

**TOWN OF GEORGETOWN
TOWN COUNCIL MEETING AGENDA**

Meeting Date: Wednesday, June 8th, 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 May 11, 2016 Town Council Minutes
5. Annual Presentation of Funding
 - A. Georgetown Ambulance Service – Station 93
 - B. Georgetown Volunteer Fire Department – Station 77
6. Downtown Incentive Grant – Collector’s Corner
 - A. Awning
 - B. Façade
7. Board of Adjustment Appointment
8. Residential Waste Collection Contract Award
9. Departmental Reports
 - A. Gene Dvornick – Town Manager
 - B. R L Hughes II – Chief of Police
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).

**TOWN OF GEORGETOWN
TOWN COUNCIL MEETING MINUTES**

Meeting Date: Wednesday, May 11, 2016
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 6:30 P.M. Executive Session
7:00 P.M. Regular Meeting

PRESENT:

Bill West, Mayor
Steve M Hartstein, Ward One
Rebecca Johnson-Dennis, Ward Two
Chris Lecates, Ward Three
Bob Holston, Ward Four

STAFF PRESENT:

Eugene S. Dvornick, Jr, Town Manager
Bill Bradley, Director of Public Works

ABSENT:

Jason Loar, Town Engineer
Stephani Ballard, Town Solicitor

6:30 P.M. Executive Session

Mayor and Council will meet in executive session for the discussion of:

A. A personnel matter which the names, competency and abilities of individual employees are discussed.

Executive Session exited at 6:50pm.

7:00 P.M. Regular Meeting

1. PLEDGE OF ALLEGIANCE

Mayor West led the Pledge of Allegiance.

2. INVOCATION

Councilperson Lecates led the Invocation.

3. ADOPTION OF THE AGENDA

Motion by Councilperson Johnson-Dennis, seconded by Councilperson Holston, to adopt the agenda as approved. **APPROVED (unanimous).**

4. APPROVAL OF APRIL 27, 2016 TOWN COUNCIL MINUTES

Motion by Councilperson Lecates, seconded by Councilperson Holston, to approve the minutes as presented. **APPROVED (unanimous).**

5. OATH OF OFFICE

The Honorable Judge of Family Court, of the State of Delaware, Peter B Jones officiated the Swearing in of Councilperson Chris Lecates for the Third Ward.
“Oath of Office is incorporated as part of the minutes.”

The Honorable Judge of Family Court, of the State of Delaware, Peter B Jones officiated the Swearing in of Councilperson Robert L Holston, Jr., for the Fourth Ward.

“Oath of Office is incorporated as part of the minutes.”

The Honorable Judge of Family Court, of the State of Delaware, Peter B Jones officiated the Swearing in of Mayor William E West.

“Oath of Office is incorporated as part of the minutes.”

6. ORGANIZATION OF COUNCIL

A. VICE-MAYOR

Mayor West nominated Councilperson Lecates as Vice-Mayor.

Motion by Councilperson Hartstein, seconded by Councilperson Holston, to approve the nomination of Councilperson Lecates Vice-Mayor. **APPROVED** (unanimous).

Recused: Lecates

B. SECRETARY

Mayor West nominated Councilperson Hartstein as Secretary.

Motion by Councilperson Lecates, seconded by Councilperson Johnson-Dennis, to approve the nomination of Councilperson Hartstein as Secretary. **APPROVED** (unanimous).

Recused: Hartstein

C. AFFIRMATION OF CODE OF ETHICS

Affirmation of the Code of Ethics was signed by Mayor West, Councilperson Hartstein, Councilperson Johnson-Dennis, Councilperson Lecates, and Councilperson Holston.

“Affirmation of the Code of Ethics is incorporated as part of the minutes.”

7. NATIONAL COMMUNITY ACTION MONTH PROCLAMATION

Mayor West presented Bernice Edwards, First State Community Action Agency, with a Proclamation honoring National Community Action Month.

8. OUT OF TOWN UTILITY REQUEST – DEL-TECH COMMUNITY COLLEGE

Town Manager presented the information for the Out of Town Utility Request for Del-Tech Community College to the members of Council.

Motion by Councilperson Lecates, seconded by Councilperson Hartstein, to approve the Out of Town Utility Request for Del-Tech Community College.

APPROVED (unanimous).

9. DOWNTOWN DEVELOPMENT DISTRICT

A. Application for Designation as a Downtown Development District

Town Manager presented members of Council with the first draft of the application for Designation as a Downtown Development District.

Motion by Councilperson Lecates, seconded by Councilperson Holston, to approve the application for Designation as a Downtown Development District.

APPROVED (unanimous).

