



Town Council
Town of Millsboro

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

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

Jamie Burk, Town Manager

A G E N D A

Town Council
Regular Meeting
September 6, 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 hearing

A PUBLIC HEARING WILL BE HELD ON SEPTEMBER 6, 2022, AT 7:00PM, AT THE MILLSBORO TOWN CENTER, 322 WILSON HIGHWAY, MILLSBORO, DELAWARE, CONCERNING THE TOWN COUNCIL'S RESOLUTION PROPOSING TO ANNEX CERTAIN TERRITORY, CONTIGUOUS TO THE PRESENT LIMITS OF THE TOWN OF MILLSBORO, BY NR & NR, LLC, IDENTIFIED AS SUSSEX COUNTY TAX MAP AND PARCEL NO. 133-20.00-41.02, CONTAINING 3.743 ACRES, MORE OR LESS, AND PROPOSING TO AMEND THE ZONING MAP AND ZONING ORDINANCE OF THE TOWN OF MILLSBORO TO INCLUDE SAID TERRITORY IN THE MEDIUM-DENSITY RESIDENTIAL (MR) DISTRICT

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—August

Police Department's report

Proposed policy change – Policy #3 Job Descriptions (Addition of Senior Corporal rank)

Proposed policy change – Policy #51 Promotional Process (Senior Corporal promotion process)

Water and sewer

IRSD spray irrigation agreement (Niblett and/or Schrider-Fox)

Gannett Fleming engineering services agreement – bid and construction phase Route 24 sanitary sewer replacement (Niblett and/or Gannett Fleming)

KCI fire hydrant flushing proposal update (Niblett and/or KCI)

Wastewater matching planning grant resolution – IRSD spray irrigation design (Niblett and/or Schrider-Fox)

Wastewater matching planning grant resolution - IRSD spray irrigation permitting (Niblett and/or Schrider-Fox)

White Farm wastewater treatment plant interim financing (Hall and/or WSFS)

Saul Ewing legal services agreement (Hall)

Streets

Introduction of proposed change – §200 of the *Code of the Town of Millsboro* Request for stop signs and do not enter signs - Plantation Lakes Boulevard, Wilson Highway, and Mitchell Street (Niblett and/or Schrider-Fox)

Delaware Avenue speed study data presentation (Calloway and/or Burk)

Mayor's report

Millsboro Carpet Mart lot line adjustment extension request (Niblett and/or Becker Morgan Group)

Annexation request — Somerton Chase (133-20.00-41.02) Radish Road (SCR 338)

Annexation request — Patriot's Bluff residential (133-11.00-1.00, 133-11.00-2.00, & 133-11.00-2.01)

Posting of properties subject to public hearings (Burk and/or Schrider-Fox)

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

MILLSBORO TOWN COUNCIL AGENDA

SEPTEMBER 6, 2022

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Mayor's report (cont.)

Update to potential change – §127 of the *Code of the Town of Millsboro* Impact Fees (related to cemeteries) (Burk and/or Niblett)

Revision – §178-7 C(8)(e) of the *Code of the Town of Millsboro* Surety or Guaranty Bond requirements (Niblett and/or Schrider-Fox)

Introduction 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)

Trick-or-treating date for 2022 (Burk)

Christmas Market event at Town Hall (Burk)

Christmas Parade date for 2022 (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.

9/1		Town of Millsboro		
mth		Account Balances		
		August 31, 2022		
Account				Interest
Type	Bank	Purpose	Book Balance	Earned
Checking/Money Market				
	WSFS Bank			
	1	General Account	\$ 3,025,286.94	\$ 2,474.02
	2	Payroll	\$ 238.73	\$ 15.77
	3	Withholding	\$ 47,321.85	\$ 42.25
	4	Municipal Street Aid Fund (MSAF)	\$ 72,111.68	\$ 57.37
	5	Sewer Construction	\$ 2,442,397.16	\$ 1,754.27
	6	State Aid Local Law Enforcement (SALLE)	\$ 4,449.67	\$ -
	7	Emergency Illegal Drug Enforcement (EIDE)	\$ 50.00	\$ -
	8	Sewer Impact	\$ 3,905,274.95	\$ 2,784.41
	9	Water Impact	\$ 456,328.22	\$ 324.61
	10	Building Component Fee	\$ 4,347,246.32	\$ 3,342.93
	14	Transfer Tax 1% (3.75M in "set-asides")	\$ 7,716,036.62	\$ 5,729.35
	15	Fund to Combat Violent Crime (FCVC)	\$ -	\$ -
	16	Police Protection Impact	\$ 2,619.38	\$ 0.15
	17	Transportation/Stormwater Impact	\$ 2,761.16	\$ 0.16
		Bicentennial Beautification Fund	\$ 11,187.59	\$ 8.04
	Total WSFS Bank		\$ 22,033,310.27	\$ 16,533.33
	Citizens Bank			
	12	Transfer Tax Checking	\$ 3.85	
	11	Transfer Tax 1%	\$ 200,295.67	\$ 8.51
		Transfer Tax .5%	\$ 50,101.00	\$ 2.13
	Total Citizens		\$ 250,400.52	\$ 10.64
Total Checking/Money Market			\$ 22,283,710.79	\$ 16,543.97
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 - 7/29/22	\$ 84,476.97	
		WWTP Membrane CD - 7/29/22	\$ 51,502.35	
	Total PNC Bank		\$ 135,979.32	\$ -
Total Certificates of deposit			\$ 142,979.32	\$ -
Total on Hand Cash & CD's			\$ 22,426,690.11	\$ 16,543.97

9/1	Town of Millsboro		Account Balances		July 31, 2022		August 31, 2022		Net Change		Interest Earned	
mth	Account Balances		August 31, 2022		Book Balance		Book Balance		Net Change		Interest Earned	
Account	Type/Bank	Purpose	July 31, 2022		August 31, 2022		Net Change		Interest Earned			
Checking/Money Market			Book Balance		Book Balance		Net Change		Interest Earned			
WSFS Bank												
	1	General Account	\$	2,271,002.41	\$	3,025,286.94	\$	754,284.53	\$	2,474.02		
	2	Payroll	\$	222.96	\$	238.73	\$	15.77	\$	15.77		
	3	Withholding	\$	51,721.97	\$	47,321.85	\$	(4,400.12)	\$	42.25		
	4	Municipal Street Aid Fund (MSAF)	\$	78,063.56	\$	72,111.68	\$	(5,951.88)	\$	57.37		
	5	Sewer Construction	\$	2,440,642.89	\$	2,442,397.16	\$	1,754.27	\$	1,754.27		
	6	State Aid Local Law Enforcement (SALLE)	\$	4,449.67	\$	4,449.67	\$	-	\$	-		
	7	Emergency Illegal Drug Enforcement (EIDE)	\$	4,612.24	\$	50.00	\$	(4,562.24)	\$	-		
	8	Sewer Impact	\$	3,791,506.72	\$	3,905,274.95	\$	113,768.23	\$	2,784.41		
	9	Water Impact	\$	439,003.89	\$	456,328.22	\$	17,324.33	\$	324.61		
	10	Building Component Fee	\$	4,666,590.79	\$	4,347,246.32	\$	(319,344.47)	\$	3,342.93		
	14	Transfer Tax 1% (3.75M in "set-asides")	\$	9,059,212.41	\$	7,716,036.62	\$	(1,343,175.79)	\$	5,729.35		
	15	Fund to Combat Violent Crime (FCVC)	\$	938.46	\$	-	\$	(938.46)	\$	-		
	16	Police Protection Impact	\$	-	\$	2,619.38	\$	2,619.38	\$	0.15		
	17	Transportation/Stormwater Impact	\$	-	\$	2,761.16	\$	2,761.16	\$	0.16		
	Total WSFS Bank	Bicentennial Beautification Fund	\$	11,179.37	\$	11,187.59	\$	8.22	\$	8.04		
	Total		\$	22,807,967.97	\$	22,033,310.27	\$	(785,837.07)	\$	16,533.33		
	Citizens Bank											
	12	Transfer Tax Checking	\$	3.85	\$	3.85	\$	-	\$	-		
	11	Transfer Tax 1%	\$	200,287.16	\$	200,295.67	\$	8.51	\$	8.51		
		Transfer Tax .5%	\$	50,098.87	\$	50,101.00	\$	2.13	\$	2.13		
	Total	Citizens	\$	250,389.88	\$	250,400.52	\$	10.64	\$	10.64		
	Total	Checking/Money Market	\$	23,058,357.85	\$	22,283,710.79	\$	(785,826.43)	\$	16,543.97		
	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											
		WWRP Unrestricted General - 7/29/22	\$	84,475.56	\$	84,476.97	\$	1.41	\$	1.41		
		WWRP Membrane CD - 7/29/22	\$	51,501.08	\$	51,502.35	\$	1.27	\$	1.27		
	Total	PNC Bank	\$	135,976.64	\$	135,979.32	\$	2.68	\$	2.68		
	Total	Certificates of deposit	\$	142,976.64	\$	142,979.32	\$	2.68	\$	2.68		
	Total	on Hand Cash & CD's	\$	23,201,334.49	\$	22,426,690.11	\$	(785,823.75)	\$			

August 2022 Bills

Sum of	Total		
Bank	Vendor	Description	Total
GENERAL	A.E. MOORE JANITORIAL	AUGUST/POLICE	161.33
		AUGUST/WATER	32.76
	A.E. MOORE JANITORIAL Total		194.09
	AD-ART SIGN COMPANY	REPL DAMAGED ROAD SIGN	2,500.00
	AD-ART SIGN COMPANY Total		2,500.00
	ADVANCE AUTO PARTS	HEADLIGHTS-'96 CHEVY	36.78
	ADVANCE AUTO PARTS Total		36.78
	AMAZON.COM LLC	3/8" DRIVE EXTENSION 6"	5.99
		4" BINDER RET'D/DEFECTIVE	(20.17)
		4"-3D HEAVY DUTY BINDERS (6)	121.02
		ASSORTED HIGHLIGHTERS (3)	4.32
		BINDER 4"-REPLACEMENT	20.17
		CAMERA CASE	8.99
		CLEAR FLOOR MATS (2)	221.72
		COMPUTER CASE CARRIER	17.81
		CPR TRAINING BAG MASK	28.95
		DUAL MONITOR STAND	57.00
		FILE ORGANIZER (5 TIER)	23.14
		FLAT DISPLAY PORT CABLE (2)	43.80
		HOME COVID 19 TESTS (10 BOXES)	218.60
		LOGITECH COMPUTER CAMERA	57.99
		PLUS RINSE EYEWASH	27.54
		POSTAGE METER CARTRI (2 PK)	72.45
		POWER CORD - 15 FT	10.79
		SCOTCH TAPE (12 ROLLS)	22.99
		STAPLERS (2)	39.98
		TRODAT REPL INK PADS	32.07
		UNDERWATER CAMERA	69.98
		VINYL OFFICE MATS-RET'D (2)	(91.98)
		WHITEBOARD/CORKBOARD	39.59
	AMAZON.COM LLC Total		1,032.74
	APPLIED CONCEPTS, INC.	ANTENNA RADAR UNIT	2,866.00
		RADAR REPL CABLE/#8405	104.00
	APPLIED CONCEPTS, INC. Total		2,970.00
	ATLANTIC TRACTOR, LLC	BLADES FOR BUSH HOG	87.27
		BLADES/DEERE TRACTOR/WTP	1,224.54
		REPAIR GATOR	3,678.90
		SEAL FOR BUSH HOG	92.64
	ATLANTIC TRACTOR, LLC Total		5,083.35
	AXON ENTERPRISE, INC.	TASER (3) 3RD PAYMENT	1,570.65
		TASERS (12) 4TH PAYMENT	5,724.00
	AXON ENTERPRISE, INC. Total		7,294.65
	BAKER'S HARDWARE CO.	AUG/DOG PARK	16.99
		AUG/SEWER	241.37
		AUG/SEWER EXP OTHER	26.97
		AUG/STR RPR MAINT-VEHICLE/EQUIP	76.92
		AUG/TOWN HALL	42.96
		AUG/WATER	247.89
		AUG/WATER MISC EXPENSE	152.55
	BAKER'S HARDWARE CO. Total		805.65
	BELAIR ROAD SUPPLY	HOSE - WWTP (75)	381.00
		LATERAL RISERS/TOWN HALL PKING LOT	380.06
		PLUMBING PARTS/MEMBRANES	239.27
	BELAIR ROAD SUPPLY Total		1,000.33
	BFPE INTERNATIONAL	ANNUAL INSP/KITCHEN GAS OVEN	144.00

August 2022 Bills

GENERAL	BFPE INTERNATIONAL	POLICE/FIRE EXTING	448.84
		TOWN HALL/FIRE EXTING (2)	14.00
	BFPE INTERNATIONAL Total		606.84
	BURK, JAMIE	CELL PHONE ALLOW-AUG 2022	50.00
		CELL PHONE ALLOW-JULY 2022	50.00
	BURK, JAMIE Total		100.00
	BURKE EQUIPMENT COMPANY	REPAIR KUBOTA	2,091.42
	BURKE EQUIPMENT COMPANY Total		2,091.42
	CALEA	ANNUAL CONTINUATION FEE	4,000.00
	CALEA Total		4,000.00
	CAPITOL CLEANERS	JULY BILLING	358.08
	CAPITOL CLEANERS Total		358.08
	CHESAPEAKE ENVIRONMENTAL	JET VAC-OLD LANDING RD	1,034.29
	CHESAPEAKE ENVIRONMENTAL SERV LLC Total		1,034.29
	CNS OCCUPATIONAL MEDICINE	PHYSICAL-BARRETT 7/5/22	475.00
		PHYSICAL-CABEZAS 6/27/22	475.00
		PHYSICAL-MARSHAIS 7/12/22	475.00
	CNS OCCUPATIONAL MEDICINE OF DE Total		1,425.00
	COASTAL POINT LLC	PUBLIC HEARING-SOMERTON CHASE	46.75
		PUBLIC NOTICE/ANNEX FALLBROOKE	55.25
	COASTAL POINT LLC Total		102.00
	COPQUEST, INC.	UNIFORM CHEVRONS (43)	224.80
	COPQUEST, INC. Total		224.80
	COYNE CHEMICAL CO.	BLEACH	15,488.87
		CAUSTIC	5,862.23
		CAUSTIC BULK	4,426.40
		CES PACL	9,428.50
		CHLORINE	3,735.00
		POLYMER	7,019.47
		ZETAG/POLYMER	5,744.25
	COYNE CHEMICAL CO. Total		51,704.72
	CROSS COMPANY	AWRK633/0619 IRON KIT	1,260.00
		AWRK633/0619/US	1,497.00
		AWRK633/0619-ST	195.00
	CROSS COMPANY Total		2,952.00
	CRW FLAGS, INC.	US FLAGS 5X8 (4)	260.53
	CRW FLAGS, INC. Total		260.53
	CRYSTAL SPRINGS	DELIVERY 7/29, 8/8	59.22
	CRYSTAL SPRINGS Total		59.22
	CUMMINS - WAGNER	AIR DRYER-WTP	1,850.00
		REPAIR AIR DRYER-WWTP 7/30/22	609.00
		REPAIR COMPRESSOR#2-WTP	364.00
	CUMMINS - WAGNER Total		2,823.00
	DAGSBORO STONE DEPOT	STONE	137.00
	DAGSBORO STONE DEPOT Total		137.00
	DATA OBSESSIONS LLC	SEPT 2022 BILL	80.00
	DATA OBSESSIONS LLC Total		80.00
	DELAWARE SOLID WASTE AUTH	473932/SLUDGE	479.40
		474249/TRASH-WWTP	12.75
		474470/SLUDGE	451.35
		476420/SLUDGE	424.15
		476656/TRASH WTP	12.75
		476932/SLUDGE	504.90
		477383/SLUDGE	311.95
		479344/TRASH WWTP	22.10
		482717/SLUDGE	685.95
		483728/SLUDGE	555.05
		485783/SLUDGE	659.60
		486161/TRASH WTP	17.85

August 2022 Bills

GENERAL	DELAWARE SOLID WASTE AUTH	486319/SLUDGE	477.70
	DELAWARE SOLID WASTE AUTHORITY Total		4,615.50
	DENNIS SALES & SERVICE, I	CHLORINE ROLLERS (2)	521.20
	DENNIS SALES & SERVICE, INC. Total		521.20
	DOC SUSSEX COMM CORRECTIO	GRASS CUTTING 6/27	625.00
		GRASS CUTTING 7/11,25	1,400.00
	DOC SUSSEX COMM CORRECTIONS CTR Total		2,025.00
	DUFFIELD ASSOCIATES, INC	88334R/MILLSBORO RIB EXPAN	17,889.50
		88352/RAPID INFIL BASIN IMP-WF	2,574.00
		88353/PLANTA LAKES SUB REV	5,687.04
		88354R3/MILLSBORO MISC-CUPOLA	2,308.00
		88354R3/MILLSBORO MISC-GENERAL	1,850.98
		88354R3/MILLSBORO MISC-SEWER	857.60
		88354R3/MILLSBORO MISC-WTR	368.00
		88354R3B/PS#4 ENVIRON SERV	701.00
		88354RA/FOSTER COMMONS	67.00
		88354RC/WHITE ST WELL ALLOC PERMIT	1,240.00
		88588/MILLSBORO WHITE ST PROD WELL	2,230.95
		88590/MILLSBORO PS#4 DEWATERING	1,727.50
		88592/PLANTA LAKES SUB REV	3,546.80
		88603/RAPID INFIL BASIN IMP-WF	820.75
		88637/MILLSBORO RIB EXPAN	13,186.00
		88648/MILLSBORO MISC	1,045.50
		88648/MILLSBORO MISC-SWR	837.50
		88648A/STANDARD SPEC UPDATE	402.00
		88648B/PS NO.4 ENVIRON SERV	1,804.00
		88648C/WHITE ST WELL ALLO PERMIT	1,132.38
		88648D/FALLBROOKE PRE PLAN	1,537.00
	DUFFIELD ASSOCIATES, INC Total		61,813.50
	ENVIROCORP, INC.	JULY/SEWER	1,436.75
		JULY/WATER	422.50
	ENVIROCORP, INC. Total		1,859.25
	FERGUSON	24" KEYSTONE BUTTERLY	7,230.24
	FERGUSON Total		7,230.24
	FIRENINJA LLC	VESTS-POLICE (21)	886.36
	FIRENINJA LLC Total		886.36
	FISHER AUTO SUPPLY	FUSES-'96 CHEVY	15.06
		FUSES-'96 CHEVY RETURNED	(15.06)
		LIGHT BULBS-BACKHOE	3.27
		MINI FUSE ASST 100 PC	13.63
	FISHER AUTO SUPPLY Total		16.90
	FOX ROTHSCHILD LLP	JULY BILLING THROUGH 7/31/22	1,162.50
	FOX ROTHSCHILD LLP Total		1,162.50
	GALLS, LLC,	BARRIER TAPE/VEHICLE 8408	18.40
		CAMPAIGN HAT F/J. WHARTON	119.92
		CAMPAIGN HAT/ZUBROWSKI	152.98
		CAMPAIGN HAT-DUFOUR	133.91
		CAMPAIGN HAT-REVEL	136.98
		GEAR BAG/VEHICLE #8408	59.80
		LEG IRONS	44.99
		LEG IRONS/VEHICLE 8408	39.60
		LIEUTENANT BARS/MOYER	8.70
		NAMEPLATE/MOYER	9.99
		DUTY BELT/FORESTER	103.71
	GALLS, LLC, Total		828.98
	GANNETT FLEMING	RT 24 SANITARY SWR REPLAC	3,015.00
	GANNETT FLEMING Total		3,015.00
	GEORGE, MILES & BUHR, LLC	ATKINS PK DRAINAGE IMPROV	1,090.00
		FOSTER COMMONS ONSITE INSPEC	2,260.63

