



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, July 25, 2018
Location: First State Community Action Agency, 308 North Railroad Avenue
Time: 7:00 PM Regular Meeting

Page

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF JUNE 27, 2018 TOWN COUNCIL MINUTES

A.

5. PRESENTATION - HELEN KRUGER

6. REQUEST FOR USE CONSIDERATION - DECISION

The request for consideration, as per Town Code §230-124, of the use of Concrete Crushing by Clean Cut Interlocking Pavers, LLC on the property located at 345 South Railroad Avenue, Georgetown, DE identified as Sussex County Tax District 135 Map 15.00 Parcel 135.00 and zoned LI-2 (Light Industrial).

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A. Proposed Conditions and Background Information
[Clean Cut Memorandum \(2018-07-25\)](#)
[345 South Railroad Ave](#)

7. PROPOSED ADDENDUM - AGREEMENT FOR WASTEWATER SERVICES, TOWN OF GEORGETOWN & SUSSEX COUNTY

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A. Addendum
[Wastewater Agreement Addendum - Georgetown and Sussex](#)

8. EMPLOYMENT AGREEMENT AMENDMENT - CHIEF OF POLICE

A.

9. DEPARTMENTAL REPORTS

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A. Gene Dvornick – Town Manager
[Town Manager Report \(2018-07-25\)](#)

10. PUBLIC COMMENT

11. 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 Americans with Disabilities Act (ADA).

TOWN OF GEORGETOWN MEMORANDUM

TO: Mayor and Council
FROM: Gene Dvornick, Town Manager
RE: Clean Cut Pavers, 355 South Railroad Avenue (1-35 15.00 135.02)
DATE: July 24, 2018

The Town Council held a properly noticed Public Hearing on Wednesday, June 27, 2018 to address a request for allowing Concrete Crushing as a permitted use on the above referenced property.

Since the Public Hearing, no correspondence with respect to the project has been received (positive or negative).

Per Town Code, § 230-124, "The Town Council shall review the plans and statements and shall not permit such buildings, structures or uses until it has been shown that the public health, safety, morals and general welfare will be properly protected and that necessary safeguards will be provided for the protection of ... surrounding properties and persons."

Accordingly, the following conditions are proposed for this site:

1. The site shall be accessed by South Railroad Avenue and any large trucks shall access the site using Airport Road.
2. The maximum noise level for the concrete crushing shall not exceed 100 db.
3. The hours of operation for the facility shall be Monday through Friday, 7:30 AM – 5:00 PM and Saturday, 8:00 AM – 2:00 PM, with no Sunday hours.
4. Water shall be available at all times to control dust within the site.
5. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
6. Concrete crushing operations shall be limited to the northeast portion of the site.

Requested Action

1. Pleasure of the Mayor and Council to accept, reject, or modify the proposed conditions for the site.

2. Direct the Applicant to include the Approved Conditions on the Site Plan Title Sheet.
3. Applicant to provide the Town of Georgetown proof of recordation of the Site Plan, including the Approved Conditions, prior to any building permits being issued.

Morris James Wilson Halbrook & Bayard LLP

David C. Hutt
302.856.0018
dhutt@morrisjames.com

May 23, 2018

VIA: Hand Delivery

Eugene S. Dvornick, Jr., ICMA-CM
Town Manager
Town of Georgetown
39 The Circle
Georgetown, DE 19947

RE: Request for § 230-124 Consideration by Town Council
345 S. Railroad Avenue, Georgetown, DE 19947
SCTP No. 135-15.00-135.00

Dear Mr. Dvornick:

As you may recall from prior e-mail correspondence, I represent Clean Cut Interlocking Pavers, LLC which operates as Clean Cut Interlocking Pavers & Custom Inground Fiberglass Pools ("Clean Cut"). By way of background, in addition to its paver and pool installation work, Clean Cut recycles concrete by crushing it, which allows for its reuse as a base material in various projects for Clean Cut and for site work performed by other local companies. Clean Cut has been searching for a central location where it could store materials and undertake concrete crushing.

One of the ideal locations for its business is the property presently located at 345 S. Railroad Avenue ("Railroad Avenue Property") in Georgetown. Clean Cut has contracted to purchase the above-referenced property on Railroad Avenue upon conceptual approval of this use by the Town Council.

The Railroad Avenue Property is zoned LI-2 (Light Industrial District) on the Town's official zoning map. Pursuant to Section 230-124 of the Georgetown Town Code, in the LI-2 (Light Industrial) District certain uses are permitted with the approval of Town Council. As this section of the Town Code is not used frequently, I am including its entire text in this cover letter for ease of reference. Section 230-124 states as follows:

§ 230-124 Uses permitted with Council approval.

