



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, April 25, 2018
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 7:00 PM Regular Meeting

Page

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF MINUTES

- A. April 11, 2018 Town Council Minutes
- B. April 20, 2018 Town Council Special Meeting Minutes

5. BIDEN AVENUE

- 3 - 5 A. Bond Reduction
[Bond Reduction Request](#)

- 6 B. Maintenance Bond Acceptance
[Maintenance Bond Recommendation](#)

6. AGREEMENT FOR WASTEWATER SERVICES - TOWN OF GEORGETOWN AND SUSSEX COUNTY ON BEHALF OF THE COASTAL BUSINESS PARK & COASTAL AIRPORT IN CONNECTION WITH TRANSMISSION AND TREATMENT OF SEWAGE DISCHARGES

- 7 - 15 A. Agreement
[Georgetown - Sussex County User Agreement \(Final\)](#)

7. TOWN LETTER OF SUPPORT - US 113 - SR 18/SR 404 GRADE SEPERATED INTERSECTION

16 - 25

- A. [US 113 - SR 18 and SR 404 Grade Seperated Intersection](#)

8. DEPARTMENTAL REPORTS

26 - 28

- A. Gene Dvornick – Town Manager
[Delaware General Assembly Legislative Report \(149 GA - 2nd Session\) \(2018-04-25\)](#)

9. PUBLIC COMMENT

10. ADJOURNMENT

SUSSEX ENTERTAINMENT ENTERPRISES LLC
150 ONIX DRIVE KENNETT SQUARE, PA 19348

April 12, 2018

Sent via regular mail and email

Town of Georgetown
39 The Circle
Georgetown, DE 19947
Attn: Jeff Ward, Construction Coordinator

**Subject: College Park – Sewer & Water relocation infrastructure, Georgetown, DE 19947
Bond # 0677016 (amended)**

Please accept this letter as our formal request for a reduction in the amount of the bond securing this project. We are requesting a reduction from \$482,584.50 to \$48,258.45 per section 4.4 of the public works agreement (Agmt # 2014-233) between the Town and Sussex Entertainment Enterprises.

cost of sewer water re-route work	\$297,672
completion guaranty (bond) amount	\$482,584.50
maintenance bond (10%)	\$48,258.45

Via a separate transmission, my engineer is submitting six (6) paper, one (1) Mylar, and one digital copy complete set of the “as-built” construction drawings signed and sealed by their firm.

Sincerely,



Dean Pletz
Vice President of Real Estate
(484) 731-2468 (office)
(302) 563-8593 (cell)

Cc: Ken Adams, Melvin Joseph (by email: KAdams@melvinjoseph.com)
Jocelyn Godwin, Town of Georgetown (by email: jgodwin@georgetowndel.com)
Jonathan Richard, Becker Morgan Group (by email: Jrichard@beckermorgan.com)
William Fry, Fry Bonding Company (by email: Frybonds@comcast.net)

I:\Land Development\Delaware\Georgetown-Sewer Water Realignment\ Bond Reduction Letter

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. 0677016

Removal of Biden Ave., Cul-de-sac and Sanitary Sewer Connection to existing MH-8 at New Elevation with Outside Drop

(Bond Type)

IN FAVOR OF Town Of Georgetown, 39 The Circle, Georgetown, DE 19947

(Obligee)

ON BEHALF OF Sussex Entertainment Enterprises, LLC, 150 Onix Drive, Kennett Square, PA 19348

(Principal)

EFFECTIVE February 1, 2016

(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, International Fidelity Insurance Company, 2570 Blvd. of the Generals, Suite 125, Norristown, PA 19403,

hereby gives its consent to change;

(of) the attached bond FROM: \$297,672.00

TO: \$482,584.50

REASON: Per Town of Georgetown email dated January 4, 2017 for additional work.

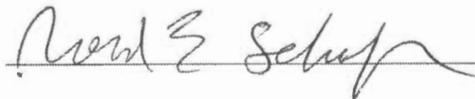
EFFECTIVE: January 5, 2017

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 5th day of January, 2017.

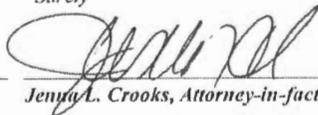
SUSSEX ENTERTAINMENT ENTERPRISES, LLC

Principal



International Fidelity Insurance Company

Surety



Jenny L. Crooks, Attorney-in-fact

Tel (973) 624-7200

Bond# 0071010

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

WILLIAM T. FRY, ELAINE MARIE FRY, JENNA L. CROOKS

Chadds Ford, PA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seats of said Companies; that the said Corporate Seats and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

5th

day of

January, 2017

MARIA BRANCO, Assistant Secretary

The Mayor and Council of Georgetown



*Department of Public Works
39 the Circle
Georgetown, DE 19947
Telephone (302) 856-6045
Fax (302) 855-5706
www.georgetowndel.com*

April 18, 2018

Town of Georgetown
39 The Circle
Georgetown, Delaware 19947

Attn: Eugene Dvornick
Town Manager

RE: Reduction of Bond
Sussex Entertainment Enterprises, LLC.

