

**MINUTES OF THE MILLVILLE  
TOWN COUNCIL MEETING  
June 14, 2016 @ 7:00 p.m.**

In attendance were Mayor Bob Gordon; Deputy Mayor Steve Maneri; Treasurer Susan Brewer; Secretary Valerie Faden; Council Member Steve Small; Town Solicitor Seth Thompson, AECOM Representative Kyle Gulbranson, Town Manager Debbie Botchie, and Town Executive Assistant Matt Amerling.

**1. CALL MEETING TO ORDER**

Mayor Bob Gordon called the meeting to order at 7:00 p.m. Mayor Gordon called for a moment of silence to honor the victims and their families of the Orlando, Florida, mass shooting.

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

**3. ADOPTION OF TOWN COUNCIL MINUTES AND NOTES**

- A. Adoption of Town Council Minutes – May 10, 2016
- B. Adoption of Town Council Workshop Minutes – May 24, 2016

Council Member Steve Small motioned to approve the minutes from the May 10, 2016, Town Council meeting and the May 24, 2016, Town Council Workshop meeting. Deputy Mayor Steve Maneri seconded the motion. Motion carried 5-0.

**4. FINANCIAL REPORT – Treasurer Susan Brewer**

- A. May 2016

Council Member Susan Brewer read the Financial Report for the month ending 5/31/16.

**May 31, 2016:**

General Revenue:	\$ 257,718.	Restricted Revenue:	\$ 85,460.
General Expenses:	29,894.	Restricted Expenses:	23,479.

Council Member Valerie Faden motioned to approve the Treasurer's Report for the month ending May 31, 2016. Mayor Gordon seconded the motion. Motion carried 5-0.

**5. ADMINISTRATIVE MATTERS**

- A. Administrative Report for May 2016 – Town Manager

Town Manager Debbie Botchie stated the revenue for May seems extremely high because it is frontloaded as this is when the Town receives a majority of its property taxes and business license payments. Ms. Botchie stated the Town issued ninety-six-thousand dollars (\$96,000.00) in building permits in May, so the two-hundred-fifty-seven-thousand dollars (\$257,000.00) is a bit unusual. Ms. Botchie stated the Town staff and Council held a groundbreaking ceremony on June 9, 2016, for its new municipal complex; and once the building is complete, the Town will have an open house for our residents and property owners at that time. Ms. Botchie further stated

demolition of the buildings on the site of the Town's future park and playground will begin tomorrow, June 15, 2016, so the Town wants to have all of that cleared so we can hold the Town's Pumpkin Festival on that land on October 1, 2016.

Council Member Steve Small stated after looking at what the Town has planned for the park, it is quite impressive, and he would like to know when a general presentation to the public will be held. AECOM Representative Kyle Gulbranson, the Town planner, stated a few of Town staff and Council Member Maneri will be going over some renderings, so once those renderings are narrowed down to one or two, Mr. Gulbranson thinks the Town can schedule a presentation. Mr. Small asked if it wouldn't be too long after July 4, 2016. Mr. Gulbranson stated the presentation may be a little before that date. Ms. Botchie stated as of May 31, 2016, Robin Caporaletti began her job with the Town as the Building & Code Assistant, to assist Town Code & Building Administrator Eric Evans, and the Town is happy to have her on staff.

### **MOTION TO ENTER PUBLIC HEARING**

Ms. Brewer motioned to enter the public hearing at 7:09 p.m. Ms. Faden seconded the motion. Motion carried 5-0.

## **6. NEW BUSINESS**

- A. Discuss Ordinance 17-02 – Town Solicitor Seth Thompson *Synopsis:* Ordinance 17-02, formerly known as Ordinance 16-05, which amends the Town of Millville Code at Chapter 155 at: Article VII, § 155-16, to add regulations regarding Wireless Communications Facilities and Amateur Radio Antennas.

Town Solicitor Seth Thompson asked Town Manager Debbie Botchie if the Town received any written comments. Ms. Botchie stated no. Mr. Thompson stated the Town had received a letter from Mr. Dan Henderson, of the American Radio Relay League (ARRL), which is the National Association for Amateur Radio, who had some concerns about the ordinance, particularly its language regarding the "Amateur Radio Antennas" portion. Mr. Thompson stated based on he and Ms. Botchie's conversations with Mr. Henderson, the Town decided to omit the language "and Amateur Radio Antennas" from the title of the ordinance as well as including the language under "Wireless Communication Facility" to include "... for commercial purposes and not for non-commercial, residential purposes," making the ordinance strictly about regulations regarding wireless communications facilities. Mr. Thompson further stated because of this action, Mr. Henderson withdrew his letter from being read at tonight's meeting and had no issue with the amended ordinance for the wireless communications facilities, of which the Town has Mr. Henderson's emails to confirm his approval. Mr. Thompson stated the overall structure is that a wireless communications facility would require a conditional use permit, which involves coming to Council, at which time Council will make sure the application is complete before granting the conditional use permit under its normal conditional use process.

### (1) Residents / Property Owners Comments and Questions

Mr. Bill Duveneck, of the ARRL, and of Milton, stated he and the other six amateur radio operators have a common interest in advancing amateur radio as a voluntary public service and emergency communications means, supporting international goodwill, furthering electronics understanding, and overall technical training, particularly among youth. Mr. Duveneck stated HAMS maintain an autonomous network which does not rely on cell phones, telephone, faxes, or phone lines, so when those things are overloaded, the amateur radio operators can do so from their cars or homes, and antennas are essential to this system. Mr. Duveneck stated he and the other members are here to communicate their appreciation to the Council for modifying Ordinance 17-02 in such a manner that it will accommodate amateur radio antennas and supporting structures in Millville. Mr. Duveneck further stated the amateur radio operators of Millville, Sussex County, and the State of Delaware thank Council for their efforts on behalf of amateur radio, and the ARRL would like to extend to Council an offer of ARRL's assistance as the Town drafts new legislation relating to amateur radio antennas. Mr. Duveneck stated his invitation to Council to attend ARRL's annual Field Day celebration in Seaford and Lewes this year, for the last weekend in June.

Mr. Patrick Ryan, of Seaford, and a member of the ARRL, stated his confirmation that because the non-commercial purposes are cited in the new language, then the amateur radio antennas are not included in this particular ordinance, and Mr. Ryan stated his thanks to Council.

### **MOTION TO CLOSE PUBLIC HEARING**

Ms. Faden motioned to exit the public hearing at 7:19 p.m. Ms. Brewer seconded the motion. Motion carried 5-0.

- (2) Discuss and possible vote on Ordinance 17-02.  
Mayor Gordon requests individual vote.

