

**AGREEMENT REGARDING
EASTOWN TRANSPORTATION IMPROVEMENT DISTRICT**

BETWEEN

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION,**

AND

TOWN OF MIDDLETOWN

PROJECT MANAGER: SARAH COAKLEY, AICP, PRINCIPAL PLANNER, DELDOT

THIS AGREEMENT, made and entered into this 3rd day of February 2019 by and between the State of Delaware, Department of Transportation, as First Party, hereinafter referred to as the **DEPARTMENT**, and the Town of Middletown, as Second Party, hereinafter referred to as the **TOWN**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **TOWN** established the Easttown Transportation Improvement District, hereinafter referred to as the **TID**, in the East Middletown Master Transportation Plan area, for the purpose of securing required improvements to transportation facilities in that area,

WHEREAS, the agreement between the **DEPARTMENT** and the **TOWN** establishing the **TID** was executed on January 14, 2019,

WHEREAS, the revised facilities boundary, revised service standards, Land Use and Transportation Plan, and TID-CTP were presented at a public workshop on November 5, 2019 and approved by Middletown Town Council on December 2, 2019,

NOW, THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1. GEOGRAPHIC BOUNDARIES

A. The boundaries of the **TID**, which were refined in the development of the Land Use and Transportation Plan, are shown on Exhibit A, attached hereto, and are described as follows:

1. Participant Boundary. Beginning in the northwest, where Broad Street crosses the Delmarva Secondary Rail Line, the boundary follows the perennial stream

immediately north of Forest Cemetery east to where the perennial stream meets the western property line of Villagebrook mobile home park, north along that property line to another perennial stream that touches the northern property line of Villagebrook mobile home park, runs east on the perennial stream to the northeast municipal boundary of Town of Middletown, southeast along this Town boundary to Delaware Route 1, south along Delaware Route 1 to the Appoquinimink River, and west along the Appoquinimink River to Deep Creek, follows Deep Creek west to the Delmarva Secondary Rail Line, and north along the rail line to the point of beginning.

2. Facilities Boundary. Beginning in the northwest, at the intersection of Summit Bridge Road and Marl Pit Road, the boundary follows Marl Pit Road east to Brick Mill Rd, Brick Mill Road south to SR 299/Main St., SR 299/Main St. east to SR 1 northbound ramps, SR 299/Main St. back west to Silver Lake Road, Silver Lake Road south to Deep Creek, Silver Lake Road back north to SR 299/Main St, SR 299/Main St. west to SR71/Broad Street, SR71/Broad Street south to Green St, Green Street east to Catherine Street, Catherine Street north to Lake St, Lake Street east to New St., New St. south to SR 299/Main St, New St. back north to Lake Street, Lake Street west to SR71/Broad Street, SR71/Broad Street north to Cedar Lane Rd, Cedar Lane Rd north to Marl Pit Road, Cedar Lane Rd back south to SR71/Broad Street, SR71/Broad Street north to Summit Bridge Road, then back north on Summit Bridge Road to the point of beginning.
- B. The TID shall have both a Participant (inner) Boundary and a Facilities (outer) Boundary. The purpose of having two boundaries is to better provide for adequate infrastructure on all sides of developments inside the Participant Boundary. All land developments requiring a subdivision or land development plan within the Town of Middletown and within the Participant Boundary and all State-maintained capital transportation facilities (roads, bridges, sidewalks, bus stops, etc.) within the Facilities Boundary shall be subject to the terms of this agreement. Additionally, the following Town-maintained roadways shall be subject to the terms of this agreement:
1. New Street between SR 299/Main St. and Lake Street
 2. Lake Street between New Street and SR71/Broad Street
 3. Catherine Street between Lake Street and Green Street
 4. Green Street between SR71/Broad Street and Catherine Street
- C. The boundaries of the **TID** may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**.
- D. The **TOWN** shall, at a minimum, evaluate the need to amend the boundaries of the **TID** in updating their Comprehensive Plan.

