

Posted: August 2, 2017 @
1:50PM
Amended: August 3, 2017 @
3:30PM



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, August 9, 2017
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 7:00 PM Regular Meeting

Page

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF JULY 12, 2017 TOWN COUNCIL MINUTES

A.

5. PLANNING COMMISSION APPOINTMENTS

3

A. [Letter of Interest - Planning Commission](#)

6. RIGHT-OF-WAY AGREEMENT - PARKLET

4 - 9

A. [ROW Use Agreement - Parklets-Town_of_Georgetown](#)

7. ACCESS EASEMENTS - 37 & 39 THE CIRCLE

(added 8/3/17 as information determined necessary for inclusion)

10 - 19

A. [Access Easement Plan](#)
[Easement - Maull to Town of Georgetown](#)
[Easement - Town of Georgetown to Town of Georgetown](#)

8. EMPLOYMENT AGREEMENT AMENDMENT - CHIEF OF POLICE

- 20 - 21 A. [Addendum #2 - Chief Hughes Contract](#)

9. TANK MAINTENANCE AGREEMENT

(added 8/3/17 as information determined necessary for inclusion)

- 22 - 51 A. [Engineered Tank Proposal - Town of Georgetown Redline \(2017-08-07\)](#)
[2017 Agreement - Redline \(2017-08-07\)](#)

10. DEPARTMENTAL REPORTS

- 52 - 53 A. Gene Dvornick – Town Manager
[Town Manager Report - 2017-08-09](#)
[TOWN OF GEORGETOWN. 8 8 17 DPD](#)
- 54 B. Bill Bradley - Director of Public Works
[Town Council Meeting Aug](#)

11. PUBLIC COMMENT

12. EXECUTIVE SESSION

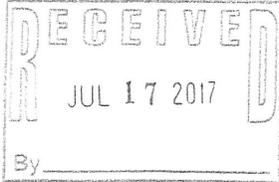
Mayor and Council will meet in Executive Session pursuant to 29 Del. C. § 10004 (b)(4) for the purpose of strategy and advice from an attorney regarding pending or potential litigation.
(added 8/3/17 as information determined necessary for inclusion)

13. ADJOURNMENT



AD-ART

Sign Company



**24383 MARINER CIRCLE
GEORGETOWN, DE 19947**

(302) 856-7446 fax 302-856-3872

email address adartsigns@mchsi.com

Attention

"Town Manager"

From

Jordon July 14, 17

Remarks

*I would be interested
in serving on the Planning
& Zoning Committee for
Georgetown*

*Thanks
Jordon Mauer*



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

July 25, 2017

Town of Georgetown
ATTN: Town Manager
39 The Circle
Georgetown, DE 19947

REF: STATE OF DELAWARE HIGHWAY RIGHT OF WAY USE AGREEMENT

Dear Mr. Dvornick:

THIS AGREEMENT, made this ___ day of _____, 2017, by and between Town of Georgetown (hereinafter called "**PERMITTEE**"), and DELAWARE DEPARTMENT OF TRANSPORTATION, an agency of the State of Delaware, (hereinafter called "**DeIDOT**").

WHEREAS, PERMITTEE wishes to enhance their community by temporally installing physical structures within parking spaces on state-maintained roadways known as "Parklets"; and

WHEREAS, DeIDOT is the owner of that certain dedicated and built right-of-way; and

WHEREAS, DeIDOT has given its consent and authorization for PERMITTEE to place a Parklet in the built right-of-way; and

WHEREAS, PERMITTEE and DeIDOT have reached an agreement regarding the maintenance of the Parklet for the above stated purpose and as more fully set forth herein, subject to the following terms, conditions, agreements and covenants.

THEREFORE, that for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged and the mutual covenants, promises, conditions, covenants and stipulations contained herein, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated by reference as if fully set forth herein.



2. Description of Parklet. The Parklet is a physical structure, owned and maintained by the PERMITTEE, which is portable and is designed to be placed in one or more on-street parking spaces.

3. Location of Parklet. PERMITTEE shall seek authorization to place a Parklet at least two weeks prior to the planned installation. The request shall:

- a. Be submitted to the DeIDOT Chief Safety Officer or designee.
- b. Include the specific location and expected timeframe of deployment.
- c. Include any proposed barriers, temporary traffic control devices, etc.
- d. PERMITTEE must receive written approval from DeIDOT prior to placing any Parklet, provided, however, that attached hereto as **Exhibit A** is a list of Parklets that have already been approved by DeIDOT pursuant to this Agreement.

4. Safety Requirements. PERMITTEE agrees to abide by any and all requirements specified by DeIDOT for specific locations, including barriers, temporary traffic control devices, etc. DeIDOT is not responsible for supplying the traffic control devices to the PERMITTEE. Should the PERMITTEE be unwilling or unable to comply with the specified DeIDOT safety requirements, PERMITTEE shall not install the Parklet. DeIDOT reserves the right to reject the request for a specific location for any reason.