Mayor Gordon stated since the changes were from the commercial end to the residential end, this ordinance changed a lot of the structure for the amateur radio operators, making their usage more open. Mr. Thompson stated there is a pending case under its third appeal in the Third Circuit, which includes Delaware – even though the case did not originate in Delaware but rather Pennsylvania – so there will be some more case law in terms of what constitutes a reasonable accommodation when it comes to amateur radios. Mr. Thompson stated if Council decides to take up that issue in the future, there will seemingly be some guidance from our courts. Mr. Thompson stated the ARRL has some legislation they hope to pass on the federal level with regard to home owners associations (HOAs) and their ability to regulate those residents; but obviously, the municipal government is separate from the contractual obligations of the HOA, but that might be something to help balance between allowing people to have those amateur radios versus neighbors who want to preserve aesthetics. Mr. Thompson stated his appreciation at the ARRL for being willing to help when it comes time to draft an ordinance for amateur radio antennas.

Mr. Maneri motioned to approve Ordinance 17-02 with the amendment that the words “Amateur Radio Antennas” are omitted, as well as the new language under the definition for “Wireless Communication Facility.” Mr. Small seconded the motion. Mr. Maneri voted yes. Ms. Faden voted yes. Mr. Small voted yes. Ms. Brewer voted yes. Mayor Gordon voted yes. Motion carried 5-0.

- B.** Discuss and possible vote on a bond reduction submitted by Dove Barrington Development, LLC for Phase 2 (Bishop’s Landing); Bond #5040681. Synopsis: Dove Barrington is requesting to reduce their bond to \$175,412.50, which represents 125% of the cost to complete the improvements plus \$5,000.00 for the replacement of damaged concrete. AECOM recommends that Bond #5040681 be reduced as requested.

Mr. Kyle Gulbranson, of AECOM, stated AECOM reviewed the bond reduction request provided by Beazer Homes, and AECOM reviewed the costs and quantities that were identified in the Bunting & Murray proposal provided to Council. Mr. Gulbranson stated the quantities and prices seemed to be typical prices with the estimate of the cost of improvement being appropriate. Mr. Gulbranson stated based on all of this, it is AECOM’s recommendation that the bond be reduced accordingly. Mr. Gulbranson stated AECOM worked with Town Code & Building Administrator Eric Evans to look at some curbing which was damaged and needed to be replaced, and that is why there is an additional five-thousand dollars (\$5000.00) added to that total cost. Mr. Thompson asked when AECOM receives a bond reduction request, and they look over the numbers (in this case, provided by Bunting & Murray), how does AECOM go through the appropriateness of the costs and does AECOM go to other engineers or other contractors. Mr. Gulbranson stated there is standard market pricing out there so when AECOM gets a bond request such as this one, AECOM makes sure the work has been inspected and is where it needs to be to meet Town Code standards, and to make sure Mr. Evans is satisfied with the quality of the improvements. Mr. Gulbranson stated when AECOM does look through the costs, they look at the market costs for the region and that is how AECOM determines whether or not the pricing is appropriate. Mr. Thompson asked where does it list what improvements the bond actually covers. Mr. Gulbranson stated that information is listed in the public works agreement. Mr. Thompson asked if the bond is going to marginally be about the community improvements – the roads, etc. Mr. Gulbranson stated yes, this bond was for improvements within the right-of-way; the Town requires that all improvements in the right-of-way are covered under a bond in case something should go wrong on site, or the quality of the improvements aren’t what they should be. Mr. Gulbranson further stated, in this case, this bond was basically for roads and stormwater and some sidewalks within the right-of-way (of Phase 2). Mr. Thompson asked if the remaining amount is one-hundred-twenty-five percent (125%) of the cost of what it’s going to cost to complete everything under that development agreement. Mr. Gulbranson stated yes, the estimated cost to finish the improvements in the right-of-way of this phase was one-hundred-thirty-six-thousand dollars (\$136,000.00), and the twenty-five percent (25%) is added on, plus the additional five thousand dollars (\$5000.00), which brings the cost up to the one-hundred-seventy-five-thousand-four-hundred-twelve dollars and fifty cents (\$175,412.50). Mr. Thompson asked if the 25% is basically a buffer. Mr. Gulbranson stated yes, if for some circumstance, the developer could not complete the improvements, the Town

has that recourse to call that bond and have those improvements completed with the buffer. Mr. Thompson asked if the pricing could change, such as the cost of materials going up. Mr. Gulbranson stated yes, it could, but, fortunately, with oil prices, the cost of asphalt hasn't gone up. Mr. Thompson asked if there is a request for the bond to be released once all of the improvements are done and they have been inspected, then will there be a maintenance bond which will have to be put in place for the improvements. Mr. Gulbranson stated yes. Mr. Thompson asked if the maintenance bond is a one-year bond. Mr. Gulbranson stated yes.

Mr. Maneri asked if these measurements are correct. Mr. Gulbranson stated yes, what AECOM's engineer does is he reviews the approved plan, measures the quantities and makes sure the numbers of inlets are all correct, and assigns the cost based on the number of materials required. Mr. Maneri asked if the cost here is a random cost or does it represent the current market value. Mr. Gulbranson stated AECOM looks at market value just to make sure that the prices provided by Bunting & Murray are acceptable and in the range of what costs originally are. Mr. Thompson stated as shown on the invoice, Bunting & Murray are holding that pricing out for thirty (30) days, which is why the Town requests something above one hundred percent (100%), in case of something like the oil prices shooting back up.

Council Member Small stated he believes there is some confusion created by the documents, which suggest the Town is dealing with a specific section, Phase 2, and the designation there is not recognized by the Town, so Mr. Small assumes the designation was placed there by the contractor (Bunting & Murray). Mr. Thompson stated that appears to be the situation. Mr. Small stated he thinks that section would be known by another name to Bishop's Landing and to its developer. Mr. Small stated he believes Phase 2 is a section that only consists of multi-family homes, and that the roads in that section will not be subject to further traffic by heavy trucks for construction. Mr. Small asked if there was a representative from Beazer or its parent company present tonight. Mr. Steve Brodbeck, of Beazer Homes, stated his presence. Mr. Small asked Mr. Brodbeck if Mr. Small's statement of the facts were correct. Mr. Brodbeck stated there are multi-family homes in Phase 2 in two (2) sections of pond eight (8), the large pond Beazer just completed near the amenities center. Mr. Small asked Mr. Brodbeck if that section is known to Beazer as part – or, as most of – Section 1-B. Mr. Brodbeck stated no, section 1-B is up in the multi-family section and it's actually the first section of single-family homes along Burbage Road and Windmill Road, so that statement is totally inaccurate. Mr. Brodbeck further stated the phasing plan addresses part of the public works agreement, and the different phases are shown by different colors, which Mr. Brodbeck believes Mr. Thompson has in the agreement under Phase 2, so it's designated in the agreement as being specific to the phase. Mr. Thompson stated to clarify any misunderstanding, he is looking at the public works agreement and asked if Phase 2 is the one Beazer is referring to for this bond. Mr. Brodbeck stated yes, the original agreement which was put in place was then amended by the phase, and this same phase structure has been this way since the beginning of the job for three (3) years. Mr. Thompson pointed out Phase 2 on the public works agreement to Mr. Small. Mr. Small pointed out that there were workers in Phase 5. Mr. Thompson asked Mr. Brodbeck if Beazer was doing work in Phase 5 as well. Mr. Brodbeck stated no, Phase 5 right now is a field being farmed, which is on the