August 2022 Bills

GENERAL	GEORGE, MILES & BUHR, LLC	PLANTA LAKES ONSITE INSPEC	342.25
		STATE ST SIDEWALK REPLAC	110.00
	GEORGE, MILES & BUHR, LLC Total		3,802.88
	GIORDANO, DELCOLLO, WERB	REF OVERPAYMENT IRRIGATION-ADD'L	29.90
	GIORDANO, DELCOLLO, WERB & GAGNE Total		29.90
	GOODE CLEANING LLC	SEPT CLEANING-POLICE DEPT	585.00
		SEPT CLEANING-TOWN HALL	892.00
	GOODE CLEANING LLC Total		1,477.00
	GRAVES UNIFORMS	CHUCKA BOOTS-FORESTER	74.40
		CHUCKA BOOTS-SHOCKLEY	74.40
	GRAVES UNIFORMS Total		148.80
	HENNINGER PRINTING COMPAN	WINDOWLESS ENVELOPES-2 BOXES	85.00
	HENNINGER PRINTING COMPANY Total		85.00
	HILLS' ELECTRIC MOTOR SER	12 HP FLYGT PUMP	7,469.20
		PERMEATE PUMP 5HP	1,412.03
		REPAIR PUMP	702.59
	HILLS' ELECTRIC MOTOR SERVICE Total		9,583.82
	HILYARD'S INC	2022-2023 YEARLY MAINT AGREEMENT	782.63
		SHARP COPIER/TOWN HALL	12,456.25
		SHREDDER	1,938.75
	HILYARD'S INC Total		15,177.63
	HIRERIGHT, LLC	SAMPLE DRAW-7/25/22	83.30
	HIRERIGHT, LLC Total		83.30
	HOPKINS CONSTRUCTION CO.	JETTING LINE AT PARK/FIREHOUSE	1,400.00
		JETVAC PS #2 8/23/22	2,300.00
		JETVAC-ALL PUMP STATIONS	2,100.00
		PUMP RENTAL 7/4/22-8/1/22	764.94
		PUMP RENTAL 8/2/22-8/30/22	764.94
		PUMP RENTAL-FARM 7/8/22-8/5/22	1,373.90
		PUMP RENTAL-FARM 8/6/22-9/3/22	1,373.90
	HOPKINS CONSTRUCTION CO. Total		10,077.68
	IN & OUT CAR CARE	110789/2021 FORD POLICE INTRCPTR	54.15
		111127/2017 FORD POLICE INTRCPTR	54.15
		111142/2019 FORD POLICE INTRCPTR	54.15
		111207/2020 FORD POLICE INTRCPTR	153.22
	IN & OUT CAR CARE Total		315.67
	INDEPENDENT NEWSMEDIA INC	POLICE STATION READVERTISE	123.63
	INDEPENDENT NEWSMEDIA INC. USA Total		123.63
	INNOVATIVE TREATMENT PROD	UPGRADE MEMBRANE CAPS WWTP	16,500.00
	INNOVATIVE TREATMENT PRODUCTS, INC. Total		16,500.00
	KERSHNER ENVIROMENTAL	(4) BUFFERS/IRON ANALYZER	612.00
		CAVITY PUMP FOR LIME (3)	14,412.93
		CAVITY PUMP FOR POLYMER (3)	17,021.52
		FREIGHT ESTIMATE	963.41
		LIME HOSES (3)	2,604.50
		LIME PUMP RING W/SWITCH (3)	7,518.75
	KERSHNER ENVIROMENTAL Total		43,133.11
	L/B WATER SERVICE INC	SUPPORT PROG-10/27/22 TO 10/26/23	2,560.75
	L/B WATER SERVICE INC Total		2,560.75
	LAWN DOCTOR OF SUSSEX COU	FERTILIZE GRASS-DOG PARK	294.10
		FERTILIZE GRASS-TOWN HALL	175.65
	LAWN DOCTOR OF SUSSEX COUNTY Total		469.75
	LENCRAFT, L.L.C.	2776-B-010166	2,260.00
		2785 B-010167	2,260.00
	LENCRAFT, L.L.C. Total		4,520.00
	LOWE'S	100 FT ROPE	21.84
		5 TIER SHELVING - (3)	424.65
		ROPE (2)	15.16
		SANDPAPER/FILES	37.64

August 2022 Bills

GENERAL	LOWE'S	SANTA HOUSE REPAIRS	820.79
		SCREWDRIVER 12 PC SET	18.99
		SPRING SNAPS (2)	9.08
		TOOLS FOR WWTP	48.83
		TORCH KIT & PROPANE-BAL DUE	0.01
		WASP SPRAY-WWTP	10.98
	LOWE'S Total		1,407.97
	LYWOOD ELECTRIC, INC.	REPAIR AIR COMPRESSOR	1,350.20
		REPAIRS WWTP-MEMBRANES	2,127.27
		REPL UPS FOR GENERATOR-WWTP	767.82
		RESET WELL #5 - WTP	380.00
		RPR DIALER RFPs/WWTP RPRS	2,827.89
		RPR INFLUENT PUMP	760.00
		WWTP VARIOUS REPAIRS	11,454.42
	LYWOOD ELECTRIC, INC. Total		19,667.60
	MANLOVE AUTO PARTS	CAR WASHING BRUSHES	29.98
		WINDSHIELD WIPERS- (2)	32.87
	MANLOVE AUTO PARTS Total		62.85
	MID-ATLANTIC WASTE SYSTEM	REPAIR STREET SWEEPER	10,770.85
	MID-ATLANTIC WASTE SYSTEMS Total		10,770.85
	MOTOROLA	EVIDENCE LIBRARY-4/1-4/30/22	201.39
		MOTOROLA IN-CAR RADIO	1,176.79
		REVERSAL OF OPEN WG AR CONVERSION	(191.24)
	MOTOROLA Total		1,186.94
	MURRAY PHILLIPS, P.A.	REF OVERPAYMENT IRRIGATION	126.75
	MURRAY PHILLIPS, P.A. Total		126.75
	NATIONAL PEN COMPANY	PENS-ROSE GOLD TRIM (200)	210.94
	NATIONAL PEN COMPANY Total		210.94
	NEWS JOURNAL COMPANY	POLICE STATION READVERTISE	558.80
	NEWS JOURNAL COMPANY Total		558.80
	NORMAN LAW FIRM	REF OVERPAYMENT WTR/SWR	307.58
	NORMAN LAW FIRM Total		307.58
	NORTHERN TOOL & EQUIPMENT	RENEWED 1 YEAR ADVANTAGE	39.99
	NORTHERN TOOL & EQUIPMENT Total		39.99
	O'BRIEN, SEAN-STEPHEN	BOOTS-O'BRIEN FY23	79.47
	O'BRIEN, SEAN-STEPHEN Total		79.47
	OCEAN MEDICAL IMAGING	CHEST X-RAY - CABEZAS	81.00
		CHEST X-RAY - MARCHAIS	81.00
		CHEST X-RAY-BARRETT	81.00
	OCEAN MEDICAL IMAGING Total		243.00
	OFFICER STORE	GLOCK ENGRAVING	25.00
		GLOCK ENGRAVING (2)	50.00
	OFFICER STORE Total		75.00
	ONE CALL CONCEPTS, INC.	AUGUST 2022 BILLING	182.58
		JULY 2022 BILLING	116.75
	ONE CALL CONCEPTS, INC. Total		299.33
	PETALS & TREASURES	FLOWER ARRANGEMENT-WEATHERBY	50.00
	PETALS & TREASURES Total		50.00
	POLICE AND SHERIFFS PRESS	I.D. CARD - KEIL	17.58
		ID CARD - O'BRIEN	17.58
	POLICE AND SHERIFFS PRESS Total		35.16
	POSTMASTER	TAX BILLING	691.42
	POSTMASTER Total		691.42
	PROGRESSIVE MICROTECHNOLOGY	PMI EVIDENCE TRACKER	695.00
	PROGRESSIVE MICROTECHNOLOGY INC Total		695.00
	PTA / DELVAL INC.	COMMERCIAL (2)	900.00
		NEW DWELLINGS (50)	2,500.00
		NEW PARCELS (4)	120.00
		RESIDENTIAL ADDITIONS (81)	2,025.00

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August 2022 Bills

GENERAL	PTA / DELVAL INC. Total		5,545.00
	QUALITY EXTERIORS, INC.	ROOF REPAIR/TOWN HALL	300.00
	QUALITY EXTERIORS, INC. Total		300.00
	QUILL CORPORATION	(2) COPY PAPER	69.98
		2023 MONTHLY PLANNER	23.41
		5" BINDERS (5)	106.20
		5" D-RING BINDER (2)	29.48
		AVERY LABELS-#5630	63.98
		BINDERS (2)	67.98
		BLACK TONER	156.20
		COPY PAPER (2)	62.34
		CORRECTION TAPE (10-PK)	15.96
		FILE FOLDERS (1 BX)	14.15
		FLASH DRIVE (5 PACK)	19.94
		FLASH DRIVES (5 PACK)	19.94
		LAMINATING POUCHES (1 BX)	45.11
		PAPERMATE PENS (36-PK)	9.12
		PORTABLE USB EXTERNAL HARD DRIVE	48.58
		STENO BOOKS (1 DZ)	19.08
	QUILL CORPORATION Total		771.45
	RILEIGHS OUTDOOR DECOR	FACE PLATE W/BANDS (42)	2,017.43
	RILEIGHS OUTDOOR DECOR Total		2,017.43
	RSC LANDSCAPING	LIQUID FEED/WINDOW BOXES-RT 24	200.00
		RPR MILLSBORO GARDEN	2,284.99
		WINDOW BX PLANTINGS-RT 24 BRIDGE	1,106.00
	RSC LANDSCAPING Total		3,590.99
	S&S REPAIR INC	OIL CHG-2020 F250 (GREG'S TRUCK)	118.46
		REPAIR AC/'96 CHEVY	807.20
	S&S REPAIR INC Total		925.66
	SHORT, GREG	BOOTS-SHORT FY23	150.00
	SHORT, GREG Total		150.00
	SIRCHIE FINGER PRINT	EVIDENCE BAG	78.23
		FIRST AID KIT	18.30
		NARK PATROL KIT	37.05
		PATROL LATENT PRINT KIT	38.32
	SIRCHIE FINGER PRINT Total		171.90
	STATE OF DELAWARE	APC-2009/0108 CONST OPER	125.00
	STATE OF DELAWARE Total		125.00
	STEEN, WAEHLER & SCHRIDER	JULY 2022 BILLING	7,588.02
	STEEN, WAEHLER & SCHRIDER-FOX Total		7,588.02
	STOP STICK LTD	9FT STOP STICK/2 SETS	970.00
	STOP STICK LTD Total		970.00
	UNITED ELECTRIC SUPPLY-DA	AUTOMATION SUPPORT CONTRACT	6,247.00
	UNITED ELECTRIC SUPPLY-DAGS Total		6,247.00
	URS CORPORATION	2000649621/PLANTA LAKES AMEND SITE PLA	3,640.92
		2000650284/FALLBROOKE REVIEW	1,069.32
		2000650782/MILLSBORO BLDG INSPEC	27,225.19
		2000650788/MILLSBORO GEN SERV	9,707.77
		2000656917/PLANTA LAKES PKING PROJ	238.71
		2000656969/FALLBROOKE REVIEW	1,507.50
		2000661366/MILLSBORO BLDG INSPEC	24,489.41
	URS CORPORATION Total		67,878.82
	USA BLUEBOOK	BLEACH PUMP HOSES (3)	234.47
		CHLORINE PUMP ROLLER/WWTP	749.19
		CHOCK BLOCK	122.37
		ELECTRICAL KITS (2)	103.90
		FLOATS FOR PS (2)	177.90
		FLUKE-CLAMP ON METER (2)	572.38
		HARD HATS (4)	83.00

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August 2022 Bills

GENERAL	USA BLUEBOOK	LOG BOOK-2PK (6)	165.70
		MAGNETS (2)	33.90
		MANHOLE HOOK (2)	139.42
		NIGHT SIGN W/2 FLAGS (2)	352.50
		QUADRA FLEX V (2)	537.90
		SAFETY GLASSES (10)	49.90
		SAFETY TRIANGLE	47.90
		STOP/SLOW 18IN PADDLE (2)	81.50
		YELLOW MESH VESTS (4)	95.40
		Y-TYPE COVER WRENCH (2)	57.90
	USA BLUEBOOK Total		3,605.23
	WATCH GUARD VIDEO	ANNUAL STORAGE-1/1/22 TO 12/31/22	5,880.00
		CR DUE FROM PAST INVOICES	(916.48)
	WATCH GUARD VIDEO Total		4,963.52
	WISE, VONSHEA	BWI PARKING- NOVA'S TRAINING EVENT	72.00
		UBER-HOTEL TO AIRPORT	44.29
	WISE, VONSHEA Total		116.29
GENERAL Total			422,414.80
WITHHOLDING	TEAMSTERS LOCAL 326	SEPT 2022 BILLING	1,228.00
	TEAMSTERS LOCAL 326 Total		1,228.00
WITHHOLDING Total			1,228.00
SALLE	MOTOROLA	MOTOROLA IN-CAR RADIO	4,399.67
	MOTOROLA Total		4,399.67
SALLE Total			4,399.67
BUILDING COMP	DAVIS, BOWEN & FRIEDEL, I	2022A005.D01/DESIGN DEV/POLICE	3,050.00
		2022A005.E01/PROCURE & CONSTRUC PHASE	16,793.10
	DAVIS, BOWEN & FRIEDEL, INC. Total		19,843.10
	DOVETAIL CULTURAL RESOURC	ARCHAEOLOGICAL SURVEY	9,331.36
	DOVETAIL CULTURAL RESOURCE GROUP Total		9,331.36
	DUFFIELD ASSOCIATES, INC	88354R3D/POLICE STATION	2,831.25
		88648E/POLICE STATION	2,145.50
	DUFFIELD ASSOCIATES, INC Total		4,976.75
BUILDING COMP FEE Total			34,151.21
Grand Total			462,193.68

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August 2022 Prepays

Sum of Bank	Total Check No	Date	Payee	Description	Total
GENEF	21614	8/3/2022	FUELMAN	JULY/GENERAL	352.88
				JULY/SEWER	2,330.75
				JULY/STREET	511.05
				JULY/WATER	987.88
	21614 Total				4,182.56
	21615	8/3/2022	FUELMAN	JULY/POLICE	4,718.56
	21615 Total				4,718.56
	21616	8/3/2022	GOODE CLEANING LLC	AUG CLEANING - POLICE	585.00
				AUG CLEANING - TOWN HALL	892.00
	21616 Total				1,477.00
	21617	8/3/2022	MAGNOLIA MEADOWS HOM	30 FT UTILITY/CONSTRUC EASEMEN	11,250.00
				30FT UTILITY/CONSTRUC EASEMENT	11,250.00
	21617 Total				22,500.00
	21618	8/3/2022	McKENZIE PAVING INC.	BLACKTOP TH PARKING LOT-BAL DU	24,500.00
	21618 Total				24,500.00
	21619	8/10/2022	DIVISION OF PUBLIC H	WTR LICENSE APPLI-CORPUS	100.00
	21619 Total				100.00
	21620	8/10/2022	MAIL MOVERS	JULY TAX BILLING	123.80
	21620 Total				123.80
	21621	8/10/2022	MEDIACOM - DELAWARE	BILLING 7/23/22-8/22/22	269.95
	21621 Total				269.95
	21622	8/10/2022	MEDIACOM - DELAWARE	8/10/22-9/9/22 WWTP	215.99
	21622 Total				215.99
	21623	8/10/2022	ST OF DE DIVISION OF	APPL CERT WWTP OPERATOR	50.00
	21623 Total				50.00
	21624	8/10/2022	VERIZON	SEWER/AUGUST INTERNET	98.99
	21624 Total				98.99
	21625	8/10/2022	VERIZON CONNECT NWF,	JULY 2022 BILLING	145.71
	21625 Total				145.71
	21626	8/10/2022	VERIZON WIRELESS	6/29-7/28/22-POLICE	728.56
				6/29-7/28/22-AVA	79.98
				6/29-7/28/22-VOCA	39.99
	21626 Total				848.53
	21627	8/10/2022	WASTE MANAGEMENT	JULY 2022 BILLING	535.90
				JULY 2022 DELIVER 8YD DUMPSTEF	215.00
				JULY 2022 PRORATED CHG 6YD DUM	6.45
				JULY 2022-REMOVE 6YD DUMPSTER	215.00
	21627 Total				972.35
	21628	8/17/2022	DHR FINANCIAL SERVIC	SEPTEMBER/GENERAL	8,533.15
				SEPTEMBER/POLICE	28,228.08
				SEPTEMBER/SEWER	11,802.16
				SEPTEMBER/WATER	4,645.15
	21628 Total				53,208.54
	21629	8/17/2022	DOMINION NATIONAL	SEPTEMBER 2022 BILLING	79.90
	21629 Total				79.90
	21630	8/17/2022	GRANITE TELECOMMUNIC	BRANDYWINE/AUGUST	29.45
				CUPOLA/AUGUST	36.18
				MILLWOOD/AUGUST	44.67
				PLANTATION/AUGUST	31.77
				POLICE/AUGUST	332.02
				RADISH FARM/AUGUST	58.33
				RETREAT/AUGUST	31.68
				SEWER/AUGUST	6.83
				TOWN HALL/AUGUST	105.03
				WATER/AUGUST	48.56
				WHARTON'S BLUFF/AUGUST	48.85
	21630 Total				773.37
	21631	8/17/2022	VERIZON	SWR/AUG DSL LINE	24.09
	21631 Total				24.09

August 2022 Prepaids

GENEF	21632	8/17/2022	WSFS BANK VISA	AMAZON-REPL BATTERY VEHICLE 84	43.48
				AT&T CREDIT M&T PS ALARM	(25.60)
				AT&T CREDIT-CHURCH ALLEY PS AI	(25.60)
				AT&T CREDIT-HUNTER'S POINT PS	(25.60)
				AT&T CREDIT-M&T PS ALARM-MITC	(25.60)
				AT&T CREDIT-OLD LANDING PS WTE	(25.60)
				BETHANY BLUES-EXPENSE YOUTH AC	1,736.00
				BJ'S-EXPENSE FROM YOUTH ACADEM	191.00
				BJ'S-PAPER TOWELS/WTP	35.98
				BJ'S-PAPER TOWELS/WWTP	35.98
				BJ'S-WTR & GATORADE/WTP	18.88
				BJ'S-WTR & GATORADE/WWTP	18.89
				CRLEAA-TRAINING/MEMBERSHIP DUF	25.00
				EASTSIDE CARWASH	62.40
				EYE WORX INC-RECRUIT CABEZAS	117.00
				EYE WORX INC-RECRUIT MARCHAIS	117.00
				EZ PASS DE	25.00
				HOLIDAY INN/CVSA RECERT-MOYER	441.03
				INDEED	60.00
				MSFT-SERVER EMAIL	183.50
				RITE AID-GET WELL CARD	4.99
				SLEEP INN/ASP RECERT-ROGERS &	299.20
				USPS-CERTIFIED/RETURN MAIL	21.16
				WAWA-EMPL OF MONTH-JONES	50.00
	21632 Total				3,358.49
	21633	8/23/2022	LEWES, CITY OF	(5) SCAT DINNER - LEWES	185.00
	21633 Total				185.00
	21634	8/23/2022	DELAWARE ELECTRIC CO	GRAVEL HILL RD-JULY	22.15
				HARDSCRABBLE RD/PUMP WWTP-JULY	86.42
				HARDSCRABBLE/WTR TOWER-JULY	21.30
				HARDSCRABBLE-15752561-JULY	987.93
				WHARTON'S BLUFF-JULY	53.78
	21634 Total				1,171.58
	21635	8/23/2022	DELMARVA POWER	AUGUST/CIVIC	188.61
				AUGUST/MEDIAN	112.36
				AUGUST/PARK	127.49
				AUGUST/POLICE	1,016.66
				AUGUST/RR AVE GARAGE	38.00
				AUGUST/SEWER	14,997.78
				AUGUST/TOWN	1,560.25
				AUGUST/WATER	3,829.19
				AUGUST/WB ATKINS BALLPARK	392.84
	21635 Total				22,263.18
	21636	8/23/2022	PRINCIPAL LIFE INSUR	SEPT 2022 BILLING	1,086.58
	21636 Total				1,086.58
	21637	8/23/2022	SUSSEX COUNTY ASSOC	SCAT BREAKFAST-BURK & LINGO	22.00
	21637 Total				22.00
	21638	8/30/2022	EYE MED	SEPT/GENERAL (HIGH)	151.70
				SEPT/POLICE (HIGH)	258.06
				SEPT/SEWER (HIGH)	129.86
				SEPT/WATER (HIGH)	55.92
	21638 Total				595.54
	21639	8/30/2022	EYE MED	SEPT/POLICE (LOW)	29.91
				SEPT/SEWER	7.82
				SEPT/WATER	2.61
	21639 Total				40.34
	21640	8/30/2022	DELTA DENTAL OF DELA	JULY/POLICE - REIMB	129.74
	21640 Total				129.74
	21641	8/30/2022	DELTA DENTAL OF DELA	AUGUST/GENERAL	473.59
				AUGUST/POLICE	1,451.30
				AUGUST/SEWER	512.15
				AUGUST/WATER	210.18
	21641 Total				2,647.22

