherwise required as part of the annexation process, the Town Manager shall cause to be posted at one or more prominent and easily visible places on the property proposed to be annexed, on eighteen-inch by twenty-four-inch yellow cardboard, a public notice setting forth the date and time at which the Town Council has scheduled a public hearing on the annexation application, the name of the party who has requested annexation of property into the Town, the application number assigned to the annexation request (if any), a description of the property proposed to be annexed, and the zoning designation requested for the property proposed to be annexed. The notice shall also include Town Hall's address and telephone number for interested parties seeking further information on the public hearing and the proposed annexation. One such notice sign shall be posted for each street on which the subject property fronts. It shall be the responsibility of the party who has requested annexation, and not the responsibility of the Town, to maintain the notice signs in good condition during the posting period. Said notice sign or signs shall be posted at least 15 days prior to the public hearing and shall remain posted until the Town Council has taken a final action upon the requested annexation.

**Item 2:**

Amend **§ 178-7. Major subdivision**, subsection B. Preliminary approval, subparagraph (8) thereof as follows (removed language is stricken through; new language is underlined):

- (8) Prior to preliminary approval of a major subdivision, Town Council shall hold a public hearing after 15 days' notice published in a newspaper of general circulation in the Town and ~~posting of the property subject of the application.~~ In addition to the foregoing notice, the Town Manager shall cause to be posted at one or more prominent and easily visible places on the property which is the subject of the major subdivision application, on eighteen-inch by twenty-four-inch yellow cardboard, a public notice setting forth the date and time at which the Town Council has scheduled a public hearing concerning preliminary approval of the major subdivision application, the name of the party requesting preliminary approval of the major subdivision application, the application number assigned to the major subdivision request (if any), a description of the property involved, and a statement,

in plain language, of the nature of the major subdivision requested. The notice shall also include Town Hall's address and telephone number for interested parties seeking further information on the public hearing and the proposed major subdivision. One such notice sign shall be posted for each street on which the subject property fronts. It shall be the responsibility of the party who has requested the major subdivision, and not the responsibility of the Town, to maintain the notice signs in good condition during the posting period. Said notice sign or signs shall be posted at least 15 days prior to the public hearing and shall remain posted until the Town Council has taken a final action upon the requested preliminary approval of the proposed major subdivision.

**Item 3:**

Amend § 178-7. **Major subdivision**, subsection C. Procedures for final approval of major subdivision, subparagraph (5) thereof as follows (removed language is stricken through; new language is underlined):

- (5) Prior to final approval, Town Council will consider the application at a public hearing following at least 15 days' prior notice by publication in a newspaper of general circulation in the Town ~~and posting of the property subject of the application.~~ In addition to the foregoing notice, the Town Manager shall cause to be posted at one or more prominent and easily visible places on the property which is the subject of the major subdivision application, on eighteen-inch by twenty-four-inch yellow cardboard, a public notice setting forth the date and time at which the Town Council has scheduled a public hearing concerning final approval of the major subdivision application, the name of the party requesting final approval of the major subdivision application, the application number assigned to the major subdivision request (if any), a description of the property involved, and a statement, in plain language, of the nature of the major subdivision requested. The notice shall also include Town Hall's address and telephone number for interested parties seeking further information on the public hearing and the proposed major subdivision. One such notice sign shall be posted for each street on which the subject property fronts. It shall be the responsibility of the party who has requested the major subdivision, and not the responsibility of the Town, to maintain the notice signs in good condition during the posting period. Said notice sign or signs shall be posted at least 15 days prior to the public hearing and shall remain posted until the Town Council has taken a final action upon the requested final approval of the proposed major subdivision.

**Item 4:**

Amend § 210-51. **Conditional Uses**, by adding a new subsection F. Property posted with notice. thereto, which shall read as follows:

- F. Property posted with notice. The Town Manager shall cause to be posted at one or more prominent and easily visible places on the property which is the subject of

the conditional use application, on eighteen-inch by twenty-four-inch yellow cardboard, a public notice setting forth the date and time of the Town Council meeting during which the conditional use application will be considered, the name of the party requesting the conditional use, the application number assigned to the conditional use request (if any), a description of the property involved, and a statement, in plain language, of the nature of the conditional use requested. The notice shall also include Town Hall's address and telephone number for interested parties seeking further information on the Town Council meeting and the requested conditional use. One such notice sign shall be posted for each street on which the subject property fronts. It shall be the responsibility of the party who has requested the conditional use, and not the responsibility of the Town, to maintain the notice signs in good condition during the posting period. Said notice sign or signs shall be posted at least 15 days prior to the Town Council meeting during which the conditional use application will be considered and shall remain posted until the Town Council has taken a final action upon the requested conditional use. The foregoing property posting requirements shall apply to both initial conditional use applications and any applications for the renewal or extension of a previously approved conditional use.

