

**TOWN OF GREENWOOD  
TOWN COUNCIL MEETING  
100 W. Market Street  
Thursday, June 17, 2021 @ 6:30 P.M.  
Meeting is via zoom only: ID: 9170860517 Passcode: 9Ww9FF**

**AGENDA**

**APPROVE AGENDA:**

**APPROVAL OF MINUTES**

1. Special Meeting Minutes of May 10, 2021
2. Regular Council Meeting Minutes of May 12, 2021

**POLICE**

1. Verbal Report – Chief Raughley

**OLD BUSINESS**

1. Second Reading of Ordinance A-23 – An Ordinance Requiring Permits and Establishing Regulations for the Operation of Food Trucks Within the Town of Greenwood
2. Discuss Income Deficient and Potential Remedies
3. Introduction and First Reading of Ordinance A-5-A – An Ordinance to Prohibit the Burning of Brush or Other Combustible Matter within the Corporate Limits of the Town of Greenwood Providing Penalties for Violations Thereof and Creating Exceptions Therefrom by deleting the reference to burning leaves.

**NEW BUSINESS**

1. Transition Agreement to Sussex County

**EXECUTIVE SESSION**

**ADJOURNMENT**

**NOTE: AGENDA SHALL BE SUBJECT TO CHANGE TO INCLUDE ADDITIONAL ITEMS (INCLUDING EXECUTIVE SESSIONS) OR THE DELETION OF ITEMS (INCLUDING EXECUTIVE SESSIONS), WHICH ARISE AT THE TIME OF THE MEETING. [29 Del. C. Sec.10004 (e)(3)]**

**Town of Greenwood**  
**Special Meeting**  
**Public Attendance by Virtual Zoom Meeting Only**  
**Personal Meeting ID #: 917 086 0517**  
**Passcode: 9Ww9FF**  
**Minutes from May 10, 2021 @ 6:30 pm**

**Call to order**

Mayor Donovan called the meeting to order at 6:39 pm.

**Councilman Present**

Donald Donovan, Willard Russell, Donald Torbert and Norman Reed

**Officials Present**

Janet Todd, Town Manager; Shelley Lambden, Accreditation Manager  
Greenwood Police Dept. and Lisa Calvert, Town Clerk

**Purpose**

The Town Manager advised that the purpose of this meeting was to discuss the revocation of the Town of Greenwood business license of Pit Stop located at 11 W. Market Street, Greenwood, DE. This meeting will allow the owner of Pit Stop, Greenwood town residents and business owners only, to make a statement before this matter goes before the Town Council. There will be an opportunity for each speaker to have two (2) minutes to make their statement. The Town Council is sincerely interested in hearing from the public, however, please understand that the Town Council is not legally required to provide responses to or take action on any matters addressed in this meeting.

Numerous members of the public made statements regarding the purpose of this meeting and the Town Manager thanked each person for their comments.

**Adjournment**

Moved by Councilman Reed, Seconded by Vice Mayor Russell to adjourn at 7:20pm. CARRIED by Unanimous Vote: Vice Mayor Russell – Yes; Councilman Reed – Yes and Councilman Torbert – Yes.

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Town Manager

**Town of Greenwood**  
**Town Council Meeting Minutes**  
**Attendance by Virtual Zoom Meeting Only**  
**Personal Meeting ID #: 917 086 0517**  
**Passcode: 9Ww9FF**  
**Wednesday, May 12, 2021**

**Call to Order**

Mayor Donovan called the meeting to order at 6:30 pm.

**Councilmen Present**

Donald Donovan, Willard Russell, Mike Moran and Norman Reed

**Officials Present**

Police Chief, Brent Raughley; Town Manager, Janet Todd and Town Clerk, Lisa Calvert

**Approval of Minutes**

Motion by Vice Mayor Russell, Seconded by Councilman Reed to approve the Minutes of the April 14, 2021 Town Council Meeting. CARRIED by Unanimous Vote: Vice-Mayor Russell – Yes; Councilman Reed – Yes and Councilman Moran – Yes.

**Town Managers Update**

The Town Managers updates were previously submitted and there were no questions or concerns by the Council.

**Financial Statement Review**

No questions or concerns by the Council.

**Police**

Chief Raughley had provided each Council member with the monthly packet. There were no questions or concerns by Council. In addition, the Chief advised that the department was to receive their State Accreditation at the committee's May 18<sup>th</sup> meeting.