B. Resolution #2016-3 for Application as a Downtown Development District
Town Manager read the Resolution into the record.

Motion by Councilperson Lecates, seconded by Councilperson Johnson-Dennis to adopt Resolution #2016-3 Application as a Downtown Development District.

APPROVED (unanimous).

10. PLANNING COMMISSION APPOINTMENTS

Two positions were up for appointment. The vacancies were advertised in the Sussex Countian and on the Town's website. Letters of interest were received from Gary Tonge and Linda Dennis.

Motion by Councilperson Hartstein, seconded by Councilperson Holston, to approve the reappointment of Gary Tonge and Linda Dennis to the Planning Commission.

APPROVED (unanimous).

11. BOARD OF ADJUSTMENT APPOINTMENTS

Three positions were up for appointment. The vacancies were advertised in the Sussex Countian and on the Town's website. Letters of interest were received from Jane Hovington and Shirley Hitchens. Paul L Myers will no longer be able to serve due to health issues. According to our Planning Department, there will possibly be a meeting in June with the reappointment of two members.

Motion by Councilperson Lecates, seconded by Councilperson Hartstein, to approve the reappointment of Jane Hovington and Shirley Hitchens to the Board of Adjustment.

APPROVED (unanimous).

12. 2ND READING & ADOPTION OF ORDINANCES

A. Ordinance #2016-7 Water Rates
Amending Chapter 98, Fees

Motion by Councilperson Johnson-Dennis, seconded by Councilperson Holston, to adopt Ordinance #2016-7 Water Rates.

APPROVED (unanimous).

B. Ordinance #2016-4 Registered Compassion Center
Amending Chapter 230, Zoning

Motion by Councilperson Lecates, seconded by Councilperson Johnson-Dennis, to adopt Ordinance #2016-4 Registered Compassion Center.

APPROVED
(unanimous).

13. 3RD READING & ADOPTION OF ORDINANCE

A. Ordinance #2016-5 Animals
Amending Chapter 52, Animals

Motion by Councilperson Hartstein, seconded by Councilperson Holston, to adopt Ordinance #2016-5 Animals.

APPROVED (unanimous).

14. DEPARTMENTAL REPORTS

A. GENE DVORNICK – TOWN MANAGER

Downtown Development District Application (DRAFT)

The draft Downtown Development District Application presented earlier on the agenda was 80% complete. Additional information to supplement the information presented, is being added, along with several reviews of the narrative. Once completed, final submission will be on Friday, May 27th. A final copy will be distributed and posted on the Town's website.

Cool & Connected

As announced late last week, the Town was selected as a pilot community for the USDA and EPA Cool & Connected Technical Planning Assistance. This is to explore strategies to leverage new broadband infrastructure serving Sussex County facilities to provide public internet access, and to attract and retain businesses downtown. Any members of Council interested in participating on the Steering Committee, please let me know.

Seasonal Parks Worker

The Town is in the process of preparing to advertise for a seasonal Parks Worker. This position is part-time and available May through September. The work area is focused on The Circle (and four quadrants), East Market Street, Wilson Park, and North King Street Playground. A copy of the job description has been distributed.

Urban & Community Forestry Program

We have been holding off the ordering on new trees until the three at Wilson Park are removed. This is tentatively scheduled for Friday, May 20th. Once complete, the trees for Wilson Park, North King Street Playground, and the Little League Fields will be ordered. Once a planting date is set, it will be communicated.

Miscellaneous

- Legislative Update
- Upcoming Events
 - **Town Council Meeting:** Wednesday, May 25th, Canceled
 - **Summer Concert Series:** Thursday, May 26th, 7:00 PM, Bedford Street Park – Featuring Glass Onion
 - **Memorial Day Service:** Sunday, May 29th, 1:30 PM, The Circle
 - **Town Offices Closed:** Monday, May 30th – Memorial Day
 - **Sussex County Association of Towns:** Wednesday, June 1st, 6:00 PM, Lewes Yacht Club, Hosted by City of Lewes
 - **Sussex County Association of Towns Steering Committee:** Friday, June 3rd, at 9:00 AM, location to be determined.

B. BILL BRADLEY – DIRECTOR OF PUBLIC WORKS

King Street Water Plant

Monday, May 16th, the King Street Water Plant is on schedule for the redevelopment start date. This project is going to be a yearlong project and will consist of new redevelopment wells, pumps and motors. Also, updated controls, chemical injections, and equipment and building upgrades will occur.

South Railroad Avenue Water Plant

South Railroad Avenue water plant is very close to close out. We still have a few minor issues that we are dealing with and waiting to be fixed so we can sign off and accept this plant.