**Item 5:**

Amend § 210-58. **Meetings; rules and regulations**, by adding a new subsection F. Property posted with notice. thereto, which shall read as follows:

- F. Property posted notice. The Town Manager shall cause to be posted at one or more prominent and easily visible places on the property which is the subject of the Board of Adjustment hearing, on eighteen-inch by twenty-four-inch yellow cardboard, a public notice setting forth the date and time at which the Board of Adjustment has scheduled the hearing, the name of the party requesting the Board of Adjustment hearing, the application number assigned to the hearing request (if any), a description of the property involved, and a statement, in plain language, of the nature of the matter involved. The notice shall also include Town Hall's address and telephone number for interested parties seeking further information on the hearing. One such notice sign shall be posted for each street on which the subject property fronts. It shall be the responsibility of the party who has requested the hearing, and not the responsibility of the Town, to maintain the notice signs in good condition during the posting period. Said notice sign or signs shall be posted at least 15 days prior to the hearing and shall remain posted until the Board of Adjustment has taken a final action upon the requested hearing.

**Item 6:**

Amend § 210-70. **Amendments**, by adding a new subsection I. Property posted with notice. thereto, which shall read as follows:

- I. In addition to any public notice otherwise required, prior to any public hearing concerning a request for a change in zoning designation or for approval of an RPC District, a PCD District or an LSCOD District, the Town Manager shall cause to be posted at one or more prominent and easily visible places on the subject property, on eighteen-inch by twenty-four-inch yellow cardboard, a public notice setting forth the date and time at which the Town Council has scheduled a public hearing on the zoning request, the name of the party who has submitted the zoning request, the application number assigned to the zoning request (if any), a description of the property involved, and the zoning designation requested. The notice shall also include Town Hall's address and telephone number for interested parties seeking further information on the public hearing and the zoning request. One such notice sign shall be posted for each street on which the subject property fronts. It shall be the responsibility of the party who has submitted the zoning request, and not the responsibility of the Town, to maintain the notice signs in good condition during the posting period. Said notice sign or signs shall be posted at least 15 days prior to the public hearing and shall remain posted until the Town Council has taken a final action upon the zoning request.

**OVERFLOW PARKING**  
**CHANGES TO TOWN CODE**  
**DRAFT 1 (8-26-22)**

**Item 1:**

Amend § 210-40. **Off-street parking and loading; driveways**, by adding a new subparagraph J. thereto, which shall read as follows:

- J. Overflow parking in residential developments. In residential developments, extra, overflow parking spaces interspersed within and throughout the development they serve, shall be required in addition to the minimum number of off-street parking spaces which are otherwise required by this Zoning chapter. Parking spaces within a garage shall not be included when determining compliance with the overflow parking requirement. The total number of required parking spaces shall be in accordance with the following:

<u>Number of Dwelling Units</u>	<u>Overflow Parking Required</u>
1-50	30% more than the minimum number of off-street parking spaces required
51-100	30% more than the minimum number of off-street parking spaces required
101-200	40% more than the minimum number of off-street parking spaces required
201-300	50% more than the minimum number of off-street parking spaces required
> 301	50% more than the minimum number of off-street parking spaces required

**Item 2:**

Amend § 210-13. **Medium-Density Residential (MR) District**, by revising subsection F. Minimum off-street parking, subparagraph (2) thereof as follows (removed language is stricken through; new language is underlined):

- (2) See also the additional parking requirements in § 210-40, Off-street parking and loading; driveways.

**Item 3:**

Amend § 210-14. **High-Density Residential (HR) District**, subsection F. Minimum off-street parking, by adding a new subparagraph (4) thereto, which shall read as follows:

- (4) See also the additional parking requirements in § 210-40. Off-street parking and loading; driveways.

**Item 4:**

Amend § 210-15. **Residential Mobile Home Park (MH) District**, subsection F. Minimum off-street parking, by adding a new sentence to the end thereof, which shall read as follows:

See also the additional parking requirements in § 210-40. Off-street parking and loading; driveways.

**Item 5:**

Amend § 210-20. **Residential Planned Community (RPC) District**, subsection K. Requirements regarding parking, street, and driveway, by adding a new sentence to the end thereof, which shall read as follows:

See also the additional parking requirements in § 210-40. Off-street parking and loading; driveways.

**Item 6:**

Amend § 210-25. **Traditional Neighborhood Development (TND) District**, subsection E. Design requirements, subparagraph (5) Parking requirements, by adding a new subparagraph (y) thereto, which shall read as follows:

- (y) See also the additional parking requirements in § 210-40. Off-street parking and loading; driveways.

**Item 7:**

Amend § 178-14. **Design standards**, by revising subsection G. Parking areas, as follows (removed language is stricken through; new language is underlined):

Sufficient parking areas and parking spaces, as required by Chapter 210, Zoning, shall be provided.