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August 2022 Prepays

GENEF	21642	8/30/2022	DELTA DENTAL OF DELA	SEPT/GENERAL	473.59	
				SEPT/POLICE	1,249.68	
				SEPT/SEWER	512.15	
				SEPT/WATER	210.18	
	21642 Total				2,445.60	
	21643	8/30/2022	MEDIACOM - DELAWARE	BILLING 8/23/22-9/22/22	269.95	
	21643 Total				269.95	
	21644	8/30/2022	MEDIACOM - DELAWARE	SEPT BILL - TOWN HALL	135.90	
	21644 Total				135.90	
	21645	8/30/2022	VERIZON WIRELESS	7/21-8/20/22 SEWER	640.63	
				7/21-8/20/22 WATER	160.16	
	21645 Total				800.79	
	3077239	8/16/2022	PAYROLL, TOWN OF MIL	PR WK 08-19-2022	44,310.87	
	3077239 Total				44,310.87	
	4307732	8/9/2022	T.O.M. WATER IMPACT	JULY 2022 BLDG PERMITS	16,999.72	
	4307732 Total				16,999.72	
	8232022	8/23/2022	FP MAILING SOLUTIONS	8/23/22-POSTAGE	2,000.00	
	8232022 Total				2,000.00	
	12678299	8/2/2022	PAYROLL, TOWN OF MIL	PR WK 08-05-2022	48,692.69	
	12678299 Total				48,692.69	
	27051101	8/2/2022	WITHHOLDING, TOWN OF	PR WK 08-05-2022	30,305.46	
	27051101 Total				30,305.46	
	55891053	8/9/2022	T.O.M.BUILDING FD 02	JULY 2022 BLDG PERMITS	12,802.00	
	55891053 Total				12,802.00	
	64343062	8/9/2022	T.O.M. SEWER IMPACT	JULY 2022 BLDG PERMITS	110,983.82	
	64343062 Total				110,983.82	
	68009157	8/23/2022	WITHHOLDING, TOWN OF	PR WK 08-26-2022	26,431.41	
	68009157 Total				26,431.41	
	70457205	8/16/2022	WITHHOLDING, TOWN OF	PR WK 08-19-2022	27,974.03	
	70457205 Total				27,974.03	
	71015435	8/9/2022	T.O.M. POLICE PRO IM	JULY 2022 BLDG PERMITS	2,619.23	
	71015435 Total				2,619.23	
	83401992	8/9/2022	WITHHOLDING, TOWN OF	PR WK 08-12-2022	28,456.87	
	83401992 Total				28,456.87	
	87326743	8/23/2022	PAYROLL, TOWN OF MIL	PR WK 08-26-2022	41,464.83	
	87326743 Total				41,464.83	
	98998394	8/9/2022	PAYROLL, TOWN OF MIL	PR WK 08-12-2022	51,053.12	
	98998394 Total				51,053.12	
	99880853	8/9/2022	T.O.M. TRANSP/SW IMP	JULY 2022 BLDG PERMITS	2,761.00	
	99880853 Total				2,761.00	
	GENERAL Total				596,296.30	
	WITHE	2236	8/5/2022	DIVISION OF REVENUE	PR WK 08-05-2022	3,263.20
	2236 Total				3,263.20	
	3768	8/26/2022	DIVISION OF REVENUE	PR WK 08-26-2022	2,789.14	
	3768 Total				2,789.14	
	5306	8/3/2022	TEAMSTERS LOCAL 326	AUG 2022 BILLING	868.00	
	5306 Total				868.00	
	5307	8/17/2022	AFLAC	AUGUST 2022 BILLING	2,055.36	
	5307 Total				2,055.36	
	5308	8/17/2022	LEGAL SHIELD	AUGUST 2022 BILLING	302.10	
	5308 Total				302.10	
	32531	8/12/2022	DIVISION OF REVENUE	PR WK 08-12-2022	3,288.23	
	32531 Total				3,288.23	
	33611	8/19/2022	DIVISION OF REVENUE	PR WK 08-19-2022	2,955.24	
	33611 Total				2,955.24	
	7312730	8/18/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00	
	7312730 Total				75.00	
	8022022	8/2/2022	DPERS	JULY/POLICE	21,365.97	
				JULY/TOWN	12,605.52	
	8022022 Total				33,971.49	
	41478411	8/19/2022	GF PASS THRU 941/CD	PR WK 08-19-2022	16,276.64	
	41478411 Total				16,276.64	
	50943810	8/23/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS	75.00	

August 2022 Prepaids

WITHHO: 50943810 Total					75.00
53946515	8/11/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS		75.00
53946515 Total					75.00
68525441	8/4/2022	MISSIONSQUARE RETIRE	457B CONTRIBUTIONS		75.00
68525441 Total					75.00
80955792	8/5/2022	GF PASS THRU 941/CD	PR WK 08-05-2022		18,060.52
80955792 Total					18,060.52
92583198	8/26/2022	GF PASS THRU 941/CD	PR WK 08-26-2022		15,293.48
92583198 Total					15,293.48
93970778	8/12/2022	GF PASS THRU 941/CD	PR WK 08-12-2022		18,152.80
93970778 Total					18,152.80
WITHHOLDING Total					117,576.20
MSAF 1636	8/23/2022	DELMARVA POWER	AUGUST/MAGNOLIA		586.95
			AUGUST/MILL LANDING		244.55
			AUGUST/STREETS		5,177.75
1636 Total					6,009.25
MSAF Total					6,009.25
EDIE 12446489	8/29/2022	GENERAL FUND, TOWN O	D-06-22 PR 6/1,6/2,6/3,6/4,8/2		4,562.24
12446489 Total					4,562.24
EDIE Total					4,562.24
FUND 7135567	8/9/2022	GENERAL FUND, TOWN O	GLOBAL PUBLIC/REIMB BANK 1		938.46
7135567 Total					938.46
FUND TO COMBAT VIOLENT CRIME Total					938.46
Grand Total					725,382.45

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

TRAINING

1. August 1st – 5th, Cpl. Jonathan Zubrowski attended Active Shooter training, hosted by the Ocean View Police Department.
2. August 1st – 5th, Shea Wise attended a Victim Services training conference in Colorado. Funding for this training conference was provided by the Delaware Criminal Justice Council.
3. August 11th, Cpl. Seth Bullock attended “Youth Crimes” training at the Delaware State Police Academy.
4. August 15th – 18th, Lt. David Moyer and Sgt. Matthew Dufour attended Computer Voice Analyzer Re-certification training at Blackwood, New Jersey.
5. August 16th – 17th, Sgt. Rogers and Cpl. Zubrowski attended “Baton Instructor Re-certification” training in Lynchburg, Virginia.
6. August 25th -26th, Sgt. Rogers, and Cpl. Zubrowski attended “School Crisis Reunification” training.
7. August 29th through September 2nd, Ptlm. Guevarez attended “DUI & Intoxilyzer,” training hosted by the Delaware State Police Academy.

CALEA UPDATE

The CALEA conference for the Millsboro Police Departments re-accreditation assessment, is scheduled for November 16th – 19th in St. Louis, Missouri.

Personnel Update

1. At this meeting a request will be made for Town Council to approve the proposed changes to the Millsboro Police Department Policies. These proposed policy changes are following:
 - a. Policy # 3 Job Descriptions (Addition of Senior Corporal rank)
 - b. Policy #51 Promotional Process (Senior Corporal promotion process).

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

Community Event

1. There were no community scheduled events for the month of August.

Below is a reminder of all upcoming community events:

- a. September 10th - (0900- 1300 hrs.) Millsboro Bicycle Rodeo (Lowes Parking Lot) **Rain Date**
- b. October 31st (6pm – 8pm) Millsboro Halloween Night Out (Millsboro Town Hall).

Grant Applications

No grant applications to report at this time.

Roadway Closures/ Updates

At this meeting an update will be provided regarding the Main St. and Washington St. repaving project.

BENEFICIAL REUSE
WATER SERVICE AGREEMENT

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

BETWEEN

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

AND

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

RECITALS

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

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

1. **Sussex Central High School Irrigation System.** The Town and School District agree to collaborate and cooperate with each other in order to apply for loans and/or grants that will cover costs and expenses incurred for the design, permitting, construction, installation and/or inspection of an irrigation system for the Sussex Central High School property identified as Sussex County Tax Map and Parcel Nos. 133-11.00-105.00 and 133-7.00-8.01, located at 26026 Patriots Way and 26021 Patriots Way, Georgetown Delaware, respectively (hereinafter referred to as the “**Property**”).
 - A. The irrigation system shall be comprised of a booster pumping station, controls, underground piping, and a multi-zone network of “pop-up” style irrigation nozzles.
 - B. Water for the irrigation system shall be supplied by the Town’s beneficial reuse water system through a connection to a beneficial reuse main (BRM) (whose diameter will be determined during design) that will be extended from the Town’s White Farm Wastewater Treatment Plant (WWTP) to the Property line. The Town shall be responsible for costs and expenses incurred for the design, permitting, construction, installation, maintenance and inspection of the BRM from its White Farm WWTP to the School District property line.
 - C. Design and construction of the irrigation system shall be performed in such a manner as to result in the least possible inconvenience to the School District. Such plans shall be provided by Town to School District for approval prior to construction, which approval shall not be unreasonably withheld. After construction of the irrigation system, all earth shall be replaced and the Property restored to the condition it was in prior to construction, consistent with good engineering practices.
 - D. In the event the parties are not able to obtain loans and/or grants that will cover all of the costs and expenses incurred for the design, permitting, construction, installation, maintenance and/or inspection of an irrigation system, the parties shall meet and confer with regard to either proceeding with this Agreement or the Agreement shall terminate.
2. **Transfer of Ownership to School District.** Upon completion and final acceptance of the irrigation system by the Town, the Town shall execute, or cause to be executed, documents to transfer ownership of all irrigation system components (except for remote telemetry devices and SCADA network components specifically described in paragraph 3. below) to the School District, free and clear of all liens, claims, encumbrances and restrictions. Upon transfer of ownership, the School District shall be responsible for the lawful operation, maintenance, repair and replacement of all irrigation system components. School District ownership shall begin immediately downstream of the master shut off valve (which shall be located on the property line and which shall be owned and maintained by the Town) that isolates the booster pump suction line from the

Town's beneficial reuse main and shall include:

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

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

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

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behalf of the School District, or from any personal injury or property damage resulting from or arising out of the School District's use of the irrigation system in violation of this Agreement and/or the conditions of the system's DNREC land application permit.

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

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

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

9. **Liability Insurance.**

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

B. The Town agrees to keep in full force and effect, a policy of public liability insurance covering all aspects of this Agreement and the Town's provision of reuse water

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

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

default and a material breach of this Agreement.

16. **Town's Remedies in Event of School District's Default.** The Town's remedies upon the School District's default are as follows:
 - A. If the School District breaches any term, covenant, condition, agreement or other provision of this Agreement or otherwise defaults according to the terms stated in paragraph 15 above, and the School District fails to cure said breach within ten (10) days after written notice to the School District from the Town specifying said breach, the Town, at its option, may declare this Agreement terminated without further demand or notice.
 - B. **School District's Liability for Costs and Fees upon Default.** It is specifically agreed by the School District that it shall be liable to the Town for all damages, losses, and costs incurred by the Town as a result of any default by the School District, including, but not limited to: (i) costs of suit; (ii) reasonable expert and attorneys' fees; and (iii) penalties and fines imposed by State or other regulatory agencies (if any).
17. **School District's Remedies in Event of Town's Default.** The School District's remedies upon the Town's default are as follows:
 - A. If the Town breaches any term, covenant, condition, agreement or other provision of this Agreement or otherwise defaults according to the terms stated in paragraph 15 above, and the Town fails to cure said breach within ten (10) days after written notice to the Town from the School District specifying said breach, the School District, at its option, may declare this Agreement terminated without further demand or notice.
 - B. **Town's Liability for Costs and Fees upon Default.** It is specifically agreed by the Town that it shall be liable to the School District for all damages, losses, and costs incurred by the School District as a result of any default by the Town, including, but not limited to: (i) costs of suit; (ii) reasonable expert and attorneys' fees; and (iii) penalties and fines imposed by State or other regulatory agencies (if any).
18. **Waiver of Breach.** No waiver of any breach or breaches of any provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision or of any other provision hereof.
19. **Assignment.** Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the parties without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and personal representatives.

Nothing expressed or referred to in this Agreement is intended as or shall be construed to give any person other than the parties hereto or their respective heirs, successors, personal representatives and assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the parties hereto that this Agreement is for the sole and exclusive benefit of such parties or such heirs, successors, personal representatives and assigns and for no other persons.

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

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

THE TOWN OF MILLSBORO:

Attest: _____ (SEAL)
Secretary

_____ (SEAL)
Mayor

INDIAN RIVER SCHOOL DISTRICT

By: _____ (SEAL)
Superintendent

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Rutherford Plaza Building • Suite 300
7133 Rutherford Road
Baltimore, MD 21244-2718
P 443.348.2017 | F 410.298.3940

gannettfleming.com

August 16, 2022

Ms. Carrie A. Kruger, PE
Town Engineer
Town of Millsboro
322 Wilson Highway
Millsboro, Delaware 19966
(Via Email)

**Subject: Town of Millsboro – Route 24 Sanitary Sewer Replacement
Additional Engineering Services**

Dear Ms. Kruger:

Gannett Fleming, Inc. (GF) appreciates the opportunity to provide the Town of Millsboro (Town) with this request for additional engineering services provided during design of the Route 24 Sanitary Sewer Replacement and Bid Phase and Post Award Services to be provided.

PART 1 - ADDITIONAL ENGINEERING SERVICES DURING DESIGN

BACKGROUND AND PROJECT UNDERSTANDING

The Town has retained GF to address surcharging of Manhole #6 believed to be caused by an obstruction or pipe belly between manholes #5 and #6. Upon investigations this pipe was determined to have adverse slope and a new alignment is required to address the issue. The new alignment is proposed to be installed beneath Route 24 by bore and jack and requires utility and temporary construction easements for two properties.

As part of the original scope, our surveyor subconsultant, Karins and Associates (Karins), provided the following services:

- Topographic and Location of existing conditions (Observable)
- Benchmark and control for the work area
- Invert elevations of existing features as depicted in sketch provided
- AutoCAD drawing of existing features within survey area
- Easement exhibits for two properties as directed by the Town



Due to slope constraints of the existing alignment, further investigations were required to resolve utility conflicts and confirm clearance of the bore and jack for the proposed design. Additionally, the Town requested additional construction easement area to give the contractor additional flexibility and reduce traffic impacts on Route 24. Karins was very flexible with the completion of the additional survey requests and updates to one of the easements in efforts to keep the project moving forward.

ADDITIONAL SCOPE OF SERVICES

The following additional services were provided during the design as required and requested by the Town and are further identified in Attachment A.

1. GF coordinated with our subconsultant, Karins, and with Chesapeake Utilities to obtain depth of existing gas line.
2. GF prepared test hole exhibit for Level A exploration.
3. Karins performed topographic and location of additional features per meeting with Chesapeake Utilities, including additional manhole locations.
4. Karins revised easement location plans, and written description.
5. Karins prepared and submitted revised drawings to reflect additional features, and revised easement plans.
6. GF performed QA/QC on Karins documents and incorporate them into the project.

PART 2 – BID PHASE AND POST AWARD SCOPE OF SERVICES

BACKGROUND AND PROJECT UNDERSTANDING

The project consists of Installation of approximately 250 LF of sanitary sewer, LF to be installed by bore and jack, 3 new manholes, and abandonment of sanitary sewer.

GF will assist the Town during bid and post award (construction) to oversee that the work performed by the Contractor is completed in conformance with the design and as specified in the Contract Documents. Following award of the construction contract, the GF team will provide construction phase services for an estimated 3-month construction project including attendance at progress meetings, RFI responses, submittal review, and other services as described in detail below.

TASK 1 – BID PHASE SERVICES

During the bidding period GF will provide the following services:

1. Attend a pre-bid conference for the project and prepare the conference minutes.



2. Respond to questions raised by prospective bidders.
3. Prepare up to 2 addenda(s) answering questions raised during the bidding phase and at the pre-bid conference, including necessary corrections or modifications to the Contract Documents prior to the receipt of bids.
4. Review and analyze the bids submitted and provide recommendations to the Town.

TASK 2 – POST AWARD SERVICES

During the construction period GF will provide the following services:

1. Project Management, Administration and Coordination:
 - a. GF will provide project management and administration throughout construction, estimated to be approximately three (3) months in duration (October thru December 2022). GF will set up the project, track level of efforts and costs, coordinate with the sub-consultant for inspection services, and coordinate with the Town.
2. Meetings and Site Visits:
 - a. GF will attend a pre-construction conference. Town will arrange for and preside at this meeting. GF will provide a written summary of the meeting.
 - b. GF's subconsultant will attend monthly progress meetings during three-month construction period at the project site to discuss Contractor progress and issues relating to the construction. GF's subconsultant will observe the construction in progress and advise the Town of observed problems or conditions differing from the requirements of the Contract Documents and will prepare written summaries of each meeting.
 - c. GF will attend substantial completion meeting at the project site during the construction period to identify punch list construction items of the project. The Town will arrange for and preside the meeting. GF will prepare written summaries of the meeting.
 - d. GF's subconsultant will attend project closeout meeting.
 - e. GF will attend up to four (4) one hour virtual meetings as required for technical support.
3. Submittal Review
 - a. GF will prepare a list of submittals required by the Contract Documents, including manufacturer's list, shop and working drawings, product data, samples, and certifications.

- b. GF will prepare and maintain a spreadsheet type log of all submittals received, their status, and disposition.
 - c. GF will receive up to 15 submittals from the Contractor:
 - i. Submittals will be reviewed for general conformance with the requirements of the Contract Documents.
 - ii. GF will approve or take other appropriate action with respect to submittals. Reviews and actions taken by GF will not extend to the means, methods, techniques, sequences, procedures of construction or to safety precautions and programs incident thereto.
 - iii. Disapproved submittals will be transmitted directly to the Contractor, and a copy of the transmittal will be sent to the Town. Approved submittals will be transmitted to Town and to the Contractor.
 - d. Substitutions: GF will review substitutions for materials and equipment when submitted by the Contractor as acceptable substitutions for specified materials and equipment. For each substitution proposed by the Contractor, an evaluation and recommendation regarding the acceptability of the proposed substitution will be prepared and submitted to the Town for final disposition by Town. Proposed substitutions will be reviewed for conformance with the requirements of the Contract Documents and the intent of the design.
4. Technical Consultation
- a. Requests for Information: GF will respond to requests for information (RFI) from the Contractor and/or Town, and answer questions or resolve issues relating to the design and construction of the utilities. Documentation including reports, supplemental specifications and sketches will be prepared as required to assist in resolving conflicts arising from interpretations of the Contract Documents. GF will prepare and maintain a spreadsheet-type log of all RFI's received, their status and disposition. GF will provide updated copies of the log for monthly progress meeting. For proposal purposes, we assumed that we will respond up to 6 RFI's.
 - b. Change Orders: GF will review and evaluate change order requests originating from the Contractor or the Town for work not included in the Contract Documents. GF will provide written response to the Town including recommendations regarding the costs of proposed change order work by the Contractor. For proposal purposes, we assumed that we will review up to 2 change orders.



5. Record Drawings

- a. At the completion of construction, GF will receive marked up prints of the Contract Drawings from the Contractor, containing revisions and notations recorded during construction. GF will update the original Contract Drawings to include recorded information and return revised PDFs to the Town as Record Drawings. Electronic drawing files will be forwarded to the Town in AutoCAD format.

PROJECT SCHEDULE

The project schedule major milestones are summarized as follows:

- Bid Phase Services – One (1) month.
- Construction Phase Services – Three (3) months.

ADDITIONAL PROJECT FEE

Additional Engineering Services During Design Fee: We are requesting additional budget in the amount of \$4,839.50 for the additional services described under PART 1 in this proposal. Invoicing timing of this amount can be coordinated with the Town.

Post Award Services Fee: The services described under PART 2 in this proposal will be invoiced on actual labor hours and expenses incurred. Invoices will be sent monthly summarizing the work completed, costs to date, and remaining budget. Our estimated budget for the proposed Scope of Services described above is \$64,480.00.

The total change order request for additional engineering services totals \$69,319.50.

We appreciate the opportunity to provide this request to the Town and would be happy to discuss any of the information provided herein. Please feel free to contact Tiffany Harrison at 443.810.6172 or tharrison@gfnet.com or myself at 443.286.4261 or at elivay@gfnet.com with any questions.

Sincerely,
Gannett Fleming, Inc.

A handwritten signature in blue ink that reads "Elik Livay".