[Amended 12-16-1992 by Ord. No. 93-001]

The following uses, due to potential accompanying hazards, such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, toxic gases or other pollutants may, if not in conflict with any federal, state, county or Town of Georgetown law

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or ordinance, be located in LI2 Light Industrial District, only after the location and nature of such use have been approved by the Town Council, after public hearing thereon. The Town Council shall review the plans and statements and shall not permit such buildings, structures or uses until it has been shown that the public health, safety, morals and general welfare will be properly protected and that necessary safeguards will be provided for the protection of water areas or surrounding properties and persons. The Town Council, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety and shall pay particular attention to protection of the Town of Georgetown and its water areas from the harmful effects of air or water pollution of any type.

A. Stone crushing, asphalt and wood recycling, provided that:

(1) Any equipment used in stone crushing or asphalt and wood recycling shall be located a minimum of 500 feet from any residence and shall be set back in minimum of 200 feet from any public roadway and a minimum of 40 feet from any side property line or rear property line.

(2) That portion of the site utilized for stone crushing or asphalt and wood recycling must be fenced in.

(3) Material stock piles may not exceed 25% of lot area, and shall be set back a minimum of 40 feet from any side property line or rear property line.

(4) The minimum lot area shall be eight acres.

(5) There shall be installed berm or decorative fencing to obstruct the view of equipment and stock piles.

(6) Site plan approval must be obtained which shall include, but not be limited to, a designation of vehicular routes to be used to gain access to the site, maximum noise levels at the site and maximum hours of operation.

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Enclosed with this letter is a concept site plan (three copies) for the property showing the location of the equipment for the proposed concrete crushing operation, as well as the overall plan for the use of the property. What follows is a the list of six requirements from Section 230-124 with the response in italics.

(1) Any equipment used in stone crushing or asphalt and wood recycling shall be located a minimum of 500 feet from any residence and shall be set back in minimum of 200 feet from any public roadway and a minimum of 40 feet from any side property line or rear property line.

As shown on the enclosed concept plan, all of these setback requirements are met.

(2) That portion of the site utilized for stone crushing or asphalt and wood recycling must be fenced in.

The proposed concrete crushing area shown on the enclosed concept plan will be fenced.

(3) Material stock piles may not exceed 25% of lot area, and shall be set back a minimum of 40 feet from any side property line or rear property line.

As shown on the enclosed concept plan, material stock piles will not exceed 25% of the lot area for the Railroad Avenue Property.

(4) The minimum lot area shall be eight acres.

As shown on the enclosed concept plan, the Railroad Avenue Property is more than 11 acres (well in excess of the 8 acre minimum).

(5) There shall be installed berm or decorative fencing to obstruct the view of equipment and stock piles.

Clean Cut intends to leave the existing trees and vegetative buffer along the perimeter of the property and to use the proposed buildings and additional fencing to obstruct the view of equipment and stock piles from Railroad Avenue.

(6) Site plan approval must be obtained which shall include, but not be limited to, a designation of vehicular routes to be used to gain access to the site, maximum noise levels at the site and maximum hours of operation.

At final site plan approval, Clean Cut will submit a final site plan meeting these requirements. At this preliminary stage, the site will be accessed by Railroad Avenue (and also potentially by railcar if Clean Cut can make separate arrangements with the railroad) and any large trucks will access the site using Airport Road and Railroad Avenue making a right-hand turn into the site. The maximum noise level for the concrete crushing is approximately 95db. The proposed hours of operation for the concrete

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Morris James Wilson Halbrook & Bayard LLP

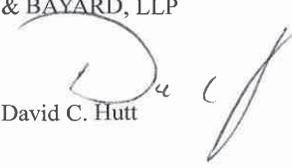
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*crushing are as follows: weekdays 7:30 a.m. through 5:00 p.m. and
Saturday's 8:00 a.m. through 2:00 p.m. (no Sunday hours).*

I am writing on behalf of Clean Cut to request that the Town Council schedule this matter for a public hearing and concept approval described in Section 230-124. This letter as well as a digital version of the concept plan are also contained on the enclosed disk. If you have any questions regarding this matter, please do not hesitate to contact me.

Very Truly Yours,

MORRIS JAMES WILSON HALBROOK
& BAYARD, LLP


David C. Hutt

Enclosures
Cc: Clean Cut Interlocking Pavers, LLC

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Mr. Robertson described how the public hearings are processed.

