



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, June 24, 2020, 2:00 PM

This meeting will be conducted electronically, pursuant to Governor Carney's State of Emergency declaration, effective March 13, 2020, as amended. Town Hall is closed to the public.

zoom.us/join

Zoom Meeting ID: 995-707-61072

Follow Onscreen Instructions

2 [Governors Proclamation](#)

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF JUNE 10, 2020 TOWN COUNCIL MINUTES

A.

5. GEORGETOWN WATER INTERCONNECTION AGREEMENT

3 - 8 [GEORGETOWN WATER INTERCONNECTION AGREEMENT - 10082019 v3](#)

6. WASTEWATER CAPACITY SURRENDER APPROVAL

9 - [Letter to Georgetown re. Coastal BP sewer capacity surrender 10082019](#)
12 [Addendum to Georgetown Wastewater Services Agreement 08152018](#)

7. DEPARTMENTAL REPORTS

13 - A. Gene Dvornick - Town Manager
18 [Town Manager Report - 2020-06-24](#)
[Delaware General Assembly Legislative Report \(150 GA - 2nd Session\) \(2020-06-24\)](#)

8. PUBLIC COMMENT

19 A. Correspondence
[Southern Delaware Alliance for Racial Justice \(2020-06-12\)](#)

9. ADJOURNMENT

The agenda items as listed may not be considered in sequence. This agenda is subject to change, at or before the meeting, to include the addition or deletion of items, including executive sessions. Persons requiring special accommodations to attend this meeting should contact the Town Office in writing 72 hours in advance of the meeting, stating their needs in order to have them addressed under the requirements of the American with Disabilities Act (ADA).

STATE OF DELAWARE



OFFICE OF THE GOVERNOR

PROCLAMATION

Whereas, the Centers for Disease Control and Prevention has determined that a novel coronavirus ("COVID-19") presents a serious public health threat; and

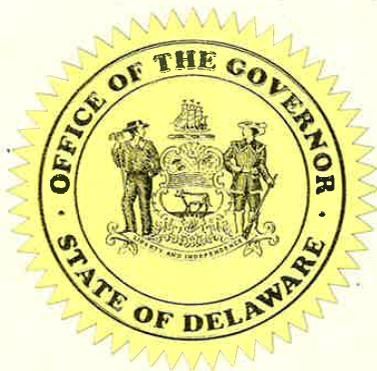
Whereas, as of 8:00 a.m. E.S.T. on March 13, 2020, the Governor declared a State of Emergency due to the public health threat of COVID-19; and

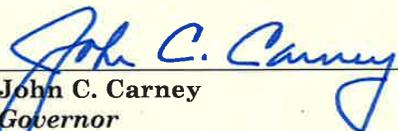
Whereas, in order to prevent the community transmission of COVID-19, the Governor's State of Emergency declaration ordered all public meetings of executive branch public bodies governed by 29 Del. C. §§10001 et. seq. (including boards, commissions, task forces, and any other similar public body) may be conducted electronically, either by means of telephone conference call or video-conference call; and

Whereas, in the interests of protecting the citizens of this state from the public health threat caused by COVID-19, the Governor is authorized to take such action as the Governor reasonably believes necessary to help maintain life, health, property or public peace in this state, including issuing a proclamation to suspend the provisions of any regulatory statute prescribing the procedures for conducting state business where strict compliance with the statute may hinder necessary action in coping with the public health threat caused by COVID-19.

**Now, Therefore, We, John Carney, Governor,
and Bethany Hall-Long, Lieutenant Governor,
do hereby declare that the following precautionary
measures shall be implemented:**

1. All meetings of public bodies governed by 29 Del. C. §§10001 et. seq., until further notice, may be conducted electronically, either by means of telephone conference call or video-conference call.
2. The technology used must permit members of the public body to hear the comments of and speak to all those participating, and members of the public to hear the comments of and speak to such members of the public body contemporaneously. Public participants must also be permitted to electronically access presentation materials and submit questions or comments.
3. During any public meeting conducted by electronic means, each member of the public body will identify him or herself before speaking so that members of the public are able to hear the comments of the members of the public body.
4. Notice requirements of public meetings will continue as required by law and will include the electronic information necessary for participation.
5. Meetings already noticed shall be updated as soon as practicable with the information necessary for members and the public to participate electronically.
6. All other rules and procedures applicable to public meetings shall be followed.