SECTION 2. TARGET HORIZON YEAR

- A. The Target Horizon Year for which land use was forecast in creating the TID is 2045.
- B. The Target Horizon Year may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, but shall ordinarily be at least 10 years after the most recent US Census.
- C. The **TOWN** shall, at a minimum, evaluate the need to amend the Target Horizon Year of the **TID** in updating their Comprehensive Plan.

SECTION 3. SERVICE STANDARDS

- A. The parties hereby agree on a set of standards (Service Standards) for conditions in the **TID** in the Target Horizon Year, which is incorporated into this **AGREEMENT** as Exhibit B.
- B. The Service Standards include minimum acceptable Levels of Service for the weekday evening peak hour.
- C. Prior to incorporating Service Standards into this **AGREEMENT**, the parties solicited public comment on proposed standards at a public workshop on November 5, 2019 and considered the comments received.
- D. The Service Standards may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, provided that the public is first afforded an opportunity to review and comment on the proposed amendment.
- E. The **TOWN** shall, at a minimum, evaluate the need to amend the Service Standards of the **TID** in updating their Comprehensive Plan.

SECTION 4. LAND USE AND TRANSPORTATION PLAN

- A. The parties agree to adopt as an Appendix to this agreement the Land Use and Transportation Plan, hereinafter referred to as an **LUTP** for the **TID**.
- B. When updating their Comprehensive Plan, the **TOWN** shall consider the need to update the **LUTP** and shall initiate that effort if the land use forecast for the **TID** area has changed significantly. The parties hereto shall, upon review and approval, readopt the revised **LUTP** as an Appendix to this Agreement.

- C. For updates to the **LUTP**, the **TOWN** shall supply to the **DEPARTMENT** a parcel-level land use forecast for the **TID** area, composed of the following components:
1. Existing land use at the time of the update.
 2. Development approved and/or recorded but not yet built as of that date, including any “sunset” provisions.
 3. Development expected or in the land development process but not approved as of that date.
 4. Development not yet proposed but projected by the Target Horizon Year, based on population and employment forecasts, and the current Comprehensive Plan and zoning map.
- D. For updates to the **LUTP**, the **DEPARTMENT** shall inventory the existing transportation network and programmed improvements thereto within the **TID** area, which inventory shall include the following information:
1. Functional Class and Traffic Pattern Group;
 2. Numbers, assignments and widths of lanes at each intersection;
 3. Type of control at each intersection;
 4. Typical section and type of pavement on each road segment;
 5. Roadway geometry deficiencies in sufficient detail to determine whether the agreed upon Service Standards are met;
 6. Roadway capacity and Level of Service conditions (to the extent known) in sufficient detail to determine whether the agreed upon Service Standards are met;
 7. Presence, and frequency of transit service;
 8. Any bicycle and pedestrian facilities not covered under Item 4 above.
- E. For updates to the **LUTP**, the **DEPARTMENT** shall forecast traffic on the study area road network for the Target Horizon Year, shall determine what locations would need improvement to meet the Service Standards, in that year, and shall identify conceptually what improvements are needed in those locations.

SECTION 5. TID CAPITAL TRANSPORTATION PROGRAM (TID-CTP)

- A. For the deficient locations identified in the adopted **LUTP**, the **DEPARTMENT** shall identify a set of projects needed to address those deficiencies and shall develop cost estimates for those projects. The **DEPARTMENT** shall update the cost estimates periodically as needed. Subject to review and approval by the **TOWN**, this set of projects shall constitute the **TID** Capital Transportation Program (**TID-CTP**).

- B. The **TOWN** shall annually recommend projects from the **TID-CTP** for inclusion in the **DEPARTMENT**'s 6-year Capital Transportation Program. Inclusion of recommended projects shall be subject to the **DEPARTMENT**'s normal process for development of the 6-year program. Projects included in the **DEPARTMENT**'s 6-year Capital Transportation Program shall be eligible to receive funding from the **TOWN** consistent with Paragraph 7D below, in addition to applicable State and Federal funds.