**When these two plants are complete, we will have tripled the ability to produce valuable water to the Town and we can safely shut down the SCI water plant which has high iron levels.

Police Department Remodel

The police Department remodel is complete. Thank you to all of my guys for working hard and doing such a good job on this project.

Forestry Service

We had the forestry service come in and teach a class to us and the Town of Milton on proper tree care. This was a great learning experience for us and at the end of the class we had two (2) employees decide they wanted to become certified.

14. PUBLIC COMMENT

Sunny Gyani, 228 South Bedford, I just want to say congratulations on the new tree planting and thank you for running the town so nicely. I do have some questions for Gene regarding the Downtown Development District.

How does the Development District affect the average John Doe who is not living in the district?

Gene replied with, the goal with the designation is that through the incentives that you will see in Economic Development.

How does the ball field add any value to the Development District?

Gene replied with, it is the total acreage because it is one parcel. The part that is really suitable for development is Georgetown Square, which is the existing shopping center.

15. ADJOURNMENT

Motion by Councilperson Lecates, seconded by Councilperson Holston, to adjourn at 7:35pm. **APPROVED (unanimous).**

APPROVED:

Steve M Hartstein, Secretary

ATTEST:

Eugene S Dvornick Jr, Town Manager



FACADE, SIGN OR AWNING MATCHING GRANT APPLICATION

The Town of Georgetown will fund up to \$500.00 of the cost for facade, sign or awning improvements for properties located within the East Market Street Business District (The Circle to Layton Avenue), for a total project cost of \$1,000.00 per building, per year. The maximum matching grant is not to exceed \$500.00 for facade, sign or awning improvements, funding permitting per year. The grant applies to the front facades only. Matching grant will only be awarded to projects that are approved by the Georgetown Town Council prior to the start of work. A written confirmation from the Town Council and a Building Permit must be provided prior to construction or installation. Matching grant funds are released as a reimbursement after approved work is complete and all the required forms are submitted. Please see the attached materials for further details.

Date: <u>04/18/16</u>	Estimated Total Cost of Project: ^{Awning} <u>\$10,000</u>
Business Name: <u>JAT Properties LLC</u>	Phone: <u>302-222-1049</u>
Street Address of Business: <u>101 E. Market St</u>	
Mailing Address, If Different Than Street Address: <u>401 Hatchery Rd Dover DE 19901</u>	
Contact Person: <u>Joyce Talley</u>	
Proposed Start Date: <u>February 2016</u>	Anticipated Completion Date: <u>May 2016</u>

Statement of Understanding

1. The Applicant agrees to comply with the guidelines and procedures of the Town of Georgetown Facade, Sign or Awning Improvement Matching Grant Program and Design Guidelines
2. The Applicant understands that he/she must submit detailed cost documentation, copies of building/sign permits, bids, contracts, and invoices and contractors' final waivers of lien upon completion of the approved improvements and be reimbursed for half of the total approved expense
3. The Applicant agrees to hold harmless the Town of Georgetown for any damage to the building or personal injury that may occur as a result of work funded by this matching grant.
4. Recipients of any facade matching grant funds must agree to observe all applicable federal, state, and local law pertaining to the use of matching grant funds.

Joyce A. Talley
Applicant Signature

04/18/16
Date

If the Applicant is other than the owner of the building, the following line must be completed:

I certify that I, the owner of the property, do authorize the Applicant to apply for a matching grant under the Facade, Sign or Awning Improvement Matching Grant Program and undertake the approved improvements.

↑

Owner Signature

Date



ELEVATION: SOUTH - PROPOSED EXTERIOR RENDERING
 SCALE: NTS



IDE³ ASSOCIATES

CONSULTING
 ENGINEERS
 CONSTRUCTION
 MANAGERS

106 W. COMMERCE ST
 SMYRNA, DE 19977
 Tel: 302.659-9090
 Fax: 302.659-9709
 Email: cdm@ide3.com

REVISIONS:

PROJECT: COLLECTORS CORNER
 PROPOSED EXTERIOR RENDERING
 101 E. Market St., Georgetown, DE 19047
 TAX PARCEL # 135-14-20-210.00

08/12/15
 DATE

NTS
 SCALE

A-2
 SHEET#



Collectors Corner

Collectors Corner

Georgetown ANTIQUE MARKET



501





FACADE, SIGN OR AWNING MATCHING GRANT APPLICATION

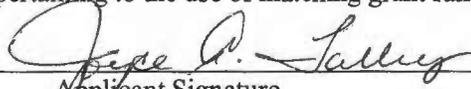
The Town of Georgetown will fund up to \$500.00 of the cost for facade, sign or awning improvements for properties located within the East Market Street Business District (The Circle to Layton Avenue), for a total project cost of \$1,000.00 per building, per year. The maximum matching grant is not to exceed \$500.00 for facade, sign or awning improvements, funding permitting per year. The grant applies to the front facades only. Matching grant will only be awarded to projects that are approved by the Georgetown Town Council prior to the start of work. A written confirmation from the Town Council and a Building Permit must be provided prior to construction or installation. Matching grant funds are released as a reimbursement after approved work is complete and all the required forms are submitted. Please see the attached materials for further details.