**Medium-Density Residential (MR) District - Minimum Lot Size**

Jurisdiction	Minimum Lot Area (MR District or equivalent)
<b>Millsboro</b>	<b>7,500 SF</b>
Sussex County	MR: 10,000 SF (min. width x depth 75'x100')
Bethany Beach	R1: 5,000 SF (min. street frontage 40' interior/50' corner) R2: 7,000 SF (min. street frontage 60')
Bethel	---
Blades	R1: 10,000 SF (min. lot width 75') R2: 7,000 SF (min. lot width 60')
Bridgeville	R1: 9,000 SF (min. lot width 60') R2: same as R1 for Single-Family
Dagsboro	R: 15,000 SF MR: single-family dwellings permitted in the MR District shall adhere to the area/yard requirements for the R District
Delmar	R1: 7,000 SF (min. lot width 50') R2: 9,000 SF (min. lot width 60')
Dewey Beach	NR: 5,000 SF
Ellendale	---
Fenwick Island	R: 5,000 SF
Frankford	R: 15,000 SF (min. lot width at front bldg. line 100')
Georgetown	UR2 & UR3: 10,000 SF (min. width x depth 75'x100')
Greenwood	R1: 10,000 SF (min. street frontage 80') R2: 8,000 SF (interior lots) / 13,000 SF (corner lots) (min. street frontage 80')
Henlopen Acres	R: 12,500 SF
Laurel	R1: 7,500 SF R2: 4,000 SF
Lewes	R2 (low density): 10,000 SF (min. width x depth 75'x100') R4 (medium density): 5,000 SF (detached dw) (min. width x depth 50'x75')
Milford	R1: 10,000 SF (interior lots) / 13,000 SF (corner lots) (min. lot width 80') R2: 8,000 SF (interior lots) / 13,000 SF (corner lots) (min. lot width 80')
Millville	R: 7,500 SF (min. width x depth 60'x100')
Milton	R1: 10,000 SF (min. width x depth 75'x100') R2: 4,000 SF (min. width x depth 40'x60')
Ocean View	R1: 14,000 SF (min. width x depth 75'x100') R2: 10,000 SF (for single-family detached) (min. width x depth 60'x100')
Rehoboth Beach	R1/R2: 5,000 SF (min. lot width 50')
Seaford	R1 (low density): 7,500 SF R2 (medium density): 4,500 SF
Selbyville	R1 (high density): 7,500 SF R2 (medium density): 10,000 SF (min. width x depth 90'x100') R4 (low density on smaller lots): 12,000 SF
Slaughter Beach	R1: 5,000 SF R2: 7,500 SF
South Bethany	R1: 4,800 SF (min. lot width 50')

TOWN OF MILLSBORO

APPLICATION FOR CONDITIONAL USE

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

Date of application: 8.2.22

Location of Property: Alderleaf Meadows

Tax Map #: \_\_\_\_\_

Name of Applicant: Ryan Homes

Mailing Address: 32445 Royal Blvd. Ste 1 Dagsboro DE 19939

Email address: kthrower@ryanhomes.com

Work Phone: 302-732-9945 Cell Phone: \_\_\_\_\_

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

Current zoning classification of property: Residential new construction

Use being requested as conditional use ( be specific): Community marketing signs within community

Current/former use of property: Residential new construction

Attached are the required documents for review: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Print name: Lisa Hess

Address: 32445 Royal Blvd #1 Dagsboro, DE 19939

Phone: (727)-543-2899

Signature of Applicant ( if not Owner): Kayla Thrower

Print name: Kayla Thrower

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

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

FOR TOWN USE:  
( ) Approved with conditions ( see attached)  
( ) Disapproved  
Date of disposition: \_\_\_\_\_





**AD-ART**

*Sign Company*

**(302) 856-7446**

**AdArtSignsDE.com**

**PO BOX 750**

Georgetown DE, 19947



AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
X

PLEASE REVIEW CAREFULLY! Check all spelling, phone numbers, websites, addresses, dates, etc. Also check for omissions.