**Old Business**

1. The Introduction and First Reading of the proposed Ordinance A-23, an ordinance requiring permits and establishing regulations for the operation of food trucks within the Town of Greenwood was sponsored by Councilman Reed. Motion to accept this

as the First Reading of the ordinance was made by Vice Mayor Russell and Seconded by Councilman Reed. CARRIED by Unanimous Vote: Vice Mayor Russell – Yes; Councilman Reed – Yes and Councilman Moran – Yes.

2. The Town's Fee Schedule was tabled until the next meeting.

**New Business**

1. Motion by Councilman Reed, Seconded by Vice Mayor Russell to relegate the Pit Stop license issue to the Town Manager in accordance with the Town Charter. CARRIED by Unanimous Vote: Vice Mayor Russell – Yes; Councilman Reed – Yes and Councilman Moran – Yes.
2. The Mayor discussed that our current Ordinance A-5 allows for burning of leaves, as well as, a \$5.00 permit fee (which we have not been charging). There is a need to update this ordinance at next month's meeting to remove both items.
3. The Mayor advised the Council of the opening on the Town's Planning Commission and asked for an appointment of Durene Jones to fill the opening. Motion by Councilman Moran and Seconded by Councilman Reed to appoint Ms. Jones to the Planning Commission. CARRIED by Unanimous Vote: Vice Mayor Russell – Yes; Councilman Reed – Yes and Councilman Moran – Yes.

**Citizen's Privilege**

Numerous members of the public made statements and the Town Manager thanked each person for their comments.

**Adjournment to Executive Session**

N/A

**Adjournment**

Moved by Councilman Reed and Seconded by Vice Mayor Russell to adjourn the meeting at 6:58 p.m. CARRIED by Unanimous Vote: Vice Mayor Russell – Yes; Councilman Reed – Yes and Councilman Moran – Yes.

Attested \_\_\_\_\_, Town Manager

Sponsor: Norman Reed  
First Reading: 5/12/21  
Second Reading: \_\_\_\_\_

**ORDINANCE NO. A-23**

**AN ORDINANCE REQUIRING PERMITS AND ESTABLISHING REGULATIONS FOR THE OPERATION OF FOOD TRUCKS WITHIN THE TOWN OF GREENWOOD**

WHEREAS, Section 29(a)(2) of the Greenwood Town Charter authorizes the Town to “provide for and preserve the health, peace, safety, cleanliness, ornament, good order and public welfare of the Town and its inhabitants”;

WHEREAS, food trucks create business opportunities for entrepreneurs that the Town of Greenwood seeks to encourage;

WHEREAS, food trucks provide a valuable service to residents and visitors of the Town of Greenwood by offering a unique selection of cuisine options that would otherwise not be available without accessibility to food trucks; and

WHEREAS, in the opinion of the Town Council of the Town of Greenwood, it is in the best interest of the public health, safety, and welfare to establish reasonable restrictions allowing food trucks to operate in Greenwood, while minimizing any negative impacts to the health, safety, and welfare of the residents and visitors of the Town.

NOW THEREFORE, BE IT HEREBY ENACTED by the Town Council of the Town of Greenwood, a majority thereof concurring in Council duly met, that Ordinance A-23 is hereby enacted as follows:

**AN ORDINANCE REQUIRING PERMITS AND ESTABLISHING REGULATIONS FOR THE OPERATION OF FOOD TRUCKS WITHIN THE TOWN OF GREENWOOD**

**Section 1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Food truck* means a food establishment operated within a self-propelled vehicle or within a trailer, kiosk or cart (or something similar) that is pulled by a vehicle and parked according to Section 3 herein for sales where food or beverage is cooked, prepared and/or served in a ready-to-consume condition in individual portion sizes. Ice cream trucks are specifically exempt from this definition so long as they drive through town, street by street, only stopping for immediate sales.

*Food truck vendor* means the individual, person, company, corporation or other entity that owns or operates a food truck.

*Public property* means any park, parking lot, or other land owned or controlled by the Town of Greenwood or another government body that is not otherwise defined as a public street.

*Public street* means any street, sidewalk, alley, or right-of-way within the Town of Greenwood.