*Facade
To include All Structural Repairs*

Date: <u>04/18/16</u>	Estimated Total Cost of Project: <u>75,000</u>
Business Name: <u>JAT Properties LLC</u>	Phone: <u>302 222 1049</u>
Street Address of Business: <u>101 E. Market St</u>	
Mailing Address, If Different Than Street Address: <u>401 Hatchery Rd Dover DE 19901</u>	
Contact Person: <u>Joyce A. Talley</u>	
Proposed Start Date: <u>February 2016</u>	Anticipated Completion Date: <u>May 2016</u>

Statement of Understanding

1. The Applicant agrees to comply with the guidelines and procedures of the Town of Georgetown Facade, Sign or Awning Improvement Matching Grant Program and Design Guidelines
2. The Applicant understands that he/she must submit detailed cost documentation, copies of building/sign permits, bids, contracts, and invoices and contractors' final waivers of lien upon completion of the approved improvements and be reimbursed for half of the total approved expense
3. The Applicant agrees to hold harmless the Town of Georgetown for any damage to the building or personal injury that may occur as a result of work funded by this matching grant.
4. Recipients of any facade matching grant funds must agree to observe all applicable federal, state, and local law pertaining to the use of matching grant funds.



 Applicant Signature

04/18/16

 Date

If the Applicant is other than the owner of the building, the following line must be completed:

I certify that I, the owner of the property, do authorize the Applicant to apply for a matching grant under the Facade, Sign or Awning Improvement Matching Grant Program and undertake the approved improvements.



 Owner Signature

 Date



i3a Consulting Engineers
 Construction Managers
 P.O. Box 498
 Smyrna, DE 19977

Invoice

Date	Invoice #
5/12/2016	2016 JAT 4

Client
JAT Properties 401 Hatchery Road Dover De 19901

Contract Description

P.O. No.	Project
	Facade Renovations

Item	Description	Fee	Rate	Amount
Miscellaneous Labor	Building Facade Renovations 101 E. Market Street Georgetown De	75,000	1.00	75,000.00

Please make payment payable to:
 i3a, LLC
 P.O. Box 498
 Smyrna, DE 19977

Total	\$75,000.00
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Phone #	Fax #	E-mail	Web Site
302-659-9090	302-659-0909	ed@i3allc.com	www.i3aLLC.com



ELEVATION: SOUTH - PROPOSED EXTERIOR RENDERING

SCALE: NTS



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106 W. COMMERCE ST
MAYENA, DE 19977
Tel: 302 659-9090
Fax: 302 659-0909
Email: ed@i3ac.com

REVISIONS:

PROJECT: COLLECTORS CORNER
PROPOSED EXTERIOR RENDERING
101 E. Market St. Georgetown, DE 19847
TAX PARCEL # 135-14.2D-210.00

08/12/15
DATE

NTS
SCALE

A-2
SHEET#



Collectors Corner

Collectors Corner

Georgetown ANTIQUE MALL



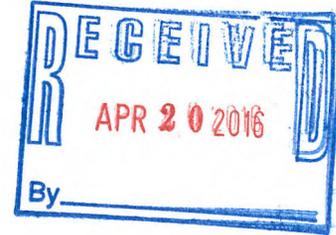


JAT Properties LLC
Joyce A. Talley
President

401 Hatchery Road
Dover, DE 19901-1505
Phone 302.222.1049

E-mail: jatproperties@comcast.net

April 18, 2016



Facade, Sign or Awning Improvement Grant
c/o Town Manager
39 The Circle
Georgetown, DE 19947

Dear Mr. Dvornick:

Thank you for your interest in the major structural renovations being done at 101 E. Market Street. I am sure all will agree that it is a huge improvement and one to be proud of.

Attached are two applications for the Façade, Sign or Awning Improvement Grant – one for the façade and one for the sign. Also attached are copies of the before pictures and the anticipated after pictures. Work continues and will hopefully be completed by May 2016.

If you need additional information, please do not hesitate to contact me.