John C. Carney
Governor


Bethany A. Hall-Long
Lieutenant Governor

17-3292
Number

WATER INTERCONNECTION AGREEMENT

Between

TOWN OF GEOERGETOWN

and

SUSSEX COUNTY

for and on behalf of the

COASTAL BUSINESS PARK & COASTAL AIRPORT

This Agreement is made and entered into this ____ Day of ____, 2020 (“Effective Date”), by and between The Town of Georgetown, a political subdivision of the State of Delaware (hereinafter referred to as “the TOWN”), and Sussex County, a political subdivision of the State of Delaware, (hereinafter referred to as “the COUNTY”), in connection with the Coastal Business Park’s & Coastal Airport’s potable water district service areas.

WITNESSETH:

WHEREAS, the TOWN and the COUNTY are the owners of a potable water supply and distribution system, and;

WHEREAS, the TOWN and the COUNTY desire to interconnect their respective systems and to purchase potable water from each other from time to time supplying users within their respective service districts, and related services as set forth herein, and;

WHEREAS, the interconnection shall be comprised of mains, meter(s), hydrant(s), valves as all other infrastructure to complete the connection between the respective water systems, in accordance with the established TOWN water system standards (hereinafter referred to as “the Project”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS: The COUNTY shall be responsible for design, installation and commissioning of the Project. The COUNTY shall track expenses directly related to the Project for later partial reimbursement but shall provide all services not directly related to the Project at no expense to the TOWN.
2. TOWN OBLIGATIONS: The TOWN shall, after commissioning of the Project, upon invoicing by the COUNTY for the direct expenses, contribute a one-time 50% cost share towards the implementation of the Project not to exceed \$50,000.00 due within thirty (30) days of receipt.
3. CONNECTION POINT: The parties hereto agree to use the metering station, established by mutual consent in a location to be determined, as the point of transfer shifting operation and maintenance responsibilities from the TOWN to the COUNTY and vice versa.
4. WATER PURCHASE: The TOWN and the COUNTY agree to furnish and sell to each other under and pursuant to the terms of this Agreement a supply of water through the connection point
5. RATES: The Parties hereto agree to pay each other for water furnished pursuant to the terms hereof according to the in-Town rate as set forth in the annual budget of the TOWN.
6. BILLING: It is mutually agreed by the parties hereto that the TOWN shall submit a bill or credit to the COUNTY for water used on a quarterly basis and the parties hereto agree to pay twenty-five (25) days from the billing date.
7. TERM: It is mutually agreed by the parties hereto that the term of this Agreement shall be enforced for a period of twenty (20) years, commencing upon the Effective Date of this Agreement and terminating ten (10) years thereafter. If, at the expiration of the initial term or any subsequent renewal term the COUNTY is not in default upon any of the terms or conditions of this Agreement, then the Agreement shall automatically renew for an additional ten (10) year term.
8. METER TESTING. The COUNTY agrees, at its expense and cost and without any expense or liability to the TOWN, to employ a competent testing firm as approved by the TOWN to service and calibrate all metering equipment every ten (10) years.

9. **METER READING.** The TOWN agrees to cause the meter(s) to be read and the COUNTY agrees that the TOWN shall have access at all times to said meter(s) for reading purposes. The TOWN agrees to furnish to County a copy of the results of any such reading conducted by the TOWN.
10. **ENFORCEMENT.** It is mutually agreed by the parties hereto that either party hereto may proceed against the other party hereto either in law or in equity, by suit, mandamus or other proceedings, to enforce or compel performance of any and all covenants contained herein against the other party hereto.
11. **USE OF WATER:** The parties hereto agree not to sell, lease nor give any interest in or right or privilege to utilize any water furnished pursuant to the terms hereof to any other municipality or to any other consumer of water whose premises are located outside the boundaries of the TOWN or the Coastal Business Park.
12. **QUALITY:** The parties hereto agree that all water delivered shall be of the same quality, purity, and potability as is furnished to its water customers pursuant to the then current primary and secondary Federal drinking water standards under the Safe Drinking Water Act (SDWA).
13. **QUANTITY:** The parties hereto agree that the initial quantity of water purchased by either party shall not exceed 1,500,000 gallons per month and 250,000 gallons per day.
14. **DISCONTINUATION OF SERVICE:** The parties hereto agree that either party may discontinue the purchase of water from the other after providing ten (10) days' advance notice of discontinuation upon the happening of any one or more of the following events, it being understood that any such discontinuance of the purchase of water shall continue only until the violation for which notice is given is corrected:
 - (i) The water supplied does not conform to SDWA; or
 - (ii) The water supplied is corrosive with pH of less than 6.5 as determined by a competent testing firm; or