corner of Windmill and Substation Road. Mr. Thompson stated he was passing the public works agreement phasing plan down to Mr. Gulbranson to make sure everyone was using the right terminology. Mr. Brodbeck stated that phase plan has been in place since the developer started in 2012. Mr. Thompson stated whenever a new phase comes on line, rather than execute an entire new public works agreement, the Town adds an addendum which adds that phase to the original public works agreement. Mr. Gulbranson stated the bond is specific to Phase 2, according to the public works agreement phasing. Mr. Thompson stated there is a separate bond which is placed on each phase and this bond tonight deals specifically with just Phase 2.

Mr. Pierre Saez, of Lone Cedar Landing, asked if this bond does not address any funding of long-term replacements, specifically the access road, the drainage, and things of that nature. Mr. Thompson stated the general notion is the bond is going to be specific to the infrastructure in the right-of-way. Mr. Gulbranson stated what the Town requires when bonding is it be the infrastructure within the right-of-way, such as streets, curbing, sidewalks, and the stormwater underneath the street (but not the stormwater in the ponds). Mr. Gulbranson stated the Conservation District has bonding requirements for the stormwater ponds and things of that nature, but the Town's concern is just with the infrastructure within the right-of-way. Council Member Valerie Faden stated she would like to solicit additional comments from the audience if the public wants to speak on this issue.

Mr. Marshall Gevinson, of Seashore Park Drive, stated his understanding is that this bond includes top-coating the street. Mr. Gulbranson stated yes. Mr. Gevinson asked if Beazer had to put the curbs and sidewalks back to the condition in which they found it. Mr. Gulbranson stated yes. Mr. Gevinson stated he walked down a sidewalk which he believes is the one in question – across from the clubhouse, down Lone Cedar Landing and all of those streets back in there, there is no single family dwellings there – and it is all marked off from where Mr. Gevinson assumes Mr. Evans marked it off; and Mr. Gevinson stated he saw a lot of areas which were not marked off but should have been because of chipping, etc. Mr. Gevinson asked how does Beazer fix the chipped curb of the concrete where it goes into the street. Mr. Gulbranson stated it depends on how badly it's chipped. Mr. Gevinson stated if it is a chip about four (4) inches wide and two (2) inches deep, how would Beazer repair that? Mr. Gulbranson stated Beazer would have to saw-cut that section out and replace it. Mr. Gevinson asked when they replace it with concrete, how does that bond to the old concrete. Mr. Gevinson stated he does not want the home owners association (HOA) to pay to fix things that are going to break in a couple of years after it's put in because of a poor patch job. Mr. Gulbranson stated this bond is in place to finish the street, so when Beazer is ready to finish that street, there will be another inspection and anything that is damaged will be marked, there will be a punchlist put together, those items will have to be corrected; and once the final paving and final concrete work is done, and the Town is satisfied that the improvements are as they should be, the Town may decide to reduce the bond complete, but there is a maintenance bond which is placed on that and, at that point, there is a warranty period of one (1) year after the Town signs off on the street improvements. Mr. Gevinson stated if an area is cut out and the concrete is replaced, is there a bonding agent put in there to

adhere, because if there is not, the agent and concrete will crack in a couple of years, and the HOA is not going to pay for it. Mr. Gevinson stated when the concrete was poured, there were no chips in those and if the residents are not going to see the repairs done are not going to last, then the residents do not want to have to pay for it. Mr. Gevinson stated in all of these documents, he does not see the amount the bond was but only what cost it is being reduced to (\$175,412.50). Mr. Gulbranson stated the initial bond amount was for nine-hundred-nine-thousand-eight-hundred-thirty-four dollars (\$909,834.00). Mr. Gevinson stated that amount is a considerable amount of money to be dropping off seven-hundred-thousand dollars (\$700,000.00). Mr. Brodbeck stated the bond was put in place for building the roads, which entails boxing out the roads, all the substructure, all the stone, all the base-coating, all of the curbing, all of the stormwater within the right-of-way; so unless you look at the comprehensive plans, it's in the original bonds – which the Town can provide – those dollars are in there, they've been spent, they've been installed, and they've been inspected by multiple agencies. Mr. Brodbeck stated this bond is being reduced just for the top-coating, any additional repairs – which Beazer is going to do and they're going to Phase 1 right now and the top-coating worked – and it's all qualified. Mr. Brodbeck further stated it's not estimates but rather hard bids which are put in place and contracted by the developer, and a lot of time there are engineering bids, but these are contracting bids. Mr. Gulbranson stated, typically, you don't see that, and usually there are a lot of bids from a contractor to do work. Mr. Gevinson stated as he walked the area, he saw a lot of pitted concrete on the sidewalk itself and he thinks on lot fifty-eight (58), on the corner by the pond, there are embedded tractor tracks embedded in the concrete itself, which wasn't marked. Mr. Gevinson further stated if concrete work is going to be done, the job should be nice, smooth concrete, rather than having pits which are prevalent all over the place, particularly in the Lone Cedar Landing areas. Mr. Gevinson stated he thinks Beazer and the Town should look more into it and get it all done at the same time rather than in bits and pieces.