## **Section 2. Permits.**

- (1) Prior to operating a food truck within the Town of Greenwood, each food truck vendor shall secure a town permit authorizing the operation of the food truck at a certain location within the town. The permit shall be valid for the authorized location during those dates identified on the permit, not to exceed three consecutive calendar days, after which it shall expire. A food truck vendor may obtain no more than one permit for any calendar month. Permits shall not be transferable. Each permit shall be signed by a representative of the town and an authorized representative of the food truck vendor and shall contain the following information: name of the food truck vendor, the permit number, the authorized location, the issue date, the expiration date, and the name of each individual who will be operating the food truck. The fee for each food truck permit shall be \$25.00.
- (2) Prior to being issued a permit, the food truck vendor shall obtain a town business license and shall provide the town with proof of insurance and such licenses, certificates, or other documentation evidencing that the food truck vendor has obtained all necessary approvals and inspections from the State of Delaware. Such evidence, along with the license issued by the town, shall at all times be prominently displayed in an easily visible location on the food truck.

## **Section 3. Restrictions.**

- (1) *Location restrictions.* Operation of food trucks shall be subject to the following restrictions:
  - a. No food truck shall be located within 50 feet of the primary entrance (e.g. front doors) of a restaurant, measured in a straight line from the food truck to the primary entrance of the restaurant, without the express written consent of the owner of the restaurant.
  - b. No food truck shall violate any building setback line or be located beneath any overhead utilities.
  - c. A food truck may only be parked on public property in conjunction with a public event sponsored by the Town, which shall require express authorization of the Town of Greenwood pursuant to the public event procedures outlined herein.
  - d. A food truck may be parked or otherwise situated on a public street as long as the food truck (including any associated vehicle) complies with all parking restrictions and motor vehicle laws. A food truck shall not be situated on a public street in such a way that it

Sponsor: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**GREENWOOD ORDINANCE NO. A-5-A**

**AN ORDINANCE REPEALING IN ITS ENTIRETY ORDINANCE A-5 PERTAINING TO BURNING OF COMBUSTIBLE MATTER WITHIN THE TOWN LIMITS**

WHEREAS, Section 29(a)(2) of the Greenwood Town Charter authorizes the Town to “provide for and preserve the health, peace, safety, cleanliness, ornament, good order and public welfare of the Town and its inhabitants”;

WHEREAS, in the opinion of the Town Council, it is in the best interest of the public health, safety, and welfare to repeal in its entirety said Ordinance A-5.

NOW THEREFORE, be it hereby enacted by the Town Council of the Town of Greenwood, a majority thereof concurring in Council duly met, that Ordinance A-5 “An Ordinance to Prohibit the Burning of Leaves, Brush or Other Combustible Matter Within the Corporate Limits of the Town of Greenwood Providing Penalties for Violations Thereof and Creating Exceptions Therefrom” is hereby repealed in its entirety and replaced thereof with the following, to wit:

**ORDINANCE A-5-A: AN ORDINANCE TO PROHIBIT THE BURNING OF BRUSH OR OTHER COMBUSTIBLE MATTER WITHIN THE CORPORATE LIMITS OF THE TOWN OF GREENWOOD PROVIDING PENALTIES FOR VIOLATIONS THEREOF AND CREATING EXCEPTIONS THEREFROM**

**Section 1.** For the purposes of this Ordinance, the following definitions shall be applicable unless the context clearly indicates to the contrary:

The word **Person** shall mean and include any natural person, an individual, partnership, voluntary association, society, club, firm, corporation, business trust, or any other group acting as a unit or the lessee, agent, servant, partner, member, director, officer, or employee, or any of them.

**Section 2.** It shall be unlawful for any person to burn or cause to have burned or permit to have burned brush, limbs or any other combustible matter within the corporate limits of the Town of Greenwood without first obtaining a special permit for such burning from the Town Council or its designated representative; provided however, that nothing contained herein shall prohibit the use of outdoor fireplaces, grills or other devices for the preparation of food.

**Section 3.** Any person violating any of the provisions of this Ordinance shall be fined not less than Twenty-Five Dollars (\$25.00) nor more than Fifty Dollars (\$50.00) for the first offense and for a second and all subsequent offenses shall be fined not less than Fifty Dollars (\$50.00) nor more than One Hundred Dollars (\$100.00).

**Section 4.** For the purposes of this Ordinance, each day that a violation occurs shall be deemed to be a separate offense.

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This shall certify that this is a true and correct copy of Ordinance A-5-A duly adopted by the Town Council of the Town of Greenwood at a duly-noticed and convened meeting at which a quorum was present on \_\_\_\_\_, 2021.

So certifies:

Attest:

\_\_\_\_\_  
Council Secretary

\_\_\_\_\_  
Mayor

DRAFT



## SEWER OPERATIONS & TRANSITION AGREEMENT

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Town of Greenwood, a municipal corporation of the State of Delaware, (the "TOWN") and Sussex County, a political subdivision of the State of Delaware (the "COUNTY").