- (iii) Interruption of water supply resulting in an inadequate supply of water or the reduction of reserve fire storage in the respective storage tank to less than twenty-five percent (25%) of capacity.
 - (iv) A break in the respective distribution water systems until such condition is repaired or isolated.
15. **INDEMNIFICATION.** To the extent permitted by law, the parties shall indemnify, defend and hold the other harmless from and against any and all claims for bodily injury and property damage occurring as a result of its respective water supply and distribution systems or operations incidental thereto unless such claims arise from the negligence of the other party. Such indemnification shall not affect the statutory immunity afforded to either party, and to the extent any claim may be precluded by such immunity, this Paragraph shall not be applied to alter, qualify, or inhibit the parties' immunity.
16. **NON-ASSIGNMENT.** The COUNTY and The TOWN agree not to assign or in any other manner transfer this Agreement or any interest thereunder without the previous written agreement of the other party being obtained.
17. **WAIVER OF BREACH.** It is mutually agreed by the parties hereto that if either party hereto waives the breach of any covenant or condition contained in this Agreement, such waiver shall not be construed as a waiver of any subsequent breach of the same or a different covenant or condition set forth herein.
18. **BINDING EFFECT.** It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective successors and permitted assigns.
19. **TIME OF ESSENCE.** Time is of the essence for purposes of performing this Agreement. Any reference to "day" shall mean a calendar day, unless specifically noted otherwise herein.
20. **GOVERNING LAW.** The parties agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without respect to its conflict of laws provisions.

21. **MERGER.** It is agreed that this Agreement and its exhibits comprises the full understanding and agreement between the parties regarding this subject, and any representation, warranty, right or obligation, whether oral or in writing, shall not be effective unless such is expressly incorporated in this Agreement. This Agreement may not be modified, amended, or replaced without the signed, written consent of both parties.

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov
HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

Town of Georgetown
37 The Circle
Georgetown, DE 19947
Date: October 10, 2019

Attn: Mr. Gene Dvornick, ICMA-CM,
Town Manager

Re: Town of Georgetown and Sussex County
Capacity Surrender Approval under Agreement for Wastewater Services

Dear Gene,

The Delaware Coastal Business Park, as well as the entities located at the Coastal Airport along Rudder Lane, receive wastewater treatment services from the Town of Georgetown under the April 23rd, 2008 Agreement last amended by addendum on August 14, 2018.

Today the County Council discussed the County's long-term wastewater service options for the Coastal Business Park and Coastal Airport. Given the limited availability of municipal sewer capacity, Council voted to give twelve months' notice to surrender of 100% of the County's used capacity as per Article VIII of the Agreement. The Agreement allows the Town in this case the option to request flow reversal from the County of up to 200% of the County surrender capacity.

This option allows the Town to regain capacity beyond the County flows without additional capital contribution beyond the recovery of the County's base capacity. Please indicate the Town's decision for inclusion in the County's design.

If you shall have any questions, please feel free to contact me at my direct line (302) 855 – 7728.

Sincerely,

Hans M. Medlarz, P.E.
Sussex County Engineer

cc: Ms. Gina Jennings, Sussex County Finance Director



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

**ADDENDUM TO THE
AGREEMENT FOR WASTEWATER SERVICES**

Between
TOWN OF GEORGETOWN
and
SUSSEX COUNTY
for and on behalf of the
COASTAL BUSINESS PARK & COASTAL AIRPORT

Whereas, on April 25, 2018 the Town of Georgetown reviewed and approved an Agreement for Wastewater Services for and on behalf of the Coastal Business Park & Coastal Airport; and

Whereas, on May 15, 2018 the Sussex County Council reviewed and approved this same agreement; and

Whereas, both parties are in agreement to amend the Agreement.