Dear Mr. Dvornick:

I have received a request from Dean Pletz, Sussex Entertainment Enterprises, LLC. for the release of the Performance Bond and to implement a Maintenance Bond in the amount of 10% of the Performance Bond:

Total Bond -	\$482,584.50
Remaining 10% -	\$48,258.45

The Maintenance Bond will be for one (1) year. The Developer's contractor has completed and tested, to the Town of Georgetown Design and Construction Standards for Water, Sewer and Streets, all infrastructures that the Town of Georgetown shall have maintenance responsibility according to the approved drawings and as-builts for Biden Avenue Sewer and Water Realignment. Unconditional release of liens from all contractors has been provided.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Ward", is written over the word "Sincerely,". The signature is stylized and fluid.

Jeff Ward
Construction Coordinator

AGREEMENT FOR WASTEWATER SERVICES

Between

TOWN OF GEOERGETOWN

and

SUSSEX COUNTY

for and on behalf of the

COASTAL BUSINESS PARK & COASTAL AIRPORT

In Connection with

Transmission and Treatment of Sewage Discharges

This Agreement of services is made and entered into this ____ Day of ____, 2018 (“Effective Date”), by and between The Town of Georgetown, a political subdivision of the State of Delaware (hereinafter referred to as “Owner”), and Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as “Contract User”), in connection with the Coastal Business Park & Coastal Airport sewer service areas.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - TERM OF AGREEMENT

Upon the Effective Date of this Agreement, the 2008 Agreement and the 2010 Amendment thereto are hereby terminated and replaced in their entirety by this Agreement. The term of this Agreement shall be ten (10) years, commencing upon the Effective Date of this Agreement and terminating ten (10) years thereafter. If, at the expiration of the term of this

Agreement, Contract User shall not be in default upon any of the terms or conditions of this Agreement, then the Parties shall renew this Agreement for an additional term of ten (10) years.

The Contract User must notify the Owner in writing, via first class U.S. mail, no later than one hundred and twenty (120) days prior to this Agreement's expiration, in order to indicate the Contract User's desire to either renew or terminate this Agreement. If the Contract User does not indicate their intentions in writing to the Owner, as described above, then this Agreement will be automatically renewed on a year to year basis.

ARTICLE II - DEFINITION OF TERMS

The following terms, as used herein, shall have the following meanings:

- A. "Collection System" shall mean local gravity pipelines used to convey the sewer discharges of the Contract User's constituents to the respective pump stations.
- B. "Actual Metered Sewage Flow" shall mean the metered flow of sewage discharged from the Contract User's Coastal Business Park pump station for treatment at the Owner's Wastewater Treatment Facility.
- C. "Biological Treatment" shall mean the handling of sewage by means of biological processes performed within the Owner's Wastewater Treatment Facility.
- D. "Transmission System" shall mean pump stations with pressurized pipelines used to convey Contract User's sewage to the Owner's designated Connection Point.
- E. "Base Flow Volume" shall mean an existing permitted discharge at the effective date of the Agreement including all businesses and their respective uses and operations at that time.
- F. "Connection Point" shall mean the existing point of connection where the Contract User's separate force main from the Business Park Pump Station joins the force main from the Airport Pump Station upon said point of transfer shifting conveyance, maintenance and locating responsibilities from Contract User to Owner.

ARTICLE III - SERVICES TO BE RENDERED

The services to be rendered to Contract User by Owner shall be sufficient to perform the functions contemplated by terms of this Agreement, including but not limited to the following:

A. Transmission of Sewage

Owner agrees to transmit Contract User's sewage through forcemain to the Owner's Wastewater Treatment Facility downstream of the designated Connection. This obligation extends only to operation and maintenance of Owner's Transmission System and does not include the Contract User's Collection and Transmission Systems upstream of the Connection Point.

B. Treatment of Sewage

Owner agrees to treat Contract User's sewage to a degree sufficient to enable the final effluent to comply with the Owner's Wastewater Treatment Facility National Pollutant Discharge Elimination System (NPDES) Permit.

ARTICLE IV - CHARACTERISTICS AND QUANTITY OF SEWAGE

Owner's obligation to transmit and treat Contract User's sewage, as required hereunder, is and shall be subject to the following conditions:

A. Quality of Sewage

Contract User's sewage will not be acceptable if (1) upon the addition of said sewage to the sewage flow entering the Owner's Wastewater Treatment Facility, the resulting combined sewage flow is not amenable to Biological Treatment or (2) the Contract User's contribution directly and solely results in a violation of standards set in the Owner's Wastewater Treatment Facility's (NPDES) Permit; and further provided that Contract User's Sewage meets the following additional criteria:

- (1) Biochemical Oxygen Demand and Total Suspended Solids less than 250 mg/l.
- (2) Temperature less than 150 degrees F.
- (3) Fat, oil, or grease by weight less than 100 parts per million.

- (4) No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or other toxic or hazardous substance, as determined by Owner.
- (5) pH greater than 6.0 and lower than 8.4 pH units
- (6) No radioactive materials.
- (7) Not highly colored.

In the event of any damages suffered by Owner, resulting from the above, Contract User shall bear responsibility for reimbursement to Owner for damages suffered.

B. Quantity of Sewage

Contract User's flow contributions shall initially be limited to the Base Flow Volume at the time of execution of the Agreement. Additions to or reductions in capacity are set forth in ARTICLE VIII.