Ms. Maureen McCollum, of Longs Chapel Lane, asked, in terms of the original bond amount of \$909,834.00, is that just for Phase 2. Mr. Brodbeck stated yes, just for Phase 2. Ms. McCollum asked if there have been any other bond reductions for any other phases in the Bishop's Landing community thus far. Mr. Gulbranson stated he believes there were bond reductions for Phase 1 prior to this bond. Ms. McCollum asked if there is still 125% and that doesn't include the final maintenance bond. Mr. Gulbranson stated no, nothing has been finalized yet. Ms. McCollum asked what the bonds are secured by. Mr. Gulbranson stated by a security company. Ms. McCollum asked by a security company, insurance. Mr. Gulbranson stated yes. Ms. McCollum stated, from Beazer's perspective, by reducing these letters of credit, what ability does that give Beazer to do, does that free up money to continue to build out the rest of the community? Mr. Brodbeck stated yes, as Beazer will be moving through as it goes on to the other phases, but Mr. Brodbeck thinks the point that is being lost in this whole thing is this is just a bond reduction, and it's not asking for a release or going into any maintenance fee, it would comprehensively be gone through by engineers. Mr. Brodbeck further stated this bond discussed tonight is only for this specific phase (Phase 2), and nothing else. Ms. McCollum stated she thinks, from her personal perspective as a Beazer homeowner for over two (2) years, she is very concerned with Beazer Homes and in their

negligence they have exhibited in building the community's single family homes. Ms. McCollum stated Beazer put homeowners in structurally-impaired homes, crawl spaces, roofs; and the certificates of occupancy (C.O.'s) were issued when they had no business to be issued. Ms. McCollum further stated her particular trust level with Beazer kind of leaves a bad taste in her mouth in terms of there being a trust that has been broken between homeowners and Beazer Homes. Ms. McCollum stated Beazer put them in negligently-built homes. Ms. McCollum further stated she believes the Town has a sense of responsibility in this as well, from issuing C.O.'s for homes that were structurally unsound; the builder was negligent and the Town was negligent. Mr. Thompson stated, from the legal standpoint, he understands that trust kind of plays into everything somebody does, so if a witness is up on the stand and they lie about one thing, there's going to be a level of skepticism in everything they say. Mr. Thompson stated the issue here is going to be on the infrastructure. Ms. McCollum stated she understands these are two different issues, and understands how the line of credit works, but the homeowners want to be sure Beazer will do what they say they're going to do, because they didn't do that with the building of our individual homes. Ms. McCollum further stated she is simply making the correlation between the infrastructure of her neighborhood in how it's built, and how in the long-term it's going to maintain itself without the homeowners having to come up with special assessments to put the bill for things that are going to go wrong relatively quickly given how their homes were built. Mr. Thompson stated on terms of the issue of the Town's issuance of C.O.'s, those are not a warranty to the individual homeowner that the home is built to any particular specifications; the Town is serving a function in the terms of a larger inspection purpose that is not intended for that particular homeowner to not go and get their own home inspection. Mr. Thompson stated individual homeowners should not rely on the issuance of a C.O. as some form of the Town saying, "Yup, everything is absolutely perfect about this home." Ms. McCollum stated she hears what Mr. Thompson is saying, but she does not think a homeowner should expect to walk into a brand new home with significant structural insufficiencies, and be put in that home at the homeowner's risk when there are structural supports that are missing, which make the structural integrity of these homes compromised. Mr. Thompson stated his agreement with her. Ms. McCollum asked if there are any Town policies or procedures relating to inspections, or are they what they are? Mr. Thompson stated he cannot speak in terms of the Town's daily functioning, but the Town does go by the 2012 International Building Code. Ms. McCollum stated she thinks their plans Beazer is going by are under the 2010 specs but the homes are not being built to their specs.

Mr. Jim Kuczinski, of Fox Point Lane, stated this is somewhat of a unique situation because normally a town would soon take over the roads for their repair and the town could notify people of what was going on with the roads. Mr. Kuczinski stated he was watching the wiring of new sidewalks being put in and asked why it didn't go in some of the others. Mr. Kuczinski stated he saw the contractor pouring concrete down without any wire, and he was told whether wire was added or not depended on the plans. Mr. Kuczinski asked if the homeowners should get an attorney, or an engineer, or should they get core samples, and what should the homeowners do to protect themselves? Mr. Kuczinski asked how much oversight has Beazer had and did anyone check on how much concrete was supposed to be

poured? Mr. Kuczinski stated he has got a hole in front of his house which the contractors put a port-a-potty over top of, and they drop the asphalt on there. Mr. Kuczinski further stated the hole doesn't look like it's very deep in asphalt but he's not sure, and he thinks an inspector should go out there and check it out. Mr. Kuczinski asked if Beazer will be overlaying any of the main roads going in where the truck traffic is going to be. Mr. Brodbeck stated the roads will be in the future in Phase 1, but the bond reduction tonight is for Phase 2. Mr. Kuczinski stated he doesn't think the residents are clear on where exactly Phase 2 is located and what it all entails. Mr. Kuczinski stated he thinks before the bond is released, the Town and everyone should get together and make sure this has all been done properly – whether it's core samples or whatever has to be done. Mr. Kuczinski stated he is not picking on any inspector because he thinks the Town did not have enough resources to do what they should have been doing, and one has to increase the resources in order to get to the proper results. Mr. Kuczinski stated the residents have to have some guarantee that years from now the roads will not be coming apart, and the residents won't be stuck as an HOA to fix them all. Mr. Brodbeck stated with all of the road infrastructure that has been put into place, with the subgrades, with the stone, with the paving, there was an independence which was verified by Beazer's public works agreement; Hardin-Kight, which is a registered engineer out of Baltimore (MD), was on site, the Town has all of the inspection reports on a daily basis of proof-rolls, sub soils, stone and asphalt – the Town has its records, before the Town allows any paving to go forward, the PD was stamped off from Hardin-Kight, which is a part of Beazer's public works agreement, which both Mr. Gulbranson has as well as Mr. Evans, and that is done on a daily basis. Mr. Thompson stated any resident can always come to Town Hall during business hours and file a Freedom of Information Act (FOIA) request, and see Town documents, excluding personnel files, but there are documents you can obtain and sometimes there are certain fees you may have to pay if the volume of records goes over a certain amount; however, if you just want to look at documents, the Town does not charge for that.

Ms. McCollum asked if the cost to build out the amenities in the community are secured by letters of credit. Mr. Thompson stated, as a general proposition, the answer is yes, if it's going to be some kind of common element and, generally, that is in the development agreement; but Mr. Thompson knows Mr. Gulbranson could speak more to that. Ms. McCollum asked if there has been any bond reduction for the buildout of the clubhouse. Mr. Brodbeck stated yes, Beazer put close to three-point-three million dollars (\$3.3 million) into that and there's still a bond that is outstanding in that phase for that. Ms. McCollum asked what the amount of that bond was. Mr. Brodbeck stated he couldn't say, but he could say that Beazer spent multi-million dollars to bring the clubhouse up early for the homeowners, which Beazer wouldn't be moving forward as fast as Beazer has if they hadn't spent three-point-two million dollars (\$3.2 million) right up front and it was bonded and Beazer wanted to make sure everything was in place for the homeowners, and everything is in place – until the transition for that comes in place, that is what it will be. Ms. McCollum asked if the \$3.2 million was for all of the amenities. Mr. Brodbeck stated yes.