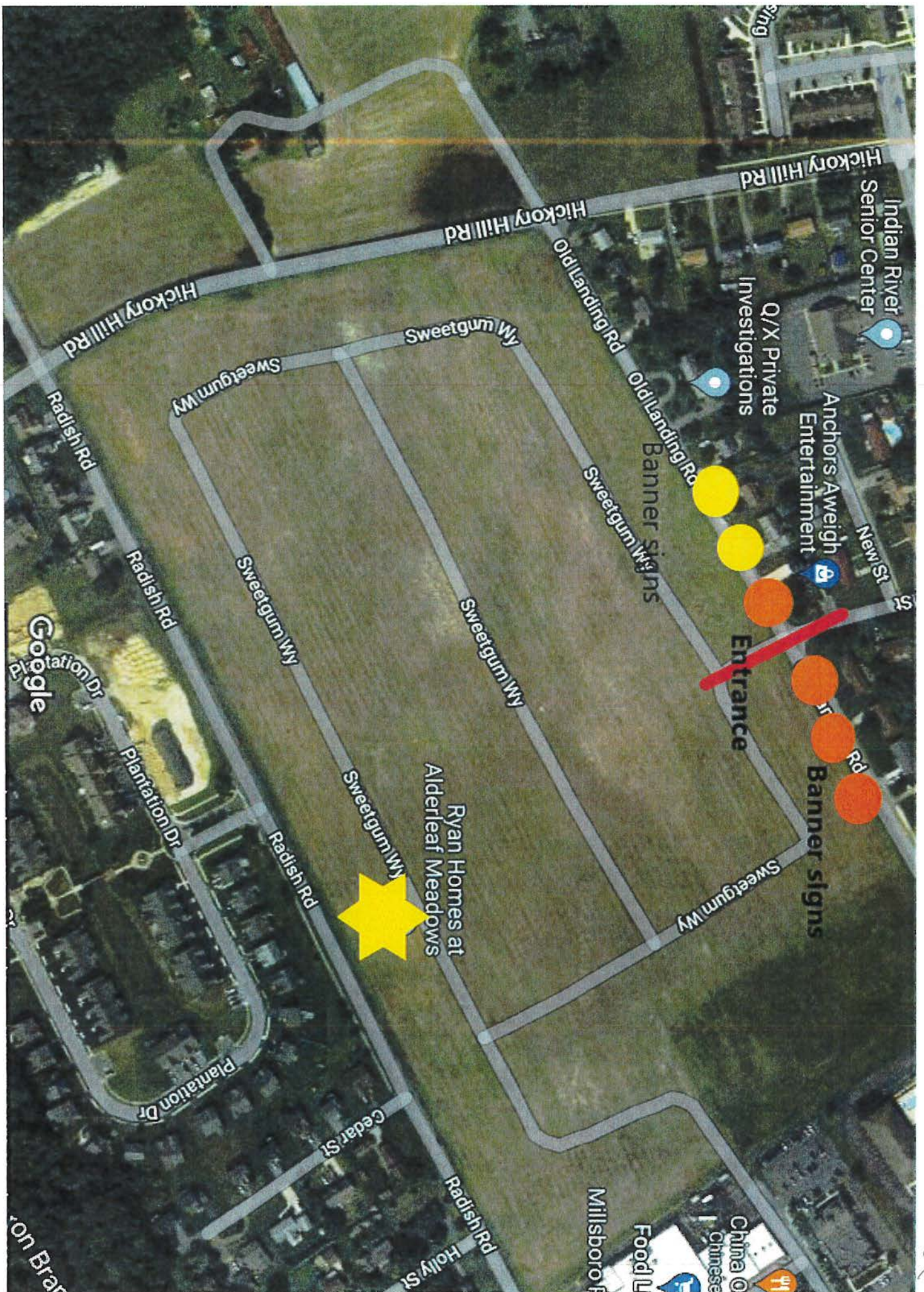
Ad Art Signs will not be responsible for any errors once this design has been approved

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= Initial 50 Lots to be delivered  
**Delineation of Initial 50 Lots to be delivered**  
 Lots 1 - 33, 78 - 87, 117 - 123  
 August 10, 2020



PHASE 1 - 50 LOTS  
 PHASE 2 - 50 LOTS  
 PHASE 3 - 63 LOTS

■ Basement  
■ Slab  
■ SOLD

Highlighted Yellow  
 Brown  
 Green

PROJECT: ALDERLEAF MEADOWS SUBDIVISION  
 FOR: CALEB MILLSBORO, LLC  
 TOWN OF MILLSBORO  
 DAGSBORO HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE

SHEET TITLE: FINAL SITE PLAN  
 DATE: JUNE 4, 2020  
 TOWN: MILLSBORO  
 SCALE: 1" = 40'

TOTAL SHEETS: 7  
 SHEET NO.: SP000

**CENTURY ENGINEERING**  
 CONSULTING ENGINEERS ■ SURVEYORS

ADDRESS: 550 BAY ROAD  
 DOVER, DE 19901  
 P: (302) 734-9188 F: (302) 734-4589 www.centuryeng.com cal@centuryeng.com