ARTICLE V - PAYMENT FOR SERVICES

A. Manner of Payment

Contract User shall pay for all transmission and/or treatment services rendered by Owner hereunder for the Coastal Business Park and Airport within thirty (30) days after Contract User's receipt of an invoice from Owner. Upon Contract User's failure to pay any invoice so generated, the outstanding balance due upon such invoice shall accrue a financing charge in the amount of one and one half percent (1.5%) per month.

B. Coastal Business Park Rate

Contract User agrees to pay Owner for all of Contract User's sewage from the Coastal Business Park transmitted and treated by Owner at the in-Town rate as set forth in the annual budget of the Town of Georgetown.

C. Coastal Airport Rate

Contract User agrees to invoicing by Owner directly to the individual businesses and governmental entities for all sewage from the Coastal Airport transmitted and treated by Owner

at the out-of-Town rate as set forth in the annual budget of the Town of Georgetown.

ARTICLE VI - MEASUREMENT OF CONTRACT USER'S SEWAGE FLOW

Any and all measurements of Contract User's sewage flow at the Coastal Business Park, as required by Article V above, shall be performed under a monitoring program conducted and paid for by the Contract User and supervised by Owner. The results of all flow measurements shall be evaluated monthly, and shall serve as the basis for Owner's charges to Contract User.

The metering device utilized to measure Contract User's sewage flow shall be calibrated annually by an independent testing agency. The results of calibrations shall be made available to the Owner. If the calibration reveals a discrepancy greater than 10%, the monthly sewer billing to the Contract User shall be adjusted (up or down) for a three (3) month period immediately preceding the calibration. No action shall be taken for metering devices within 10% accuracy.

Billing or credit adjustments shall be made on the next billing period immediately following the discovery of the metering discrepancy.

All measurements of Contract User's sewage flow at the Coastal Airport, as required by ARTICLE V, shall be based on water meter readings for the respective business or governmental entity performed by the Owner under a water meter monitoring program conducted and paid for by the Owner.

ARTICLE VII – SYSTEM OPERATION & CAPITAL IMPROVEMENTS

Contract User shall be responsible for all capital expenses associated with the initial construction and expansion of the Contract User's Collection and Transmission Systems up to the Connection Point. Contract User shall furthermore be responsible for all costs incurred in the operation and maintenance associated with said improvements. No sewer infrastructure of any type shall be connected to the Connection Point unless Owner reviews and approves the design and inspects and approves the construction of any such proposed connection.

Owner shall be responsible for all operation and maintenance and future capital expenses associated with the Owner's transmission system downstream of the Connection Point unless such improvements are directly attributable to the addition of Contract User's flow.

ARTICLE VIII – WASTEWATER IMPACT FEES

Contract User can buy additional capacity in excess of the Base Flow Volume by paying Owner's applicable sewer impact fees as set forth in the Town of Georgetown Code at the time of the request. Requests shall be submitted by Contract User to Owner at the time of any new building permit issuance at either the Coastal Business Park or the Coastal Airport. Owner shall invoice Contract User for the amount due and payment of the associated impact fee shall be made within ninety (90) days after receipt of the invoice.

Contract User has the option to surrender capacity below the Base Flow Volume with twelve (12) months prior written notice. Owner shall calculate applicable sewer impact fee credits as set forth in the Town of Georgetown Code at the time the actual surrender. Associated reimbursement payments shall be made within thirty (30) days of Owner's issuance of any new building permit within the Town of Georgetown's service territory up to the total of capacity surrendered by Contract User.

ARTICLE IX – TERMINATION OF SERVICES

Except as otherwise provided herein, either party may terminate this Agreement upon twenty-four (24) months' written notice to the other party; provided that, notwithstanding any such notice of termination, Contract User agrees to pay Owner for any and all transmissions and/or treatment services rendered by Owner hereunder; and further provided that, notwithstanding any such notice of termination, Contract User shall reimburse Owner for Contract User's pro rata share of capital debt charges incurred by Owner (less depreciation) for any capital project which, during the term of this Agreement, was undertaken by Owner for the specific benefit of

Contract User. Notwithstanding the notification period, the parties agree that, in the case of Owner's facilities experiencing operating limitations likely to result in violations of applicable permits, the acceptance, treatment and disposal of wastewater by the Owner may be limited or discontinued for such period as agreed to by the parties, or as required by law or regulation.

ARTICLE X - ARBITRATION

Any controversy or claim arising out of or related to this Agreement, or any breach thereof, shall be settled by binding arbitration, by arbitrator(s) mutually agreed upon by the Parties. The arbitration shall be conducted according to the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any such controversy or claim, each party shall bear its own costs and neither party shall be responsible for payment of the other's legal, technical, or other costs of arbitration or litigation.

ARTICLE XI – GOVERNMENTAL AUTHORITY

This Agreement shall be subject to all governmental and regulatory approvals required to enable either party to enter into and perform pursuant to this Agreement including but not limited to any approvals required from the Delaware Department of Natural Resources and Control. In addition, the parties agree to comply with all applicable laws, regulations and policies of the federal, state, county and local authorities in the performance of this Agreement.

ARTICLE XII – GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed based upon the laws of the State of Delaware. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected

thereby and shall be enforced to the greatest extent permitted by law.

ARTICLE XIII - MISCELLANEOUS

A. This Agreement supersedes any and all previous agreements and understandings, written or oral pertaining to sewer treatment and transmission services, between the parties hereto concerning the subject matter hereof.

B. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, and the parties acknowledge and agree that there is no other agreement or understanding, written or oral, between the parties hereto concerning the subject matter hereof.

C. No change, modification, revision, or amendment to this Agreement shall be made or enforceable unless such change, modification, revision, or amendment is reduced to a writing duly executed by both parties hereto.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns. No third-party beneficiaries to this Agreement are intended.

E. Any notice required to be delivered to or by either party under this Agreement shall be sent via first class US mail. For purposes of this provision, Owner's address shall be 39 The Circle, Town Hall, Georgetown, Delaware 19947, and Contract User's address shall be 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947.

2018.02.27

WELCOME!

On behalf of the Delaware Department of Transportation (DelDOT), we welcome you to this Public Workshop for the grade separated intersection at US 113 and SR 18/SR 404 in Georgetown.

This project is part of the US 113 Corridor Improvement Plan, which includes proposed transportation improvements along about 30 miles of US 113 from Ellendale to the Delaware/Maryland state line. The limits of this project include the intersection at US 113 and SR 18/SR 404 and extend approximately 1,000 feet to the north and south of the intersection.

Thank you for sharing your valuable time and insights.

Jennifer Cohan
Secretary
Delaware Department of Transportation



PURPOSE OF WORKSHOP

The purpose of this workshop is to obtain input from you, the public, on the concept design alternatives for the proposed grade separation. The project team is available to answer questions and provide information on the project.

Comments will be accepted through March 30, 2018. Information about the project and the ability to provide comments and suggestions on the projects can be obtained from the projects' websites at:

<https://deldot.gov/information/projects/US113-SR18-SR404-GSI/>



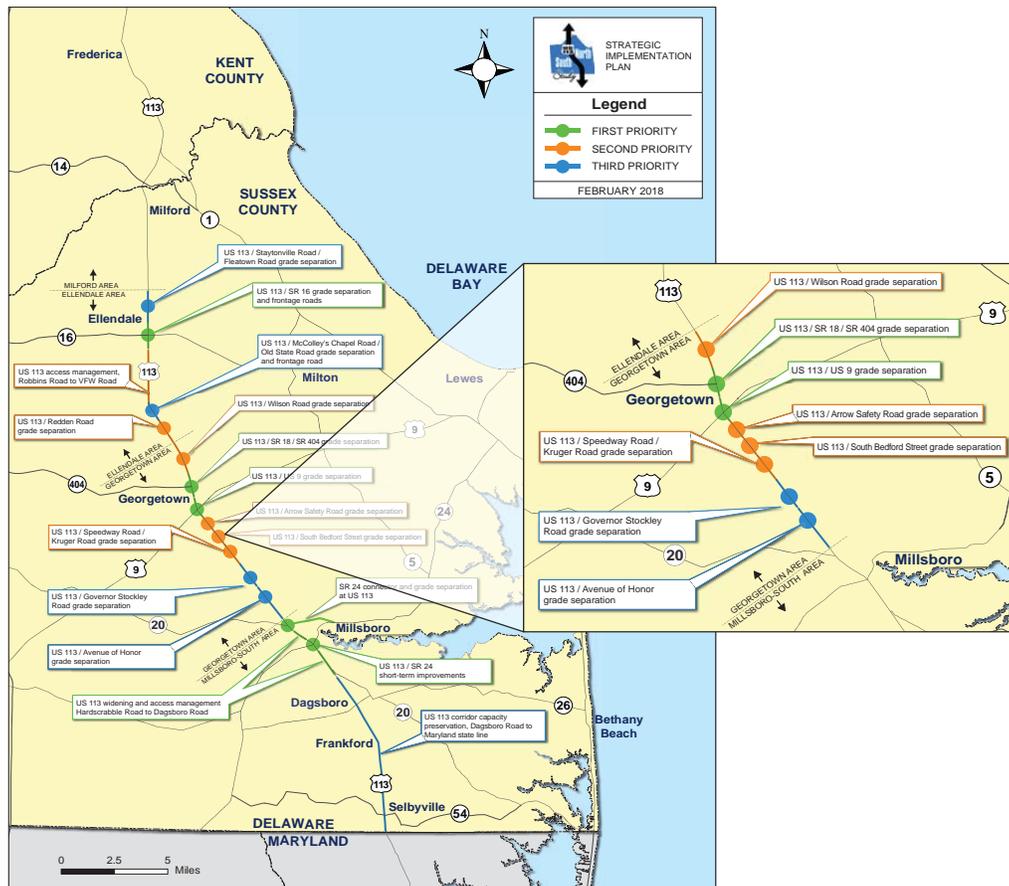
Delaware Department of Transportation
US 113 AT SR 18 / SR 404



2018.02.27

PROJECT PURPOSE & NEED

- The purpose of the project is to preserve mobility for local residents and businesses while providing roadway improvements along US 113 that would reduce congestion, improved safety, and accommodate anticipated growth in local and seasonal traffic.
- Sussex County continues to grow at a high rate. New development is rapidly replacing farm fields, and it is expected to increase the County's population and employment by approximately 50 percent over the next 20 years. Continued development in the study area would require additional access points and traffic signals along US 113, resulting in greater conflicts, reduced safety, and increased traveler delays. This project is needed due to the extraordinary growth along the US 113 corridor, and its burden on the local and regional transportation network.