C/U #2083 Richard H. Bell III

An Ordinance to grant a Conditional Use of land in an AR-1 (Agricultural Residential District) for an office, storage building, storage yard and crushing of concrete for a contracting business to be located on a certain parcel of land lying and being in Georgetown Hundred, Sussex County, containing 5.97 acres, more or less. The property is located on the south side of Lewes-Georgetown Hwy. (Rt. 9), approximately 1,731 ft. west of Park Ave. 911 Address: 22592 Lewes-Georgetown Hwy., Georgetown. Tax Map I.D. 135-15.00-79.03

Ms. Cornwell advised the Commission that submitted into record as part of the application were a staff analysis, comments from Sussex County Utility Planning Division, DelDOT, and a site plan was submitted by the applicant.

The Commission found Richard H. Bell III and Jennifer Bell were present on behalf of the application; that Mr. Bell spoke that his primary business is Clean Cut Interlock Pavers; that he wants to recycle concrete to use as a base underneath new projects; that the crushing will not be daily; that the crushing has a sprinkler system for dust control and they try to crush when it is raining; that there are only a few dump trucks a day; that the material mainly comes in from a dump truck; that there was a letter of support from an adjoining neighbor; that the crusher is 275 horsepower; that they will get a water truck to hose down the road as needed; that the hours of operation for dumping are Monday – Friday 7:00 am to 5:00 pm; that the hours of operation for crushing will be Monday – Friday 9:00 am to 4:00 pm; that there is a 32 square foot sign on site; that there are no plans to grow; that there is 1 new employee hired to operate the crushing machine; that he has a total of 20 employees; that the crusher is at the back of the property and near a stormwater management pond; that there is no processing of wood; that a wood chipper makes more noise than a crusher; that they are good with all the conditions in the previous Conditional Use; that the crusher is a mobile unit and would like to take it off-site; and that they will register the unit with DNREC.

The Commission found that there were no parties in support of this application.

The Commission found that George W. Dick, lives on Route 9; that he spoke in opposition that the dust is a problem now; that there is a sign at the entrance of Park Avenue stating no trucks over 2 axels except for local deliveries; that there is a lot of concrete coming in; that where is the water going to run off; that he has concerns with traffic; and that he has concerns that this may affect Sports at the Beach with noise and dust.

At the conclusion of the public hearings, the Commission discussed this application.

Motion by Mr. Hopkins, seconded by Ms. Stevenson, and carried unanimously to defer action.
Motion carried 5-0

C/U #2084 Term 2, LLC

Motion by Ms. Stevenson, seconded by Mr. Hopkins, and carried with four (4) votes to forward this application on to the Sussex County Council with the recommendation that the application be denied for the reasons stated. Motion carried 4-0. Mr. Wheatley did not vote.

C/U #2083 Richard H. Bell III

An Ordinance to grant a Conditional Use of land in an AR-1 (Agricultural Residential District) for an office, storage building, storage yard and crushing of concrete for a contracting business to be located on a certain parcel of land lying and being in Georgetown Hundred, Sussex County, containing 5.97 acres, more or less. The property is located on the south side of Lewes-Georgetown Hwy. (Rt. 9), approximately 1,731 ft. west of Park Ave. 911 Address: 22592 Lewes-Georgetown Hwy., Georgetown. Tax Map I.D. 135-15.00-79.03

The Commission discussed this application which has been deferred since June 22, 2017.

Mr. Hopkins stated that he would move that the Commission recommend approval of Conditional Use 2083 Richard H. Bell III. for an office, storage building, storage yard and crushing of concrete for a contracting business based upon the record and the following reasons stated:

1. There are several Conditional Uses in this area and this site was previously approved for a Conditional Use for an office storage building and storage yard for the applicants contracting business. That prior Conditional Use expired.
2. The use for an office storage building and storage yard is consistent with other similar uses in this area of Route 9. These uses will not adversely impact neighboring properties, roadway or the community.
3. The use as a recycling and crushing facility for concrete will benefit the citizens and the environment of Sussex County by recycling and reusing this material. There will be a reduction of materials going to the landfills.
4. With the conditions of approval, the uses of a concrete crushing and recycling facility will not adversely affect the neighboring properties, roadway or the community.
5. This use promotes the goals of the Sussex County Comprehensive Plan by enhancing the environmental quality of Sussex County. It is also a use which has a public or semi-public character that is essential and desirable to the general convenience and welfare of Sussex County residents.
6. The recommendation is subject to the following conditions:
 - a. The recycling and crushing use shall be limited to concrete and the steel that is encased. No other wood or metal chipping or grinding shall occur and no other materials shall be accepted at the site for crushing or recycling.
 - b. Crushing operations shall only occur between the hours of 9am through 4pm Monday through Friday. In addition, the operator shall cooperate with Sports at the Beach so that crushing operations do not unreasonable interfere with events occurring there.
 - c. Materials may be accepted for the crushing and recycling operation between 7am and 5 pm Monday through Friday.
 - d. Landscaping shall be installed to screen the use from adjacent residential

- dwelling. The landscaping shall be shown on the final site plan.
- e. Any security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.
 - f. Water shall be available at all times to control dust within the site.
 - g. One lighted sign shall be permitted. It shall not be greater than 32 SF per side.
 - h. The applicant shall comply with all roadway and entrance improvements required by DeLDOT.
 - i. The applicant shall not advertise or display products within the front yard area except in the form of landscaping beds and planters.
 - j. There shall be no parking within the front yard setback.
 - k. The site plan shall be submitted to review and approval of the Planning Commission.