WEBSITE: www.centuryeng.com  
 EMAIL: cal@centuryeng.com

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MISC BILLINGS- NEW BALANCE						
9/30/2022						
Date	Acct	Name	Amount			Rpt Code
3/11/2021	921	Knollwood Development	1,658.40	Alderleaf Meadows		engineering fees
5/17/2022	1122	Millwood Acq	142.53	Westtown Village		engineering fees
6/15/2022	1222	Mid Atlantic Commerical Group	2,574.43	Mid Atlantic Comm		engineering fees
8/3/2022	122	Mid Atlantic Commerical Group	505.44	Mid Atlantic Comm		engineering fees
9/6/2022	323	Hodges -Fall Brooke Properties	1,658.25	Fallbrooke Properties		engineering fees
9/6/2022	323	Hodges -Fall Brooke Properties	1,176.25	Fallbrooke Properties		engineering fees
9/6/2022	323	Hodges -Fall Brooke Properties	1,690.70	Fallbrooke Properties		engineering fees
		<b>ENGINEERING TOTAL</b>	<b>9,406.00</b>			
5/28/2015	1115	Tana Simpson- Warren	180.00	1117 Houston Acres ser #		Mtr-parts
11/18/2016	517	Jam-Mar Enterprises	5.00	28555 DuPont Blvd		Mtr-parts
		<b>MTR/PRTS TOTAL</b>	<b>185.00</b>			
2/19/2015	815	Norman & Karen Laffey	100.00	23517 Tristan Lane 2/16/2		On/Off Wtr
		<b>ON/OFF WTR TOTAL</b>	<b>100.00</b>			
2/7/2020	820	Arcardis	708.45	Church St		GENMISC
6/21/2021	1221	Tonald Trucking	226.71	Old Lanidng Rd & Mitchell		GENMISC
8/31/2021	222	Buffalo Construction	312.50	30181 Commerce Dr		Sewer Revenue
9/21/2021	322	Buffalo Construction	468.75	30181 Commerce Dr		Sewer Revenue
9/6/2022	322	ABC Farms	1,586.68	DEC Electric		Sewer Revenue
		<b>SEWER REVENUE TOTAL</b>	<b>3,303.09</b>			
1/1/2022	722	Constance Eckert	360.00	13B		Boat Slip
1/1/2022	722	Laverne O'Neil	360.00	12		Boat Slip
		<b>BOAT SLIP TOTAL</b>	<b>720.00</b>			
7/1/2022	Oct	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Nov	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Dec	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Jan	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Feb	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Mar	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Apr	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	May	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	June	Millsboro Art League	600.00	Rent/Fee		Main St
7/1/2022	Oct	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Nov	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Dec	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Jan	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Feb	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Mar	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Apr	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	May	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	June	Danny Alo	550.00	Rent/Fee		Railroad Ave
7/1/2022	Oct	Merck	4,320.00	Rent/Fee		Ellis St
7/1/2022	Jan	Merck	4,320.00	Rent/Fee		Ellis St
7/1/2022	Apr	Merck	4,320.00	Rent/Fee		Ellis St
7/1/2022	Jan	Merck	1,080.00	Rent/Fee		Ellis St
7/1/2022	Apr	Merck	1,080.00	Rent/Fee		Ellis St
7/1/2022	July	Merck	1,080.00	Rent/Fee		Ellis St
8/3/2022	223	Mid Atlantic Commerical Group	38.61	Interest		GenMis
8/3/2022	223	Millwood Acq	2.14	Interest		GenMis
8/3/2022	223	Knollwood Development	24.88	Interest		GenMis

MISC BILLINGS- NEW BALANCE					
9/30/2022					
Date	Acct	Name	Amount		Rpt Code
9/6/2022	323	Mid Atlantic Commerical Group	38.61	Interest	GenMis
9/6/2022	323	Mid Atlantic Commerical Group	7.58	Interest	GenMis
9/6/2022	323	Millwood Acq	2.14	Interest	GenMis
9/6/2022	323	Knollwood Development	24.88	Interest	GenMis
9/6/2022	323	Buffalo Construction	7.03	Interest	GenMis
9/6/2022	323	Buffalo Construction	4.69	Interest	GenMis
9/6/2022	323	Davis, Bowen & Friedel	52.66	Interest	GenMis
		<b>GENMISC TOTAL</b>	<b>26,753.22</b>		
		<b>GRAND TOTAL</b>	<b>40,467.31</b>		
<b>NEW BALANCE</b>		<b>DEBITS</b>	<b>CREDIT</b>	<b>BILLED IN AUGUST 22</b>	<b>OLD BALANCE</b>
40,467.31		1,164,211.18	1,165,890.06	-3594.78	38,551.41
			what's added	inv# 2000641242	3510.93
			on September	int 8/22	38.61
			Report	int 8/22	2.14
				int 8/22	24.88
				int 8/22	18.22
				(3,594.78)	



Receipt Book			
9/30/2022			
EDU Water		20,480.00	
EDU Sewer		186,123.00	
Court Fines		5,516.21	
Building Permits		51,298.00	
Building Fund Fee		32,474.00	
Fire Service		28,030.51	
Ambulance Service		28,030.51	
Transportation		16,000.00	
Police Protection		28,669.00	
Public Hearings			
W/S Parts		435.00	
W/S Taps		43,400.00	
W/S Cut Off-On		1,080.00	
Pool Water			
Business registration		355.00	
Rental Fees		2,230.00	
Boat Slips			
Grass Cutting			
Stamps, Copies, Fax		3.06	
Miscellaneous			
Civic Center			
Final		1,400.00	
Hooker Sep Pymt 1		1,255.00	
Legal Collection		237.65	
MSAF FY23 Qtr 1		49,319.55	
Dog Park Donations		75.00	
Soda Machine		18.75	
Ret Check fee		120.00	
Refund Colbourne		264.80	
Interest Misc billings		50.76	
Selective Ins Div 22		2,195.77	
Orpymt on Taxes 2023		484.50	
Orpymt on Taxes 2023		1,762.01	
Orpymt on Taxes 2023		2,222.83	
Orpymt on Taxes 2023		4.16	
Orpymt on Taxes 2023		250.00	
Orpymt on Taxes 2023		76.77	
Orpymt on Taxes 2023		67.95	
Orpymt on Taxes 2023		57.00	
Orpymt on Taxes 2023		984.58	
Orpymt on Taxes 2023		57.00	
Orpymt on Taxes 2023		57.00	
Orpymt on Taxes 2023		4,081.04	
Orpymt on Taxes 2023		1,847.51	
Orpymt on Taxes 2023		1,556.89	
PL WTP CS Pymt 13		551,185.13	
Lennar Repair pump7c		8,216.12	
Acc Rpt		980.00	
Violent Crime		40,189.82	
Other Special Duty		31,350.00	