Ms. Arleen Inyard, of Fort DuPont Drive, stated she is not an engineer, but, related to the paving of the roads, after it rains, there is a lot of flooding of certain areas of road near her. Ms. Inyard asked if Beazer will check for potential flooding and proper drainage after they are done with paving. Mr. Gulbranson stated that issue will be addressed as Beazer moves along with the completion of the streets to make sure there isn't any ponding taking place. Mr. Gulbranson further stated, prior to that, the Sussex Conservation District looks at these issues. Ms. Inyard asked if it isn't raining at that point and the roads are paved, how will Beazer or the Conservation District know which areas really flood out? Mr. Brodbeck stated for what Ms. Inyard is referencing, there are silt fences put in place because Beazer is required by the State so as to control the amounts of sediment which can slow the water flow. Mr. Brodbeck stated anywhere in particular where someone might have flooding, there are preventative measures put in place until the road is top-coated, and that does cause ponding from time to time. Ms. Inyard asked if the flooding or ponding won't happen once the roads are top-coated. Mr. Brodbeck stated no, because those devices will be taken down once the roads are finished being top-coated. Ms. McCollum asked if the conservation bonds relating to the ponds, etc., are something the Town does not get involved in. Mr. Thompson stated yes, that is a separate agency – the Sussex Conservation District – and those kinds of bonds are bonded independently through the Delaware Department of Natural Resources and Environmental Control (DNREC). Ms. McCollum asked if the Conservation District and DNREC follow the same structure in terms of reduction. Mr. Brodbeck stated yes.

Ms. Beverly Lepak, of Lone Cedar Landing, asked if any of the bond reduction will not affect repairs to homeowners' houses or is there bond money for repairing those houses with issues. Ms. Lepak asked if Beazer is not just "walking away with this," in other words, putting in the roads and then leaving. Mr. Thompson stated this is kind of a prime example of the difference between the Town's functioning versus an individual homeowner's responsibilities, and it recourses if something isn't correct. Mr. Thompson stated he uses the example of if he hires a roofer and the roofer does a bad job on Mr. Thompson's house, Mr. Thompson does not call the County, but Mr. Thompson contacts the roofer with a demand letter. Ms. Lepak stated but the Town is controlled by the County, is controlling Beazer's money; so, in some sense, the Town is holding money for Beazer – or whatever the Town is doing with this bond – and if this is just a bond for roads in a certain section, then she is OK with that, but if it's going to affect what will happen on that street to Ms. Lepak's house, that's a different story. Ms. Lepak further stated maybe she misunderstands the Town's role in this, but if the Town has inspectors who are coming in and looking at these homes, then, as a Town, the Town should be looking at these homes, because owners think the Town is doing that – Ms. Lepak bought her house thinking that – and Ms. Lepak pays another inspector ten (10) months after she moved into the house, and Ms. Lepak finds out things were not inspected here. Ms. Lepak further stated she just wants to make sure the Town realizes how much the residents trusted the Town and Beazer to get these things done. Ms. Lepak stated this is why the residents are concerned when hearing that this \$700,000.00 is going back in Beazer's pocket, and will Beazer really fix what's wrong and do the job Beazer says they will do. Mr. Thompson stated the Town's role in this is fairly limited; the Town is making sure the infrastructure is in place. Mr. Thompson stated these bonds only cover the

infrastructure within the right-of-way. Ms. Lepak asked if the bonds have anything to do with the houses. Mr. Thompson stated no, they don't bond the house. Mr. Thompson stated, for example, let's say you have a leaky roof, the bond will not cover that; and the Town's role when it issues a C.O. is a fairly limited role as well. Mr. Thompson further stated the C.O., in effect, is stating the house meets the Town's Code. Mr. Thompson stated an easy example of this is, let's say you paid for one of those fancy sub-zero refrigerators, the Town will walk in and say, "Well, that is a refrigerator and we're good to go here." Mr. Thompson stated the Town is not acting on the homeowner's behalf to make sure that everything is as the homeowner ordered it or everything is "up to snuff." Mr. Thompson stated the Town is doing its own kind of inspection for its purposes. Ms. Lepak stated she would suggest to the Town that that's not good enough, and if the Town is going to inspect a property, then the Town should look at the electrical, the roof, etc. Ms. Botchie stated the Town doesn't look at the electrical at all, even under the C.O. inspection. Ms. Lepak stated all she can say is that's what the homeowners think is happening and the homeowners understood it differently, but now Ms. Lepak would if she bought another property; but who's getting the money to say this is good and then, six months later, there is a problem. Mr. Thompson stated that is not the relationship the Town is in. Ms. Lepak stated she does not mean to lay it on the Town but we're talking about inspectors and, in that vein, Ms. Lepak would appreciate a real guy who knows what he's doing out there, whether it's this development or another. Ms. Lepak stated as long as she's getting her stuff fixed by Beazer, she's happy, and she likes her community, she likes her development, and Ms. Lepak wants to stay there; but she does not want Beazer to fix these roads and then they're gone. Mr. Thompson stated when it comes to turning over to the HOA, the HOA – and the residents who will run the HOA – are free to hire an attorney, they're free to do their own inspections, if they so choose. Mr. Thompson stated the homeowners should not rely on the Town because the Town is simply playing a secondary role in that "turning over process."

Ms. McCollum stated the Town has residents who have compromised homes, and as Mr. Thompson stated, the Town is there to inspect to the Town's Code, but these homes are not built in compliance to Code. Mr. Tom McCollum, of Longs Chapel Lane, asked Mr. Thompson and the Council if they knew the problems the homeowners are having in these homes (at Bishop's Landing). Mr. Thompson stated he does not know, but if there is a concern in terms of the Town inspection, then that is a separate issue, one that would need to be rectified – if inspections are not being done properly. Mr. Thompson stated in terms of homeowners getting their home corrected, the homeowners' direct recourse is with the builder as opposed to the Town. Mr. McCollum stated he understands that, but does the Council realize how bad things are (in Bishop's Landing)? Mr. Thompson stated he does not want to speak for Council in that regard. Mr. McCollum stated there is one person on the Council who does know how bad it is. Mr. McCollum asked Mr. Brodbeck if he knows how bad it is. Mr. Brodbeck stated he is not going to speak to that as Beazer is here tonight for a bond reduction. Mr. McCollum stated he understands that but Mr. Brodbeck works for Beazer. Mr. Brodbeck stated yes. Mr. McCollum stated Beazer is a public company, so Mr. Brodbeck needs to answer to the homeowners. Mayor Gordon stated Council needs to move on. Mr. McCollum stated this is the second time he has come to a Council meeting – the first

