

**TOWN OF GEORGETOWN
TOWN COUNCIL MEETING AGENDA**

Meeting Date: Wednesday, October 12th, 2016
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 7:00 P.M. Regular Meeting

7:00 P.M. Regular Meeting

1. Pledge of Allegiance
2. Invocation
3. Adoption of Agenda
4. Approval of September 14th, 2016 Town Council Minutes
5. Proclamations
 - A. Fire Prevention Week
 - B. APA Community Planning Month
 - C. Breast Cancer Awareness Month
6. GREAT Fund Request – World War I Memorial
7. Addendum to the Employment Agreement for Police Chief
8. Stevenson Lane Environmental Covenant
9. Departmental Reports
 - A. Town Manager – Gene Dvornick
 - B. Waste Water Superintendent – Eric Rust
10. Public Comment
11. Adjournment

The agenda items as listed may not be considered in sequence. This agenda is 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. Persons with disabilities 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).



PROCLAMATION
For
Fire Prevention Week

WHEREAS, the Town of Georgetown is committed to ensuring the safety and security of all those living in and visiting our town; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,500 people in the United States in 2011, according to the National Fire Protection Association, and fire departments in the United States responded to 370,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 156,000 annually between 2007 and 2011; and

WHEREAS, two of every five home fires start in the kitchen and unattended equipment was a factor in one-third of the reported cooking fires; and

WHEREAS, 57% of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves and children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Georgetown residents should stay in the kitchen when frying food on the stovetop, keep a 3-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

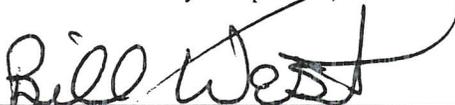
WHEREAS, Georgetown's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Georgetown's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

THEREFORE, I Bill West, Mayor of the Town of Georgetown do hereby proclaim October 4th - 10th, 2016, as Fire Prevention Week throughout the Town, and I urge all the people of Georgetown by checking their kitchens for fire hazards and using safe cooking practices during Fire Prevention Week 2016, and to support the many public safety activities and efforts of Georgetown's fire and emergency services.

In Witness Whereof, I have hereunto set my hand and caused the Seal of this town to be affixed this 28th day of September, 2016.




Bill West, Mayor



Community Planning Month

Proclamation

Whereas, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

Whereas, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

Whereas, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

Whereas, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

Whereas, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

Whereas, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

Whereas, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Georgetown, Delaware; and

Whereas, we recognize the many valuable contributions made by professional community and regional planners of the Town of Georgetown and extend our heartfelt thanks for the continued commitment to public service by these professionals; and

Now, Therefore, Be it resolved that, the month of October 2016 is hereby designated as Community Planning Month in the Town of Georgetown in conjunction with the celebration of National Community Planning Month.



In Witness Whereof, I have hereunto set my Hand and caused the seal of this Town to be affixed this 12th day of October, 2016.

William E West, Mayor



PROCLAMATION
For
BREAST CANCER AWARENESS MONTH

Whereas, a woman receives a diagnosis of breast cancer every two minutes, making this disease the most frequently diagnosed cancer among woman in the U.S., other than skin cancers; and

Whereas, through research significant advances have been made in the fight against breast cancer, including an increase in five-year relative survival rates for localized breast cancer from 74% to 98%; and

Whereas, the 2.5 million breast cancer survivors living in the U.S. today are a testament to courage, as well as to the importance of promoting awareness about breast cancer, providing information, funding research, following recommended screening guidelines, and offering treatment to those who are affected; and

Whereas, various organizations are spreading breast cancer awareness to both woman and men through outreach, education and screening programs, and have empowered women with the life-saving message of early detection and the importance of having annual mammograms; and the Town of Georgetown would like to support and encourage these ongoing efforts on behalf of our citizens; and

Whereas, throughout the month of October, women are encouraged to make a renewed commitment to following recommended screening guidelines and to make a mammogram appointment; and

Whereas, throughout the month of October, organizations and health practitioners in this Town are encouraged to use this opportunity to promote awareness about breast cancer and proper breast health, and to encourage annual mammograms; and

Whereas, the Town of Georgetown recognizes the importance of working together and supporting events such as Breast Cancer Awareness Month; and

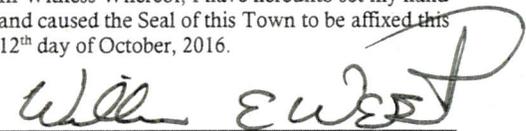
Therefore, Be it Resolved, that the Town of Georgetown, on behalf of all the residents of Georgetown, does hereby proclaim the month of October as:

Breast Cancer Awareness Month

and urges all residents to take steps to get life-saving mammograms and educate themselves, their families, and the community about breast cancer.