Eliezer (Elik) Livay, PE PMP, ENV-SP, DBIA
Vice President



Enclosed: Estimated Level of Effort
 Karin's Proposal
 Verdantas Proposal

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Additional Engineering Services During Design - Part 1							
Task/Role	Principal	Project Manager / QA/QC	Project Engineer	CADD	Project Admin	Total	
						Hours	Cost
Project Management and Coordination	1	4	4		1	10	\$ 1,730.00
Coordination with Miss Utility and Survey			2			2	\$ 300.00
Preparation of Test Hole Exhibit			1	2		3	\$ 150.00
QA/QC		1				1	\$ 220.00
Total Hours	1	5	7	2	1	16	
Labor Rate	\$ 250.00	\$ 220.00	\$ 150.00	\$ 90.00	\$ 105.00		
Total Labor Cost	\$ 250.00	\$ 1,100.00	\$ 1,050.00	\$ 180.00	\$ 105.00		\$ 2,400.00
Expenses							
Survey							\$ 2,439.50
Travel							\$ -
Misc. Expenses							\$ -
Total Expenses							\$ 2,439.50
Part 1 Est. Fee							\$ 4,839.50

Bid Phase and Post Award Services - Part 2							
Task/Role	Principal	Project Manager / QA/QC	Project Engineer	CADD	Project Admin	Total	
						Hours	Cost
Task 1 Bid Phase Services Subtotal	1	20	24	8	1	54	\$ 8,250.00
Attend prebid meeting		8	8		1	17	\$ 2,960.00
Review Questions and Provide Responses		4	8			12	\$ 2,080.00
Issue Addendum (2)		6	6	8		20	\$ 2,220.00
Evaluate bids and provide recommendations	1	2	2			5	\$ 990.00
Task 2 Post Award Services Subtotal	3	54	90	18	9	174	\$ 26,130.00
Project Management, Admin and Coordination	2	12	8		4	26	\$ 4,340.00
Attend preconstruction meeting		8	8		1	17	\$ 2,960.00
Virtual Meetings		4	4			8	\$ 1,480.00
Review submittals (15)		8	30		4	42	\$ 6,260.00
Review RFIs (6)		4	12	4		20	\$ 2,680.00
Technical Consultation		4	4	2		10	\$ 1,480.00
Change Order Review (2)	1	4	8			13	\$ 2,330.00
Substantial Completion Observation		8	8			16	\$ 2,960.00
Record Drawings		2	8	12		22	\$ 1,640.00
Total Hours	4	74	114	26	10	228	
Labor Rate	\$ 250.00	\$ 220.00	\$ 150.00	\$ 90.00	\$ 105.00		
Total Labor Cost	\$ 1,000.00	\$ 16,280.00	\$ 17,100.00	\$ 2,340.00	\$ 1,050.00		\$ 34,380.00
Expenses							
Subconsultant							\$ 29,200.00
Travel							\$ 900.00
Misc. Expenses							
Total Expenses							\$ 30,100.00
Part 2 Est. Fee							\$ 64,480.00
Overall Est. Fee							\$ 69,319.50



Karins and Associates

Engineering • Planning • Surveying

Newark, DE | Georgetown, DE | Bryn Mawr, PA | Exton, PA | Forest Hill, MD

128 W. Market Street, Georgetown, DE 19947

Phone: (302) 858-4331 Fax: (302) 858-4099

June 22, 2022

Gannett Fleming Inc
Tiffany Harrison –
7133 Rutherford Road, 300
Windsor Mill, Maryland 21244

**Re: Millsboro Sewer Project
Rte 24 @ West side Bridge/Dam Millsboro Pond / Indian River
Gannett Fleming Project No. 068351**

Dear Tiffany,

Pursuant to your request, Karins and Associates is pleased to offer Gannett Fleming proposal for providing additional professional land surveying services on the property referenced above.

Our land surveying services will include the following items:

- a. Topographic and Location of additional features per meeting with Chesapeake Utilities
- b. Additional Manhole locations and elevations
- c. Revised easement location plans, and revised written description
- d. Autocad drawing of additional features as requested
- e. Autocad drawing of revised easement plans

We plan to provide the surveying services as outlined above for the following lump sum fees: \$2439.50.

Invoices will be rendered monthly and expected to be paid within thirty days of the invoice date. Should any additional work be requested that is not outlined above, a change work order will be required.

Any work above and beyond the scope of services as outlined in this proposal will be billed monthly at the following hourly rates:

Survey Technician III	\$118.00/hour
Professional Land Surveyor	\$180.00/hour
Instrument Operator	\$72.00/hour
Crew Chief	\$108.00/hour
GPS Crew Chief	\$138.00/hour
Survey Assistant	\$58.00/hour

We appreciate the opportunity to provide you this proposal. Should you have any questions, please do not hesitate to contact us. We look forward to working with you on this project.

All invoices are due and payable within thirty (30) days of date of invoice. A service charge of one and one half (1-1/2) percent per month will be added to all accounts past thirty (30) days. This is an annual rate of eighteen (18) percent.

"Better Communities through Better Engineering"

www.karinsengineering.com

GENERAL CONTRACT CONDITIONS

In granting Karins and Associates access to the subject property, the client shall indemnify Karins and Associates. From all liability for damages that may result indirectly from the performance of the services. You agree that any liability resulting from the rendering of the scope of services shall be limited to fees agreed upon herein. You further agree that services provided will be rendered without any warranty, express or implied. This agreement can be terminated at any time, by either party, upon written notice to the other party. In the event of such termination, the client has no obligation to Karins and Associates, except for expenses incurred and services rendered prior to the effective date of termination.

If this proposal is acceptable, please provide, in the space below, the signature of the authorized representative of the corporation, partnership, or other entity that will be a party to this agreement. The executed proposal will serve as our agreement for professional services to be rendered, and shall be interpreted in accordance with the laws of the state of Delaware.

VERY TRULY,

Sincerely,

Charles E. Adams, Jr. PLS
Vice President

ACCEPTED BY: _____ DATE _____

ACCEPTED BY: _____ DATE _____



July 20, 2022

PROJECT NUMBER 15732

Via Electronic Mail

Dennis R. Funk, P.E. - Project Manager
Gannett Fleming
Rutherford Plaza Building
7133 Rutherford Road - Suite 300
Windsor Mill, MD 21244

RE: Scope of Work and Cost Estimate
Construction Administration and Observation Support Services
Rt. 24 Sanitary Sewer Replacement
Millsboro, Delaware

Dear Mr. Funk:

Verdantas LLC (Verdantas) is pleased to present to Gannett Fleming the following proposal for construction administration and observation support services for the Rt. 24 Sanitary Sewer Replacement project located in The Town of Millsboro, DE.

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

SCOPE OF WORK

Construction Observation and Administrative Services

- a. Attend preconstruction meeting and up to two (2) progress meetings.
- b. Provide up to five (5) weeks of full-time construction observation throughout the duration of the construction.
- c. Prepare construction observation reports for each day of observation and submit reports weekly to Gannett Fleming.

Verdantas will not direct the activities of the contractor at the site, but will provide recommendations to your designated site representative. Similarly, Verdantas will not be responsible for site safety issues, which are the responsibility of the contractor performing the work at the site. It is required that the contractor will provide safe access for our construction review activities.

ADDITIONAL WORK

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

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

- Permitting phase services
- Preparation of meeting minutes
- Bidding phase services
- Contractor construction phase submittal reviews, including schedules, shop drawings and samples.
- Contractor periodic estimates for partial payment reviews.
- Contractor requests for information and change order reviews.
- Soil laboratory testing and field compaction testing.
- Field testing of concrete for slump, temperature, and air entrainment.

RESPONSIBILITIES OF GANNETT FLEMING

We have assumed Gannett Fleming will provide the following:

1. Designate a single representative to act on behalf of Gannett Fleming.
2. Provide electronic copies of approved contract documents, including approved construction schedules and shop drawing submittals.
3. Provide one (1) weeks notice of scheduled project preconstruction meeting.

PROJECT BUDGET

Our fee for the "scope of services" outlined herein will be invoiced on a "time-and-materials" (T&M) basis for the scope items where our involvement is unknown or could change over time. Based on our experience, we have proposed a scope of services which, in our opinion, is adequate for the project. If additional consulting services beyond those provided in our proposed scope are requested, they can be provided on a "time-spent" basis in accordance with the enclosed Hourly Rate Schedule.

Construction Observation and Administration Phase (T&M) \$29,200.00

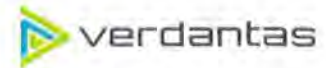
Our construction observation fee estimate includes an assumed 200 hours of full-time resident project representative services at a rate of \$100 per hour and an allowance of \$9,200.00 for administrative services. Verdantas will not exceed the fees herein without your prior authorization.

SCHEDULE

The schedule for construction will be dependent on the Contractor's schedule of activities and actual progress of work performed. Verdantas will begin construction observation and administrative work upon Gannett Fleming's written authorization to proceed.

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Project Number 008.P000015732
Dennis R. Funk, P.E.
July 20, 2022



AUTHORIZATION AND TERMS

The work performed under this Scope of Work be governed by the enclosed General Terms and Conditions. If the proposed Scope of Work, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter to us as written authorization to proceed. The terms of this proposal are valid for a period of 30 days.

Project costs will be invoiced monthly on a percent complete basis.

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

Very truly yours,

VERDANTAS, LLC

A handwritten signature in blue ink that reads "Gregory A. Freimuth".

Gregory A. Freimuth
Project Manager

A handwritten signature in blue ink that reads "Steven H. Lewandowski".

Steven H. Lewandowski, P.E.
Senior Project Manager

GAF/SHL/SCH:acj
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Crossing Proposal\Pro-15732-20220720.docx

Enclosure: General Contract Conditions
 Hourly Rate Schedule

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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 "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;
 - 1.4 "Verdantas" means the Verdantas LLC company providing the Services on Client's behalf;
 - 1.5 "Party" means either Verdantas or Client, as indicated by the context, Parties means both Verdantas and Client;
 - 1.6 "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;
 - 1.7 "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
 - 1.8 "Site" means any site upon which or in relation to which Services may be performed.
2. **Proposal.** At the request of the Client, Verdantas has issued a Proposal that describes the scope, specifications, schedule, and estimated costs of the Services offered by Verdantas to Client. The Proposal integrates by reference, and contains as an attachment, these General Terms and Conditions. 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 these General Terms and Conditions, and the Contract entered into between Client and Verdantas. In the event of any discrepancy or inconsistency between these General Terms and Conditions and 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's 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's 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's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security 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. Client agrees to compensate Verdantas for the additional cost of such protective measures. In addition, client waives any claim against Verdantas and agrees to defend, indemnify, and hold Verdantas harmless from 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.

Verdantas LLC - General Terms and Conditions
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's 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 thirty (30) 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 seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The parties shall 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 2 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's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice. This section does not limit Verdantas's rights to seek recovery for Claims resulting from a breach by Client.

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

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8. Indemnification.

- 8.1 Verdantas shall indemnify Client, its affiliates and their respective directors, officers and employees (individually, a "Client Indemnitee" and collectively, "Client Indemnitees") from and against Claims arising out of the 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 shall indemnify Verdantas, its affiliates and their respective directors, officers, employees and contractors (individually, an "Verdantas Indemnitee" and collectively, "Verdantas 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 Client.
- 8.3 No Verdantas Indemnitee will be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("Pre-Existing Condition"), and Client shall indemnify and defend Verdantas Indemnitees from Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of an Verdantas Indemnitee.

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 a Verdantas indemnitee, or a Verdantas indemnitee be liable to a Client indemnitee, or anyone claiming to be by, through, or under a Client indemnitee, or Verdantas indemnitee, 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 indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.
- 9.4 In no event will a Verdantas indemnitee be liable to a Client indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate. To the maximum amount permitted by law, 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 indemnitees 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, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("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 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 to indemnify and defend Verdantas Indemnitees from 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: (1) authorize completing the scope as originally defined; (2) authorize additional funds to complete the revised scope of work; or (3) 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 to indemnify, hold harmless and defend Verdantas Indemnitees against Claims resulting from a Client Indemnitee 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.

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16. Electronic Data.

- 16.1 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 to indemnify, defend, protect and hold harmless Verdantas from and against 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.

18. Governing Law; Conflict Resolution.

- 18.1 The Contract is governed by and shall be construed in accordance with the laws of the State of Ohio. The State of Ohio 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 of Ohio's 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 agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in the State of Ohio. 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. 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 is inconsistent with the Proposal, the Terms prevail.

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 without the prior written approval of Client, 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 supercedes 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 2) the Contract is terminated by a Party thereto.

22. **Additional Terms.** Additional provisions governing Verdantas's 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.

VERDANTAS LLC

HOURLY RATE SCHEDULE

<u>Professional</u>	<u>Hourly Rate</u>
Staff Engineer/Scientist I.....	\$ 82.00 – \$128.00
Staff Engineer/Scientist II & III	\$130.00 – \$152.00
Project Manager/Scientist/Engineer	\$155.00 – \$176.00
Senior Project Manager/Senior Scientist/Senior Engineer.	\$181.00 – \$205.00
Senior Consultant.....	\$216.00 – \$249.00
Technical	
Technician	\$ 60.00 – \$ 94.00
Senior Technician	\$ 96.00 – \$122.00
Administration	
Administrative.....	\$ 69.00
Administrative Manager	\$114.00
Senior Administrative Manager	\$145.00

NOTES:

1. Higher hourly billing rates may apply for certain services such as emergency response consulting, expert witness services, etc. as agreed on a project-specific basis.
2. Standard billing rates are reviewed no less than annually and may be adjusted at those times.
3. Please refer to the General Contract Conditions.

RESOLUTION AUTHORIZING THE PREPARATION AND SUBMISSION OF AN APPLICATION TO THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL (DNREC), ENVIRONMENTAL FINANCE, FOR PARTICIPATION IN THE WASTEWATER MATCHING PLANNING GRANT PROGRAM IN ORDER TO RECEIVE UP TO \$50,000.00 IN GRANT FUNDS, MATCH OF ONE DOLLAR FOR EVERY TWO SPENT REQUIRED, TO DESIGN SPRAY IRRIGATION SYSTEMS FOR BENEFICIAL REUSE AT SUSSEX CENTRAL HIGH SCHOOL.

WHEREAS, The Town of Millsboro (hereinafter the “Town”) recently received notice that the Delaware Department of Natural Resources and Environmental Control (DNREC), Environmental Finance is accepting applications from county and municipal governments for participation in its Wastewater Matching Planning Grant Program (hereinafter “Program”); and

WHEREAS, the Program provides participants an opportunity to receive funding to assist in planning studies and preliminary designs for their wastewater system; and

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

WHEREAS, the Program recipients are reimbursed one dollar for every two dollars spent on the approved project; and

WHEREAS, applications for participation in the Program must be received by DNREC Environmental Finance by 4:30 p.m., August 23, 2022, and applications will be recommended for funding by the Delaware Water Infrastructure Advisory Council based upon receipt of an approved application meeting all requirements; and

WHEREAS, if accepted by the Program, the Town will receive a grant agreement by DNREC Environmental Finance 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 the DNREC Environmental Finance; 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 design spray irrigation facilities for beneficial reuse of the Town’s reclaimed water at the Indian River School District Sussex Central High School and expansion thereof.

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 Environmental Finance’s Wastewater

Matching Planning Grant Program to receive up to \$50,000.00 in grant funds, match required, in order to design spray irrigation facilities for beneficial reuse of the Town's reclaimed water at the Indian River School District Sussex Central High School and expansion thereof, is hereby authorized.

BE IT FURTHER RESOLVED, that the necessary application for participation in DNREC Environmental Finance's Wastewater Matching Planning Grant Program to receive up to \$50,000.00 in grant funds, match required, in order to design spray irrigation facilities for beneficial reuse of the Town's reclaimed water at the Indian River School District Sussex Central High School and expansion thereof, which was submitted by Town staff by the application deadline of 4:30 p.m. on August 23, 2022, 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 September 6, 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

RESOLUTION AUTHORIZING THE PREPARATION AND SUBMISSION OF AN APPLICATION TO THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL (DNREC), ENVIRONMENTAL FINANCE, FOR PARTICIPATION IN THE WASTEWATER MATCHING PLANNING GRANT PROGRAM IN ORDER TO RECEIVE UP TO \$50,000.00 IN GRANT FUNDS, MATCH OF ONE DOLLAR FOR EVERY TWO SPENT REQUIRED, FOR SPRAY IRRIGATION SYSTEMS PERMITTING WORK FOR BENEFICIAL REUSE AT SUSSEX CENTRAL HIGH SCHOOL.

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WHEREAS, the Program provides participants an opportunity to receive funding to assist in planning studies and preliminary designs for their wastewater system; and

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WHEREAS, if accepted by the Program, the Town will receive a grant agreement by DNREC Environmental Finance 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 the DNREC Environmental Finance; 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 soil borings and install monitoring wells needed for the permitting of spray irrigation facilities at the Indian River School District Sussex Central High School and expansion thereof.

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 Environmental Finance's Wastewater

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Matching Planning Grant Program to receive up to \$50,000.00 in grant funds, match required, in order to complete soil borings and install monitoring wells needed for the permitting of spray irrigation facilities using the Town's reclaimed water at the Indian River School District Sussex Central High School and expansion thereof, is hereby authorized.

BE IT FURTHER RESOLVED, that the necessary application for participation in DNREC Environmental Finance's Wastewater Matching Planning Grant Program to receive up to \$50,000.00 in grant funds, match required, in order to complete soil borings and install monitoring wells needed for the permitting of spray irrigation facilities using the Town's reclaimed water at the Indian River School District Sussex Central High School and expansion thereof, which was submitted by Town staff by the application deadline of 4:30 p.m. on August 23, 2022, is hereby approved.

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Dated: _____

Faye Lingo, Mayor

July 12, 2022

Mr. Matthew T. Hall
Director of Finance & Technology
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

RE: \$15,000,000 Commercial Non-Revolving Line of Credit

Dear Mr. Hall:

We are forwarding you this letter to summarize Wilmington Savings Fund Society's ("WSFS" or the "Bank") preliminary terms and pricing to assist you in providing the credit facility below. This letter does not constitute an agreement by WSFS to extend credit of any nature and is not intended to constitute an offer to extend credit on the terms and conditions described herein. This letter is intended solely as a summary of the economic terms and conditions pursuant to which WSFS would consider the extension of credit to you subject to modification and approval by WSFS and further discussions with you. Further underwriting and evaluation includes finalizing our negotiations and processing a complete loan application based on WSFS' current underwriting standards.

This is not a commitment letter and the terms and conditions may be changed based on additional underwriting and evaluation and further discussion with you.

\$15,000,000 Commercial Non-Revolving Line of Credit

PURPOSE:	To provide interim financing for construction of a new wastewater treatment facility on a portion of the 438-acre property known as the White Farm and force main extension
BORROWER:	Town of Millsboro
GUARANTORS:	N/A
LOAN AMOUNT:	Up to Fifteen Million Dollars (\$15,000,000), subject to the terms set forth below.
LOAN TYPE:	Commercial Non-Revolving Line of Credit
TERM:	Thirty-six (36) month non-revolving term with draws allowed according to a pre-approved draw schedule.



INTEREST RATE:	<p>Variable at the 30-Day Secured Financing Overnight Rate (SOFR) plus 1.50%. As of 7/12/22, the interest rate would be 3.44%. There will be an interest rate floor of 2.00%.</p> <p>Interest will be computed on the basis of a 360-day year and will be paid for the actual number of days elapsed.</p>
PAYMENT AMOUNT:	<p>Interest only payments will be due monthly and principal will be due at maturity.</p>
FEES:	<p>There will be no commercial loan fee. Borrower is responsible for all closing costs including, but not limited to, legal expenses, filing and recording costs.</p>
PREPAYMENT PREMIUM:	<p>There will be no prepayment premium.</p>
COLLATERAL:	<p>Assignment of general contractor's/construction manager's contract, including major subcontracts and architect's plans and specifications.</p>
LATE CHARGES:	<p>5% of the amount past due, incurred if any payment is made on or in excess of 15 days from the due date.</p>
REPORTING REQUIREMENTS:	<p>During the term of the loan, the Borrower will submit the following information:</p> <ol style="list-style-type: none">1. Annual accountant audited financial statements of the Borrower within 180 days of fiscal year-end; and2. Annual budget of the Borrower within 45 days of fiscal year-end.
OTHER CONDITIONS:	<p>The Borrower will maintain its primary deposit account and cash management relationships with WSFS.</p> <p>The Borrower will provide certified copies of Organizational Documents.</p> <p>Borrower to provide the Bank will construction plans, final construction budget, and contracts prior to the beginning of construction, and these plans / contracts are subject to the Bank's review. An assignment of the construction contracts will be required.</p> <p>The Borrower shall also provide the Bank with a certificate of insurance in favor of the Bank evidencing that comprehensive general public liability insurance is in full</p>

force and effect which such insurance shall name the Borrower and the Bank as co-insured and shall be satisfactory to the Bank as to amount, form, issuer, and notice of cancellation or modification.