Sincerely,

JOYCE A. TALLEY
Managing Member
JAT Properties LLC

TOWN COUNCIL
AGENDA ITEM INFORMATION SHEET

ITEM: Board of Adjustment Appointments

ITEM NO: 7

DATE: June 8th, 2016

BACKGROUND: One (1) seat is currently up for appointment.

One (1) letter of interest was received from Suraj Gyani.

The vacancy was advertised in the Sussex Countian and on the Town's website.

Suraj Kumar Gyani
228 S Bedford Street, Georgetown, DE 19947

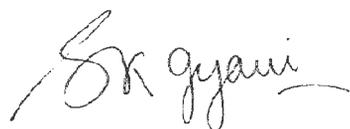
Reference: Board of Adjustment Vacancy

Town of Georgetown
Planning Department
39 The Circle, Georgetown, DE 19947

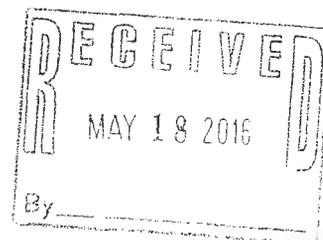
Dear Sir/Mam,

I am interested in serving at this position of Board of Adjustment, if you think that I can be of any help to this town. Please see my educational background. I have been retired for past few years in your great town.

Very truly yours,



Suraj (Sunny) Gyani
228 S Bedford Street
Georgetown DE 19947



Suraj (Sunny) Gyani

Education:

1999 CPM, Certified Public Manager, George Wash. University, Wash. DC
1976 M.Sc., Systems Analysis, Catholic University, Washington DC
1974 B.Sc., Structures and Hydraulics, Howard University, Washington DC
1970 Associate Degree in Electrical Engineering, India.

Summary of Qualification:

- Over 25 years of public agency experience (22 years are with City of Annapolis and Washington, D.C. in transportation and traffic engineering.) at management and professional engineering.
- Over 5 years of experience with private sector with Consultants, Manufacturing Units and Government Contractors.
- Worked on the Cost Control for the traffic signal division while keeping the production and morals high, also worked on the SOP for the signal shop with director's office.
- We turned the Safety Division from reactive mode to proactive mode; we started three new programs, Pedsafe, Public Safety and Work zone Safety, which are changing the way we look at safety in the city. Our new railroad inventory system is used as national model by FHWA. We setup the ground work for spending \$4-5 million on safety programs to draw down on the \$15 million surplus in the program.
- We increased the production of our Sign Shop by 30% with existing resources by simply working with the labor and streamlining and computerizing the process. I sought relief from the procurement process by instituting the new five-year requirement contract.
- We worked on \$ 2.4 million funding for the School Sign Project from FHWA for the City and automated the federal grant process. I have successfully managed the first \$ 1.5 million out-sourced Signal Construction Contract for the City of Washington DC.
- We orchestrated the Clean City Strategy at the behest of Clean City Czar, for Washington DC, utilizing Integrated Product Team with representatives from fifteen departments. The objective of the team was to have a Clean City, now the program is implemented by the city.
- I assisted the Director of Public Works in developing the strategic plan into a power point which establishes the future direction for the agency; it was well received by the Mayor.

228 S Bedford Street, Georgetown, DE 19947 302-249-7729 Cell

Sunny.Gyani@gmail.com

Suraj (Sunny) Gyani

Membership, Appointed and Elected Positions:

- American Academy of Certified Public Managers
- Asian Pacific Islander member for the District of Columbia
- Director Gymkhana Club, an exclusive Indian Club
- Member Planning – Certified Public Managers Association for DC.
- Program Manager Oxon Hill Sportsman Club of Southern Maryland
- Board of Director for Student Body of Catholic University, Washington DC
- Vice President, Undergraduate Student Association, Howard University, DC
- Member of Transition Committee of Mayor Williams (Taxicab comm.)
- Creator of Clean City program for the city with Clean City Czar
- Who's Who among students in American Universities and Colleges
- Dean's Honor Roll
- Tau Beta Pi
- EMS team member for Green d.

Work Experience:

2011-Present, Raj Ent. LLC, Affordable housing business in Georgetown, DE

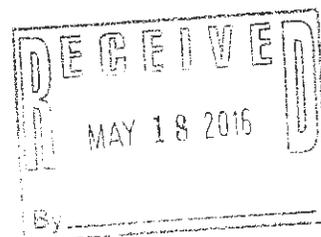
1981-2011, Supervisory Traffic Engineer for DPW/DOT, Washington. DC

1980-1981 Traffic Engineer for City of Annapolis, Maryland.