SECTION 6. DEVELOPMENTS EXCLUDED FROM PARTICIPATION

- A. Where the **LUTP** has been agreed upon by the parties and a proposed development is determined by both the **DEPARTMENT** and the **TOWN** to be both inconsistent with the land use element of the **LUTP**, and to generate sufficient traffic to warrant a Traffic Impact Study (TIS), the **DEPARTMENT** and the **TOWN** shall require a TIS and, as necessary, off-site improvements in accordance with the **DEPARTMENT**'s Development Coordination Manual.
- B. Developments outside of the Town of Middletown shall be excluded from the requirements of this agreement.

SECTION 7. INFRASTRUCTURE FEE PROGRAM

- A. The **TOWN** shall require that any activity requiring a subdivision or land development plan within the Participant Boundary of the TID participate in the improvement of transportation facilities within the Facilities Boundary of the TID in accordance with the current LUTP and this Agreement. The **DEPARTMENT** and the **TOWN** shall require that the manner and extent of that participation be documented on the record subdivision or land development plan. The manner of participation shall be through the payment of a fee, right-of-way dedication or the construction of physical improvements identified in the TID-CTP, or some combination thereof. The extent of participation shall be in accordance with Paragraph E below. The **TOWN** shall collect any fees prior to issuance of building permits. The schedule for construction of physical improvements shall be specified on the record subdivision or land development plan and shall be subject to approval by both the **DEPARTMENT** and the **TOWN**.
- B. Dedication of rights-of-way in lieu of some or all of the fee shall be by agreement between the developer, the **DEPARTMENT** and the **TOWN**, with payment of the fee being required if any party is not amenable to the proposed dedication. The value of the rights-of-way to be dedicated shall be determined in accordance with **DEPARTMENT** policies and regulations. The creditable area shall be determined based on highway plans acceptable to the **DEPARTMENT** and shall exclude the standard dedications provided in **DEPARTMENT**'s

Development Coordination Manual, rights-of-way for any proposed streets and any lands needed to accommodate the site entrance.

- C. Design and/or Construction of physical improvements in lieu of some or all of the fee shall be by agreement between the developer, the **DEPARTMENT** and the **TOWN**, with payment of the fee being required if any party is not amenable to the proposed construction. Design and Construction of improvements required by the **DEPARTMENT** or the **TOWN** as part of the development's entrance construction or on-site infrastructure, e.g. subdivision streets, shall not be creditable toward the fee. At their discretion, the **DEPARTMENT** or the **TOWN** may require improvements beyond the site entrance to correct an unsafe condition that they find would be created or worsened by the proposed development. In that case, the cost of work shall be determined as above and shall be creditable toward the fee.
- D. The **TOWN** shall create and administer a separate account or accounts expressly for the purpose of managing the funds needed to pay for design and construction costs of work identified in the **TID-CTP** under the terms of this Agreement. The account shall be funded by Infrastructure Fee payments from developers as called for by this Agreement. If a developer seeks to design and/or construct physical improvements in lieu of paying into the Fee, the developer shall be required to obtain a minimum of three bids for the work. The bids shall be subject to review and approval by the **DEPARTMENT**. Credit toward the fee shall be based on the developer's payments to the selected contractor, which payments shall be subject to audit by the **TOWN**. To the extent that the **TOWN** finds that the developer has paid the contractor more than the fee that the developer would have paid per Exhibit C below, the **TOWN** may reimburse the developer, provided that the **TOWN** shall maintain a positive balance in its account(s). The **TOWN** may also pay the **DEPARTMENT** from the account(s) to design and build improvements identified in the **TID-CTP** sooner than the **DEPARTMENT** might otherwise construct them, again provided that the **TOWN** shall maintain a positive balance in the account(s).
- E. As detailed in Exhibit C (to be attached), developers shall participate in the improvement of transportation facilities within the Facilities Boundary of the **TID** in accordance with the current **LUTP** as follows:
1. In the Target Horizon Year, the **LUTP** shows that a total number of trips will be generated within the Participant Boundary of the **TID** in an average weekday evening peak hour. The total estimated cost to construct the improvements identified in the **TID-CTP** can also be determined. Development within the Participant Boundary of the **TID** can be grouped into broad land use categories, each with an associated trip generation per square foot or per dwelling unit. Therefore, for each subdivision or land development plan, the **TOWN** shall require participation proportional to the number of trips generated in an average weekday evening peak hour. Where there is

a question as to how to characterize a specific development, the **TOWN** shall refer to the **LUTP** and may consult the **DEPARTMENT** as necessary.