Now Therefore, the Town of Georgetown and Sussex County Council agree to amend the agreement by modifying Article VIII – Wastewater Impact Fees as follows:

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 up to 100% of the Base Flow Volume with twelve (12) months prior written notice. If Contract User surrenders 100% of the capacity, Owner has the option to request flow reversal from Owner to Contract User up to 200% of said capacity. Owner shall calculate applicable sewer impact fee credits for the actual capacity surrendered as set forth in the Town of Georgetown Code at the time of the Notice to Surrender. Associated reimbursement payments shall be made semi-annually on November 15 and May 15,

based on Owner's issuance of any new building permits within the Town of Georgetown's service territory up to the total of capacity surrendered by Contract User. If surrender option is exercised, impact fee credit payments shall commence on or after May 1, 2023.

[Signature Page Follows]

TOWN MANAGER REPORT

June 24, 2020

Call with Representative Blunt-Rochester

Earlier this week Representative Blunt-Rochester held a call with local governments to discuss three areas:

- HEROES Act and funding directed to state and local governments. Anticipate some ability to offset lost revenue
- Justice and Police Act of 2020 and potential impact on Delaware local police departments
- Possible Infrastructure Bill to keep the economy moving

Portable Generator

On Monday, June 22 the Town took delivery of our portable generator designed to power the Administrative Offices in the event of an emergency – this can also be used by the water and wastewater departments.



Reviewed by Town Solicitor

TOWN MANAGER REPORT
June 24, 2020

State Funding

SB 242 – Bond Bill

- Community Transportation Funds - \$24,230,000 (\$27,330,000); \$630,000 drainage
- Municipal Street Aid - \$6,000,000
- Downtown Development Districts - \$4,000,000 (\$8,500,000)
- Georgetown East Gateway - \$709,624 (\$426,525 – State; \$283,099 – Federal)
- US 113/DE 18/404 GSI - \$12,360,000 (\$3,760,000 – State; \$8,600,000 – Federal)
- Park Avenue - \$14,053,1170 (\$10,238,689 – State; \$3,814,428 – Federal)
- Family Court Facilities (Kent/Sussex) – Zero (FY 2020 - \$6,850,000)
- Street Rehabilitation
 - North & South Bedford Street
 - East & West Market Street
 - Bridgeville Road

SB 241 – Grants-In-Aid

- County Seat Package (Total) \$3,880,543 (same as FY 2020)
- Direct to Town of Georgetown - \$14,000 remainder done by formulary

Project Updates:

- James Street - Proshot Concrete is relining the drain pipe near Harrison House, once completed they will be moving to the pipe along James Street
- Lee Avenue – Discussions are ongoing with Dunbarton Oaks regarding the dedication of Lee Avenue and vacating of paper streets. The most recent request was to reduce the Right of Way to 35’ for the section closest to West North Street – after review with staff this appears reasonable

Miscellaneous

- Legislative Update
- Reminders:
 - **Town Offices Closed:** Friday, July 3rd in observance of Independence Day
 - **Delaware League of Local Governments:** Cancelled until further notice
 - **Sussex County Association of Towns:** Cancelled until further notice

Reviewed by Town Solicitor



Town of Georgetown Second Session, 150th Delaware General Assembly Legislative Report

Prepared By:
Eugene S. Dvornick, Jr., Town Manager
June 24, 2020

Bill	Description	Position	Status
HS 1 for HB 200	Clean Water for Delaware	Support	Out of Committee (01/28/20)
HB 135	Constitutional Amendment – “Crossover Day” (First Leg)	Support	Administration (05/02/19)
HB 265 w/ HA 1	Tax Exemption for Disabled Veterans	Support	Appropriations (01/29/20)
HB 270	Stands Operated by a Child (Lemonade or other)	Support	Economic Development/Banking/Insurance & Commerce (12/12/19)
HB 271	POW/MIA Flag Display (Consistent with Federal Law)	Support	Administration (01/09/20)
HB 275	Leashed Dogs (Outdoor Patios)	Support	Signed by Governor (03/03/20)
HB 290	Bond Bill Amendment	Support	Signed by Governor (02/06/20)