In Witness Whereof, I have hereunto set my hand
and caused the Seal of this Town to be affixed this
12th day of October, 2016.



William E West, Mayor



*World War I Monument Fund
% 305 N Front Street
Georgetown DE 19947*

MEMO

Date: August 22, 2016
Re: World War I Monument

Greetings! Our Post has taken on the task of sponsoring a World War I Monument to be placed on The Circle in Georgetown. The Monument will be placed where it will be seen when you approach The Circle from East Market Street (it will be directly ahead of you when you are next to the Town Hall, heading west).

We have established a committee of Post 8 and Sussex Auxiliary Unit 8 members and a local business owner. Our goal is \$20,000.00 for purchase and maintenance of a granite monument, 5'2" x 3'8" x 2".

On the Monument at the top would be an Eagle with the following inscription below:

"DEDICATED TO THE MEMORY OF THOSE SUSSEX COUNTIANS
WHO GAVE THEIR LIVES IN WORLD WAR I".

Below would be the list of the seventeen (17) veterans who made the ultimate sacrifice for our County and the dedication date.

Our goal is to have the Monument dedicated on November 11, 2016 at 11:00 a. m. This is an ambitious goal, we realize, with just over two months. We are asking all Veterans in the County to help us achieve this goal, as well as local businesses. Please send your contribution to the above address and make a note that is for the World War I Monument.

We hope to have a sign placed where the Monument will be as soon as possible. This sign will keep the community aware of our project and show our progress.

Thank you for any donation to make this World War I Monument as prominent as our other Memorials.

WORLD WAR I MONUMENT FUND



American Legion Sussex Post 8

EI # 51-6018018

Donation Request

- American Legion Sussex Post 8 of Georgetown is sponsoring the establishment of a World War I Monument to be placed on The Circle in Georgetown;
- This is a county-wide veterans' project and we are asking for your financial support;
- A committee of Post and Auxiliary members as well as a local business owner have set a goal of \$20,000.00 to secure and maintain this monument;
- We are also seeking donations from private and business sectors as well.

Please fill out this form and send it along with a donation to:
WWI Monument, % 305 N Front Street, Georgetown DE 19947
(we have provided a pre-addressed envelope for your convenience).

Please take the time to get your check in the mail today.

NAME: _____

PHONE: _____

BUSINESS: _____

EMAIL: _____

ADDRESS: _____

For more information contact Rowland Scott (302)542-8399.



DEDICATED TO THE MEMORY OF THOSE
SUSSEX COUNTIANS WHO GAVE THEIR
LIVES IN WORLD WAR I

JAMES W. BROWN
PARIS T. CARLISLE
JACOB H. CRANFIELD
ROGER W. GUNBY
ULYSSES S. ISAACS
HARRY MILLER
LEVIN D. MORRIS
FRANK C. QUALLS

RAYMOND REYNOLDS
ERNEST RUSSELL
WALTER SMITH
ALEXANDER TAYLOR
ROLAND CHARLES TEAGUE
ALBERT R. THOMPSON
ELWOOD E. WALTERS
WALTER J. WEST

DEDICATED NOVEMBER 11, 2016

Add: Laurence Layton

**ADDENDUM TO THE
EMPLOYMENT AGREEMENT
FOR
POLICE CHIEF**

This Employment Agreement Addendum is made and entered into this 12th day of October, 2016, (“Effective Date”) by and between the Town of Georgetown, a municipal corporation of the State of Delaware (hereinafter referred to as “EMPLOYER”) and Randall L. Hughes of Millsboro, Delaware (hereinafter referred to as “EMPLOYEE”).

RECITALS

Whereas, EMPLOYER is a municipal corporation of the State of Delaware; and
Whereas, EMPLOYEE is willing to be employed by EMPLOYER, and EMPLOYER is willing to employ EMPLOYEE, subject to the terms, covenants, and conditions set forth in this Agreement, EMPLOYER and EMPLOYEE hereby agree to the following modifications:

SECTION THREE

Term of Employment

The Parties agree to a two (2) year renewal covering the period June 1, 2016 through and including May 31, 2018.

SECTION FOUR

Compensation of Employee

The EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant hereto, on an annual base salary of \$112,097.00 covering the period June 1, 2016 to May 31, 2017. Compensation for the period June 1, 2017 to May 31, 2018 shall be calculated after March 1, 2017, with a second addendum to the Employment Agreement.

Except as set forth in this Addendum, all other terms, covenants, and conditions of the May 27, 2015 Employment Agreement shall remain the same.