time was for something completely different, it was for Mediacom, which was another sham – and this is a disgrace, what the homeowners are going through; and this is the homeowners' first chance to get together in front of the Council to say something, whether the homeowners are legally right to say what they're now saying, but it's still a disgrace and maybe the homeowners need to hire a lawyer. Mr. McCollum stated if Council could counsel the homeowners on what to do and how to protect themselves, the homeowners would appreciate it. Mayor Gordon stated, in some cases, it may be a homeowner may need it documented for any concerns. Mr. McCollum stated his documentation is very thick. Mayor Gordon asked if Mr. McCollum is sharing this documentation with Beazer, and if it does not work there, then Mayor Gordon's recommendation would be to contact an attorney and get the attorney to follow up on any concerns Mr. McCollum or Beazer may have, because Mayor Gordon is sure not everybody in the community has the same issues Mr. McCollum has. Mr. McCollum stated Mayor Gordon would be surprised. Ms. McCollum stated every single family home has a structural issue. Mayor Gordon stated if that is the case, and if Mayor Gordon was in the homeowners' position, then Mayor Gordon would get an attorney because an attorney could address what the homeowners' next avenue to take may be. Ms. McCollum stated she would like to suggest to the Town to maybe review its policies and procedures relating to issuing C.O.'s or building inspection, to perhaps shore that up and maybe give a little more assurance to homeowners before they move in that homes are built to code. Mr. Thompson stated whatever rights an individual may have, certainly consult an attorney, but in terms of any ideas or questions for the Town and what the Town can do better, Council is an elected body and everybody is here to represent the residents, so let the Town know what they can do better. Ms. McCollum stated she does appreciate what the Town does, but the residents are just a bit angry at the situation.

Deputy Mayor Maneri stated he is a little uncomfortable on giving this money back tonight because he is hearing things about how some sidewalks have wiring and some do not, there's shifts here and breaks here. Mr. Maneri stated he feels for these people because he and other homeowners in Millville by the Sea (MBTS) went through this too, so Mr. Maneri doesn't know if Council should give this bond back now because there are some things which need to be looked at again. Mr. Maneri further stated some of Council either needs to walk through the neighborhood and review it themselves, or whatever the case, but, either way, these people need something done. Mr. Maneri stated the Town doesn't know if there's wire under the concrete, and Mr. Maneri had heard about another homeowner had a collapse on the edge of his driveway, so the Town needs to find out what's going on. Mr. Thompson stated he understands Mr. Maneri's point, but this is a bond reduction, and Mr. Thompson would be much more concerned if this were a bond release under review tonight, but the easiest way to address Mr. Maneri's concerns is to walk through the process on the Town's side in terms of how the Town verifies the reduction is appropriate. Mr. Gulbranson stated the inspection is done and confirmed by AECOM getting inspection reports from Hardin-Kight when improvements are made, and when the request is done, for a reduction, Mr. Evans goes out and does an inspection of the sidewalks and streets as part of that request and in the particular phase. Ms. Botchie asked as Beazer is building and Hardin-Kight inspects, the Town gets the reports, do those reports contain what material was used, what has been done, etc.? Mr.

Gulbranson stated yes. Ms. Botchie asked if Hardin-Kight signs off on that. Mr. Gulbranson stated yes, and Hardin-Kight does inspections as to the soil types when the streets are being constructed, and if any additional stone is necessary based on soil type. Ms. Botchie asked if Hardin-Kight carries liability insurance if something were to go wrong. Mr. Gulbranson stated he would believe they do. Ms. Botchie asked if these maintenance bonds go on for one (1) year. Mr. Gulbranson stated yes. Mr. Thompson stated to not jump to the maintenance bond right away. Ms. Botchie stated she was wondering if, during this construction time, the liability insurance may carry or is it just for a year? Mr. Thompson stated no, liability insurance is different than a bond; a bond is basically somebody putting up the money for someone else. Mr. Maneri stated what he thinks Ms. Botchie is trying to ask is if Hardin-Kight will be liable after a year or so if something were to happen? Ms. Botchie stated yes, what she is trying to say is the community has up to a year of being bonded. Mr. Gulbranson stated that is typical of community bonds and the process. Mr. Maneri stated the thing is these issues will go back to the people and their HOA, and they will have to pay to fix said issues. Mr. Maneri stated if the builder does construction right and it's all checked right, these people will have a little more time and they can set up a scheduled payment to set aside for later and what has to be done, like a normal HOA would do. Ms. Botchie stated the Town is relying on these engineers and the Town cannot afford to staff engineers full-time, although, the Town can quadruple the residents' taxes to hire engineers. Mr. Gulbranson stated this is why the Town requires in the public works agreement to hire a third-party geotechnical engineer. Ms. Botchie stated the Town is not qualified, and Mr. Evans goes out to the construction sites to see what's supposed to be done, but it is Hardin-Kight's responsibility to sign off on the structural integrity and what was done. Mr. Maneri asked who pays Hardin-Kight. Mr. Brodbeck stated the developer pays Hardin-Kight as per a requirement in the development agreement. Mr. Maneri stated he is looking at it as the developer is paying the engineer, so he's not sure if everything is being covered. Mr. Brodbeck stated Hardin-Kight is a certified licensed engineer and the individual is responsible. Mr. Thompson stated there is always a higher power to answer to – for instance, lawyers in this state have to answer to the Delaware Supreme Court; so there is accountability – and there is a responsibility not only financially but also professionally.

Mr. Gevinson stated when Mr. Evans marked up the sidewalk for improvements, not everything got caught, and that is Mr. Gevinson's biggest concern. Mr. Gevinson stated if the Town wants to walk the area, more power to them but there is some major and minor stuff that was missed and still needs to be corrected. Mr. Kuczinski asked if the maintenance bond comes into play during the last part of the area and its bond process, and the Town is "going to put a maintenance bond here and put a maintenance bond on the other section," wouldn't it make more sense to have one big maintenance bond come on at the end of the project and then there would be a year on top of everything on there. Mr. McCollum stated as he understands it, all the construction trucks will be coming through a particular area of Phase 1? Mr. Thompson stated that is why construction phasing is done, so there is the least amount of impact on roads that have already been top-coated, to avoid that very scenario; and that is why there are construction entrances. Mr. Thompson stated the problem is a Town cannot hold a performance bond when the builder has already completed the item. Mr. Kuczinski

asked if the maintenance bond could be put up after the development is finished. Mr. Gulbranson stated the Town has final say when a phase is complete – the developer doesn't do that – so the Town has control over when the maintenance bond can go into effect. Mr. McCollum asked if it is still done by phase. Mr. Gulbranson stated yes, the Town doesn't have to necessarily say a phase is complete until the Town is completely satisfied with its completion and that there is not going to be any damage.