2. Improvements by the **DEPARTMENT**'s Division of Maintenance and Operations are excluded from the **TID-CTP** and are not eligible for funding through the Infrastructure Fee Program.

- F. The **DEPARTMENT** shall provide an updated Exhibit C each time the **LUTP** is amended.

SECTION 8. MONITORING PROGRAM

- A. The **DEPARTMENT** shall monitor traffic volumes with the Facilities Boundary of the **TID** and shall provide the **TOWN** with an annual report of their findings and their recommendations as to what improvements in the **TID-CTP** are needed at the time of the report and what improvements in the **TID-CTP** are likely to be needed in the next six years.
- B. The extent of the monitoring effort shall be at the **DEPARTMENT**'s discretion but the **DEPARTMENT** will accommodate reasonable requests from the **TOWN** for the inclusion of specific information.

SECTION 9. PUBLIC INVOLVEMENT

Absent a specific agreement to the contrary, to the extent that a public meeting, workshop or hearing is needed pertaining either to procedural matters relating to this agreement or to specific improvements to be made in the **TID**, said public meeting, workshop, or hearing shall be publicized and hosted by the **TOWN**. The **DEPARTMENT** shall send appropriate representatives to such events as necessary.

SECTION 10. SCOPE OF AGREEMENT

This **AGREEMENT** constitutes the sole understanding by and between the **DEPARTMENT** and the **TOWN** and nothing outside of this **AGREEMENT** shall be construed as an alteration, modification and/or revision hereof. This **AGREEMENT** shall not be modified except in writing subscribed by all parties. This **AGREEMENT** shall supersede the previous **AGREEMENT** executed on January 14, 2019.

SECTION 11. SUCCESSOR AND ASSIGNMENTS

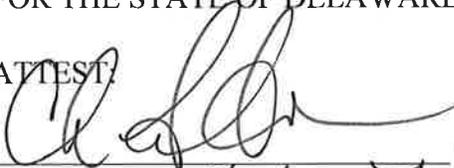
The **DEPARTMENT** and the **TOWN** each binds itself, its successors, legal representatives, agents, employees, officers, and assigns, to each other to this Contract.

SECTION 12. LAWS OF DELAWARE

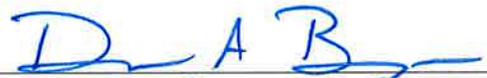
This **AGREEMENT** and the terms thereof shall be construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereunto have caused this **AGREEMENT** to be executed in quadruplicate, the date and year first above written.

FOR THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION:

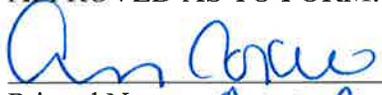
ATTEST:


Printed Name Charlanne Thornton (SEAL)
Director of Finance
DATE: 2/3/20



Printed Name Drew A Boyce
Director of Planning
DATE: 1/30/20

APPROVED AS TO FORM:



Printed Name Ann Corulo (SEAL)
Deputy Attorney General

DATE: 1/27/2020

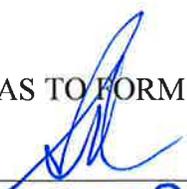
FOR THE TOWN OF MIDDLETOWN:

ATTEST:


Printed Name Kenneth L. Branner (SEAL)
Mayor

DATE: 12/10/19

APPROVED AS TO FORM:



Printed Name SCOTT E. Chambers (SEAL)
Solicitor, Town of Middletown

DATE: 1/20/20

Exhibit A to accompany Eastown TID Agreement

TID Boundary Map

11/15/2019

Eastown TID

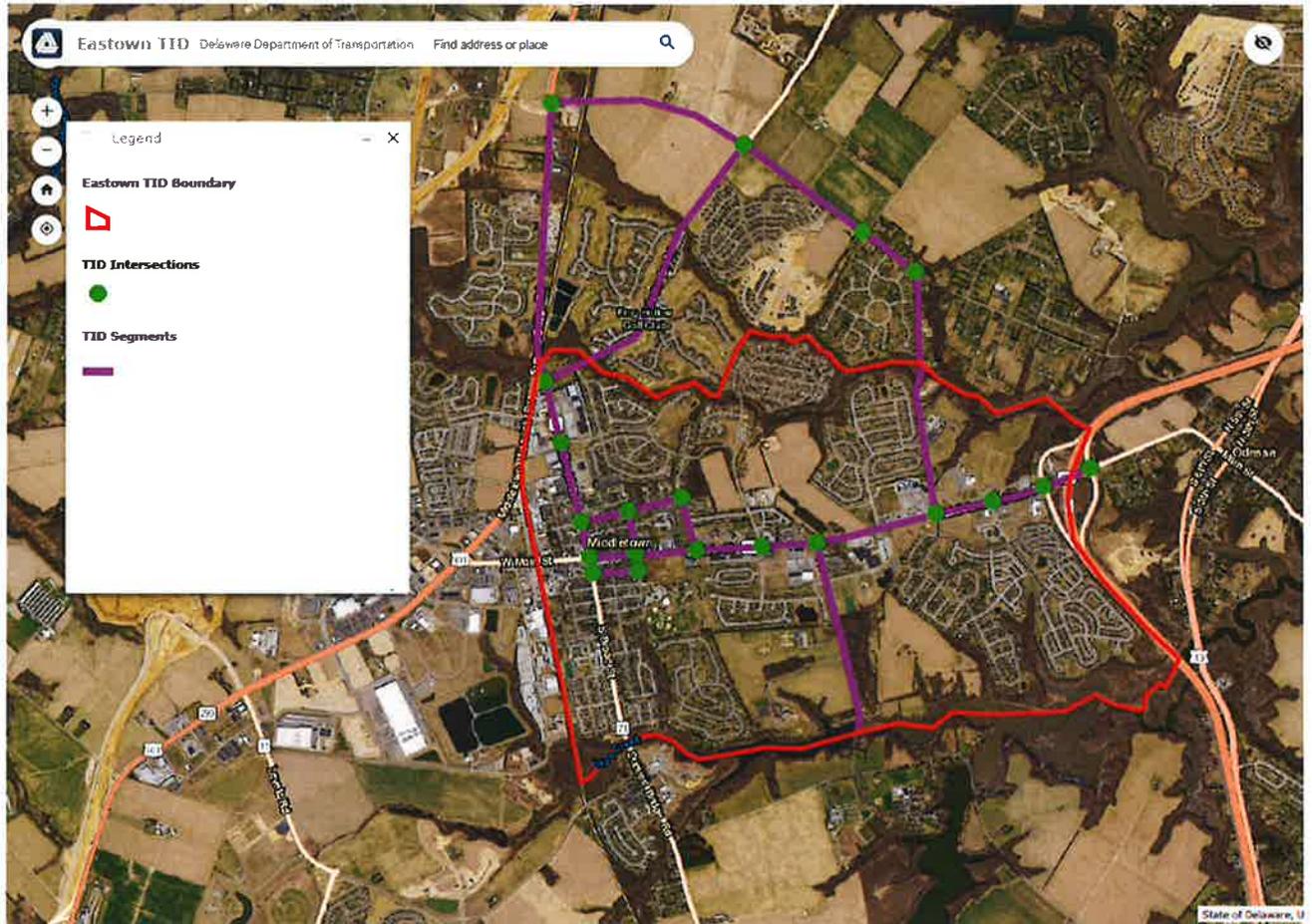


Exhibit B to accompany Eastown TID Agreement

Service Standards for Eastown TID

These standards describe the standards to which DelDOT worked in developing the transportation improvement projects that are to be built as part of the Eastown TID. They in no way obligate DelDOT or the Town to make specific improvements. They describe the form and function that improvements are to have if improvements are to be made.