The subject loan approval and loan settlement will require a permanent loan commitment from an entity satisfactory to the Bank with loan conditions satisfactory to the Bank.

We appreciate the opportunity to make this proposal and look forward to working with you in the future.

Sincerely,



DREW WALLS

Senior Vice President, Business Banking

WSFS Bank – We Stand For Service®

19339 Coastal Highway, Rehoboth Beach, DE 19971

Phone: 302-644-9936 | Fax: 302-644-9937 | Cell: 302-381-3979

www.wsfsbank.com

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

**SAUL EWING
ARNSTEIN
& LEHR^{LLP}**

Thank you for selecting Saul Ewing Arnstein & Lehr LLP to represent the person(s) and entity(ies) identified in the accompanying engagement letter as the Client or Clients. Unless expressly modified by the letter accompanying these Standard Terms, or in some other writing entered into by mutual agreement, these terms constitute our agreement with each Client. If Client provides us with outside counsel guidelines or similar client prepared instructions, we agree that the Firm will within a reasonable amount of time consider same and respond as may be appropriate. The terms "Client", "Clients", "Engagement", and "Payor" should be interpreted as they may be defined in the letter accompanying these Standard Terms or, if not addressed therein, by their commonly accepted meanings. For simplicity, this document will refer to all Clients in the singular as Client. Please review these Standard Terms carefully and please bring any questions to our attention.

The Scope of Our Work

We will consult with Client about objectives and, when appropriate, the means of achieving them in accordance with available facts, applicable law and the Rules of Professional Conduct governing lawyers. We shall endeavor to keep Client advised of the status of Client's matters to the extent necessary to enable Client to make informed decisions. We will provide competent representation of Client's interests. Expressions on our part concerning the probable outcome of our representation will reflect our professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Confidentiality

We may obtain personal, business (including what may be proprietary information), and other information during the course of our representation, including from our meetings and conversations with Client or from documents or other information provided to us as a result of those meetings and conversations. We may also obtain personal information from others who were asked to give it to us (for example, another attorney or an accountant or other professionals whom Client requested cooperate with us). In certain circumstances, we may also obtain information from public records or other persons. Saul Ewing Arnstein & Lehr's policy is to follow the Rules of Professional Conduct that apply to lawyers and law firms such as ours. Those Rules prevent us and those working for us from revealing information relating to our representation unless the Client consents after consultation, except for disclosures that are implicit in the representation or otherwise required by law (for example, a court order or subpoena requiring such disclosure), or as necessary to enforce or defend the rights of Saul Ewing Arnstein & Lehr relating to legal services we provide to a client. Correspondingly, we strongly recommend that Client not disclose to third parties or post on social media the substance of our consultations since such conduct may destroy the attorney-client privilege. Finally, Client should consult with us prior to sending us any Protected Health Information as that term is understood under the Health Insurance Portability and Accountability Act (HIPAA) or any personal information covered by the European Union's General Data Protection Regulation (GDPR).

Who Will Provide the Legal Services

Subject to the supervision of the principal attorney handling Client's matters, our legal work, or parts of it, may be performed by other lawyers or legal assistants in the Firm. Such use of others may be for the purpose of involving lawyers or legal assistants with particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient manner and on a timely basis.

Client Responsibilities

Client agrees to pay our invoices for services and expenses as provided in the letter accompanying these Standard Terms and set forth below. In addition, Client agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us or as may be required by law or court order. Because it is important that we be able to contact Client regarding our representation, Client agrees to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding Client's business. We recommend that client avoid using consumer cloud file storage and transfer sites, such as Dropbox or Google Drive, to transfer files to us. The Firm has a number of secure, encrypted mechanisms and virtual data rooms for file sharing and transfer that can serve in this capacity and provide an elevated level of protection. We also recommend that Client avoid using text messages to communicate with us because, among other things, of security and confidentiality concerns. In addition, if our engagement is about a personal matter or a matter in which Client's employer is a counterparty, we recommend that Client not use work email for communications with us and instead use a personal email address from a non-work computer. Whenever we need instructions or authorization in order to proceed with legal work on Client's behalf, we will contact Client at the latest contact information we have received. We agree that we may use non-encrypted email for Client communications unless the law requires or the Client specifically directs that we use encrypted email communications. If Client affiliates with, acquires, is acquired by, or merges with another company, Client agree to provide us with sufficient notice to permit us to evaluate whether we may need to withdraw from our representation if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our current or future clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of our Firm to represent the new entity.

How Fees Will Be Set

We will keep reasonably accurate records of the time we devote to all aspects of our engagement, including, without limitation, conferences with the Client, witnesses, consultants, court personnel and others, conferences among our legal personnel, factual investigation, legal research and analysis, responding to any request to provide information to Client's auditors or to other third parties, drafting of letters, pleadings, briefs, contracts, and other documents, travel time, waiting time in court and time in depositions and other discovery proceedings, negotiations and related

matters. We record our time in units of tenths of an hour. Upon request, we will furnish the current hourly rates of the lawyers and legal assistants we expect will be working on Client's matters and an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter. Because legal representation and fees are dependent on a number of factors, some of which are outside our control, any estimate is not, however, a maximum or fixed fee quotation unless specifically stated to be such. We will endeavor to keep Client apprised periodically of the level of fees incurred, if Client requests. While it is not our usual policy to accept representations on a fixed fee basis, we may do so with respect to certain specifically defined services. In those circumstances, the fixed fee arrangements will be expressed in writing setting forth the amount of the fee and the scope of the services to be provided. We also undertake representations on a contingent fee basis, if appropriate. Subject to the applicable Rules of Professional Conduct, any contingent fee arrangement will be expressed in writing stating the method by which the fee is to be determined, including, in litigation matters, the percentage or percentages that will accrue to us in the event of settlement, trial or appeal, and whether litigation or other expenses are to be deducted before or after the fee is calculated. Upon conclusion of a contingent fee matter, we will provide Client with a written statement showing the remittance, if any, and the method of its determination.

Expenses

Generally, we may pay on Client's behalf a variety of expenses arising in connection with legal services, provided such expenses, individually and in the aggregate, are in a reasonable amount. These expenses will be billed to Client, normally on a monthly basis after receipt of invoices from service providers. However, significant expenses will be referred directly to Client for payment unless special arrangements are made. Some examples of expenses that may arise in connection with legal services are filing fees, deposition and transcript costs, witness fees, charges by outside experts and consultants, as well as other legal counsel, travel expenses, and express mail and courier services. All such costs, whether paid by us, are incurred by us as Client's agent, and Client agrees that these costs will be paid promptly on a regular basis. Client also agrees to pay promptly, on a regular basis, all expenses incurred by us internally, such as electronic document hosting and review as well as automated document production expenses, computerized legal research charges, staff overtime costs and reproduction costs. Certain of our items may be charged at our direct cost plus a reasonable allocation of overhead expenses directly associated with the items. For example, the volume of litigation discovery materials to be processed and reviewed has increased substantially in recent years, as have e-discovery costs. Saul Ewing Arnstein & Lehr has therefore contracted with an experienced e-discovery vendor to pay a flat fee per month for processing, hosting and storing electronic documents for cases falling within certain parameters (such as the amount of data, number of custodians, etc.). This arrangement permits us to offer Clients e-discovery services at below market prices. However, the flat-fee arrangement makes a dollar-for-dollar pass-through impossible to calculate. Thus, unless Client chooses to use another vendor, Saul Ewing Arnstein & Lehr will charge an amount based on usage, including a reasonable allocation for overhead. This will permit Client to achieve a savings over typical e-discovery costs. If in connection with our engagement we are required to form a business entity or obtain certifications or copies of documents from state offices, we may obtain those services from a company which is owned by Saul Ewing Arnstein & Lehr, such as ATA Corporate Services, LLC or ATA of Maryland, Inc. (collectively, "ATA"). ATA provides the same services available from competing commercial service providers at a competitive cost (generally lesser) to our clients. It is Client's choice as to which service provider we use. In the absence of any direction, we will most likely use ATA.

Billing

Detailed billing information will be provided upon request. We reserve the right to charge 1% per month interest (or such other rate as may be permitted under applicable law) on any bill outstanding more than 30 days. If a delinquency continues and Client does not arrange payment terms satisfactory to us, we may pursue collection of Client's account and, sub-

ject to applicable law, we may withdraw from the Client representation. Client agrees to pay the costs of collecting any such delinquency, including court costs and reasonable attorneys' fees. We reserve the right to decline requests for an early payment discount. We also reserve the right to charge as a cost an amount equal to any fee we must pay if Client chooses to pay us by credit card.

Estimates Of Fees And Costs

Although we may be able to provide an estimate of our fees for the Engagement, we are not able to predict them with precision. This is because the work necessary to complete the Engagement is subject to a variety of factors not fully under our control. In transactional matters, such factors may include the following: problems relating to satisfaction of closing requirements, such as title or survey issues; the extent of negotiations and of changes in the transaction documents; and the diligence of opposing counsel in completing those tasks for which it is responsible. In litigation matters, such factors may include the following: the extent and nature of discovery sought by the other parties involved; the number of, and extent of preparation required for, witnesses; the timing of any settlement discussions; the need to file motions or to respond to those filed by another party; and, the discovery and schedules established by the court. Also, it is our experience that near or at the date scheduled for trial, cases are often postponed for significant periods of time due to conflicts in scheduling encountered by the court; thus necessitating additional costs to re-prepare for trial at a later date. Should a matter go to judgment or final decision, there may be post-judgment proceedings or an appeal may ensue, entailing additional fees and expenses, postponing the final resolution of the matter and perhaps even requiring a retrial of the matter. In addition, if the case is protracted or if the issues change, the legal personnel providing legal services may have to change, possibly resulting in additional time as new personnel acquaint themselves with the relevant facts and law. Thus, depending upon the circumstances of the Engagement, the assumptions underlying our estimate of fees may change over time.

Aspects Of Third Party Payor Engagements

The Firm's professional duties and responsibilities will be unaffected by a third party payor. Examples of a Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on Client's behalf. In such a situation, unless separate arrangements have been made with the Firm, the Firm shall represent Client solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservations of rights letter from the Payor. In the event that a dispute arises between the Client and the Payor regarding the Payor's obligations to the Client or any other matter, Saul Ewing Arnstein & Lehr LLP will not be able to represent the Client in that dispute, nor will we be able to represent the Payor in any such dispute with Client. If we become aware of a possible dispute regarding the Payor's obligations to Client, we will notify Client of that fact so that Client may seek separate counsel as to that matter. Client should understand we may be required to make regular reports to the Payor concerning the Engagement. Such reports may include information regularly developed in the course of the Engagement, unless for some reason Client specifically instructs us not to forward some confidential information to the Payor. Such an instruction may, depending on the terms of the agreement between Client and Payor, affect the Payor's obligation to indemnify Client and/or to pay Client's legal fees and costs. We will consult and confer with Client concerning all material developments in the engagement including, in litigation matters, any settlement opportunities. Client should be aware that the Payor may have the contractual right to settle a litigation or other form of disputed matter. Should the Payor decide to avail itself of such a contractual right, we would inform Client of that fact before taking any final action.

Aspects Of Multiple Client Engagements

In situations where we are asked to represent a number of Clients as a group, we recommend that each Client consult separate counsel to represent that Client's individual interests with respect to that Client's individu-

al current or potential issues. We particularly urge Client to consult separate counsel concerning any matter in which Client perceives that Client's interests may conflict with the interests of the other Clients. We also expect and encourage Client to consult with such individual counsel at any time and on any matter on which Client wishes to receive specific and individually tailored advice. We will provide information regarding the Engagement to such individual counsel, as part of our services to the group of Clients. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and inform us appropriately, and we will advise such member of the group of Clients with respect to such conflicts. Our work in this Engagement is to represent all of the members of the group of Clients as a group collectively. Consequently, we will not promote or advocate the interests of any one or more of the Clients individually. As mentioned in the accompanying letter, there may be issues related to the Engagement that would affect one or more Clients differently due to that Client's unique circumstances (of which Saul Ewing Arnstein & Lehr may or may not be aware); and, where conflicts or disparate interests arise, it may be necessary or appropriate for any of the Clients to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all Clients, we may not know facts specific to any one of the Clients and therefore may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all Clients informed on a regular basis about our work for the entire group of Clients.

Additional Disclosure

The Rules of Professional Conduct for attorneys are restrictive as to the disclosure of confidential client information. It is specifically agreed that the Firm shall be and is hereby granted all general, possessory, and retaining liens and all equitable, special and attorney's charging liens upon Client's interest both in any balance due, owing and unpaid at the conclusion of the case or the termination of the Firm's employment, whichever event is first, as well as in all other assets the Client may have. Such lien(s) shall relate back to the beginning of the Engagement and shall be superior in dignity to any other lien subsequent to the date thereof. This Agreement may be disclosed by and to the Court, and the Firm shall be entitled to file a Notice and Claim of Attorney's Charging Lien, and a Notice of Lis Pendens with regard to Client's interest in any real property upon which a lien may be claimed. Notwithstanding any specific right or remedy set forth herein, these remedies shall not be exclusive and shall be cumulative upon all other rights and remedies set forth herein or allowed by this Engagement or by law.

It is possible that we may wish to place a brief summary of a matter or matters involving our representation of Client in our advertising materials. If we do, we will not use Client's name without prior approval and we will not reveal confidential client information. If Client does not wish to consent to this, or if there are any questions, please let us know as soon as possible.

Sometimes, we are asked to disclose whether we represent clients in a given industry or market segment as part of the process of being retained by a new client. Client agrees that we may disclose our representation herein on condition that no confidential information about our representation of Client is disclosed.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of Client will terminate upon our completion of currently outstanding assignment(s) or delivery of final documents for execution. At Client's request, Client's papers and property will be returned upon receipt of payment for outstanding fees and costs. Upon a conclusion of a representation, we will return original files to Client. Any materials maintained in electronic document management systems may, at our sole decision, be deleted after the conclusion of the representation. Our own files pertaining to the matter may be retained by the Firm. These Firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as

drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, subject to applicable law, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Firm's Right to Consult Internal Counsel

The Firm's lawyers from time to time may have questions about legal and ethical matters relating to the representation of our clients. When such questions arise, we encourage the lawyers to consult our internal General Counsel and Deputy General Counsel. We believe that such consultation benefits both our clients and the Firm. For this consultation to be most effective, our lawyers must be completely open and candid in their communications with the Firm's counsel. It is therefore important that these communications be privileged and confidential and not be available to third parties, including clients whose representation may be the subject of the communication. To avoid any question in this regard, Client consents and agrees that our lawyers involved in a representation for Client may consult with the Firm's internal General Counsel and Deputy General Counsel and that any such communication, even at a time when we continue to represent Client, will be treated as confidential in this way and subject to the Firm's attorney-client privilege.

Termination

Client may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, Client's papers and property will be returned promptly after our receipt of payment for all fees and expenses. Our own files pertaining to the matter may be retained by us. Client's termination will not affect Client's responsibility for payment of legal services rendered and expenses paid or incurred on Client's behalf before we receive Client's notice of termination and in connection with an orderly transition of the matter. The Rules of Professional Conduct governing lawyers list several types of conduct or circumstances that require or allow us to withdraw from representing Client, including, for example, non-payment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss any situations which may lead to our withdrawal. In any event, if withdrawal becomes necessary or prudent, we will give Client reasonable notice of that fact. If we elect or are asked to withdraw, Client agrees to cooperate with us by executing any documents necessary to evidence the termination of our representation, in court or otherwise, and we will be entitled to be paid for all legal services rendered and expenses paid or incurred on Client's behalf before withdrawal and in connection with the orderly transition of the matter. If any claim or action is brought against us or any personnel of our Firm and such claim arises from Client's negligence or misconduct (for example, a motion for sanctions for failure to provide discovery), Client agrees to hold us harmless and indemnify us for all damages and expenses incurred.

Right to Arbitrate

If Client has questions about the amount of our fee, please discuss them with the principal attorney contact. In the event of a fee dispute which is not resolved, Client has the right to request arbitration under supervision of the state or local bar association for the jurisdictions in which we practice. However, we also have the right to pursue collection of Client's account in an appropriate court.

We suggest that you retain these Standard Terms and refer to it if you have questions.

**SAUL EWING
ARNSTEIN
& LEHR** LLP

July 13, 2022

VIA ELECTRONIC MAIL (jamieb@millsboro.org and matth@millsboro.org)

Jamie Burk, Town Manager
Matthew Hall, Director of Finance & Technology
Town of Millsboro
322 Wilson Highway
Millsboro, DE 19966

Re: Representation of the Town of Millsboro, Delaware in connection with the issuance of its general obligation bonds, notes and other forms of indebtedness (collectively, the "Bonds")

Dear Mr. Burk & Mr. Hall,

This letter is to confirm that Saul Ewing Arnstein & Lehr LLP (the "Firm") will continue to serve as bond counsel to the Town of Millsboro, Delaware (the "Client" or "you") in connection with the issuance, from time-to-time, of the above-captioned Bonds. The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, recommend that we establish the terms of the engagement at the outset of our work. The purpose of this letter is to comply with those recommendations and to set forth the terms under which we will provide legal services to the Client.

Scope Of Services: The Firm will provide the following services to the Client: act as Bond Counsel in connection with the financing of the Bonds (the "Engagement"). Our sole client in this Engagement is the entity identified as the Client in the first paragraph of this letter. Our agreement to represent the Client is not an agreement to represent any related individuals or any officers, directors, partners, members, shareholders, employees, independent contractors or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement. In connection with this matter, we will perform the usual Bond Counsel services consisting of the following:

- I. Advice (as requested) during the planning phase on the structure and terms of the Bonds.
- II. The preparation of all basic Bond documents for the Bond financing, other than those documents which we would expect to be prepared by other counsel in the transaction (e.g.,

Official Statement or Bond Purchase Agreement if Bonds are sold publicly and via a negotiated sale).

III. The resolution of all tax issues under the federal tax laws in order to assure tax-exempt status for the interest on the Bonds designated as tax-exempt Bonds.

IV. Rendering our approving opinion as to the validity of the Bonds and the tax-exempt status of the interest on those Bonds designated as tax-exempt Bonds for federal income tax purposes and the tax-exempt status of the interest on the Bonds for state tax purposes.

Unless specifically mentioned as part of the Engagement described above, the Firm does not undertake to: (1) identify potentially applicable insurance coverage (both primary and excess) or indemnification agreements; (2) provide notice to potentially responsible insurers (both primary and excess) or indemnitees; or (3) provide any advice or other legal services relating to tax laws (state, federal or local) or federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the disclosure obligations under such laws.

Client agrees to disclose to the Firm if the Client has given a third party an interest in the outcome of this Engagement through any understanding or agreement (such as an agreement with a litigation funding firm).

Standard Terms Of Engagement: Enclosed for your review is a copy of our Standard Terms Of Engagement, which describes in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of the Engagement. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. I ask that you review both carefully and contact me if you have any questions about them or our relationship. As set forth in more detail in the Standard Terms Of Engagement, an estimate of fees and costs is not a maximum or fixed fee quotation and expressions of probable or possible outcomes are not guarantees about future developments.

Applicability To Future Engagements: The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement, unless we send a separate engagement letter for such future engagement which may include different terms and updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will conduct a conflicts check, if appropriate.

Fees & Costs: Our fees will be determined by multiplying the time expended by our attorneys and legal assistants by their respective hourly rates as set by the Firm from time to time to reflect current levels of legal experience, changes in overhead costs and other factors. Our current hourly rates generally range from \$285 for our most junior attorneys to \$900 for our most senior partners. Although staffing may change depending on what happens, the lawyers and professionals we anticipate working on the Engagement is Silvia Shin and either Morgan Haas or

Frank Tynan, each of whom currently have rates of \$540 an hour, \$370 an hour, and \$295 an hour, respectively. The hourly rates stated above are subject to change each January 1, beginning January 1, 2023. It is anticipated that a considerable amount of the work required for the Engagement will be performed by either Ms. Haas or Mr. Tynan with oversight by Ms. Shin.

In addition to legal fees, the Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms of Engagement for more detail.

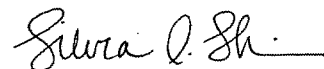
The time devoted to your matters may include consultations with others (including other professionals in the office), correspondence, meetings, telephone calls, negotiations, factual investigations and analysis, legal research and analysis, document preparation and revision, travel away from the office on your behalf, and all other work related to the issuance of the Notes. When more than one of our legal personnel is involved in a telephone conference or meeting, each person will record the time expended.