Ms. McCollum stated, from what she heard from Mr. Maneri, in terms of Beazer having Bunting & Murray complete what must be completed in Phase 1, perhaps that scope is not sufficient when one-hundred-twenty-five-thousand dollars (\$125,000.00) is going to be left to secure the completion of the phase and perhaps there should be a higher amount because everything has not been accounted for, and there are some areas, as Mr. Gevinson stated, where the residents will not be locked and so there can be some more investigation to see if everything is finished and built correctly. Mr. Brodbeck stated what Mr. Gevinson is referring to, which is the preliminary bond in phase 1, has nothing to with this phase tonight. Mr. Brodbeck stated to Mayor Gordon that he would appreciate it if the meeting get back on track in talking about the bond reduction for Phase 2. Mayor Gordon stated he would also like to get back on track. Ms. McCollum asked if tonight's bond is for a different phase. Mr. Brodbeck stated yes.

Mr. Gerhard Vorbach, of Trap Pond Court, asked what kind of background does the Town's Building & Code Administrator have, is he a contractor? Mr. Gulbranson stated Mr. Evans is a certified building inspector and code enforcer. Mr. Vorbach asked if Mr. Evans should be there during every phase that is being built out and make sure the trusses are put up correctly and to make sure everything is put up correctly, because it is very inconvenient to have people who you don't know coming into your house and banging around, oftentimes making more of a mess. Mayor Gordon stated this has nothing to do with the bond reduction on the agenda. Mr. Thompson stated the Town is happy to hear those comments but it is a little bit off-track in terms of the request for tonight. Mr. Thompson stated the Town is only going to be as informed as its citizenry makes it. Mr. Thompson further stated it is good to bring those issues to the floor because there are things the Town could do to make sure it does the best job it can; and Mr. Thompson can't speak to the specific issue, but the Town's administration is good in that if a citizen wants to come in to Town Hall and ask how the Town goes about what it does and its process, or if you wish to see a document which identifies how or why they go about what they do, then you are entitled to stop by Town Hall and see that document under FOIA.

Ms. Lisa Hudson, of Whitney Drive, stated she does not live in Bishop's Landing but Mr. Evans is one person and there is about a billion more housing projects which have developed over the past five years, so there is no way here in Millville that Mr. Evans can inspect every single part of each person's house. Ms. Lepak stated Mr. Evans shouldn't have his name on the house and the Town cannot tell homeowners their house has been inspected when there are issues. Ms. Hudson stated the inspection is not what Ms. Lepak and others think it is. Mayor Gordon stated it was time to get the meeting back on track, and he is sorry there are so

many disgruntled homeowners in Bishop's Landing, but it is time to get back to the bond reduction. Mayor Gordon stated his thanks to the audience for their comments because, in some cases, the Town or Council does not know unless somebody tells them.

Ms. Faden motioned to table the matter of the bond reduction of bond #5040681, submitted by Dove Barrington Development, LLC for Phase 2 (Bishop's Landing), until a walk-through of the phase specific to this bond and the June 28, 2016, Town Council Workshop meeting. Mr. Maneri seconded the motion. Motion carried 4-0-1 abstention due to recusal by Mr. Small.

Mr. Small stated, under the rules, he needed to recuse himself and not speak, but his neighbors have made it quite apparent that they do not need Mr. Small to speak for them.

- C. Discuss and possible vote on Resolution 17-02. *Synopsis:* If adopted, Resolution 17-02 will authorize the Town Manager to approve change orders and appropriations relating to the new municipal building for up to \$10,000.00, in order to expedite the administration thereof and to prevent delays.

Mr. Thompson stated as the Town's building expansion project is built out, occasionally there are field conditions which may require change order; so rather than waiting for a Town Council meeting to vote on it, this Resolution authorizes the Town Manager to sign off on any change orders "so long as the change order does not result in an increase of more than ten-thousand dollars (\$10,000.00)." Ms. Botchie stated this is the same procedure that was done when the Town approved for the new addition of Town Hall, and everything is overlooked by Council so Ms. Botchie doesn't just spend money. Ms. Botchie stated the Town does not want this project to delay as Council knows the Town has a contract and the onus is on the Town, so the Town will be fined if there is a delay. Ms. Botchie further stated Council will be getting bi-weekly reports of what's happening, as well as the protocol of requiring two (2) signatures for any kind of check issuing or invoices, and the Treasurer is overseeing what is being spent. Mr. Thompson stated there won't be any lack of information but this avoids a scenario where the Council needs to wait its seven (7) days – possibly thirty (30) days, if an issue arose the day after the Council meeting – until getting a change order signed and the contractor can move forward. Mayor Gordon stated anything over \$10,000.00, Council would have to vote on at a Council meeting, but anything under, Ms. Botchie could approve, although Ms. Botchie would still report it to Council and the Treasurer (Susan Brewer) would overlook the purchase. Mr. Thompson stated this Resolution is a way to have the Town Manager approve change orders under \$10,000.00, without having to list a FOIA-noticed Council meeting and holding up construction.

Ms. Faden stated she is favor of this Resolution; however, Ms. Faden would like to consider maybe something in the aggregate amount so that Council doesn't lose track of that amount, because sometimes a change order can come in one month and then, six months down the road, something else; and Ms. Faden would not want that burden to be on the Treasurer to necessarily look at these fifteen change orders before Council knows. Ms. Faden stated she

doesn't fully know what may be appropriate so she will solicit some information from those on Council that have more construction knowledge than Ms. Faden. Ms. Botchie stated the Council will be getting bi-weekly reports. Mr. Gulbranson stated the important thing to address Ms. Faden's concerns is to keep track of multiple change orders and maybe a sign stating if the Town has multiple change orders exceeding twenty-five-thousand dollars (\$25,000.00), then it needs to come back before Council. Ms. Botchie stated she doesn't see that many change orders coming up on this project and those who know her, know that she wouldn't let that happen. Mr. Thompson stated an amendment can be added to this Resolution, reading, "so long as the change order does not result in an increase of more than ten-thousand dollars (\$10,000.00) at once or more than fifty-thousand dollars (\$50,000.00) in aggregate." Council agreed on the language.

Ms. Faden motioned to approve Resolution 17-02 as amended with the aggregate of \$50,000.00. Ms. Brewer seconded the motion. Motion carried 5-0.

- D.** Discuss and possible vote on Resolution 17-03. Synopsis: If adopted, Resolution 17-03 will clear up a boundary dispute which was brought to both the Town of Ocean View and the Town of Millville's attention a year ago. The boundary dispute is between Fairway Village in Ocean View and Millville by the Sea (MBTS) in Millville.