The final site plan shall be subject to the review and approval of the Planning and Zoning Commission.

Motion by Mr. Hopkins, seconded by Mr. Hudson, and carried with four (4) votes to forward this application on to the Sussex County Council with the recommendation that the application be approved for the reasons and with the conditions stated. Motion carried 4-1. Mr. Wheatley voted no.

C/U #2084 Term 2, LLC

An Ordinance to grant a Conditional Use of land in an AR-1 (Agricultural Residential District) for a recycle center and weight scale operation to be located on a certain parcel of land lying and being in Gumboro Hundred, Sussex County, containing 30.89 acres, more or less. The property is located on the north side of Lowes Rd., approximately 63 ft. southwest of Betts Rd. 911 Address: 20139 Lowes Rd., Millsboro. Tax Map I.D. 333-14.00-23.00

The Commission discussed this application which has been deferred since June 22, 2017.

Mr. Hudson stated that he would move that the Commission recommend approval of Conditional Use 2084 Term 2, LLC a recycling center and weight scale operation based upon the record and the following reasons stated:

1. This site has been used for similar operations in the past. It was approved in 1974 as a borrow pit under Conditional Use #187, and has been in operation under that approval ever since. Also, an updated site plan for the borrow pit was approved by the Planning and Zoning Commission last year.
2. The area around the applicant's property is primarily agricultural, with some commercial uses. This is an appropriate location for this use.
3. The use as a recycling facility for materials such as concrete, asphalt and wood will benefit the citizens and the environment of Sussex County. By recycling these materials, there will be a reduction of materials going to the landfills.
4. The use will not adversely affect the neighboring properties, roadways, or the community.

**ADDENDUM TO THE
AGREEMENT FOR WASTEWATER SERVICES**

Between
TOWN OF GEOERGETOWN
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% ~~below~~ **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 ~~and flow reversal is applicable~~ as set forth in the Town of Georgetown Code at the time of the Notice to ~~the actual~~ Surrender. Associated reimbursement payments shall be

made semi-annually on November 15 and May 15, based on ~~within thirty (30) days of~~ 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. **The impact fee credit payment shall commence on May 1, 2023.**

[Signature Page Follows]

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.

TOWN MANAGER REPORT
July 25, 2018

Verizon Wireless Cell Tower

The Town has been in contact with Wireless Access Technologies, Inc. regarding a cellular tower on Town property. At their request, there is a site visit scheduled for Wednesday, August 1 at 9:30 AM. A sample lease was provided to Town Solicitor. Contact has also been made with other municipalities with similar arrangements. I did share with them the proposal of having a public information session to reach out to neighbors and local residents and they are in agreement with this.

WWTF Outfall Repair

The Town has received a quote for repair and stabilization of the outfall pipe at the wastewater treatment plant. The current outfall is eroding the area behind the lagoon liner and needs to be addressed. After discussion with the Wastewater Superintendent, we have determined it best to repair the outfall and extend the discharge pipe. The estimate from International Cover Systems is \$14,725.00.

Request authorization to have International Cover Systems repair the outfall and extend the discharge pipe at an amount not to exceed \$14,800

FY 2019 Municipal Street Aid

The Town received \$170,024.32 for Municipal Street Aid for FY 2019. This is \$30,024 more than what we budgeted (\$140,000) and \$25,603.49 more than received in FY 2018 (\$144,420.83).

Project Updates

- 39 The Circle – interior demolition is almost complete. Currently working on rough carpentry and structural repairs. Sidewalk repair is supposed to be this week or next.
- Electronic Message Board – The sign has been built and ready to be installed. Waiting on masonry work to begin. Phillips Sign is working with John Davidson to finalize a date.
- Planting Islands – Concrete work anticipated to begin the end of next week or the following week.
- South Race Street Rehabilitation – We have received three proposals for paving and waiting on one additional sidewalk and ADA cut proposal.

Miscellaneous

- Upcoming Events:
 - **No Sussex County Association of Towns or Delaware League of Local Governments until September**

Reviewed by Town Solicitor