

**MEMORANDUM OF AGREEMENT**  
**between KENT COUNTY, DELAWARE and the DELAWARE STATE HISTORIC**  
**PRESERVATION OFFICE**  
**PURSUANT TO 36 CFR PART 800.6 ( c)**

WHEREAS, the County of Kent, State of Delaware (County), has determined that the demolition of 105 North Street, Milford, Delaware, will have an adverse effect upon the dwelling at 105 North Street, a property listed in the National Register of Historic Places as a contributing resource of the North Milford Historic District, and has consulted with the Delaware State Historic Preservation Officer (DE SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the City of Milford, Delaware, participated in the consultation and has been invited to concur in the Memorandum of Agreement;

NOW, THEREFORE, the County and the DE SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

Stipulations.

The County will ensure that the following measures are carried out:

1. Prior to its demolition, 105 North Street will be recorded in accordance with Delaware Category III documentation requirement (Delaware Threatened Buildings Survey: Guidelines for Documentation of Threatened Resources, 1991) and DE SHPO survey guidelines (Guidelines for Architectural and Archaeological Surveys in Delaware, 1993). Specifically, the documentation will consist of the following:

- a. Drawings. Measured sketch plan of the building and site plan.
- b. Photographs. 35 mm black and white photography of exterior and interior views. For each roll of film, the negatives, one contact sheet, a completed set of "Photo Inventory" Cards, and a completed DE SHPO "Photographic Inventory -- Contact Sheet" form will be submitted.
- c. Written Data. The appropriate completed DE SHPO "Cultural Resource Survey" form(s).

This documentation will be forwarded to the DE SHPO for review and approval. Once the Documentation is approved, a set will be retained by the DE SHPO.

2. The demolition of 105 North Street will be carried out in accordance with the "Property Demolition Scope of Work" (Appendix 1).

3. If it is determined that the terms of this Agreement cannot be carried out, the parties to this Agreement shall consult in accordance with 36 CFR 800.6(c)(7) and (8).

4. This Agreement shall expire if its terms are not carried out within one (1) year from the date of execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of the Memorandum of Agreement by the County and the DE SHPO, the subsequent filing of this Agreement with the Advisory Council for Historic Preservation, and implementation of its terms evidence that the County has afforded the Council an opportunity to comment on the demolition of 105 North Street, Milford and its effects on historic properties, and that the County has taken into account the effects of the undertaking on historic properties.

Robert S. McLean County Administrator Feb. 5, 2002  
County of Kent, Delaware (date)

David P. [Signature] December 7, 2001  
Delaware State Historic Preservation Officer (date)

CONSULTING PARTY:  
[Signature] January 25, 2002  
City of Milford, Delaware (date)

CONTRACT NO. 1  
"H" (HISTORIC)

Page 1 of 2

Bond property  
105 North St.  
Milford, DE

## PROPERTY DEMOLITION

### SCOPE OF WORK

#### LOCATION

The property contains a 2 1/2 story wood-framed structure. Tax Map Identification Number MD-16-183.10-03-86.00-000. The property is on the east side of North St., between Front Street and North Second Street.

#### GENERAL STANDARDS

The purpose is to provide a clear/clean lot with naturally contoured drainage over the entire property. This project will provide for the code-compliant removal of the complete substandard structure, foundation removal, as outlined below, filling the basement, general surface grading and debris, undergrowth and small tree removal over the entire lot.

#### SPECIFICATIONS

The contractor is responsible for utilizing a Certified Asbestos Abatement Contractor for the proper removal and disposal of all asbestos siding from the entire house. Any other potentially friable asbestos observed during the bidding process is to be reported immediately to the Kent County Community Development Section at 744-2480.

The contractor will remove and dispose of the entire structure, including any remaining contents in the structure and around the house. All Freon containing appliances are to be properly abandoned and disposed of. If present, any above ground fuel tank(s) are to be pumped dry, properly abandoned and dispose of.

The foundation around the basement area is to be removed to a point 24 inches below grade. NO materials will be left, or placed, in the basement. The area is to be filled with clean fill. Any crawlspace foundation, utility, or other materials within 24 inches of the surface within the footprint of the structure will be removed. This requirement includes the removal of any steps, the front stoop and sidewalk out to the City sidewalk. The City sidewalk is to remain intact.

The wire fence along the south side of the lot is to be removed. The debris, brush, undergrowth and small trees covering the lot are to be removed. All stumps are to be removed/ground to a point 4 inches below grade.

Upon completion of the structure removal, the area within the entire footprint will be graded to natural contours for drainage. The final 4 inches of fill is to be topsoil. Other disturbed areas are to be graded for natural drainage. The lot is to be seeded with a builder grade grass mixture.

The contractor is responsible for causing the removal of any remaining public and City utilities. NOTE- Contractors are to call the City of Milford Public Works with any questions or to verify any City of Milford requirements associated with the capping/removal of city provided services.

Note: disposal tickets must be submitted to verify the proper disposal of all demolition materials.

**PROCEDURES**

The Contractor is to employ "soft demolition" techniques. No heavy equipment or dumpsters will be allowed in the north (side) or east (rear) yards. Heavy equipment may only occupy the area directly in front of the structure out to North St., immediately south of the structure over to the property line along the parking lot and within the footprint of the structure. Only small rubber-tired tractors will be permitted in the north or east (rear) yards for the purpose of removing debris, brush, undergrowth and small trees covering these portions of the lot.

**No deviation from the procedures will be permitted** without prior written clearance from the Kent County Community Development Section. The reason for the above process is to prevent the disturbance of any potentially present archaeological artifacts in the north (side) and east (rear) yard areas.

**FRIABLE ASBESTOS/FREON**

The removal of asbestos will require the use of a Certified Asbestos Abatement Contractor. Freon containing appliances will require the use of a Certified Refrigeration Repair Mechanic.

**PERFORMANCE MANUAL**

All articles of DIVISION - 01. GENERAL CONDITIONS and DIVISION - 02. DEMOLITION, ASBESTOS ABATEMENT & EXCAVATION of the Performance Manual apply to all work to be executed under the Contract. The requirements of the SCOPE OF WORK will govern if in conflict with the Performance Manual.

TOTAL MATERIALS & LABOR \$ \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Company name &  
address) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_