1979-1980 Senior Partner of a Manufacturing company in Washington DC

1978-1979 Assistant Manager for Purolator India Ltd. India

1977-1978 Project Manager, Allied Striping, Arlington, VA



228 S Bedford Street, Georgetown, DE 19947 302-249-7729 Cell

Sunny.Gyani@gmail.com

Town of Georgetown
Request for Quotations
Residential Waste Collection



May 19, 2016

INVITATION TO BID

Sealed bids for Residential Waste Collection for the Town of Georgetown, Delaware will be received from qualified Bidders at the Town Hall, 39 The Circle, Georgetown, Delaware 19947 until 12:00 p.m. local time on Monday, June 6, 2016 at which time they will be opened and read publicly.

The work consists of furnishing all materials, labor, and services required for weekly collection, transportation and disposal of residential waste from approximately 1,786 residential units.

The Request for Quotations may be examined at:

www.georgetowndel.com

Copies of the Request for Quotations may be obtained at the Town Hall, 39 The Circle, Georgetown, Delaware 19947. No payment is required for one copy.

The Owner reserves the right to waive any informality and to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

TOWN OF GEORGETOWN

REQUEST FOR QUOTATIONS
RESIDENTIAL WASTE COLLECTION
TOWN OF GEORGETOWN
GEORGETOWN, DE
MAY 19, 2016

I. GENERAL

A. The Town of Georgetown, Delaware, hereinafter referred to as Owner, is requesting quotations from qualified Bidders for furnishing all materials, labor and services required for weekly collection, transportation and disposal of residential and commercial waste from approximately 1,768 individual units as described in this request for quotations. Quotations shall be for three (3) and five (5) year contracts on a per unit basis.

B. Definitions: Whenever the terms “solid waste”, “yard waste”, “bulk items”, “recyclables”, or “waste” is used in these specifications it shall be construed as follows:

- i. Solid Waste – Solid waste means any garbage, refuse, and other discarded material, including solid or semi-solid material resulting from community or household activities. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish

whose weight, size, dimension, and shape required more than one man for removal.

- ii. Yard Waste – Yard waste means those items specifically defined by the Delaware Solid Waste Authority (DSWA) to be in its yard waste recycling program.
- iii. Bulk Items – Means those items other than normal household trash including, but not limited to: appliances (except those as noted below), furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are appliances containing Freon, concrete and bricks, vehicle parts, tires, abandoned cars, car parts, whole trees and construction materials.
- iv. Recyclables – Means those items specifically defined by the Delaware Solid Waste Authority to be included in its Universal Recycling Program.
- v. Waste – Means all solid waste, yard waste, bulk items and recyclables.

C. The Bidder shall contact the Town to establish the specific and detailed requirements for the performance of the Contract.

D. All Solid Waste and bulk items collected within the Town shall be disposed by the Contractor at a landfill approved or operated by the Delaware Solid Waste Authority (DSWA). Recyclables and yard waste may be disposed of at any legally authorized recycling facility.

E. Bids shall be based on DSWA published rates for solid waste and bulk items, including rate increases that are scheduled to occur during the Contract.

F. No fuel surcharges shall be applied during the Contract period.

- G. The Contractor shall be responsible for tipping fees for waste disposal.
- H. Contractor shall not assign the Contract by power of attorney nor subcontract the work without consideration and written consent of the Owner.
- I. Collection will be for waste from residential and commercial units.
- J. All work performed by the Contractor, any subcontractor or any of their respective agents, servants or employees shall comply with all health and safety regulations promulgated by any agency having jurisdiction over the same. All complaints shall be handled in a courteous and prompt manner.
- K. The Contractor shall be responsible for payment of fees, fines, or other penalties due to disposal of improper materials at DSWA facilities.
- L. Contractor shall submit a monthly statement of the solid waste, recycling, and yard waste tonnage collected during the previous month.
- M. The Contractor will work with the Owner to provide service-oriented information to customers. Specifically, 15 days prior to the commencement of service, the Contractor shall provide an 8 ½" X 11" information sheet to be mailed by the Owner to all residents. This information sheet will inform residents of the specifics of the collection program, including but not limited to, a collection schedule, a list of what materials are being collected, instruction on proper handling of the collection bins and instructions on what customers are to do with waste that does not fit into the collection bins.
- N. Contract period shall beginning on or before July 1, 2016 and shall continue for three (3) or five (5) years as determined by the Owner at time of award.

II. PERMITS

- A. All permits and licenses necessary for the prosecution of the Contract shall be secured and paid for the Contractor.