Delaware Department of Transportation
US 113 AT SR 18 / SR 404



PROJECT BACKGROUND AND SCHEDULE

- The intersection at US 113 and SR 18/SR 404 was determined to be a priority transportation improvement due to the existing traffic congestion and reported crash rates.
- During summer peak periods, the intersection operates at Level of Service (LOS) E with an average delay of 78 seconds per vehicle. The threshold for LOS F is 80 seconds. By 2040, without any improvements, the average delay during summer peak periods will be over 260 seconds and vehicle queues will extend well beyond the existing capacity.
- Between February 2015 and February 2018, a total of 128 crashes were reported at the intersection, which is the highest rate among intersections in the Georgetown Area. Among the reported crashes there were 105 (82%) rear end crashes and 43 (34%) were eastbound right-turn, rear end crashes. Twenty-two (17%) of the reported crashes involved an injury and 36 (28%) crashes were reported during the summer.
- As new development continues and traffic increases along the US 113 corridor, the traffic congestion that currently occurs only during the summer months will frequently occur during non-summer weekday peak periods.



US 113 @ SR 18/404 - 2040 Traffic

PROJECT SCHEDULE

Design	2018-2020
Right-of-Way Acquisition	2020-2023
Start Construction	2023



PROPERTY ACQUISITION PROCESS

PROPERTY ACQUISITION PROCESS

If it is determined that all or a portion of your property is necessary for the project improvements, DeIDOT will contact you well in advance of any construction activity and follow the process outlined below:

Public Workshops

DeIDOT's Right of Way staff attends workshops when there are potential right of way impacts. Staff begins to interact with property owners who may be impacted at the time.

Appraisal Process

- DeIDOT must have a Fair Market Value, in writing, for all acquisitions.
- Owners are given the opportunity to accompany the appraiser.
- All appraisals are reviewed by a licensed appraiser.

Negotiations

- An Agent will contact the owner in person or via mail to begin the negotiation process.
- The Owner will receive a copy of the State's appraisal or Waiver Valuation for non-complex acquisitions.
- The Owner will receive a written confirmation of the offer.
- The Owner has the right to have their own appraisal performed, which will be reviewed by DeIDOT.
- DeIDOT will review any counter offers by the owners to determine that it has merit.
- DeIDOT may enter into an Administrative Settlement if justified and documented.

Closing

- If an agreement is reached, DeIDOT and the owners move to a settlement process.
- If no agreement is reached, DeIDOT can move to acquire the right-of-way need through eminent domain. Cases can still be settled without a trial.

RELOCATION PROCESS

There are two basic types of relocation processes:

- Residential.
- Non-Residential (Commercial/Industrial).

Residential

- Tightly controlled by 49 CFR, Part 24 and Title 29, Chapter 93 (Federal Regulations) and Delaware Code.
- Owners/Tenants are provided various options including housing/rental supplements and moving costs.
- Owners/Tenants are not required to vacate until offer has been made, listings of available comparable housing has been provided, and the State has acquired legal ownership of the property.

Non-residential

- Moving costs and re-establishment expenses as well as advisory assistance is offered.

2018.02.27

STAY INFORMED

We encourage all residents, property owners, business owners, and those who travel along US 113 to stay informed and provide valuable feedback to the Project Team by:

- Attending Public Workshops/Hearings.
- Filling out a Comment Form.
- Checking the Project website for updates:

<https://deldot.gov/information/projects/US113-SR18-SR404-GSI/>

Feel free to contact us with questions or comments by:

Phone: 800. 652. 5600. (in DE) or 302. 760. 2080.

Email: dotpr@state.de.us

Mail: DeIDOT Community Relations
P.O. Box 778
Dover, DE 19903

THANK YOU!

We thank you for taking the time to review tonight's materials and for participating in the workshop.

Your insights and suggestions are valuable and greatly appreciated. Your comments will be considered as we move forward with the design.