WITNESSETH:

WHEREAS, the TOWN and COUNTY desire to enter into this sewer operation and transition agreement pursuant to Title 9 Del. Code 6702 (the "Agreement").

WHEREAS, the Town Council has requested formation of a County sewer district pursuant to Title 9 Del. Code 6501 and on August 22, 2017 the County Council adopted Resolution 022-17 creating the Western Sussex Sewer Area of the Unified Sussex County Sanitary Sewer District.

WHEREAS, the TOWN and COUNTY agree that it would be the most cost-effective alternative for the COUNTY to assume all responsibility for the operation and maintenance of the TOWN's municipal wastewater system ("SYSTEM") on the terms and conditions set forth in this agreement.

NOW, THEREFORE the parties hereto agree that the COUNTY will provide a full-time staff of appropriately licensed operators for the SYSTEM with 24-hour on call service. The COUNTY will assume all costs associated with the operations and maintenance of the SYSTEM and the TOWN will not be responsible for any costs or repairs relating to the SYSTEM incurred after July 1, 2021. The TOWN will also not be responsible for providing any licensed operators or other employees for the SYSTEM.

BE IT FURTHER AGREED that the TOWN will reasonably cooperate with the COUNTY on the transition of the billing system and at no expense to the COUNTY in the following manner:

1. Provide reasonable access for COUNTY staff to the customer data base in the TOWN'S municipal billing system.
2. Allow COUNTY employees to conduct site visits of all commercial accounts to establish EDU assessments.

BE IT FURTHER AGREED that the TOWN hereby transfers all responsibility for the operation and maintenance of the SYSTEM to the COUNTY and the COUNTY hereby accepts all responsibility for the operation and maintenance of the System as of July 1, 2021 on the following terms and conditions:

1. The TOWN will continue to maintain an office at the wastewater station until such time as the COUNTY and TOWN mutually agree that the TOWN should vacate the office. This will be at no cost to the TOWN and complete access will be granted to the COUNTY.
2. The COUNTY will transfer all utilities for the wastewater station including electricity, telephone etc. to the COUNTY effective July 1, 2021.
3. If there are any drawings/plans or documents that the COUNTY needs to obtain from any previous engineer, or otherwise, the COUNTY will bear all costs and responsibility for obtaining such drawings/permits and it will be at no cost to the TOWN.
4. The COUNTY shall have access rights to the wastewater pump station.

5. The COUNTY assumes responsibility for the SYSTEM and all equipment related thereto in its current condition as-is where-is at the time of transfer at no cost to the TOWN.
6. COUNTY shall assume the outstanding pre-paid sewer capacity commitments for impact fees pre-paid prior to July 1, 2021 by with the following entities:
  - a. Bay to Beach Builders 38 lots in the Cove Project
  - b. Milford Housing Corporation for 17 lots on the Greenwood Acres Drive Project
  - c. M&M Properties for 3 North St, 6 North St and 8 North St.

BE IT FURTHER AGREED that except as expressly set forth herein, the TOWN is not assigning transferring or granting any rights to the COUNTY and the COUNTY shall not have any rights with respect to, any TOWN assets, including without limitation, any TOWN wastewater funds or any TOWN wastewater funds or any TOWN mobile assets.

BE IT FURTHER AGREED that the COUNTY hereby agrees to indemnify, defend and hold the TOWN harmless for any and all costs expenses, claims and damages incurred by the TOWN after July 1, 2021 in connection with the SYSTEM.

BE IT FURTHER AGREED that this AGREEMENT represents the final and entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, commitments, understandings, representations and proposals, written or oral, relating to such subject matter. This Agreement can be modified only by a written Amendment specifically referencing this Agreement and signed by each of the parties hereto.

BE IT FURTHER AGREED that any extensions of the COUNTY's Western Sussex Sewer district area located within the TOWN's annexation area as outlined in the COUNTY's Comprehensive Plan shall be contingent upon the following wording:

*"If the property seeking inclusion in the Western Sussex Area of the Unified Sussex County Sewer District becomes contiguous to and eligible for annexation into the Town of Greenwood, said property shall annex."*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper corporate officers and their respective corporate seals to be hereto affixed, the day and year first written above.

By Town Council of Greenwood \_\_\_\_\_ Mayor Donald Donovan

Attest: \_\_\_\_\_ Town Manager

Sussex County Council President \_\_\_\_\_ Michael H. Vincent

Attest: \_\_\_\_\_ Clerk, Sussex County Council