III. PROTECTION OF PROPERTY AND PERSONS

- A. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the collection of residential and commercial waste. Contractor will take all necessary precautions for the safety of and will provide for the necessary protection to prevent damage, injury and loss to all employees employed by them and all other persons who may be affected thereby and other property including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- B. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them who may be liable.
- C. In emergencies affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. The Contractor will give the Town written notice of any damage, injury or loss within one (1) business day of the incident.

IV. COLLECTION TIMES

- A. Collection shall not begin before 6:00 a.m. prevailing time, nor continue past 6:00 p.m. prevailing time.

- B. Contractor shall maintain, to the best of their ability, a properly scheduled pick-up service satisfactory to the Town.
- C. Collection shall never be postponed longer than one (1) working day following the regular day for collection except in the case of dire emergency authorized by the Town, or closure of DSWA landfills due to inclement weather.
- D. No waste shall be collected on the following Holidays:
 - i. Thanksgiving
 - ii. Christmas Day
 - iii. New Years Day

If any of these holidays occur on the scheduled pick up day, waste shall be picked up on the following day

V. COLLECTION FREQUENCY

Month	Solid Waste	Bulk Pickup	Recycle	Yard Waste
January	Weekly	Weekly	Every Other Week	Every Other Week
February	Weekly	Weekly	Every Other Week	None
March	Weekly	Weekly	Every Other Week	None
April	Weekly	Weekly	Every Other Week	Weekly
May	Weekly	Weekly	Every Other Week	Weekly
June	Weekly	Weekly	Every Other Week	Every Other Week
July	Weekly	Weekly	Every Other Week	Every Other Week
August	Weekly	Weekly	Every Other Week	Every Other Week
September	Weekly	Weekly	Every Other Week	Every Other Week
October	Weekly	Weekly	Every Other Week	Weekly
November	Weekly	Weekly	Every Other Week	Weekly
December	Weekly	Weekly	Every Other Week	Every Other Week

VI. COLLECTION CONDITIONS

- A. Collection of waste shall be at the curb or end of driveway or alley.
- B. The following quantities of waste shall be collected on the scheduled pick up day:

- i. Solid Waste: One (1) 96 gallon can.
 - ii. Bulk Items: One (1) bulk item.
 - iii. Recyclables: One (1) 96 Gallon Can,
 - iv. Yard Waste: A maximum of five (5) yard waste items. Yard waste items may be either a container, paper bag, or a biodegradable bag holding yard waste not exceeding 40 pounds or a bundle of branches or limbs not exceeding 50 pounds and four (4) feet in length. Branches may be up to four (4) inches in diameter. Yard waste includes Christmas trees.
- C. Residents will be required to place all items for pick-up at a regular place of pick-up no earlier than 6:00 p.m. on the night before pick-up and no later than 6:00 a.m. on the day of pick-up.
- D. Carts shall be 96 gallons and constructed of LMDPE. Contractor shall maintain a minimum of 10 carts in excess of the current collection units for future growth. The Contractor shall supply and maintain the following carts for each unit:
 - i. Solid Waste: Toter EVR-II. Color shall be black, gray or brown.
 - ii. Recyclables: Toter EVR-11. Color shall be blue.
- E. Customers may request 64 gallon or 32 gallon carts in lieu of 96 gallon carts.
- F. Appliances containing Freon and construction debris and materials shall not be picked up on a regular basis as part of this Contract. The successful Bidder may contract directly with residents for these services.
- G. Cleanliness: For the collection of waste, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace my receptacle,

can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer waste, recyclables, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the public right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt of the notice from Owner.

- H. Customer Service Standards: All complaints received by the Contractor or Owner before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the Owner which will include copies of the daily reports for the prior month.

VII. INSURANCE REQUIREMENTS

- A. The Contractor shall be required to procure and deliver to the Owner within ten (10) days of the awarding of the Contract, a Certificate of Insurance for the following insurance policies, naming the Town of Georgetown as “Additional Insured”, for all ongoing projects and completed operations
- B. Commercial Automobile Liability in which each vehicle used in the performance of the work under the contract with limits of bodily injury liability of not less than \$1,000,000 for each accident. Property Damage Liability on each vehicle required in the performance of the work under the contract in an amount not less than \$1,000,000 for each accident.