Bills: Fees and expenses will be paid at closing of the matter which is the subject of the Engagement. Services rendered after closing and bills for expenses received after closing will be invoiced to you within a reasonable time thereafter.

Conflicts of Interest: We have commenced a check for possible conflicts of interest and based on our records and information provided to us by Client, have not discovered any matters which we believe would raise a conflict of interest. If Client is or becomes aware of any facts which may give rise to a conflict of interest, please contact us immediately.

Advance Waiver: As you know, the Firm represents many companies and individuals. It is possible that during the course of the Engagement some of our present or future clients will have disputes with or matters adverse to the Client in matters unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or business counseling or corporate matter, an intellectual property matter, a labor and employment matter or even an unrelated litigation matter. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any such matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Very truly yours,



Silvia A. Shin

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 AND WILSON HIGHWAY.

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, also for public safety reasons, the Public Works Director has recommended to the Town Council that a stop intersection be designated where Wilson Highway intersects with Mitchell Street; 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:

Name of Street	Direction of Travel	Limits
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:

Name of Street	Direction of Travel	At Intersection of
Plantation Lakes Boulevard	Northbound	Pine Top Drive
Plantation Lakes Boulevard	Eastbound	Community Center
Plantation Lakes Boulevard	Southbound	Charlotte Boulevard
Wilson Highway	Northbound	Mitchell Street

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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 September 6, 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

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ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

August 18, 2022

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

RE: 2020155.01 MILLSBORO CARPET MART – LOT LINE ADJUSTMENT
Mid-Sussex Shopping Center – Millsboro DE

Dear Mr. Burk,

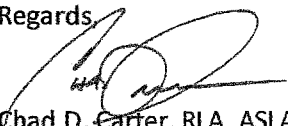
On behalf of our client, we respectfully request a 90-day extension to the lot line adjustment approval received on June 6th, 2022.

We have been working with Sussex Conservation District (SCD) and the Delaware State Fire Marshal's (DSFM) office on receiving plan approvals prior to recording the lot line adjustment. As part of this lot line adjustment, there is a land swap between owners of the parcels. Part of this land swap requires that a stormwater facility be located on the land that is being exchanged. If for instance the plans were not approved by SCD, the project may no longer be feasible, and the lot line adjustment would not be warranted.

Currently SCD is taking approximately 45 days from time the plans are submitted to receiving comments. We have received the first round of comments and will not have approvals in hand prior to the 90-day deadline. As such we would like to request a 90-day extension to the approval, to gain all necessary agency approvals prior to recording the lot line adjustment.

If you have any questions, please contact me at ccarter@beckermorgan.com or 302-734-7950.

Regards,


Chad D. Carter, RLA, ASLA
Sr. Associate

BECKER MORGAN GROUP, INC.
309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

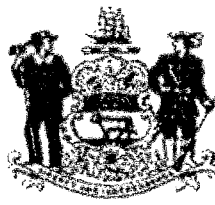
THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

POST EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

3333 JACOBIE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

www.beckermorgan.com

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STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF STATE PLANNING COORDINATION

August 22, 2022

RECEIVED

AUG 30 2022

Ring W. Lardner, P.E.
Davis, Bowen & Friedel, Inc.
1 Park Avenue
Milford, DE 19963

MILLSBORO TOWN HALL

RE: PLUS review – 2022-07-09; Somerton Chase

Dear Mr. Lardner:

Thank you for meeting with State agency planners on July 27, 2022 to discuss the proposed plans for the Somerton Chase. According to the information received, you are seeking review of a subdivision plan for the creation of 214 single-family lots on 67.46 acres zoned AR-1 in the town of Millsboro.

Please note that changes to the plan, other than those suggested in this letter, could result in additional comments from the State. Additionally, these comments reflect only issues that are the responsibility of the agencies represented at the meeting. **The developers will also need to comply with any Federal, State, and local regulations regarding this property. We also note that as the Town of Millsboro is the governing authority over this land, the developers will need to comply with any and all regulations/restrictions set forth by the Town.**

Strategies for State Policies and Spending

- This project is located in a Level 2 investment area, which is consistent with the 2020 Strategies for State Policies and Spending. This site is also located within the Town of Millsboro.
- Investment Level 2 reflects areas where growth is anticipated by local, county, and State plans in the near-term future.

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Code Requirements/Agency Permitting Requirements

Office of State Planning Coordination – Contact Dorothy Morris 302-739-3090

- As discussed at the PLUS meeting, when these parcels were annexed into Millsboro in 2004, parcel 133-20.00-41.02 was not included on the Plan of Services. Therefore, this parcel will need to be annexed into the town before approval of the site plan can take place. To date, the State has not received a Plan of Services application for this parcel. Please contact the town regarding the submittal of the Plan of Services which must be received by this office at least 20 working days before final annexation decision by the town

Department of Transportation – Contact Stephen Bayer 302-760-4834

- The site access on Radish Road (SCR 338) must be designed in accordance with DelDOT's Development Coordination Manual, which is available at <http://www.deldot.gov/Business/subdivisions/index.shtml?dc=changes>.
- Pursuant to Section 1.3 of the Manual, a Pre-Submittal Meeting is required before plans are submitted for review. The form needed to request the meeting and guidance on what will be covered there and how to prepare for it is located at https://www.deldot.gov/Business/subdivisions/pdfs/Meeting_Request_Form.pdf?08022017.
- Section 1.7 of the Manual addresses fees that are assessed for the review of development proposals. DelDOT anticipates collecting the Initial Stage Fee when the record plan is submitted for review and the Construction Stage Fee when construction plans are submitted for review.
- Per Section 2.2.2.1 of the Manual, Traffic Impact Studies (TIS) are warranted for developments generating more than 500 vehicle trip ends per day or 50 vehicle trip ends per hour in any hour of the day. Using the 10th edition of the Institute of Transportation Engineers' Trip Generation Manual, DelDOT estimates that the subject development, consisting of 214 detached single family housing units, would generate 2,094 vehicle trip ends per day and estimates the weekday morning and evening peak hour trip ends at 157 and 211, respectively. Therefore, a TIS would be required. A Final TIS is currently under review by DelDOT.
 - The purpose of a TIS, per DelDOT regulations, is to determine the offsite improvements for which the developer should be responsible to build or contribute toward. DelDOT anticipates requiring the developer to improve Radish Road within the limits of the development's frontage, to meet DelDOT's standards associated with the road's Functional Classification. Radish Road is a Local Road, for which the standard includes 11-foot lanes and 5-foot shoulders.

Frontage, as defined in Section 1.8 of the Manual, includes the length of roadway perpendicular to lines created by the projection of the outside parcel corners to the roadway. Additional offsite improvements will be identified through the TIS letter process.

- Questions regarding the requirement to improve the site frontage should be directed to the Subdivision Engineer, Ms. Wendy Polasko. Ms. Polasko may be reached at Wendy.Polasko@delaware.gov or (302) 760-2542.
- As necessary, in accordance with Section 3.2.5 and Figure 3.2.5-a of the Manual, DelDOT will require dedication of right-of-way along the site's frontage on the frontage roads. By this regulation, this dedication is to provide a minimum of 30 feet of right-of-way from the physical centerline of Radish Road. The following right-of-way dedication note is required, **"An X-foot wide strip of right-of-way from the centerline is hereby dedicated in fee simple to the State of Delaware, acting by and through the Delaware Department of Transportation."**
- In accordance with Section 3.2.5.1.2 of the Manual, DelDOT will require the establishment of a 15-foot wide permanent easement across the property frontage. The location of the easement shall be outside the limits of the ultimate right-of-way. The easement area can be used as part of the open space calculation for the site. The following note is required, **"A 15-foot wide permanent easement is hereby dedicated in fee simple to the State of Delaware, acting by and through the Delaware Department of Transportation."**
- Referring to Section 3.4.2.1 of the Manual, the following items, among other things, are required on the Record Plan:
 - A Traffic Generation Diagram. See Figure 3.4.2-a for the required format and content.
 - Depiction of all existing entrances within 600 feet of the proposed entrance on Radish Road.
 - Notes identifying the type of off-site improvements, agreements (signal, letter) contributions and when the off-site improvements are warranted.
- Section 3.5.4.2 of the Manual addresses requirements for Shared Use Paths (SUP) and sidewalks. For projects in Level 1 and 2 Investment Areas, installation of paths or sidewalks along the frontage on State-maintained roads is required.
- Section 3.5.4.4 of the Manual addresses accessways, paved pathways connecting a sidewalk or path along a road frontage to an internal sidewalk or path. DelDOT anticipates requiring an accessway for Road C to the SUP or sidewalk on Radish Road around houses 15 and 14 and for Road B to the SUP or sidewalk on Radish Road around

houses 69 and 68.

- Section 3.5 of the Manual provides DelDOT's requirements with regard to connectivity. The requirements in Sections 3.5.1 through 3.5.3 shall be followed for all development projects having access to state roads or proposing DelDOT maintained public streets for subdivisions. DelDOT anticipates recommending extending the stub streets located in the middle and on the east side of the north border, in the middle of the west border and the middle of the east boarder of the property to the property line.
- In accordance with Section 3.8 of the Manual, storm water facilities, excluding filter strips and bioswales, shall be located a minimum of 20 feet from the ultimate State right-of-way along Radish Road.
- In accordance with Section 5.2.9 of the Manual, the Auxiliary Lane Worksheet should be used to determine whether auxiliary lanes are warranted at the site entrances and how long those lanes should be. The worksheet can be found at <http://www.deldot.gov/Business/subdivisions/index.shtml>.
- In accordance with Section 5.4 of the Manual, sight distance triangles are required and shall be established in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards. A spreadsheet has been developed to assist with this task. It can be found at <http://www.deldot.gov/Business/subdivisions/index.shtml>.
- In accordance with Section 5.14 of the Manual, all existing utilities must be shown on the plan and a utility relocation plan will be required for any utilities that need to be relocated.

Department of Natural Resources and Environmental Control – Contact Clare Quinlan 302-735-3480

Disclaimer Clause: Staff from the Delaware Department of Natural Resources and Environmental Control (DNREC) reviewed the project submitted for PLUS review. The absence of comments regarding specific resources does not indicate that there are not additional constraints or environmental issues on site, nor does it indicate DNREC support of a project.

Concerns Identified Within the Development Footprint

Stormwater Management

This application proposes greater than 5000 square feet of land disturbing activities, therefore, this project will be subject to Delaware's *Sediment and Stormwater Regulations*.

Requirements:

- A Sediment and Stormwater Plan must be developed, then approved by the appropriate plan review agency prior to any land disturbing activity taking place on the site. For this project, the plan review agency is the Sussex Conservation District.
- Additionally, to address federal requirements, construction activities that exceed 1.0 acre of land disturbance require Construction General Permit coverage through submittal of an electronic Notice of Intent for Stormwater Discharges Associated with Construction Activity. This form must be submitted electronically (<https://apps.dnrec.delaware.gov/enoi/>, select Construction Stormwater General Permit) to the DNREC Division of Watershed Stewardship, along with the \$195 fee.
- Schedule a project application meeting with the appropriate plan review agency prior to moving forward with the stormwater and site design. As part of this process, you must submit a Stormwater Assessment Study.

Plan review agency contact: Sussex Conservation District at (302) 856-2105 or (302) 856-7219.

Website: <https://www.sussexconservation.org/>

General stormwater contact: DNREC Sediment and Stormwater Program at (302) 739-9921.

E-mail: DNREC.Stormwater@delaware.gov.

Website: <https://dnrec.alpha.delaware.gov/watershed-stewardship/sediment-stormwater/>

Wastewater Disposal Systems – Small Systems

An expired permit (permit # 1669-92S) exists for this site in the Small System Branch database.

Requirements:

- Contact the DNREC Groundwater Discharges Section to discuss requirements for properly abandoning these systems.

Contact: DNREC Groundwater Discharges Section at (302) 856-4561

Website: <https://dnrec.alpha.delaware.gov/water/groundwater/septic-systems/>

Wastewater permits – Large Systems

Sussex County holds existing permits with the DNREC Groundwater Discharges Section's Large Systems Branch for wastewater disposal.

Requirements:

- If additional flows to Sussex County's system will require capacity updates, it is the responsibility of the permittee (Sussex County) to notify the Large Systems Branch.

Contact: DNREC Large Systems Branch at (302) 739-9948.
Website: <https://dnrec.alpha.delaware.gov/water/groundwater/>

Nutrient Management Plan

This project proposes open space of 13 acres.

Requirements:

- A nutrient management plan is required for all persons or entities who apply nutrients to lands or areas of open space of 10 acres or more.

Contact: Delaware Department of Agriculture's Nutrient Management Program at (302) 698-4558. Website: <https://agriculture.delaware.gov/nutrient-management/>

Delaware Emergency Management Agency – Contact Phillip Cane 302-659-2325

Proposed Project Parcel Flood Concern

- This/These parcel(s) is/are located within an area of **Minimal Flood Concern of 1000 years**.

Parcel Status within County Evacuation Zone Location

- The parcel(s) is/are located within **Sussex County** and Not in an Evacuation Zone; however, it is located just West of the D-Zone and might be a consideration.

State Historic Preservation Office – Contact Carlton Hall 302-736-7400

- There were no precontact sites within the project area, and the potential for precontact sites is low based on a lack of environmental factors conducive to habitation. The potential for early to mid-20th century historic resources is medium to high based on two sites indicated on 1917 historic map; however, both sites have been identified as non-eligible for the NRHP as aboveground structures.
- However, as disturbance within the parcel is limited to agricultural activity, any areas associated with these sites could potentially contain intact archaeological resources.
- This Office recommends archaeological survey prior to any ground disturbance due to high potential for historic archaeological resources.
- If any project or development proceeds, the developer should be aware of the Unmarked Human Burials and Human Skeletal Remains Law (Del. C. Title 7, Ch.54).

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- Prior to any demolition or ground-disturbing activities, the developer should hire an archaeological consultant to examine the parcel for archaeological resources, including unmarked human burials or human skeletal remains, to avoid those sites or areas.

Delaware State Fire Marshall's Office – Contact Duane Fox 302-739-4394

This document is for information purposes only and does not constitute any type of approval from the Delaware State Fire Marshal's Office

At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulations (DSFPR):

Fire Protection Water Requirements

- Water distribution system capable of delivering at least 500 gpm for 1-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers.
- Where a water distribution system is proposed for residential occupancy use sites, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

Fire Protection Features

- For townhouse buildings, provide a section / detail and the UL design number of the 2-hour fire rated separation wall on the Site plan.

Accessibility

- All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access roads to the subdivision must be constructed so fire department apparatus may negotiate it.
- Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door for one- and two-family dwellings.
- Any dead-end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
- The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
- The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

Gas Piping and System Information

- Provide type of fuel proposed and show locations of bulk containers on plan.

Required Notes

- Provide a note on the final plans submitted for review to read “All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations”
- Proposed Use
- Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
- Square footage of each structure (Total of all Floors)
- National Fire Protection Association (NFPA) Construction Type
- Maximum Height of Buildings (including number of stories)
- Note indicating if building is to be sprinklered
- Name of Water Provider
- Letter from Water Provider approving the system layout
- Any townhouse 2-hr separation wall details shall be shown on site plans
- Provide Road Names, even for County Roads

Recommendations/Additional Information

This section includes a list of site-specific suggestions that are intended to enhance the project. These suggestions have been generated by the State Agencies based on their expertise and subject area knowledge. **These suggestions do not represent State code requirements.** They are offered here in order to provide proactive ideas to help the applicant enhance the site design, and it is hoped (**but in no way required**) that the applicant will open a dialogue with the relevant agencies to discuss how these suggestions can benefit the project.

Department of Transportation – Contact Stephen Bayer 302-760-4834

- The applicant should expect a requirement that any substation and/or wastewater facilities will be required to have access from an internal driveway with no direct access to Radish Road.
- The applicant should expect a requirement that all PLUS and Technical Advisory Committee (TAC) comments be addressed prior to submitting plans for review.
- Please be advised that the Standard General Notes have been updated and posted to the DelDOT website. Please begin using the new versions and look for the revision dates of March 21, 2019 and March 16, 2022. The notes can be found at <https://www.deldot.gov/Business/subdivisions/>

Department of Natural Resources and Environmental Control – Contact Clare
Quinlan 302-735-3480

Stormwater Management

- Where the site and soil conditions allow, integrate runoff reduction techniques including infiltration basins, bioretention (rain gardens), filter strips, and pavers to encourage on-site stormwater infiltration and reduce runoff.
- For improved stormwater management, preserve existing trees, wetlands, and passive open space.

Plan review agency contact: Sussex Conservation District at (302) 856-2105 or (302) 856-7219.

Website: <https://www.sussexconservation.org/>

General stormwater contact: DNREC Sediment and Stormwater Program at (302) 739-9921.

E-mail: DNREC.Stormwater@delaware.gov.

Website: <https://dnrec.alpha.delaware.gov/watershed-stewardship/sediment-stormwater/>

Drainage

- All existing drainage ditches on the property should be evaluated for function and cleaned, if needed, prior to the construction of the project.
- Environmental permits or exemptions may be required by the County Conservation District (Standard Plan), the DNREC Sediment and Stormwater Program (eNOI/NOT), Army Corp of Engineers, and/or DNREC Wetlands and Subaqueous Lands Section prior to clearing and/or excavating ditch channels.
- All precautions should be taken to ensure the project does not hinder any off-site drainage upstream of the project or create any off-site drainage problems downstream by the release of on-site storm water.

Contact: DNREC Drainage Program at (302) 855-1930.

Website: <https://dnrec.alpha.delaware.gov/drainage-stormwater/>

Water Quality (Pollution Control Strategies)

This site lies within the Indian River Bay Watershed. Surface water quality in this watershed does not meet Federal and/or State Water Quality Standards and a Pollution Control Strategy is in place for this watershed.

- Reduce impervious surfaces on the project site by eliminating areas of impervious pavement and/or using pervious pavement where practicable.

- Reduce stormwater runoff by integrating infiltration basins, bioretention (rain gardens), filter strips, and by preserving existing trees, wetlands, and passive open space.
- Reduce the necessity for nutrient application by maintaining open space as meadow or forest planted exclusively with native plants. Native plants are well-suited to our climate and require limited maintenance.

Contact: DNREC Division of Watershed Stewardship's Watershed Assessment Section at (302) 739-9939.

Website: <https://dnrec.alpha.delaware.gov/watershed-stewardship/>

Additional Sustainable Practices

- Build garages and parking spaces to be “electric vehicle (EV)-ready”. Many manufacturers have pledged to sell only electric vehicles in the next 10-15 years. Installing a 240-volt outlet in one or two locations in a garage will enable a resident to easily (and cheaply) install a level 2 EV charger. This will increasingly be a selling point for homes.
- Offer the option to install solar or geothermal systems for each home. This allows a purchaser to incorporate the cost into their mortgage, making it more affordable. Grant funds and incentives are available for Delmarva Power customers through the DNREC Green Energy Fund, which includes several funding types through the state's major electric utilities (<https://dnrec.alpha.delaware.gov/climate-coastal-energy/renewable/assistance/>).
- Incorporate nonmotorized connectivity and install bicycle racks where feasible to help facilitate non-vehicular travel modes.
- Use efficient Energy Star rated products and materials in construction and redevelopment. Energy efficient appliances use less energy over time. This saves consumers and businesses money, while also helping to reduce pollution from power generation.
- Use structural paint coatings that are low in Volatile Organic Compounds to help protect air quality. Air pollution from new construction is generated through the use of maintenance equipment, paints, and consumer products like roof coatings and primers.
- Use recycled materials, such as reclaimed asphalt pavement, to reduce heat island effects on paved surfaces, prevent landfill waste, and lower material costs.

Contact: DNREC Division of Climate, Coastal & Energy at (302) 735-3480.

Website: <https://dnrec.alpha.delaware.gov/climate-coastal-energy/>

Delaware Emergency Management Agency – Contact Phillip Cane 302-659-2325

First Street Foundation Community Risk Level

- The First Street Foundation Community Risk Level considers a Flood Factor, which stems from rain, rivers, tidal, and storm surge to determine the risk of water reaching the building over a 30-year period.
- Community Risk levels represent risk as Minimal (0), Minor (1), Moderate (2), Major (3), Severe (4) and Extreme (5). Overall Community Risk accounts for combined flood risk to residential properties, commercial properties, critical infrastructure facilities, social infrastructure facilities, and roads.
- The First Street Foundation rates the community risk level of **(2)** for that immediate area of **(Millsboro)** which suggests a **(moderate)** risk from flooding and is expected to increase between now and the next 30 years.