I. Inside Participant Boundary

A. Capacity and Level of Service Standards

1. To account for seasonal variations in traffic, DelDOT shall adjust weekday traffic counts to approximate annual average volumes.
2. DelDOT may further adjust specific volumes to account for errors in the counted volumes where such errors become apparent and for instances where it is apparent that traffic has increased since the counts were done.
3. The same standards for all roads in the study area shall be assumed except:
 - a. The intersection of SR299/Main St. and SR71/Broad Street, which shall have an overall intersection delay of no more than 110 seconds in the weekday evening peak hours.
4. Use of the procedures in the 6th Edition of the Highway Capacity Manual and applicability only to the Automobile Mode are assumed except as specified in this document. Those standards are summarized in the tables below for reference.

Control delay is the delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed.

Signalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
>10-20	B	F
>20-35	C	F
>35-55	D	F
>55-80	E	F
>80	F	F

Unsignalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
$>10-15$	B	F
$>15-25$	C	F
$>25-35$	D	F
$>35-50$	E	F
>50	F	F

5. Minimum intersection Levels of Service (LOS) are as follows:
 - a. Overall Level of Service for Weekday (Monday through Friday) Morning and Evening Peak Hours at signalized, roundabout and all-way stop-controlled intersections: E. LOS for specific approaches and movements may be F.
 - b. Level of Service for Weekday (Monday through Friday) Morning and Evening Peak Hours at two-way stop-controlled intersections: E for left turns from the major street. LOS for minor street approaches and movements may be F.
 - c. For all facilities, 95th percentile queue lengths should not exceed available turning lane lengths and through movements should not queue through adjacent intersections.
6. In the following specific locations, DelDOT and the Town agree that improvements outside the existing right-of-way will not be required, regardless of intersection delay and queue lengths:
 - a. All existing Town-maintained roadways
7. Facilities to be analyzed shall include all at-grade intersections of one or more State-maintained roads with:
 - a. Other State-maintained roads;
 - b. Rail Lines
 - c. Town-maintained streets, excluding alleys;
 - d. Commercial or institutional driveways served by traffic signals.

B. Geometric Standards

1. Use of posted speed limits is assumed.

2. The DelDOT Functional Classification Map, applicable DelDOT design standards and DelDOT's Complete Streets Policy are assumed.
3. With specific regard to typical sections on State-maintained roads, the following minimum widths are required:
 - a. 11-foot through lanes;
 - b. 10-foot turning lanes (12-foot for two-way left turn lanes, 15-foot for a right turn lane if a 5-foot bicycle lane is included);
 - c. 5-foot shoulders on local roads;
 - d. 8-foot shoulders on collector and minor arterial roads; and
 - e. 10-foot shoulders on principal arterial roads.

C. Fixed Route Transit

Existing DART First State bus service is assumed to continue. Addition of new stops and the amenities required at each stop shall be at the discretion of the Delaware Transit Corporation.

D. Aesthetic Standards

With the possible exceptions of Scenic Byways and the Town's Historic District, addressed, plain bituminous pavement with Portland cement concrete curbs and sidewalks, galvanized steel signal poles and streetlight heads, grass or concrete medians and grass or bituminous-paved shoulders are assumed. To the extent that it is fiscally and environmentally feasible, transportation improvements identified in the TID's LUTP will maintain or replace existing brick sidewalk, landscaping, lighting, street furniture, signal poles and sign posts with like materials, and reset granite curb, within the limits of the Town's Historic District. This brick sidewalk and granite curb may exclude areas where curb ramps are being (re)constructed. Such curb ramps and their transition areas may be Portland cement concrete. Where either the Town or DelDOT determine that it is not fiscally or environmentally feasible, both parties agree to work together to reach consensus on alternative aesthetic treatments.

E. Delaware Byways

If a road is designated by DelDOT as part of a Scenic Byway and there is a Corridor Management Plan, and/or a Master Plan, for that Byway, the Plan(s) shall govern the implementation of these standards with respect to that road.