HB 294	Pedestrian Solicitation	Support	Public Safety & Homeland Security (01/30/20)	
HB 300	Capital Improvements – Bond (Governor’s Recommended)	Under Review	Capital Infrastructure (01/30/20)	
HB 330	Emergency Management	Neutral	Administration (04/24/20)	
HB 331	Sussex County Budget Amendment	Support	Administration (05/15/20)	
HB 332	Sherriff Duties (Removes obsolete arrest language)	Neutral	Judiciary (05/22/20)	
HB 337	Drinking Water Protection Act (PFAS and PFOA)	Under Review	Natural Resources (05/29/20)	
HB 340	Constitutional Amendment – State of Emergency Orders (First Leg)	Neutral	Administration (05/29/20)	
HB 350	Use of Chokeholds	Support	Out of Committee (06/22/20)	
SB 182 w/ SA 1	Municipal Prohibition on Trucks	Neutral	Transportation/Land Use and Infrastructure (01/30/20)	PASSED (01/29/20)
SB 191	Constitutional Amendment – Equal Rights (race, color, national origin) (First Leg)	Support	Out of Committee (06/22/20)	PASSED (06/16/20)

SB 202	Equal Accommodations in Parking	Under Review		Transportation (01/15/20)
SB 207	Invasive Plant	Neutral		PASSED (01/30/20)
SB 211	POW/MIA Flag Display (Consistent with Federal Law)	Support		Veteran Affairs (01/29/20)
SB 225	Budget Bill (Governors Recommended)	Under Review		Finance (01/29/20)
SB 226	One-Time Supplement (Governor's Recommended)	Under Review		Finance (01/29/20)
SB 240	Budget Bill	Support		PASSED (06/23/20)
SB 241	Grants-In-Aid	Support		Defeated (06/23/20)
SB 242	Capital Improvement - Bond	Support		Defeated (06/22/20)
SB 250	Renewable Energy Portfolio Standards	Under Review		Laid on the Table (06/10/20)
SB 257	Juneteenth National Freedom Day – Legal Holiday	Neutral		Laid on the Table (06/20/20)

Watch List:	Lodging Tax – Air BNB Minimum Wage Property Assessments Recreational Marijuana			
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Southern Delaware Alliance for Racial Justice

June 12, 2020

PO Box 306
Lewes, DE 19958

Mayor Billy West
37 The Circle
Georgetown, DE 19947

Dear Mayor West:

I am writing to you on behalf of the Southern Delaware Alliance for Racial Justice (SDARJ), a local non-partisan, non-profit organization dedicated to eliminating racial injustice through education, information, and advocacy. In the aftermath of the tragic death of George Floyd and too many others at the hands of police officers, we are redoubling our focus on criminal justice reform, particularly in Sussex County. I hope you and your council will join us in an effort to evaluate current practices in your police department, to reform those that require change, and to develop an on-going dialogue with your community to build trust and with your state and federal representatives to secure changes at those levels as well as the funds to implement reforms and training.

There are many suggestions for beginning this evaluation and reform. I'd like to refer you to the one developed by the Equal Justice Initiative, which is headed by Milton, DE native son Bryan Stevenson. We believe it makes comprehensive and yet concise recommendations that can serve as a starting point for dialogue and change in your community. The full text of their recommendations can be found at eji.org/issues/policing-in-america/. They seek to improve public safety by building trust and changing police cultures through detailed action in the following ten areas:

1. Document and expose problems
2. Change police culture
3. Ban and criminalize excessive use of force
4. Empower citizens to shape policy and hiring
5. Confront history of racial injustice
6. Require training of officers to be responsive to the needs of the community
7. Mandate independent prosecution when citizens are killed
8. Eliminate qualified immunity
9. Invest in community health and crime reduction
10. Incentivize and create more diverse police departments.

I particularly want to draw your attention to and urge your support of a review of your city's use of force policies and your mechanisms for reviewing police discipline issues. SDARJ is prepared to work with you and your community through our monthly town halls that highlight many of these issues as well as special programs such as our Dialogue for Action. We will be hosting a virtual town hall meeting in cooperation with the Women's March Sussex on June 19 at 4 pm. Additional information and registration can be found at SDARJ.org. I hope you will join us in the town hall as well as in the broader effort to ensure that racial injustice in Sussex County is a remnant of the past.

sdarj.org

Sincerely,

*SDARJ is a non-partisan, secular, charitable organization which educates, informs
and advocates for racial justice, equality and fair opportunity.*