Jennifer Cohan
Secretary
Delaware Department of Transportation

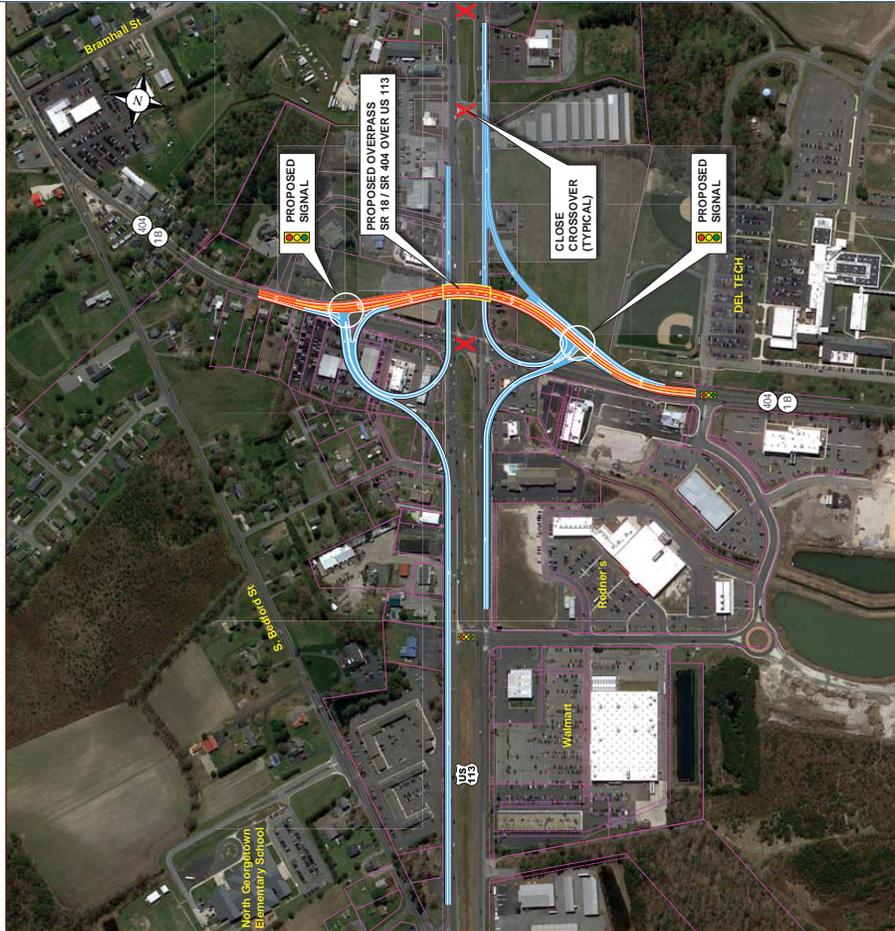


Delaware Department of Transportation
US 113 AT SR 18 / SR 404



ALTERNATIVE A

2018.02.27



ADVANTAGES

- Provides direct, free flow ramps for major volume movements
- Constructability - new alignment of SR 18/SR 404 overpass at US 113
- Previously supported by Georgetown Working Group and general public
- Provides better potential for bike/ped access across US 113
- Three phase signal operation at ramp terminals

DISADVANTAGES

- Greater R/W impacts - limits existing access along US 113
- Minimum design speed (25 MPH) loop ramp for NB to WB movement
- No through movements at ramp terminals

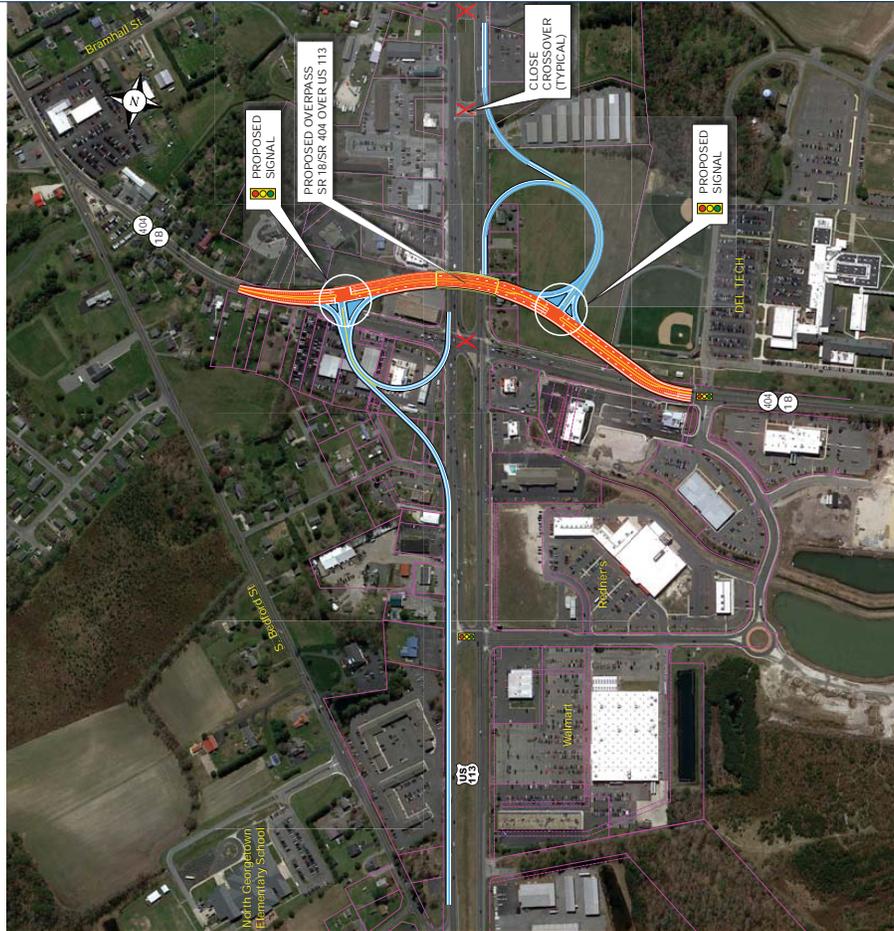


Delaware Department of Transportation
US 113 AT SR 18 / SR 404



ALTERNATIVE B

2018.02.27



ADVANTAGES

- Provides direct, free flow ramps for major volume movements
- Constructability - new alignment of SR 18/SR 404 overpass at US 113
- Provides better potential for bike/ped access across US 113
- Three phase signal operations at ramp terminals

DISADVANTAGES

- Greater commercial R/W impacts
- Minimum design speed (25 MPH) loop ramps
- No through movements at ramp terminals
- Eastbound to Southbound movement has less direct, lower speed access
- Closer spacing between ramp terminals