Mr. Maneri recused himself from the dais. Mr. Thompson stated what the Town has here are a number of different surveys with slightly different lines, and the reason the Town has so many surveys is because this is not only the border of the Town as well as the border of Ocean View, but it is also the borders of subdivisions. Mr. Thompson stated it was noticed that there was basically a gap between the Towns and the subdivisions, that they're essentially "meeting in the middle" and redrawing the subdivision lines for both subdivisions. Mr. Thompson further stated this border results in no conflict in the Town Code requirements, it doesn't trigger anything; if anything, people are getting slightly larger yards – or slightly larger lots – along that line. Mr. Thompson stated there is no substantial effect on adjoining or surrounding properties, there's no change in external access points, there's no increase in the number of lots, the dwelling units, any commercial structures or heights of buildings. Mr. Thompson stated there is also no decrease in the minimum lot size and there is no change in the subdivision approval process for MBTS, so this is a necessary formality just to get this in the land records but, substantively, it's not going to change a lot for anybody. Mr. Small asked if there was any surveyor found at fault for their error in setting the boundary, and if either of the two Towns (Millville or Ocean View) could incur any costs because of the result of this error. Mr. Thompson stated there were differences in the surveys but Mr. Thompson doesn't know that anybody was factually found to be correct, but rather it was decided to "split the baby" rather than go before a judge and decide who was right and who was wrong. Mr. Thompson stated, in terms of the Town's cost, Mr. Thompson did not prepare the Resolution, but Dennis Schrader – the Ocean View solicitor – and Mr. Thompson went back and forth in terms of who was going to do it and it was decided Vince Robertson should do it, so there wasn't any extreme cost there, and the Town didn't hire a surveyor, which would have cost significantly more than Mr. Thompson's time. Ms. Botchie asked Mr. Jack Tucker, of MBTS, if the costs went to MBTS. Mr. Tucker stated yes, they did. Mr.

Small asked Mr. Tucker if the costs and agreement is acceptable to MBTS. Mr. Tucker stated yes.

Ms. Faden motioned to approve Resolution 17-03. Mr. Small seconded the motion. Motion carried 5-0.

**E. Discuss and possible vote on FY17 Town Organization Chart.**

Ms. Botchie stated this organizational chart is the Town's in-house tool and the auditors really like it; so this is for the Town staff and just basically says who's responsible for what. Ms. Botchie stated the names seen under here for Council members have the different committees or whatnot of what they said they would be on from the previous chart, and, hence, the names are still there. Ms. Botchie stated the Town has two (2) new Council members that may want to step in these places (on these committees). Ms. Botchie further stated some committees such as the Board of Adjustment (BOA) are required by the Town's charter; the Dangerous Building committee is governed by ordinance and the individuals listed in this committee have not been confirmed by Council and they will not do so until the Town would have a situation necessitating such a committee, the Council would have to pass a resolution confirming the committee. Ms. Botchie stated the Planning & Zoning Committee (P&Z) has already been formed, the Emergency Operations Committee (EOC) should be taken off because it just consists of Ms. Botchie and Mr. Evans, and the Annexation commission only consists of Mr. Maneri because Mr. Hocker retired and Mr. Kent passed away so there are two vacancies for that committee, which would not officially be formed until the Town received a petition for annexation. Ms. Botchie stated once committees are formed, and confirmed by Council, then they are subject to FOIA, which includes posting everything as a public meeting.

Mayor Gordon asked Mr. Small if he would like to be on the Annexation commission. Mr. Small stated yes. Mayor Gordon asked Mr. Maneri if he would like to be on the Annexation commission. Mr. Maneri stated yes. Mr. Small stated his appreciation to the Town Manager for putting this together, to recognize it as an informal document, but given that some of these things on here are subject to change and are not one-hundred percent (100%) accurate, Mr. Small would hate to make changes to this document more difficult by having the Council formally adopt an administrative informal tool. Mr. Small stated rather than taking action on the organizational chart, beyond thanking the Town Manager for its creation, Mr. Small does not see a role for Council here. Mayor Gordon stated in the event that something comes up, whether it's annexation or dangerous buildings, etc., rather than have no one to rely on, than this chart would label the appropriate individuals. Mr. Small stated he thinks the chart does that simply by its existence. Ms. Botchie stated this chart is not officially appointing people but is rather asking Council if they would be interested, should the need arise. Mr. Maneri asked, with all the appointing of who is on what committees, should Council label on the chart who is the chairperson and who is co-chair? Ms. Botchie stated as per the charter, the assignment of those titles is done at the committee's first actual meeting. Mr. Small asked how three (3) Council members in a committee would not constitute as being a quorum. Mr.

Thompson stated he knows the way it sounds but the Council members would be meeting as a committee and not as a Council. Mr. Thompson stated the notion is that there is a public meeting of a public body to discuss Town matters. Mayor Gordon asked Ms. Faden if she would like to sit on the Annexation Commission. Ms. Faden stated yes.

Mr. Maneri motioned to approve the FY17 Town Organization Chart as amended, including changing the Annexation Commission to the Annexation Committee, the addition of Mr. Small and Ms. Faden to the Annexation Committee, as well as the deletion of the Emergency Operations Committee. Ms. Brewer seconded the motion. Motion carried 3-0-2 abstentions from Mr. Small and Ms. Faden.

## **7. PROPERTY OWNERS/AUDIENCE COMMENTS AND QUESTIONS**

Ms. Linda St. Clair, of The Meadows, stated there was a neighbor in The Meadows who is detrimental to the neighborhood and the neighbor is presenting slanderous material to the rest of the community. Ms. St. Clair stated she doesn't know if the Town can do anything, she's spoken to Ms. Botchie, Mr. Evans, and Mr. Thompson and knows there's not much to be done on the Town's end, but it's a very sad situation in The Meadows. Ms. St. Clair stated she, her husband and Lisa Hudson would appreciate anything that can be done to alleviate the harsh situation over there.

Mr. Thompson stated if there is a Town Code violation, that is very much in the Town's control to follow up on, but if it is a violation under the State code, then the State and the State Police would have to deal with it. Mr. Thompson stated if the violation is within the community's covenant, the Town does not get involved and it's usually either the HOA who can enforce it or an individual owner can enforce the covenant against another owner.

**8. ANNOUNCEMENT OF NEXT MEETING** – The next meeting will be the Town's workshop on June 28, 2016.

## **9. ADJOURNMENT**

Ms. Faden motioned to adjourn the meeting at 8:55 p.m. Ms. Brewer seconded the motion. Motion carried 5-0.

Respectfully submitted,  
Matt Amerling, Executive Assistant