URS/AECOM						
	APD	Aldi Mrkt		954.70		
	APD	Aldi Mrkt		1,214.50		
	Lencraft	PL		4,005.01		
	Lencraft	PL		1,179.34		
	D,B&F	Somerton		3,510.93		
CABE/DUFFIELD						
	Lencraft	PL		376.48		
	Lencraft	PL		6255.74		
	Lencraft	PL		3901.48		
<b>Grand Total</b>				1165890.06		
	Old Balance	Debits	Net PN Added	Adj Credits		New Bal
W/S/	\$ 16,096.79	\$ 1,124,633.23	\$ 1,075.78	\$ (4,705.28)	\$ (50,903.00)	\$ 1,086,197.52
Tax	\$ 5,215,768.78		\$ 177.84	\$ (33,577.58)	(3,909,111.08)	\$ 1,273,257.96

Permit #	Owner Name	Property Address	Work Description	Zoning	Cust#	Tax #	Work Cost	Permit Fee
B-010308	MARK BONI	20799 BRUNSWICK	6' WHITE VINYL PRIVACY FENCE W/1 GATE	RPC	09773	04061	\$4,771.00	\$95.00
B-010307	DAVID DEMILIO	35174 WRIGHT WAY	12x20 DECK	RPC	10350	05122	\$13,500.00	\$140.00
B-010306	LENCRAFT, LLC	33427 HICKORY ST	THE LAUDERDALE	RPC	03082	05571	\$361,352.92	\$1,346.00
B-010305	LENCRAFT, LLC	33420 HICKORY ST	THE MONTEREY	RPC	03082	05565	\$392,538.16	\$1,439.00
B-010304	LENCRAFT, LLC	33251 CLAREMONT CT	THE LAUDERDALE	RPC	03082	05561	\$344,410.63	\$1,295.00
B-010303	LENCRAFT, LLC	33250 CLAREMONT CT	THE LAUDERDALE	RPC	03082	05550	\$344,410.63	\$1,295.00
B-010302	LENCRAFT, LLC	31313 BURKE CT	THE DORCESTER	RPC	03082	05794	\$508,005.06	\$1,878.00
B-010301	LENCRAFT, LLC	31329 BURKE CT	THE DOVER	RPC	03082	05800	\$572,042.37	\$2,006.00
B-010300	LENCRAFT, LLC	37024 HAVELOCK CT	THE PORTFIELD	RPC	03082	05811	\$532,620.73	\$1,926.00
B-010299	LENCRAFT, LLC	37033 HAVELOCK CT	THE CAPTIVA	RPC	03082	05761	\$450,267.22	\$1,613.00
B-010298	CALEB MILLSBORO, LLC	365 WINDFLOWER DR	THE ARUBA BAY	RPC	08514	04970	\$199,394.14	\$860.00
B-010297	CALEB MILLSBORO, LLC	359 WINDFLOWER DR	THE GRAND BAHAMA	RPC	08514	04967	\$227,909.39	\$944.00
B-010296	CALEB MILLSBORO, LLC	26029 TULIP CROSSING	THE SPRUCE	RPC	08514	03924	\$261,291.20	\$1,046.00
B-010295	CALEB MILLSBORO, LLC	25005 ASPEN CIR	THE GRAND BAHAMA	RPC	08514	03942	\$227,909.39	\$944.00
B-010294	BRANDY M DOTY	103 WASHINGTON ST	SOLAR PANELS	UB	09550	00370	\$7,000.00	\$105.00
B-010293	ROSE ROCCA	25231 SWEETGUM WAY	4' WHITE VINYL PICKET FENCE W/1 GATE	RPC	10781	03827	\$7,595.00	\$110.00
B-010292	ROSE ROCCA	25211 SWEETGUM WAY	4' WHITE VINYL PICKET FENCE W/1 GATE	RPC	10786	03828	\$6,133.00	\$105.00
B-010291	PHIL BRAY	26059 TULIP CRSG	4' WHITE VINYL PICKET FENCE W/2 GATES	RPC	10712	03917	\$5,633.00	\$100.00
B-010290	JOHN VETTERO	19101 JACKSTONE WAY	12x22 CONCRETE PATIO	HR	09777	03639	\$2,500.00	\$85.00
B-010289	SANDOR TOMASINI	31147 OLNEY WAY	4' WHITE VINYL FENCE W/2 GATES, 4x6 TRASH ENCL	RPC	10196	05259	\$6,000.00	\$100.00
B-010288	CECLA KRACHT	35413 WRIGHT WAY	6' WHITE VINYL PRIVACY FENCE W/1 GATE, 4x6 TRASH ENCL	RPC	10730	05513	\$4,878.00	\$95.00
B-010287	BRANDON N ALLISON	31084 OLNEY WAY	20x24.6 PAVR PATIO	RPC	09486	05226	\$11,122.50	\$130.00
B-010286	CLAUDIO MOREL	31309 OLNEY WAY	19x13 CONCRETE PATIO, 2 6' WHITE VINYL FENCE PANELS	RPC	10443	05609	\$2,100.00	\$85.00
B-010285	RONALD MASON	31229 OLNEY WAY	20x31 PAVR PATIO W/FIRE PIT, SITTING WALL, STEPS, 4x6 TRASH ENCL	RPC	10154	05583	\$17,000.00	\$155.00
B-010272	ALLISON MURPHY	35234 WRIGHT WAY	10x20 DECK W/10x20 CONCRETE PAD	RPC	10754	05363	\$12,800.00	\$135.00
B-010271	LENCRAFT, LLC	34305 BEAUFORT CT	10x12 DECK W/STAIRS	RPC	03082	05814	\$5,600.00	\$100.00
B-010267	BRIAN KIEL	31259 OLNEY WAY	17x29 PAVR PATIO W/SITTING WALL, FIREPIT	RPC	10191	05596	\$21,600.00	\$180.00
B-010266	RODNEY HEMPEL	31255 OLNEY WAY	27x15 PAVR PATIO W/SITTING WALL, FIREPIT	RPC	10197	05595	\$24,000.00	\$190.00
B-010255	BRIAN KING	31284 OLNEY WAY	53x25 PAVR PATIO W/SITTING WALL, FIREPIT, GRILL ENCLOSURE	RPC	10328	05591	\$18,000.00	\$160.00
B-010246	TRICIA FIORE	31237 OLNEY WAY	23x28 PAVR PATIO W/RETAINING WALL	RPC	10139	05585	\$15,000.00	\$145.00
B-010311	DOMINIC PACCAPANICIA	29496 GLENWOOD DR	4' WHITE VINYL FENCE W/3 GATES	RPC	09679	02851	\$6,250.00	\$105.00
B-010312	MARK A CIRIELLO	19192 SANDSTONE LN	4' WHITE VINYL FENCE W/1 GATE, 10X20 PAVR PATIO	HR	09381	03669	\$7,337.00	\$110.00
B-010313	MILLWOOD ACQUISITIONS	305 WINDFLOWER DR	THE ARUBA BAY	RPC	06091	04942	\$199,394.14	\$860.00
B-010314	MILLWOOD ACQUISITIONS	337 WINDFLOWER DR	THE GRAND BAHAMA	RPC	06091	04956	\$197,735.39	\$854.00
B-010315	LENCRAFT HOMES	37028 HAVELOCK CT	THE DORCESTER	RPC	03082	05810	\$668,867.62	\$2,198.00