ADOPTED by the majority vote of the Town Council of the Town of Georgetown, Delaware on the 12th day of October, 2016.

[Signature Page Follows]

EMPLOYEE:

Attest:

Randall L. Hughes

EMPLOYER:

TOWN OF GEORGETOWN, DE

Attest:

William E. West
Mayor

Eugene S. Dvornick, Jr.
Town Manager

Tax Parcel No.: 135-20.00-68.00
Prepared By: Department of Natural Resources
and Environmental Control
391 Lukens Drive
New Castle, DE 19720
Return To: Timothy T. Ratsep
Environmental Program
Administrator
DNREC-SIRS
391 Lukens Drive
New Castle, DE 19720

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by the Town of Georgetown and the Delaware Department of Natural Resources and Environmental Control (“DNREC”) pursuant to 7 Del. C. Chapter 79, Subchapter II, Uniform Environmental Covenants Act, for the purpose of subjecting the property identified below to the activity and use limitations and requirements as set forth herein.

WITNESSETH

WHEREAS, the Town of Georgetown is the owner of certain real estate located at [100 Stevenson Lane in Sussex County, Delaware, as further described hereinafter (“Property”); and

WHEREAS, DNREC has investigated a release of hazardous substances on the Property pursuant to the Hazardous Substance Cleanup Act, 7 Del. C. Chapter 91 (“HSCA”); and

WHEREAS, pursuant to HSCA, on April 14, 2016, DNREC issued a Final Plan of Remedial Action (“Final Plan”) for the Stevenson Lane Site (DE#0224) (“Site”), pursuant to HSCA, which includes a portion of the the Property; and

WHEREAS, the Final Plan for the Site requires that certain activity and use limitations and requirements be placed on the Property; and

WHEREAS, Town of Georgetown is willing to establish this Environmental Covenant on the Property as required by the Final Plan.

NOW THEREFORE, the Town of Georgetown and DNREC agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to 7 Del. C. Chapter 79, Subchapter II, Uniform Environmental Covenants Act.

2. Property. This Environmental Covenant concerns the Property located at 100 Stevenson Lane in Georgetown, Delaware. The Property is approximately 2.02 acres in size and is further described on the tax maps of Sussex County as tax parcel 135-20.00-68.00. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by reference (“Property”).

3. Owner. Town of Georgetown which is located at 39 The Circle_, Georgetown DE_, is the owner of the Property (“Owner”).

4. Holder. DNREC is the Holder of this Environmental Covenant.

5. Activity and Use Limitations. As required by the remedial action described in the “Final Plan”, issued April 14, 2016, Owner hereby agrees to comply with the following activity and use limitations and requirements:

[a.] Use of Property. Use of the Property shall be restricted solely to those non-residential type uses permitted within commercial, manufacturing, or industrial districts, respectively, as such district types and uses are described and permitted pursuant to the Town of Georgetown Zoning Code, as the same may be amended from time to time;

[b.] Interference with Remedy. There shall be no digging, drilling, excavating, grading, constructing, earth moving, or any other land disturbing activities on the Property including demolition of the existing structures on the on the Property without the prior written approval of DNREC;

[c.] Limitation of Groundwater Withdrawal. No groundwater wells shall be installed and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC-SIRS and DNREC’s Division of Water;

[d.] Compliance with the Contaminated Materials Management Plan. All work required by the Contaminated Materials Management Plan must be performed to the satisfaction of DNREC in accordance with the Plan.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to 7 Del. C. Section 7910(a), subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to 7 Del. C. Section 7916. Failure to timely enforce compliance with any of the terms of this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Secretary of DNREC from exercising any authority provided under applicable law.

8. Rights of Access. Owner hereby grants to DNREC, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Remedial Decision Record. The Remedial Decision Record containing all documents that support the issuance of the Final Plan can be found at the DNREC's office located at 391 Lukens Drive, New Castle, Delaware 19720.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE ENVIRONMENTAL COVENANT, DATED AND RECORDED IN THE OFFICIAL RECORDS OF THE [NC/K/S] COUNTY RECORDER OF DEEDS ON THE DATE OF THIS DOCUMENT AND IDENTIFIED AS THE INSTRUMENT NUMBER AT THE TOP LEFT CORNER OF THE FIRST PAGE OF THIS ENVIRONMENTAL COVENANT. NOTICE IS HEREBY GIVEN THAT THIS ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING SPECIFIC ACTIVITY AND USE LIMITATIONS AND REQUIREMENTS:

[a.] Use of Property. Use of the Property shall be restricted solely to those non-residential type uses permitted within commercial, manufacturing, or industrial districts, respectively, as such district types and uses are described and permitted pursuant to the Sussex County and, if applicable, the City of Georgetown Codes, as the same may be amended from time to time;

[b.] Interference with Remedy. There shall be no digging, drilling, excavating, grading, constructing, earth moving, or any other land disturbing activities on the Property including demolition of the existing structures on the on the Property without the prior written approval of DNREC;

[c.] Limitation of Groundwater Withdrawal. No groundwater wells shall be installed and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC-SIRS and DNREC's Division of Water;

[d.] Compliance with the Contaminated Materials Management Plan. All work required by the Contaminated Materials Management Plan must be performed to the satisfaction of DNREC in accordance with the Plan.