F. Drainage

Where new road construction is proposed to address otherwise substandard conditions, adequate drainage shall be provided as part of that construction. In the following locations, inadequate drainage is known to exist and shall be addressed as part of this effort:

1. None

II. Outside Participant Boundary but within Facilities Boundary – Same as inside.

Exhibit C to accompany Easttown TID Agreement

Exhibit C Land Use and Transportation Plan

Figure 1: 2045 Land Use Map



0.65 0.325 0 0.65 Miles



DelDOT GIS Layers
Map updated 6/10/19
Sarah C. Coakley, Project Planner



Legend	
Develop_ty, Resid_unit, Cont_sq_ft	Easttown_TID
Developable, Commercial	Rail Lines
Developable, Institutional/Governmental	MAINTENANCE_ROADS layer.lyr
Developable, Mixed-Use	SUBURBAN_STREETS layer.lyr
Developable, Residential	MUNICIPAL_ROADS layer.lyr
	Municipalities

Table 1: 2045 Land Use and Trip Generation

Eastown TID	Existing	Proposed	Proposed	ITE	Residential	Square	AM	AM	AM	PM	PM	PM
Development	Zoning	Zoning	Land Use	Code	Units	Footage	In	Out	Total	In	Out	Total
218 West Main St	C-2	C-2	Commercial and Apartments	220 / 820	4	2,244	95	60	155	17	18	35
410 Brick Mill Rd	R1-B	R-3	100-200 Unit Apartment Complex	220	120		13	44	57	43	26	69
Bayhealth Medical (Phase 2)	C-2	C-2	Professional Office	720		20,000	41	12	53	20	50	70
Brick Mill Early Childhood Center	None	R1-B	Early Childhood School	565		40,000	233	207	440	209	236	445
Christiana Care Middletown Campus - Phase 2	C-3	C-3	Hospital	610		727,500	452	213	665	228	484	712
Christiana Care Middletown Campus - Phase 2	C-3	C-3	Medical Office Buildings	720		430,000	523	148	671	327	841	1168
Christiana Care Middletown Campus - Phase 2	C-3	C-3	Utility Plant	170		40,000	74	18	92	11	42	53
Christiana Care Middletown Campus - Phase 2 - Total						1,197,500	1049	379	1428	566	1367	1933
Dove Run	C-3	C-3	Commercial*	820		109,966	128	78	206	278	301	579
Fusco Properties (Lots 2 & 5 and additional Lots)	C-2	C-2		820		105,000**	126	78	204	270	293	563
Greenlawn Village	C-3	C-3	Commercial*	820		18,420	100	61	161	73	80	153
Healthsouth - Phase 2		C-2	Medical Office Buildings			16,578	34	10	44	16	40	56
Highlands of Middletown	R-2 & R-3	R-3	Residential, athletic complex and open space	220	1,242		84	338	422	416	224	640
Highlands of Middletown	R-2 & R-3	R-3	Daycare	565		10,000	58	52	110	52	59	111
Highlands of Middletown - Total							530	390	532	468	283	751
Library			Institutional	590		35,000	33	14	47	148	161	309
Middletown Crossing	C-2	C-2	Apartments & Retail (Mixed-Use)	220 / 820	240	22,700	120	136	256	168	137	305
Middletown Square Greenlawn Office Park***	C-3	C-3	First floor retail with offices on floors 2-4	710 / 820		70,852	164	72	236	80	128	208
Promenade			Residential	220	119		13	43	56	43	26	69
Shops of Middletown	C-3	C-3	Shopping Center and Apartments	220 / 820	347	91,000	148	180	328	363	328	691
St Joseph's Church (Commercial re-use)			Commercial re-use of Church	879		4,000	9	10	19	12	13	25
St Joseph's Parish (extension off main building)	R1-A	R1-A	church building expansion	495		4,000	21	11	32	10	11	21
St Joseph's Parish (Educational building)	R1-A	R1-A	educational building	495		9,066	33	17	50	18	21	39
St Joseph's Parish (Multi-Use Building)	R1-A	R1-A	multi-use building	495		4,920	24	12	36	12	13	25
St Joseph's Parish (Preschool)	R1-A	R1-A	preschool	565		3,636	21	19	40	19	21	40
St. Joseph's Parish - Total							99	59	158	59	66	125
Tax Parcel 2300300005 - Quaker City Motor Parts Co	Commercial	Commercial	Assumed light industrial	110		209,781	142	21	163	8	53	61
Tax Parcel 2302500023	Residential	Residential	Assumed single-detached homes	210	16		4	12	16	11	6	17
Tax Parcel 2300700368	Commercial	Commercial	Assumed Shopping Center	820		2,030	95	58	153	14	16	30
Tax Parcel 2300700372	Commercial	Commercial	Assumed Shopping Center	820		3,600	95	59	154	22	24	46
Tax Parcel 2300600629	Commercial	Commercial	Assumed Shopping Center	820		17,000	99	61	160	70	76	146
Tax Parcel 2300600642	Commercial	Commercial	Assumed Shopping Center	820		20,500	100	62	162	81	87	168
YMCA****				491		31,000	21	20	41	66	49	115