Population

- The county's population density of 265.60 per square mile is based on the US 2020 Census report, an increase from 2010 at **208.90** persons per square mile.
- The project's specific census block(s) has a total population of **(10)**, though, with development, this will undoubtedly change.
- The adjacent blocks aggregate brings the area to a total population of **1,291**.

FEMA National Risk Index

- The FEMA National Risk Index is an online mapping application that identifies communities most at risk to 18 natural hazards: Avalanche, Coastal Flooding, Cold Wave, Drought, Earthquake, Hal, Heat Wave, Hurricane, Ice Storm, Landslide, Lightning, Riverine Flooding, Strong Wind, Tornado, Tsunami, Volcanic Activity, Wildfire, and Winter Weather. The FEMA National Risk Index is calculated by multiplying the Expected Annual Loss times the Social Vulnerability and dividing that by the Community Resilience.

$$\begin{array}{l} \text{Expected Annual Loss} \\ \times \text{ Social Vulnerability} \\ \div \text{ Community Resilience} \\ \hline = \text{ Risk Index} \end{array}$$

- According to FEMA's National Risk Index, the parcel(s) (**is or are**) considered **relatively low** for overall natural hazards risks.

Community Resilience and Social Vulnerability Ratings

- Community Resilience is a consequence reduction risk component and a community risk factor that represents the ability of a community to prepare for anticipated natural hazards, adapt to changing conditions and withstand/recover rapidly from disruptions. Social Vulnerability is a consequence-enhancing risk factor that represents the susceptibility of social groups to the adverse impacts of natural hazards.
- Its community resilience is rated as **relatively moderate**. In contrast, its social vulnerability is rated as **relatively moderate**.

Potential Parcel Solar Panel Capabilities

- Regarding energy use and consumption, the parcel utilizes **electricity** as the predominant fuel type for heating purposes. However, the parcels have an average photovoltaic power potential for electricity generation via solar panels **1485 kWh/kWp**. As such, should solar panels be utilized, we recommend an optimum tilt of the photovoltaic modules at approximately **35°**, which could provide a potential of **1802 kWh/m2**.

Renewable Energy Commitment

- DEMA strongly encourages the use of renewable energies and high-efficiency appliances and utilities.
- Regarding utilities, DEMA suggests incorporating 90% series furnaces/HVAC systems; the closer to 99%, the better, as well as A/C units of 20 Seer or greater. DEMA recommends using tankless water heaters, and battery backup systems for sump pumps to reduce potential water damage from power failure.
- Lastly, DEMA encourages the integration of modern and emerging technologies, such as the potential for electric vehicles in garages/parking lots, green roofs where applicable and allowable, and the like.

***DEMA recommends and encourages the *County Evacuation Zone Location* to be made publicly available to businesses and patrons through signs, pamphlets, or other means.

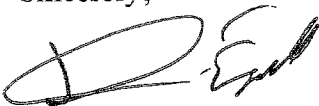
Delaware State Fire Marshall's Office – Contact Duane Fox 302-739-4394

- Although not a requirement of the Delaware State Fire Prevention Regulations, the Office of the State Fire Marshal encourages home builders to install fire sprinkler protection in all residential dwellings.
- The Office of the State Fire Marshal reminds home builders that they are obligated to comply with requirements of Subchapter III of Chapter 36 of Title 6 of the Delaware Code which can be found at the following website:
<http://delcode.delaware.gov/title6/c036/sc03/index.shtml>
- Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website: www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

Following receipt of this letter and upon filing of an application with the local jurisdiction, the applicant shall provide to the local jurisdiction and the Office of State Planning Coordination a written response to comments received as a result of the pre-application process, noting whether comments were incorporated into the project design or not and the reason, therefore.

Thank you for the opportunity to review this project. If you have any questions, please contact me at 302-739-3090.

Sincerely,



David L. Edgell, AICP
Director, Office of State Planning Coordination

CC: Town of Millsboro

Morris James LLP

David C. Hutt
302.856.0018
dhutt@morrisjames.com

August 19, 2022

**BY HAND DELIVERY &
Email to jamieb@millsboro.org**

Town of Millsboro
Jamie Burk, Town Manager
22 Wilson Highway
Millsboro, Delaware 19966

**RE: Application for Annexation
SCTP Nos.: p/o 133-11.00-1.00, 133-11.00-2.00 & 133-11.00-2.01**

Dear Mr. Burk:

Kindly find the enclosed Application for Annexation for the above-referenced properties. Due to the volume of the materials associated with this application, I have enclosed the following:

- one (1) unbound set of original documents;
- seven (7) copies of the documents that are bound with unbound full-size copies of the plans prepared by Morris & Ritchie Associates, Inc.; and
- a check in the amount of \$500.00 (the application fee).

Please note that one of the documents filed as part of this application is a cover letter from Ken Adams on behalf of the Joseph family. Mr. Adams' letter itemizes the individual components of the Application for Annexation.

In addition to the paper documents being hand-delivered to the Town, I am also emailing a ShareFile link to a folder containing a complete set of the documents for ease of communicating these documents to the Town's staff and professionals who will be assisting Town Council with the processing and consideration of this request. If any additional paper copies are needed, please do not hesitate to contact me.

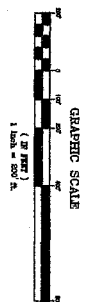
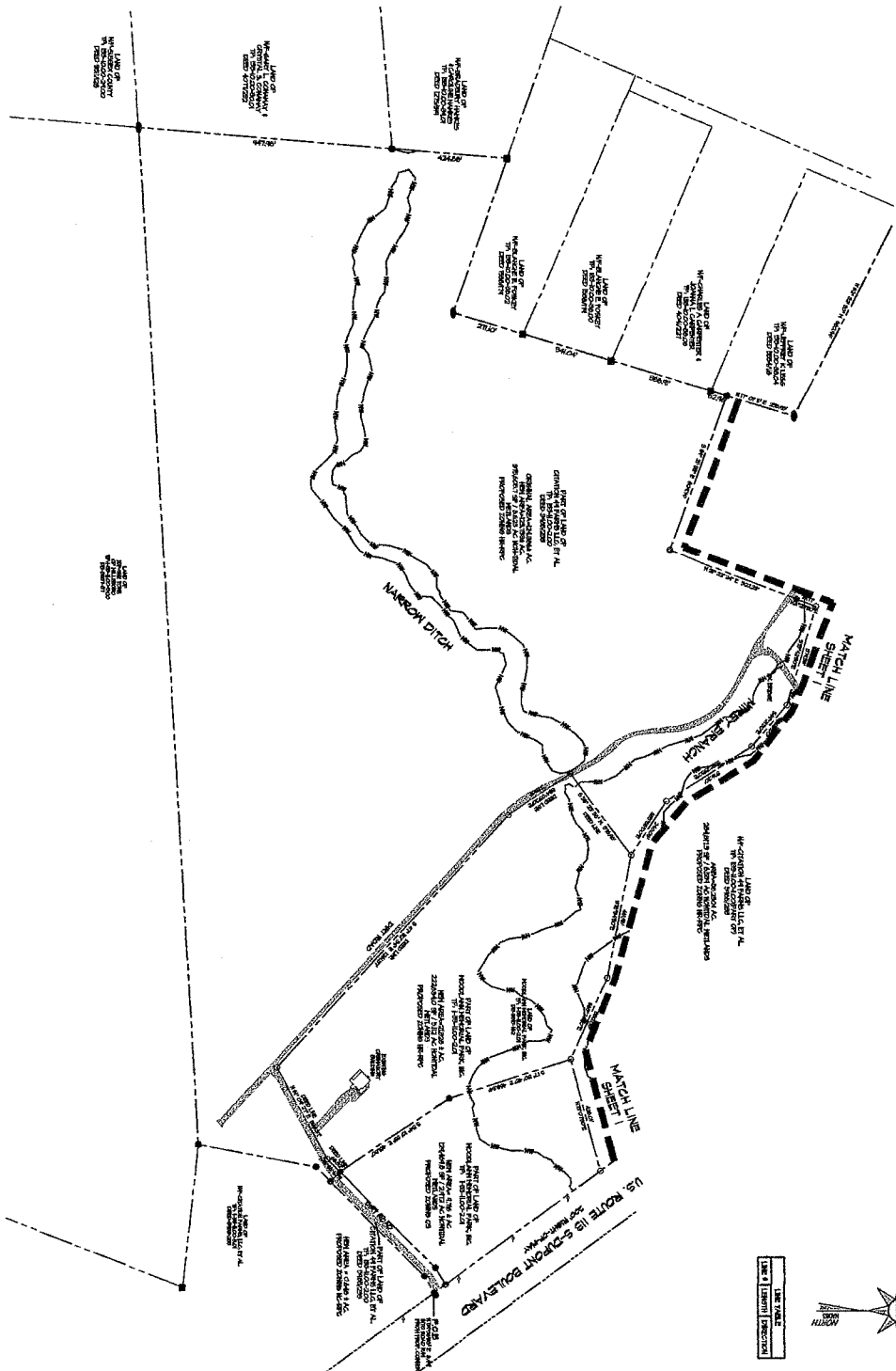
Finally, I am writing to request that the enclosed Application for Annexation be placed on the first available Agenda for Town Council to appoint a review committee. My clients look forward to working with the Town on this application.

Very Truly Yours,
MORRIS JAMES LLP


David C. Hutt, Esquire

Enclosures

- LEGEND**
- BE BOUNDARY LINE
 - ADJACENT PROPERTY LINE
 - CONCRETE PROPERTY MARK
 - IRON STAKE FOUND
 - IRON STAKE & CAP FOUND
 - IRON PIPE FOUND
 - IRON ROD FOUND & CAP SET
 - POINT OF BEGINNING
 - PIPER MARK



1" = 200'
1" = 100'
1" = 50'

ANNEXATION AREA BOUNDARY EXHIBIT
FOR
CITATION 49 FARMS, LLC, ET AL. & WOODLAWN MEMORIAL PARK, INC
DAGSBORO HUNDRED
SUSSEX COUNTY, DELAWARE
TP: 133-11.00-1.00 (PART OF), TP 133-11.00-2.00 & TP 133-11.00-2.01

MIRA

MORGES & RITCHIE ASSOCIATES, INC.

ENGINEER, PLANNER, ARCHITECT

1000 W. MARKET STREET
DOWNTOWN, DE 19804
302.478.1100
WWW.MIRA-INC.COM

CONVEYOR:
K. JOHANNAN DELAWARE
DANSON, INC.

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ANNEXATION BOUNDARY EXHIBIT

NO.	DATE	BY	FOR
1	7/29/22	MM	MM
2	7/29/22	MM	MM
3	7/29/22	MM	MM
4	7/29/22	MM	MM
5	7/29/22	MM	MM
6	7/29/22	MM	MM
7	7/29/22	MM	MM
8	7/29/22	MM	MM
9	7/29/22	MM	MM
10	7/29/22	MM	MM

DRAFT

28

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.

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AMENDMENT OF CHAPTER 127, IMPACT FEES, BY REVISING § 127-6. AMOUNT OF IMPACT FEES, SUBSECTION F. ANNEXATION IMPACT FEES, BY ADDING A NEW SUBPARAGRAPH (4) THERETO TO ESTABLISH A REDUCED ANNEXATION IMPACT FEE AMOUNT FOR PROPERTIES EXCLUSIVELY USED AS A CEMETERY.

WHEREAS, the Town received an inquiry from a member of the public, who is considering annexing property into the Town, regarding the annexation impact fees to be paid for property that is exclusively used as an existing cemetery; and

WHEREAS, because cemeteries do not generally use or require the water, wastewater and/or administrative services that other residential, commercial or other uses require, the suggestion has been made that property exclusively used as an existing cemetery should not be charged an annexation impact fee at all or, in the alternative, should be charged a reduced annexation impact fee; and

WHEREAS, after discussion with Town staff and consideration of which municipal services will benefit property used as an existing cemetery, the Town Council has determined that imposition of an annexation impact fee based on the “police protection impact fee” is appropriate for property exclusively used as an existing cemetery, as opposed to the annexation impact fee comprised of water, wastewater, building fund, and transportation/stormwater components typically charged upon annexation of properties devoted to other uses; and

WHEREAS, the “police protection impact fee” is usually assessed at the time a building permit for a new residential or new nonresidential structure is issued and the amount of the fee is determined by the construction value of the residential or nonresidential structure at issue, not to exceed \$2,500 for any single building permit issued; and

WHEREAS, because there is no “construction value” for an existing cemetery that may be used to calculate an annexation impact fee based on the formula used to calculate the “police protection impact fee”, the Town Council has determined that using the maximum \$2,500 “police protection impact fee” amount is appropriate for an existing cemetery upon annexation.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Town of Millsboro, in session met, a quorum pertaining thereto at all times, that **Chapter 127, Impact Fees**, be and is hereby amended as follows:

(1) Amend § 127-6. **Amount of impact fees**, Subsection F. Annexation Impact Fees, by adding a new subparagraph (4) thereto, which shall read as follows:

(4) Notwithstanding anything contained in this Subsection F. to the contrary, upon annexation of property used exclusively as an existing cemetery, an annexation impact fee calculated in accordance with

subparagraph (2) hereof shall not be due and payable. Rather, an annexation impact fee in the amount of \$2,500, which is the same amount as the maximum "police protection impact fee" required for new construction, shall be due and payable upon annexation of property used exclusively as an existing cemetery. Such a reduced annexation impact fee amount, based on the "police protection impact fee", is reflective of the municipal service that will immediately benefit an existing cemetery. If, following annexation, a property exclusively used as an existing cemetery at the time of annexation requires public works or other services of the Town or if any portion thereof is converted to a different use, additional impact fees shall be due and payable in accordance with this Chapter 127.

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 an Ordinance passed by the Town Council at its Regular Meeting held on September 6, 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

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**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.

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AMENDMENT TO CHAPTER 178, SUBDIVISION OF LAND, §178-7.C.(8)(e), TO REVISE THE BOND REQUIREMENTS FOR MAJOR SUBDIVISIONS DEVELOPED IN THE TOWN OF MILLSBORO.

WHEREAS, Chapter 178 of the Town Code provides rules, regulations and standards to guide land development and the subdivision of land in the Town of Millsboro; and

WHEREAS, §178-7.C.(8)(e) of Chapter 178 sets forth the bond requirements with which a developer must comply as part of developing a major subdivision in the Town of Millsboro; and

WHEREAS, in 2019 the Town Council revised the bond requirements set forth in §178-7.C.(8)(e) of Chapter 178 in order to make the subdivision and development process friendlier to and less costly for developers; and

WHEREAS, in the several years since revising the bond requirements in Chapter 128, the Town has determined that the previous bond requirements that were in place prior to 2019 are more manageable for the Town and better protect the Town, the subdivision project at issue, and the residents of the Town; and

WHEREAS, accordingly, at its Regular Meeting on August 1, 2022, the Town Council revised the definitions of “Completion Guaranty” and “Surety or Guaranty Bond” contained in §178-3 of Chapter 178 to revise the bond amount required to the 150% amount that was required prior to the revisions made in 2019; and

WHEREAS, in order to fully implement the Town Council’s desire to reverse the revisions made in 2019, the Town Council determines that it is also necessary for §178-7.C.(8)(e) of Chapter 178 to also be revised to reflect the requirements that were in place prior to the revisions made in 2019.

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 178, Subdivision of Land, of the Code of the Town of Millsboro, be and is hereby amended as follows:

Amend and revise §178-7.C.(8)(e) as follows (removed language is stricken through; new language is underlined):

(e) Bond requirements.

~~{1}~~ Before any work is started or contract awarded, the developer must put in escrow sufficient funds or provide a performance bond, surety guarantee bond or irrevocable letter of credit (“bond”) to cover ~~125%~~150% of the estimated cost of the work to be performed. As a condition of approval of improvement plans, the Town Council shall require the developer to post a performance

bond or other guaranty for any improvements required by the application of this chapter in an amount sufficient to construct the improvements and in a form acceptable to the Town Attorney. The amount of such bond shall be no less than ~~150%~~125% of the costs of improvements. Bonding and guaranties may be required for street and road improvements, surface drainage facilities, erosion and sedimentation control facilities, water supply facilities, sanitary sewer facilities, forested buffer strips or other improvements deemed necessary by the Town Council.

[2] Where a public agency other than the Town has authority to require performance guaranties, but in the determination of the Town Council those guaranties are not adequate to ensure completion of improvements, the Town Council may require additional bonds or guaranties in accordance with the provisions of subsection ~~[1]~~ above Subsection A of this section.

~~[3] Notwithstanding the preceding subsections of this section, no performance bond or other guaranty shall be required for improvements required by the application of this chapter upon lands owned by the party seeking to construct the improvements; provided, however, that no lots shall be sold or transferred and no residential building permits or zoning permits shall be issued until: (A) all required improvements are constructed and receive substantial completion; or (B) a bond or guaranty is posted in accordance with subsections [1] and [2] above; provided, however, that a party seeking to transfer a lot or obtain a residential building permit or zoning permit prior to substantial completion may notify the Town in writing of the intention to do so and provide an estimate for the work that remains to construct the improvements for review and approval by the Town. The performance bond or guaranty shall either be 125% of the value of the estimate or \$50,000, whichever is greater. The party seeking to transfer lots or obtain a residential building permit or zoning permit shall allow 30 days from the date of written notice to review the estimate, complete the necessary inspections and determine the amount of the performance bond or guaranty required for the remaining improvements.~~

~~[4] Substantial completion, for purposes of this subsection (c) concerning bond requirements, shall mean that all work has been performed to the extent that it is in a condition to be utilized in the manner required, designed and intended, and any included conditions have been addressed, all as determined by the Building Official, in consultation with the Town Engineer, or by such other authorized designee of the Town.~~

~~[5] After a performance bond or other guaranty is provided as required herein, a party may not alter the area of an approved phase of the~~

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~~development unless a new performance bond or other guaranty is provided for the new or altered phase. Any such alteration shall be subject to the approval of the Building Official, in consultation with the Town Engineer, or by such other authorized designee of the Town.~~

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 an Ordinance passed by the Town Council at its Regular Meeting held on September 6, 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

AUG 08 2022

TOWN OF MILLSBORO

MILLSBORO TOWN HALL

APPLICATION FOR CONDITIONAL USE

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

8.2.22

Date of application: _____

Location of Property: Alderleaf Meadows _____

Tax Map #: _____

Name of Applicant: Ryan Homes _____

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

Email address: _____

Work Phone: 302-732-9945 Cell Phone: _____

Title (or interest) in land and buildings (X) 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): _____

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: _____

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MISC BILLINGS- NEW BALANCE					
8/31/2022					
Date	Acct	Name	Amount		Rpt Code
3/11/2021	321	Knollwood Development	1,658.40	Alderleaf Meadows	engineering fees
5/17/2022	1122	Millwood Acy	142.53	Westtown Village	engineering fees
6/15/2022	1222	APD	1,214.50	ALDI Market	engineering fees
6/15/2022	1222	Mid Atlantic Commerical Group	2,574.43	Mid Atlantic Comm	engineering fees
8/3/2022	122	APD	954.70	ALDI Market	engineering fees
8/3/2022	122	Mid Atlantic Commerical Group	505.44	Mid Atlantic Comm	engineering fees
		ENGINEERING TOTAL	7,050.00		
5/29/2015	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
		MTR/PRTS TOTAL	185.00		
2/19/2015	815	Norman & Karen Laffey	100.00	23517 Tristan Lane 2/16/2	On/Off Wtr
		ON/OFF WTR TOTAL	100.00		
2/7/2020	820	Arcardis	708.45	Church St	GENMISC
6/21/2021	1221	Tonald Trucking	226.71	Old Lanidng Rd & Mitchell	GENMISC
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
		SEWER REVENUE TOTAL	1,716.41		
1/1/2022	722	Constance Eckert	360.00	13B	Boat Slip
1/1/2022	722	Laverne O'Neil	360.00	12	Boat Slip
		BOAT SLIP TOTAL	720.00		
7/1/2022	Sept	Millsboro Art League	600.00	Rent/Fee	Main St
7/1/2022	Oct	Millsborc 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	Sept	Danny Alo	550.00	Rent/Fee	Railroad Ave
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	Oct	Merck	1,080.00	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
		GENMISC TOTAL	28,780.00		
		GRAND TOTAL	38,551.41		
NEW BALANCE		DEBITS	CREDIT	WRITE OFF	OLD BALANCE
38,551.41		298,063.96	298,997.59	-18.38	39,466.66
			penalty was added on DB&F inv		