Owner shall notify DNREC within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, *and telephone numbers* of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to DNREC:

- a. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all of the obligations hereunder; and
- b. that the Owner is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered.

12. Amendment or Termination.

a. This Environmental Covenant is subject to amendment or termination by the mutual consent of the Owner (or Transferee) and DNREC, pursuant to 7 Del. C. Section 7915 and other applicable law. The term "Amendment", as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. An Amendment shall also include an assignment of the Environmental Covenant as specified in 7 Del. C. Section 7915. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations provided for by this Environmental Covenant.

b. This Environmental Covenant may be amended or terminated only by a written instrument duly executed by DNREC and the Owner (or Transferee) of the Property, or portion thereof, as applicable. Within thirty (30) days of signature by all of the requisite parties on any Amendment or Termination of this Environmental Covenant, the Owner (or Transferee) shall file such instrument for recording with the [New Castle/Kent/Sussex] County Recorder of Deeds Office, and shall provide a file-and date-stamped copy of the recorded instrument to DNREC.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Delaware.
15. Recordation. Within thirty (30) days following the date that this Environmental Covenant is fully executed by all parties, it shall be filed by Owner in the Office of the Sussex County Recorder of Deeds, in the same manner as a deed to the Property. This Environmental Covenant must be indexed in the grantor's index in the name of the Owner, and in the grantee's index in the name of DNREC, the Holder.
16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property in the Office of the Sussex County Recorder of Deeds.
17. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to DNREC and to the City of Georgetown, Delaware.
18. Notice. Any document or communication that is required to be provided to the parties by this Environmental Covenant shall be submitted to:

Environmental Program Administrator
DNREC-SIRS
391 Lukens Drive
New Castle, DE 19720

Mr. Eugene S. Dvornick, Jr.
Town Manager
Town of Georgetown
39 The Circle
Georgetown, DE 19947

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

TOWN OF GEORGETOWN

Signature of Owner

Printed Name and Title

Date

State of Delaware)
) ss:
County of Sussex)

Before me, a notary public, in and for said county and state, personally appeared Eugene S. Dvornick, Jr., a duly authorized representative of the Town of Georgetown, who acknowledged to me that he did execute the foregoing instrument on behalf of the Town of Georgetown.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____, 201_.

Notary Public

Exhibit "A"



Karins and Associates

Engineers • Planners • Surveyors
Newark, DE and Georgetown, DE

121 West Market Street, Georgetown, Delaware 19947
Phone: (302) 858-2331 Fax (302) 629-2175

December 29, 2015

LEGAL DESCRIPTION OF
REMEDIAL INVESTIGATION SAMPLE BOUNDARY
STEVENSON LANE VCP PROPERTY
TOWN OF GEORGETOWN
TAX MAP #1-35-20.00-68.00

All that certain piece, parcel and tract of land being situate in the Town of Georgetown, Sussex County and State of Delaware described more particularly in accordance with a survey plan by Karins and Associates dated December 29, 2015 as follows to wit:

COMMENCING at the intersection of the centerline of paving of Stevenson lane and the centerline of paving of South Railroad Avenue; thence with said centerline of paving Stevenson Lane South $00^{\circ}-25'-07''$ West a distance of 813.44 feet; thence turning and leaving said centerline of paving South $89^{\circ}-34'-53''$ East a distance of 33.27" feet to a capped rebar set said **POINT OF BEGINNING**; thence with the following four (4) courses and distances through said parcel (1) South $87^{\circ}-51'-36''$ East a distance of 283.57 feet to a point (2) South $02^{\circ}-08'-24''$ West a distance of 310.53 feet to a point (3) North $87^{\circ}-51'-36''$ West a distance of 283.57 feet to a capped rebar set (4) North $02^{\circ}-08'-24''$ East a distance of 310.53 feet home to the point and place of beginning said to contain 88,056 square feet and or 2.0215 acres of land more or less.



"Better Communities through Better Engineering"
Serving Delaware, Maryland and Pennsylvania Since 1973
www.karinsengineering.com