Total Permits = 80  
 New Houses = 32  
 Renovations = 46  
 Commercial = 2

Town of Millsboro  
 Building Permits  
 September 2022

Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-010316	LENCRAFT HOMES	37034 HAVELOCK CT	THE CAPTIVA	RPC	03082	05808	\$572,575.08	\$2,006.00
B-010235	LARRY PORIER	31238 OLNEY WAY	39x18 PAVER PATIO W/SITTING WALL, FIREPIT, GRILL	RPC	10339	05579	\$25,000.00	\$195.00
B-010330	LAWRENCE WODA	24898 MAGNOLIA CIR	1375f PAVER PATIO	RPC	07059	02687	\$3,750.00	\$90.00
B-010326	MILLWOOD ACQUISITIONS	369 WINDFLOWER DR	THE GRAND BAHAMA	RPC	06091	04972	\$227,909.39	\$944.00
B-010335	LINDA PUSEY	28466 DUPONT BLVD	6' WHITE VINYL PRIVACY FENCE	HC	04748	00217	\$0.00	\$0.00
B-010342	CALEB MILLSBORO, LLC	26021 TULLIP CRSG	THE CEDAR	RPC	08514	03926	\$329,563.52	\$1,250.00
B-010334	THE DUCHESS OF SUSSEX	28454 DUPONT BLVD	6' WHITE VINYL PRIVACY FENCE	HC	10173	00215	\$2,643.00	\$50.00
B-010333	THE DUCHESS OF SUSSEX	28460 DUPONT BLVD	6' WHITE VINYL PRIVACY FENCE	HC	10173	00216	\$2,643.00	\$50.00
B-010331	CALEB MILLSBORO, LLC	25232 SWEETGUM WAY	THE CEDAR	RPC	08514	03943	\$329,563.52	\$1,250.00
B-010325	LENCRAFT, LLC	35342 WRIGHT WAY	8x20 DECK	RPC	03082	05430	\$5,600.00	\$100.00
B-010324	LENCRAFT, LLC	35338 WRIGHT WAY	8x20 DECK	RPC	03082	05429	\$5,600.00	\$100.00
B-010323	LENCRAFT, LLC	35336 WRIGHT WAY	8x20 DECK	RPC	03082	05428	\$5,600.00	\$100.00
B-010322	LENCRAFT, LLC	35334 WRIGHT WAY	8x20 DECK	RPC	03082	05427	\$5,600.00	\$100.00
B-010321	LENCRAFT, LLC	35332 WRIGHT WAY	8x20 DECK	RPC	03082	05426	\$5,600.00	\$100.00
B-010320	LENCRAFT, LLC	35330 WRIGHT WAY	8x20 DECK	RPC	03082	05425	\$5,600.00	\$100.00
B-010319	LENCRAFT, LLC	35328 WRIGHT WAY	8x20 DECK	RPC	03082	05424	\$5,600.00	\$100.00
B-010310	MATTHEW WAGNER	29486 GLENWOOD DR	5x13 FRONT PORCH	RPC	09568	02846	\$15,200.00	\$150.00
B-010309	LUIS FERNANDES	27510 BELMONT BLVD	FINISH BASEMENT	RPC	07901	03098	\$45,500.00	\$300.00
B-009614	CALEB MILLSBORO, LLC	27009 GREENLEAF DR	THE BIRCH	RPC	08514	03843	\$292,481.60	\$1,235.00
B-010327	THOMPSON & THOMPSON	28541 DUPONT BLVD	ADDING STEEL DOORS ON SIDE, FIXING FRONT DOOR	HC	00213	00535	\$18,000.00	\$160.00
B-010328	EDWARD VACCARO	31281 OLNEY WAY	420sf PAVER PATIO W/SITTING WALL	RPC	10230	05602	\$10,650.00	\$125.00
B-010329	PATRICK BRADY	31314 OLNEY WAY	530sf PAVER PATIO W/SITTING WALL	RPC	10450	05620	\$14,160.00	\$145.00