Table 2: Easttown TID Capital Transportation Program

Project Title	Project Description	Project Cost Estimate
East Lake St Extension	Extension of E. Lake Street from N. New Street to connect Bucktail Drive right on the existing roundabout. The project includes roundabout at the intersection of Cleaver Farm Road.	\$5,352,650.00
Silver Lake Rd Extension	Extension of Silver Lake Road that connects E. Main Street (SR 299) and the new E. Lake Street Extension.	\$2,886,410.00
East Green St Extension	Extension of E. Green Street to connect to Dickenson Blvd. Also includes installing roundabout at Dickenson Blvd	\$4,648,130.00
EB SR299 east of Gloucester Blvd	Add one eastbound thru lane on SR 299 from Gloucester Blvd to West of SR 1 Ramps.	\$3,548,500.00
SR71 and Green St	Convert two-way stop-controlled to signalized intersection by adding 75 foot left turn lanes from both E. Green and W. Green Streets to S. Broad St. (SR 71).	\$602,310.00
Green St and Catherine St	Remove Stop Sign and Stop Bar on eastbound Green St. (intersection will be two-way stop controlled on Catherine St only)	negligible, include in East Green St Extension project
SR299 and Silver Lake Rd	Add channelized right turn on Silver Lake Rd (NB). It also includes modification of existing traffic signal.	\$1,497,020.00
Marl Pit Rd and Brick Mill Rd	Convert the three-way stop-controlled intersection to single-lane roundabout at the intersection of Marl Pit Rd and Brickmill Rd.	\$821,510.00
Marl Pit Rd and Shallcross Lake Rd	Convert the three-way stop-controlled intersection to single-lane roundabout at the intersection of Marl Pit Rd and Shallcross Lake Rd.	\$951,100.00
Brick Mill Rd and Dove Run Centre Dr/Christiana Care	Install roundabout at the intersection of Brick Mill Rd and Dove Run Centre Dr.	\$936,340.00
SR299 and Christiana Care Entrance/Gloucester Blvd	Add one left turn lane to Christiana hospital at the intersection of SR 299 and Gloucester Blvd.	\$1,222,340.00
SR71 and Cedar Lane	Convert three-way stop-controlled to signalized intersection by adding 75 foot right turn lane from Cedar Lane Road to S. Broad St. (SR 71) and 150 foot left turn lane from S. Broad St. to Cedar Lane Rd.	\$1,424,210.00
Total Project Costs		\$23,890,520.00
Development Share of Project Costs		~ 30%

Table 3: Initial Fee Schedule

Single Family Detached Residential	\$2,500 per unit
Multi-Family Residential*	\$1,250 per unit
Office/Commercial	\$3.00 per square foot
Institutional and Industrial	\$1.75 per square foot

These initial Fees shall be subject to an increase of up to four percent (4%) per year, not compounded, beginning on January 31, 2021, and on January 31 of each year thereafter, in the amount determined by DeIDOT and the Town of Middletown. The actual amount of the increase shall be set by DeIDOT and the Town of Middletown, in January of each year, based upon the Consumer Price Index (CPI), and considering the amount of off-site construction remaining to be accomplished under this agreement. The established percentage shall not exceed four percent (4%) in any one year.

*Townhomes are considered a form of multi-family residential, due to ITE trip generation rates.