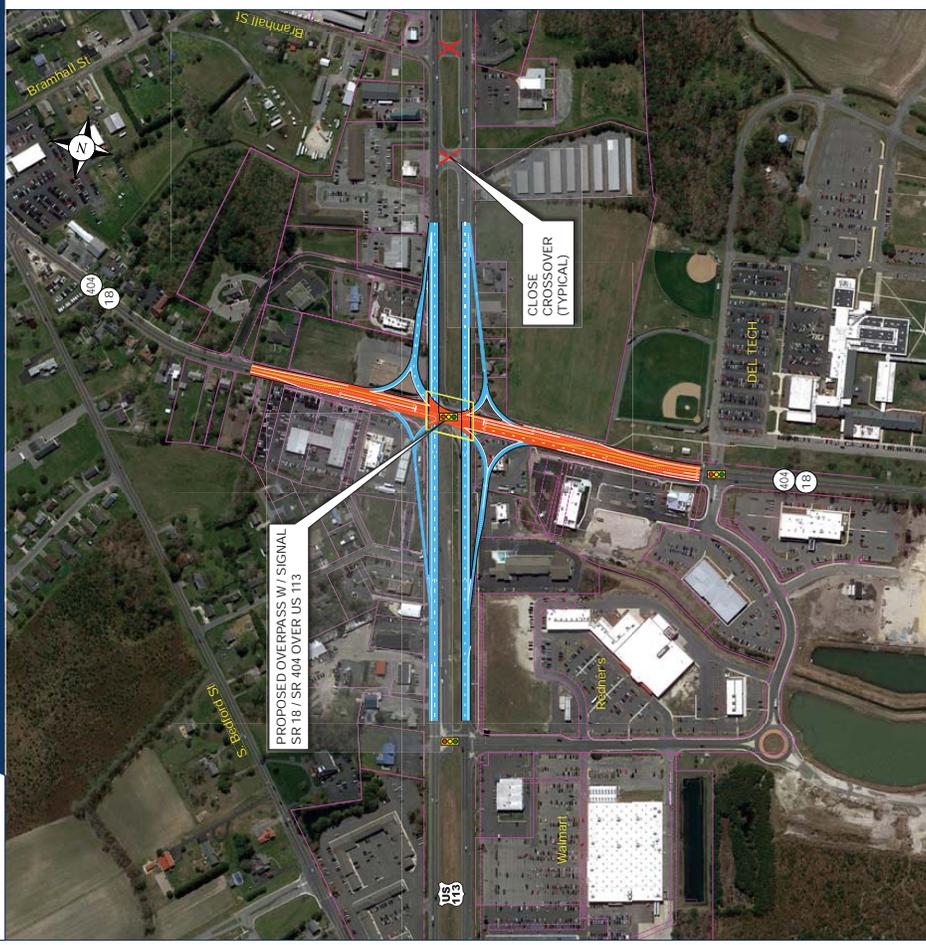


Delaware Department of Transportation
US 113 AT SR 18 / SR 404



ALTERNATIVE C

2018.02.27



ADVANTAGES

- Maximizes traffic flow through one signalized intersection
- Reduces right-of-way impacts - full acquisition of SW quadrant not required
- Improves safety - simultaneous left-turns reduces potential for more severe angle crashes
- Allows for better geometry for left-turns - heavy vehicle access

DISADVANTAGES

- No Northbound/Southbound US 113 through access at ramp terminals
- Higher construction costs - increased structure costs for bridge
- Very difficult to construct while maintaining traffic
- Limits bike/ped access
- Driver confusion