B-010318	LENCRAFT, LLC	35324 WRIGHT WAY	8x20 DECK	RPC	03082	05423	\$5,600.00	\$100.00
B-010317	KIM HOON	29464 GLENWOOD DR	SOLAR PANELS	RPC	10514	02835	\$10,000.00	\$120.00
B-010261	PATRICK F SHOWELL	32053 MADISON ST	22x14 PAVER PATIO W/SITTING WALL	RPC	09339	05193	\$10,000.00	\$120.00
B-010336	LENCRAFT, LLC	35343 WRIGHT WAY	8x16 DECK	RPC	03082	05454	\$4,480.00	\$95.00
B-010337	LENCRAFT, LLC	35345 WRIGHT WAY	8x16 DECK	RPC	03082	05455	\$4,480.00	\$95.00
B-010338	LENCRAFT, LLC	35347 WRIGHT WAY	8x16 DECK	RPC	03082	05456	\$4,480.00	\$95.00
B-010339	LENCRAFT, LLC	35349 WRIGHT WAY	8x16 DECK	RPC	03082	05457	\$4,480.00	\$95.00
B-010340	LENCRAFT, LLC	35351 WRIGHT WAY	8x16 DECK	RPC	03082	05458	\$4,480.00	\$95.00
B-010341	LENCRAFT, LLC	35353 WRIGHT WAY	8x16 DECK	RPC	03082	05458	\$4,480.00	\$95.00
B-010332	KENNETH MOK	358 WINDFLOWER DR	10x12 SCREEN PORCH	RPC	10728	05027	\$12,400.00	\$135.00
B-010353	LENCRAFT, LLC	24629 DOGWOOD LN	THE BAYLOR	RPC	03082	05534	\$307,754.31	\$1,184.00
B-010352	LENCRAFT, LLC	24627 DOGWOOD LN	THE BAYLOR	RPC	03082	05533	\$307,754.31	\$1,184.00
B-010351	LENCRAFT, LLC	24625 DOGWOOD LN	THE BAYLOR	RPC	03082	05532	\$307,754.31	\$1,184.00
B-010350	LENCRAFT, LLC	24623 DOGWOOD LN	THE BAYLOR	RPC	03082	05531	\$307,754.31	\$1,184.00

Total Permits = 80  
 New Houses = 32  
 Renovations = 46  
 Commercial = 2

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Town of Millsboro  
 Building Permits  
 September 2022

Permit #	Owner Name	Property/Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-010349	LENCRAFT, LLC	24621 DOGWOOD LN	THE BAYLOR	RPC	03082	05530	\$307,754.31	\$1,184.00
B-010348	LENCRAFT, LLC	24619 DOGWOOD LN	THE BAYLOR	RPC	03082	05529	\$307,754.31	\$1,184.00
B-010347	LENCRAFT, LLC	24617 DOGWOOD LN	THE BAYLOR	RPC	03082	05528	\$307,754.31	\$1,184.00
B-010346	LENCRAFT, LLC	24615 DOGWOOD LN	THE BAYLOR	RPC	03082	05527	\$307,754.31	\$1,184.00
B-010343	THOMPSON & THOMPSON	28541 DUPONT BLVD	BAKER'S RENTAL SIGN	RPC	00213	00535	\$30,500.00	\$225.00
B-010360	LENCRAFT, LLC	33423 HICKORY ST	THE LINWOOD	RPC	03082	05572	\$238,968.57	\$977.00
B-010361	LENCRAFT, LLC	37035 HAVELock CT	THE DOVER	RPC	03082	05762	\$572,042.37	\$2,006.00
B-010362	LENCRAFT, LLC	31327 BURKE CT	THE CANTON	RPC	03082	05799	\$450,267.22	\$1,613.00
B-010363	LENCRAFT, LLC	31324 BURKE CT	THE DORCHESTER	RPC	03082	05803	\$504,022.42	\$1,870.00

Total Permits = 80  
 New Houses = 32  
 Renovations = 46  
 Commercial = 2