- C. Commercial General Liability to be provided on an occurrence basis with coverage to include Blanket Contractual, Products and Completed Operations w/Additional Insured. Limits are not to be less than: \$1,000,000 Each Occurrence, Bodily Injury and Property Damage; \$2,000,000 Aggregate; \$1,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed
- D. Operations Aggregate Standard Worker's Compensation and Employer's Liability Insurance indemnifying the contractor against any loss arising from liability or injuries sustained by all agents, servants or employees of the contractor who shall be entitled to compensation under the worker's compensation laws. Coverage is to include Waiver of Subrogation. Employer's liability shall have limits not less than: Bodily Injury, each Employee \$500,000; Bodily Injury, each Accident \$500,000; Disease, each Employee \$500,000.
- E. Umbrella/Excess Liability to provide insurance in excess of Commercial Auto, Commercial Liability, and Employers Liability. Coverage provided on a following form basis. \$5,000,000 Each Occurrence; \$5,000,000 General Policy Aggregate.
- F. Pollution Liability All contractors and consultants who will perform environmental services shall provide Pollution Liability with limits not less than: \$1,000,000 Each Claim or Occurrence; \$1,000,000 Annual Aggregate. The Pollution Liability shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites (if applicable), and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years

following completion of the insured's services. In the alternative, the Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this agreement.

G. The Contractor or Consultant shall be responsible for and maintain property insurance coverage at his option and expense to cover tools, equipment, etc. Owned or rented the capital value of which is not included in the cost of work.

i. All policies are to be written by (A-VIII Rated or better) insurance companies licensed to do business in the state in which the work is to be performed and acceptable to the Town of Georgetown.

ii. All certificates are to contain substantially the following statement: "The insurance evidenced by this certificate shall not be cancelled, except after ten (10) days prior to written notice to the Town of Georgetown.

iii. Commercial General Liability insurance under a "claims-made" policy is not acceptable. Coverage must be provided on an "occurrence basis".

iv. The Contractor or Consultant shall require his subcontractors, while engaged in performing work at the jobsite, to maintain identical insurance coverage and comply with the conditions above. Contractor or Consultant shall be responsible for securing and maintaining certificates of insurance from all subcontractors, evidencing the required insurance coverage's.

H. Bidder shall otherwise indemnify and hold the Town harmless from any and all liability, expenses, damages, etc., which may arise or be asserted against the Town because of the collection, transportation or disposal of garbage, trash or

rubbish, including payment of attorneys' fees resulting from such claim. In addition, all coverage's shall be primary and non-contributory.

VIII. QUOTATIONS

- A. The Bidder shall submit a firm price for the Town of Georgetown residential and commercial waste collection services on the attached forms as follows:

Town of Georgetown
Attention: Waste Collection Bid
39 The Circle
Georgetown, DE 19947

- B. Quotations shall be placed in an opaque sealed envelope. The envelope shall be marked in the upper left hand corner with the name and address of the Bidder. The envelope shall be marked in the lower left corner as follows:

“Bid for Residential Waste Collection Services, Town of Georgetown”

- C. Quotations shall be held valid for at least sixty (60) days from the actual date of bid opening.
- D. Quotations shall be firm, fixed priced bids for the total work, based on the requirements stated in the Request for Quotations. No price escalation or contingency considerations other than those identified in the bid form will be allowed.
- E. The Owner reserves the right to reject any and all bids, waive any and all informalities in the bidding, and reserves the right to disregard all nonconforming conditional bids or counterproposals.

F. Quotations shall be submitted as indicated above and shall be received until 12:00 p.m. on Monday, June 6, 2016 at which time they will be opened and read publicly. Submittals received after the indicated time shall not be considered.

END OF REQUEST FOR QUOTATIONS

BID DOCUMENT

Bid submitted by _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of Delaware,
Doing business as _____ *, to the Town of
Georgetown (hereinafter called "OWNER").

In compliance with the Invitation for Bids, Bidder hereby proposes to perform all work for the weekly collection, transportation and disposal of residential waste generated by approximately 1,768 residential units. By submission of this Bid, each Bidder certifies this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or any other competitor.

Bidder hereby agrees to commence work under the Contract on or before July 1, 2016.

Bidder agrees to complete the work in accordance with the Request for Quotations for the following prices (words and figures):

*Insert, "a corporation", "a partnership", or "an individual" as applicable.

1.0 Three Year Contract

Year 1, \$ _____ (\$ _____) per unit per month
Year 2, \$ _____ (\$ _____) per unit per month
Year 3, \$ _____ (\$ _____) per unit per month

2.0 Five Year Contract

Year 1, \$ _____ (\$ _____) per unit per month
Year 2, \$ _____ (\$ _____) per unit per month
Year 3, \$ _____ (\$ _____) per unit per month
Year 4, \$ _____ (\$ _____) per unit per month
Year 5, \$ _____ (\$ _____) per unit per month

The Bidder understands the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period as stated in the Request for Quotations after the bids are actually received.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract within 15 days.

Respectfully Submitted:

Bidder

By _____

Address

SEAL – If Bidder is a Corporation

ATTEST: _____
Secretary