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Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-010150	OSVALDO B MORALES	27872 ROANOKE RAPIDS LNDG	306sf PAVER PATIO w/FIREPT, 4x6 TRASH ENCLOSURE	RPC	08534	04553	\$11,000	\$125
B-010162	BRIDGETTE HARPER	24652 DOGWOOD LN	296sf PAVER PATIO, 6' VINYL PRIVACY FENCE	RPC	10536	05519	\$3,000	\$85
B-010163	DORIS M WILLIAMS	29686 COBBLESTONE WAY	4' BLACK VINYL FENCE	HR	09078	03652	\$1,925	\$80
B-010164	ERIC FUENTES	31125 OLNEY WAY	13x10 PAVER PATIO	RPC	10338	05262	\$4,100	\$90
B-010165	ALFREDO R RIVERA	20421 ASHEVILLE DRIVE	390sf PAVER PATIO, 4x6 TRASH ENCL, 6' PRIVACY FENCE	RPC	07735	04057	\$11,500	\$130
B-010166	COASTAL HOMES, LLC	25181 LUMBERTON DR	SINGLE FAMILY DWELLING	RPC	10512	02776	\$412,558	\$1,499
B-010167	COASTAL HOMES, LLC	25203 LUMBERTON DR	SINGLE FAMILY DWELLING	RPC	10512	02785	\$412,558	\$1,499
B-010168	LENCRAFT, LLC	33422 HICKORY ST	THE LAUDERDALE	RPC	03082	05566	\$345,618	\$1,298
B-010169	LENCRAFT, LLC	33256 CLAREMONT CT	THE JESSUP	RPC	03082	05551	\$371,944	\$1,376
B-010170	LENCRAFT, LLC	33242 CLAREMONT CT	THE MONTEREY	RPC	03082	05548	\$389,219	\$1,430
B-010171	LENCRAFT, LLC	37027 HAVELOCK CT	THE PORTFIELD	RPC	03082	05760	\$559,777	\$1,980
B-010172	LENCRAFT, LLC	31331 BURKE CT	THE CAPTIVA	RPC	03082	05801	\$450,267	\$1,613
B-010173	LENCRAFT, LLC	35382 WRIGHT WAY	THE ELLCOTT	RPC	03082	05442	\$405,731	\$1,478
B-010174	LENCRAFT, LLC	35378 WRIGHT WAY	THE ELLCOTT	RPC	03082	05441	\$405,731	\$1,478
B-010175	LENCRAFT, LLC	35376 WRIGHT WAY	THE ELLCOTT	RPC	03082	05440	\$405,731	\$1,478
B-010176	LENCRAFT, LLC	35372 WRIGHT WAY	THE ELLCOTT	RPC	03082	05439	\$405,731	\$1,478
B-010177	LENCRAFT, LLC	35370 WRIGHT WAY	THE ELLCOTT	RPC	03082	05438	\$405,731	\$1,478
B-010178	LENCRAFT, LLC	35366 WRIGHT WAY	THE ELLCOTT	RPC	03082	05437	\$405,731	\$1,478
B-010145	DENNIS SHELL	31357 OLNEY WAY	16x12 SCREEN PORCH	RPC	10347	05631	\$13,000	\$135
B-010191	JOAN E GROURKE	36117 AUBURN WAY	6' WHITE VINYL PRIVACY FENCE w/1 GATE	RPC	09648	05083	\$2,995	\$85
B-010179	THOMAS J JENNINGS	10054 IRON POINTE DR EXT	FINISH BASEMENT	RPC	09033	02190	\$29,000	\$215
B-010180	HAE DUK CHUNG	35442 WRIGHT WAY	12x20 DECK	RPC	10684	05487	\$11,760	\$130
B-010181	LENCRAFT, LLC	34228 RICHMOND RD	11x13 DECK	RPC	03082	05701	\$5,000	\$95
B-010182	LENCRAFT, LLC	34232 RICHMOND RD	10x12 DECK	RPC	03082	05700	\$4,200	\$95
B-010183	LENCRAFT, LLC	34254 RICHMOND RD	10x12 DECK	RPC	03082	05696	\$4,200	\$95
B-010184	LENCRAFT, LLC	37000 HAVELOCK CT	10x12 DECK w/STAIRS	RPC	03082	05815	\$4,700	\$95
B-010185	LENCRAFT, LLC	37006 HAVELOCK CT	10x12 DECK	RPC	03082	05693	\$4,200	\$95
B-010186	LENCRAFT, LLC	34243 RICHMOND RD	10x12 DECK	RPC	03082	05685	\$4,200	\$95
B-010187	LENCRAFT, LLC	34249 RICHMOND RD	12x16 DECK w/STAIRS	RPC	03082	05687	\$8,300	\$115
B-010188	LENCRAFT, LLC	35290 WRIGHT WAY	8x20 DECK	RPC	03082	05384	\$5,600	\$100
B-010189	LENCRAFT, LLC	35294 WRIGHT WAY	8x20 DECK	RPC	03082	05386	\$5,600	\$100
B-010190	LENCRAFT, LLC	35298 WRIGHT WAY	8x20 DECK	RPC	03082	05388	\$5,600	\$100
B-010192	ROF MILLSBORO, LLC	26670 CENTERVIEW DR, UNIT 16	TENANT FIT-OUT - SLEEPY TOOTH ORTHODONTICS	HC	10650	03583	\$100,000	\$560
B-008177	CLARENCE FIEDLER	241 WHARTON ST	REPLACE DECK FOOTERS WITH CONCRETE	MR	00227	00500	\$3,500	\$50
B-010160	LENCRAFT, LLC	34307 BEAUFORT CT	11x13 DECK	RPC	03082	05689	\$5,000	\$95
B-010193	CAROL LYNN MCCARTHY	36055 AUBURN WAY	12x16 DECK	RPC	09087	05057	\$9,600	\$120

Total Permits = 128
 New Houses = 34
 Renovations = 89
 Commercial = 5

Town of Millsboro
Building Permits
August 2022

Permit #	Owner Name	Property Address	Work Description	Zoning	Cost #	Tax #	Work Cost	Permit Fee
B-010194	JOSEPH D BRITAIN	26078 ST HAYES BLVD	6' WHITE VINYL PRIVACY FENCE W/2 GATES	HR	09126	03194	\$2,993	\$85
B-010195	MICHAEL YUSKA	27008 GREENLEAF DR	4' WHITE VINYL PICKET FENCE W/2 GATES	R	10637	03852	\$7,928	\$110
B-010197	JOSEPH BROCKMEYER	31275 OLNEY WAY	15x20 PAVER PATIO W/SITTING WALLS	RPC	10254	05600	\$3,179	\$90
B-010198	CALEB MILLSBORO, LLC	25120 ASPEN CIR	THE BIRCH	RPC	08514	03857	\$292,482	\$1,139
B-010199	CALEB MILLSBORO, LLC	394 WINDFLOWER	THE ARUBA BAY	RPC	08514	04987	\$199,394	\$860
B-010200	CALEB MILLSBORO, LLC	375 WINDFLOWER	THE GRAND BAHAMA	RPC	08514	04975	\$227,909	\$944
B-010201	CALEB MILLSBORO, LLC	363 WINDFLOWER	THE GRAND BAHAMA	RPC	08514	04969	\$227,909	\$944
B-010196	PATRICIA L ALTHOFF	418 OLD LANDING RD	16x19 SCREENED IN PORCH OVER EXISTING DECK	MR	08892	00501	\$36,900	\$255
B-010202	SHIELA MARIE DE LA PENNA	27923 HOME FARM DR	SOLAR PANELS	RPC	07684	03342	\$27,864	\$210
B-010203	JEANETTE E FILAGGI	109 N ALNWICK LANE	4' WHITE VINYL PICKET FENCE W/1 GATE	RPC	05727	02074	\$2,723	\$85
B-010204	LENCRAFT, LLC	35295 WRIGHT WAY	8X16 DECK	RPC	03082	05409	\$4,480	\$95
B-010205	LENCRAFT, LLC	35297 WRIGHT WAY	8X16 DECK	RPC	03082	05410	\$4,480	\$95
B-010206	LENCRAFT, LLC	35299 WRIGHT WAY	8X16 DECK	RPC	03082	05411	\$4,480	\$95
B-010207	LENCRAFT, LLC	35301 WRIGHT WAY	8X16 DECK	RPC	03082	05412	\$4,480	\$95
B-010208	LENCRAFT, LLC	35303 WRIGHT WAY	8X16 DECK	RPC	03082	05413	\$4,480	\$95
B-010209	LENCRAFT, LLC	35305 WRIGHT WAY	8X16 DECK	RPC	03082	05414	\$4,480	\$95
B-010210	LENCRAFT, LLC	35307 WRIGHT WAY	8X16 DECK	RPC	03082	05444	\$4,480	\$95
B-010211	LENCRAFT, LLC	35309 WRIGHT WAY	8X16 DECK	RPC	03082	05445	\$4,480	\$95
B-010212	RYAN MCCOY	20636 ALBERMARLE LN	6' WHITE VINYL PRIVACY FENCE W/1 GATE	RPC	10568	04084	\$1,800	\$80
B-010217	JOHN CUSATO	35194 WRIGHT WAY	4x6 TRASH ENCLOSURE	RPC	10473	05115	\$1,000	\$50
B-010218	KRISTA R HESSERT	20794 BRUNSWICK LN	6' VINYL PRIVACY FENCE	RPC	10258	04049	\$2,975	\$85
B-010219	MILLSBORO LIBRARY	217 STATE ST	EXTERIOR DOOR, RAMP	MR	01259	00103	\$27,300	\$210
B-010220	CALEB MILLSBORO, LLC	26016 TULIP CRSG	THE BIRCH	RPC	08514	05655	\$277,634	\$1,094
B-010221	ROGER DINGUS	31296 OLNEY WAY	380sf PAVER PATIO W/SITTING WALLS	RPC	10324	05593	\$10,000	\$120
B-010222	DOUGLAS KUNTZ	215 W BOURNE WAY	5' VINYL FENCE W/1 GATE	RPC	10717	01938	\$5,870	\$100
B-010225	CHARLES T HOBBS	328 MORRIS ST	REMOVE/REPLACE ROOF SHINGLES	MR	06791	00141	\$14,700	\$145
B-010213	PATRICIA L ALTHOFF	418 OLD LANDING RD	REMOVE/REPLACE ROOF SHINGLES	MR	08892	00501	\$15,000	\$145
B-010214	BOBBY VAUGHN	418 TUNBRIDGE CT	5x20 W/ROOF, 5x8 PLATFORM W/STEP	MR	08892	00501	\$15,000	\$145
B-009584	HUGH WAITS	10091 IRON POINTE DR EXT	12x16 3-SEASON ROOM ON EXISTING DECK W/8x6 LANDING	RPC	10239	02065	\$59,448	\$400
B-009585	FRANCES PARADISE	10093 IRON POINTE DR EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	09968	01722	\$7,342	\$110
B-009586	JOHN ROBERTS	10095 IRON POINTE DR EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	10615	01723	\$7,342	\$110
B-009587	JAMES CONNOR	10097 IRON POINTE DR EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	09695	01724	\$7,342	\$110
B-009600	BONNIE AUSTIN	10038 IRON POINTE DR, EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	10524	01724	\$7,342	\$110
B-009601	HAMMAD BERAIK	10040 IRON POINTE DR, EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	04119	01844	\$7,342	\$110
B-009602	DELICINA TURNER	10042 IRON POINTE DR, EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	10241	01840	\$7,342	\$110
B-009603	DOUGLAS POOL	10044 IRON POINTE DR, EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	10044	01841	\$7,342	\$110
				RPC	06516	01842	\$7,342	\$110

Total Permits = 128
New Houses = 34
Renovations = 89
Commercial = 5

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Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-009604	MICHAEL POTTER	10046 IRON POINTE DR., EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	04186	01839	\$7,342	\$110
B-009605	KYRO TSJIMON	10048 IRON POINTE DR., EXT	REMOVE/REPLACE ROOF SHINGLES & PLYWOOD (IF NEEDED)	RPC	04121	01843	\$7,342	\$110
B-010215	MICHELE M JONES	205 RIVER DRIVE	20x26 STEEL GARAGE ON CONCRETE PAD	MR	09698	00193	\$13,000	\$135
B-010223	ADRIAN P CARGILL	10 HUNTER'S POINTE	3 SEASON ROOM	HR	09498	00157	\$13,938	\$280
B-010224	ADRIAN P CARGILL	10 HUNTER'S POINTE	37x10 DECK	HR	09498	00157	\$8,200	\$115
B-010226	JAMES KILLEEN	31246 OLNEY WAY	SOLAR PANELS	RPC	10141	05581	\$34,096	\$245
B-010227	LENCRAFT, LLC	35318 WRIGHT WAY	8x20 DECK	RPC	03082	05422	\$5,600	\$100
B-010228	LENCRAFT, LLC	35314 WRIGHT WAY	8x20 DECK	RPC	03082	05420	\$5,600	\$100
B-010229	LENCRAFT, LLC	35310 WRIGHT WAY	8x20 DECK	RPC	03082	05418	\$5,600	\$100
B-010230	LENCRAFT, LLC	35306 WRIGHT WAY	8x20 DECK	RPC	03082	05416	\$5,600	\$100
B-010231	LENCRAFT, LLC	35302 WRIGHT WAY	8x20 DECK	RPC	03082	05415	\$5,600	\$100
B-010232	LENCRAFT, LLC	37008 HAVELOCK CT	11x13 COVERED DECK W/STAIRS	RPC	03082	05692	\$6,000	\$100
B-010233	CHASBO PROPERTIES, INC	28412 DUPONT BLVD	28x107 REMAX SIGN	HC	09416	00383	\$500	\$50
B-010234	G&I VIII PENINSULA	26680 CENTERVIEW DR	ALDI GROCERY STORE SIGN	HC	08222	03605	\$10,000	\$120
B-010236	WINDY/GEORGE BENTON	251 OLD LANDING RD	6' WOODEN PRIVACY FENCE	HR	01153	00031	\$1,200	\$80
B-010238	CALEB MILLSBORO, LLC	27012 GREENLEAF DR	THE SPRUCE	RPC	08514	03850	\$261,291	\$1,046
B-010239	CALEB MILLSBORO, LLC	27004 GREENLEAF DR	THE CEDAR	RPC	08514	03854	\$329,564	\$1,250
B-010240	CALEB MILLSBORO, LLC	377 WINDFLOWER DR	THE GRAND BAHAMA	RPC	08514	04976	\$227,909	\$944
B-010242	ROBERT/MICHELLE TRUITT	226 LAUREL RD	REMOVE/REPLACE ROOF SHINGLES	MR	00662	00010	\$19,812	\$160
B-010243	IRA HAYNIE	31339 OLNEY WAY	6' WHITE PRIVACY FENCE W/1 GATE	RPC	10342	05617	\$3,852	\$90
B-010244	CHRISTINA HO	31317 OLNEY WAY	16x25 PAVER PATIO W/SITTING WALL	RPC	10274	05611	\$16,000	\$150
B-010245	GILMER F H MACARIO	106 DELAWARE AVE	SINGLE FAMILY DWELLING	MR	09169	00616	\$391,931	\$1,436
B-010245	EMILY SCHLATER	35189 WRIGHT WAY	10x16 2ND FLOOR DECK	RPC	10107	05317	\$7,500	\$110
B-010256	BALSAMO REAL ESTATE	109 MAIN ST	INSTALL NEW FLAT ROOF	UB	10689	00354	\$117,445	\$614
B-010257	BRIAN KING	31284 OLNEY WAY	INSTALL WINDOWS ONTO SCREEN PORCH	RPC	10328	05591	\$10,348	\$120
B-010258	TAMARA TOOMEY	11 HUNTER'S POINTE	REPLACE EXISTING DECK BOARDS	HR	00518	00185	\$40,000	\$270
B-010247	LENCRAFT, LLC	35311 WRIGHT WAY	8x16 DECK	RPC	03082	05446	\$4,480	\$95
B-010248	LENCRAFT, LLC	35313 WRIGHT WAY	8x16 DECK	RPC	03082	05447	\$4,480	\$95
B-010249	LENCRAFT, LLC	35315 WRIGHT WAY	8x16 DECK	RPC	03082	05448	\$4,480	\$95
B-010250	LENCRAFT, LLC	35317 WRIGHT WAY	8x16 DECK	RPC	03082	05448	\$4,480	\$95
B-010251	LENCRAFT, LLC	35319 WRIGHT WAY	8x16 DECK	RPC	03082	05450	\$4,480	\$95
B-010252	LENCRAFT, LLC	35321 WRIGHT WAY	8x16 DECK	RPC	03082	05451	\$4,480	\$95
B-010253	LENCRAFT, LLC	35323 WRIGHT WAY	8x16 DECK	RPC	03082	05452	\$4,480	\$95
B-010254	LENCRAFT, LLC	35325 WRIGHT WAY	8x16 DECK	RPC	03082	05453	\$4,480	\$95
B-010260	KANDICE TONEY	31161 OLNEY WAY	5' BLACK ALUMINUM FENCE	RPC	10186	05257	\$5,529	\$100
B-010259	ROBERT RAUTZHAN	19222 SANDSTONE LN	264sf PAVER PATIO W/RETAINING WALL W/GATE	HR	09913	03693	\$9,304	\$120

Total Permits = 128
 New Houses = 34
 Renovations = 89
 Commercial = 5

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Town of Millsboro
 Building Permits
 August 2022

Permit #	Owner Name	Property Address	Work Description	Zoning	Cust #	Tax #	Work Cost	Permit Fee
B-010216	EDWARD R FALK	29439 PEMBROKE LINDG	8x8 DECK W/STEPS & RAILING	RPC	06049	04528	\$4,375	\$95
B-010237	JOHN P DEERING	27519 BELMONT BLVD	48x48 EGRESS WINDOW IN BASEMENT	RPC	09016	03111	\$11,547	\$130
B-010262	LUIS FERNANDES	27510 BELMONT BLVD	11x33 DECK, 4x8 TRASH ENCLOSURE	RPC	07901	03098	\$18,324	\$165
B-010263	PAUL TAYLOR	35228 WRIGHT WAY	10x20 DECK, 10x20 CONCRETE PAD	RPC	10753	05361	\$12,800	\$135
B-010264	USA KATZMIRE	24641 DOGWOOD LN	10x16 DECK	RPC	10500	05540	\$8,000	\$110
B-010265	SUSAN BUCKLAND	312 MORRIS ST	REMOVE/REPLACE ROOF, SIDING, FRONT DOOR	MR	10221	00313	\$57,000	\$388
B-010268	SUSAN SHEEHAN	22956 SURREY LN	4' WHITE VINYL FENCE	RPC	10691	2596	\$6,620	\$105
B-010270	MICHAEL RASCH	20592 S CHARLOTTE BLVD	6' WHITE PRIVACY FENCE W/1 GATE	RPC	10723	04772	\$3,105	\$90
B-010273	LENCRAFT, LLC	33236 CLAREMONT CT	THE LAUDERDALE	RPC	03082	05547	\$345,618	\$1,298
B-010274	LENCRAFT, LLC	33417 HICKORY ST	THE JESSUP	RPC	03082	05573	\$371,944	\$1,376
B-010275	LENCRAFT, LLC	31311 BURKE CT	THE CANTON	RPC	03082	05793	\$348,877	\$1,307
B-010276	LENCRAFT, LLC	31335 BURKE CT	THE DORCHESTER	RPC	03082	05802	\$669,506	\$2,200
B-010277	LENCRAFT, LLC	31407 FAYETTEVILLE DR	THE JENNINGS	RPC	03082	05706	\$443,295	\$1,592
B-010278	LENCRAFT, LLC	31409 FAYETTEVILLE DR	THE LAGUNA	RPC	03082	05707	\$365,549	\$1,358
B-010279	LENCRAFT, LLC	31411 FAYETTEVILLE DR	THE LAGUNA	RPC	03082	05708	\$366,992	\$1,361
B-010280	LENCRAFT, LLC	31415 FAYETTEVILLE DR	THE JENNINGS	RPC	03082	05709	\$443,295	\$1,592
B-010281	LENCRAFT, LLC	31419 FAYETTEVILLE DR	THE JENNINGS	RPC	03082	05710	\$443,295	\$1,592
B-010282	LENCRAFT, LLC	31423 FAYETTEVILLE DR	THE JENNINGS	RPC	03082	05711	\$413,470	\$1,502
B-010283	LENCRAFT, LLC	31425 FAYETTEVILLE DR	THE JENNINGS	RPC	03082	05712	\$435,759	\$1,568
B-010284	LENCRAFT, LLC	31429 FAYETTEVILLE DR	THE LAGUNA	RPC	03082	05713	\$383,027	\$1,412

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