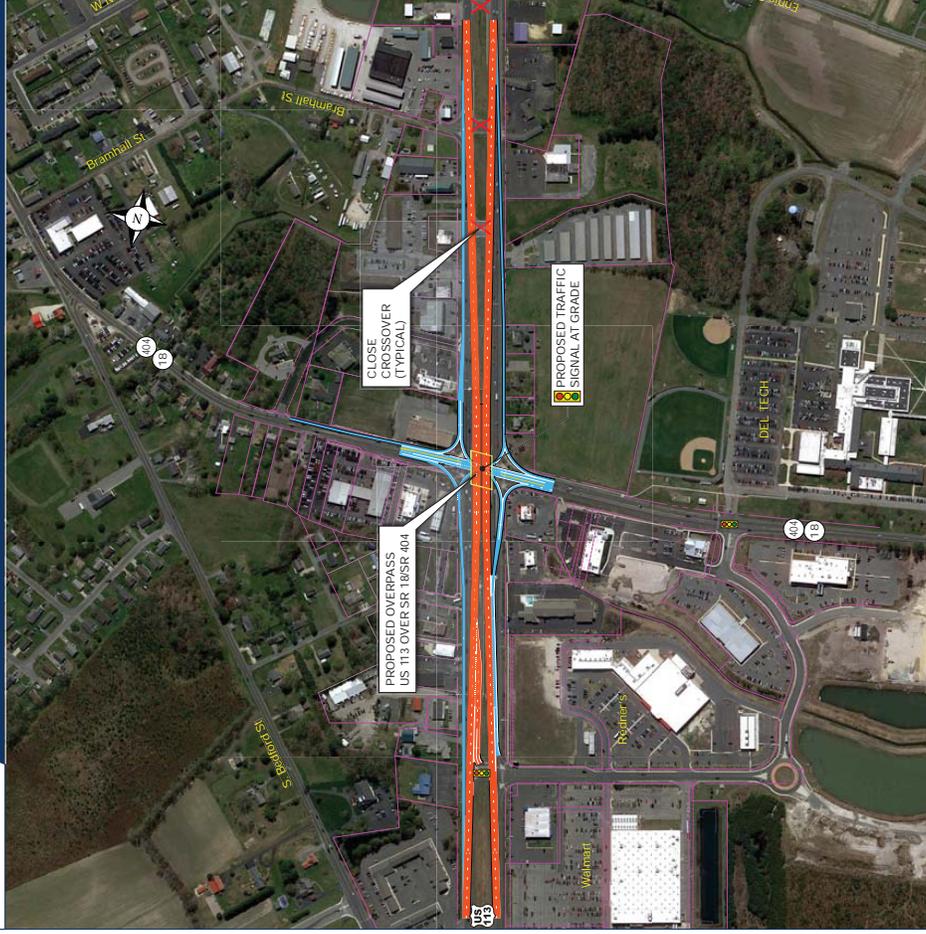


Delaware Department of Transportation
US 113 AT SR 18 / SR 404



ALTERNATIVE D

2018.02.27



ADVANTAGES

- ▶ Maximizes traffic flow through one signalized intersection
- ▶ Reduces right-of-way impacts - full acquisition of SW quadrant not required
- ▶ Provides local access service roads for business access

DISADVANTAGES

- ▶ No Northbound/Southbound US 113 through access, significantly limiting business access
- ▶ Higher construction costs - increased structure costs for MSE walls and bridge
- ▶ Very difficult to construct while maintaining traffic
- ▶ Limits bike/peped access
- ▶ Visual impacts of US 113 overpass at SR 18/SR 404 as dividing the Town
- ▶ Sight distance constraints with intersection below US 113 overpass
- ▶ Driver confusion



Delaware Department of Transportation
US 113 AT SR 18 / SR 404



ALTERNATIVE E

2018.02.27



ADVANTAGES

- Provides conventional turning movements for grade separation
- Maintains local access and provides Northbound/Southbound through movements
- Constructability - lower construction costs

DISADVANTAGES

- Signalized intersection control at closely spaced ramp terminal - reduced vehicle storage
- Higher potential for angle crashes - left-turns at ramp terminals
- Greater R/W impacts
- Less direct movements for Northbound to Westbound and Eastbound to Southbound



Delaware Department of Transportation
US 113 AT SR 18 / SR 404



Town of Georgetown Second Session, 149th Delaware General Assembly Legislative Report

Prepared By:
Eugene S. Dvornick, Jr., Town Manager
April 25, 2018

Bill	Description	Position	Status	
HB 38	Nonutility Wells and Permits with HA 1	Support	PASSED (05/11/17)	Out of Committee (01/09/18)
HB 63	Absentee Ballot Voting	Support	Administration Out of Committee (03/29/18)	
HB 177	Municipal Boards of Adjustment with SA 1	Support	Signed (03/29/18)	
HB 198	Alcoholic Beverages and Farmer's Markets and Agricultural Themed Events	Support		
HS 1 for HB 198	Alcoholic Beverages and Farmer's Markets and Agricultural Themed Events	Support	Agriculture Out of Committee (03/28/18)	
HB 260	Formation of a Grant-In-Aid Committee	Support	PASSED (01/11/18)	Finance (01/17/18)
HB 270	Clean Water for Delaware Act	Under Review	Natural Resources Tabled in Committee (03/28/18)	

HB 284	Removal of Partially Consumed Alcohol	Support	PASSED (03/06/18)	PASSED (04/18/18)
HB 293	Prevailing Wage Reform	Support	Administration (01/09/18)	
HB 295	Bond and Capital Improvements	Support	Signed by Governor (02/14/18)	
HB 297	Decreasing the Realty Transfer Tax	Oppose	Revenue & Finance (01/16/18)	
HB 320	Driving Under the Influence (BAC from .08 to .05)	Under Review	Public Safety & Homeland Security (03/01/18)	
HB 325	Bond and Capital Improvements (Governor's Recommended)	Under Review	Capital Infrastructure (01/25/18)	
HB 341	Voting on Appropriations, Bond and Capital Improvements, and Grants-In-Aid (Constitutional Amendment)	Support	Administration (03/15/18)	
HB 357	Municipal Restriction on Sex Offender Residency Restrictions	Under Review	Corrections Tabled in Committee (03/28/18)	
HB 367	Municipal Street Aid Practices	Support	Out of Committee (04/18/18)	
HB 377	County Ability to Impose Lodging Tax	Under Review	Administration (04/19/18)	

HB 380	First-Time Home Buyer Realty Transfer Tax Credit	Support	Economic Development/Banking/Insurance/Commerce (04/17/18)	
HB 399	Constitutional Amendment for Equal Rights	Support	PASSED (03/29/18)	Executive (04/18/18)
SB 10	Minimum Wage Increases 2017 – 2020	Neutral		Defeated (03/20/18)
SB 145	Budget (Governor’s Recommended)	Under Review		Finance (01/25/18)
SB 170	Minimum Wage Increases 2018 - 2021	Under Review		Labor (03/28/18)
Watch List:	Cannabis Use Municipal Accommodation Tax			