5. Maintenance. PERMITTEE shall be responsible for procurement, installation, and maintenance of the Parklet and any other required safety devices such as barriers, temporary traffic control devices, etc.

6. Removal. DeIDOT reserves the right to require the removal of the Parklet for any reason. PERMITTEE agrees to remove the Parklet within 24 hours of being notified by DeIDOT. If PERMITTEE does not remove a Parklet within 24 hours of being notified by DeIDOT, DeIDOT will remove the Parklet and PERMITTEE will be responsible for reimbursing the cost of such removal to DeIDOT.

7. Maintenance Point of Contact. PERMITTEE shall provide at least one maintenance point of contact with 24-hour/7-day per week availability to DeIDOT. Should that point of contact change over the course of this Agreement, PERMITTEE shall provide notice to DeIDOT within 24 hours of the contact changing from the following:

Contact Name: Bill Bradley, Public Works Director
Contact Address: 39 The Circle, Georgetown, DE 19947
Contact Phone: (302) 236-2647 (Cell)

Contact Name: Gene Dvornick, Town Manager
Contact Address: 39 The Circle, Georgetown, DE 19947
Contact Phone: (302) 245-9547 (Cell)

8. Third Party Use. Parklets are often used by adjacent property and business owners to provide commercial services, such as restaurants. PERMITTEE agrees to enter an



agreement with any Third Party User of the Parklet. At a minimum, the agreement will include the Third Party User's confirmation that they will abide by the State laws and regulations regarding outdoor advertising, including, but not limited to 17 Del. C. §1101-1132 and 2 Del. Admin. Code 2601, and that the Third Party User indemnifies and holds harmless the State of Delaware.

9. Limitation on Permittee's Improvements in Right-of-Way. PERMITTEE shall not place, erect or permit the placement, or erection of any items within the Right-of-Way other than those specifically approved and authorized by DelDOT either through this Agreement or in connection with the approval of a Parklet as set forth in paragraph 3 above.

10. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law or in equity.

11. Compliance with Laws. PERMITTEE covenants and agrees to comply with all applicable Federal, State and County statutes, laws, ordinances, regulations, orders and directives or other governmental enactments (the "Laws") relating to the placement and maintenance of the Parklet. PERMITTEE further covenants and agrees, at its sole cost and expense, to obtain and maintain any and all required permits, licenses or other authorizations with respect to the Parklet. PERMITTEE shall comply with all applicable Laws arising out of any obligation or duty imposed upon PERMITTEE with respect to the rights and entitlements granted to or retained or reserved by PERMITTEE under this Agreement.

12. Indemnification for Permittee's Acts or Omissions. DelDOT and its agents, servants, and employees shall not be liable for, and PERMITTEE hereby covenants and agrees to defend, indemnify, and save DelDOT, its subsidiaries and affiliates and its and their respective officers, directors, employees, agents and servants harmless from and against all liability, loss or expense (including reasonable costs and attorneys' fees) for any suit, claim, settlement, award, penalty, fine or judgment (hereinafter referred to singly or collectively as "Claim") because of (i) personal injury (including death at any time resulting therefrom); (ii) loss of or damages to property (including loss of use thereof), arising out of or resulting from the performance or non-performance of acts by PERMITTEE or its agents in connection with the maintenance or placement of the Parklet and the rights granted hereunder or the use and enjoyment of the rights granted under this Agreement.

13. Right of Termination. DelDOT shall have the right to terminate this Agreement at any time and for any reason, at no cost to DelDOT. All termination notices required under this Section shall be given to PERMITTEE at 39 The Circle, Georgetown, DE 19947. PERMITTEE agrees to remove the Parklet within 24 hours of being notified by DelDOT that the agreement has been terminated. If PERMITTEE does not remove a Parklet within 24 hours of being



notified by DeIDOT, DELDOT will remove the Parklet and PERMITTEE will be responsible for reimbursing the cost of such removal to DeIDOT.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

16. Amendments. This Agreement may not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing and then only to the extent set forth in such instrument.

17. Counterparts. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.



EXHIBIT A

Locations:

- All Rise Café - 7 East Market Street (1-35 14.20 202.40) – two (2) parking spaces
- Chilmole - 21 East Market Street (1-35 14.20 206.00) – two (2) parking spaces
- Jalapeno's – 111 East Market Street (1-35 14.20 211.00) – two (2) parking spaces
- Caruso's Pizza & Pasta – 120 East Market Street (1-35 14.20 224.00) – two (2) parking spaces
- Georgetown Billiards – 128 East Market Street (1-35 14.20 222.00) – two (2) parking spaces



ATTEST:

**APPROVED FOR THE DEPARTMENT OF
TRANSPORTATION**

BY:

BY:

Lanie Thornton
Director of Finance

Robert McCleary
Director, Transportation Solutions

DATE

ATTEST:

APPROVED FOR: Town of Georgetown

Witness Signature

BY:

Gene Dvornick, Town Manager

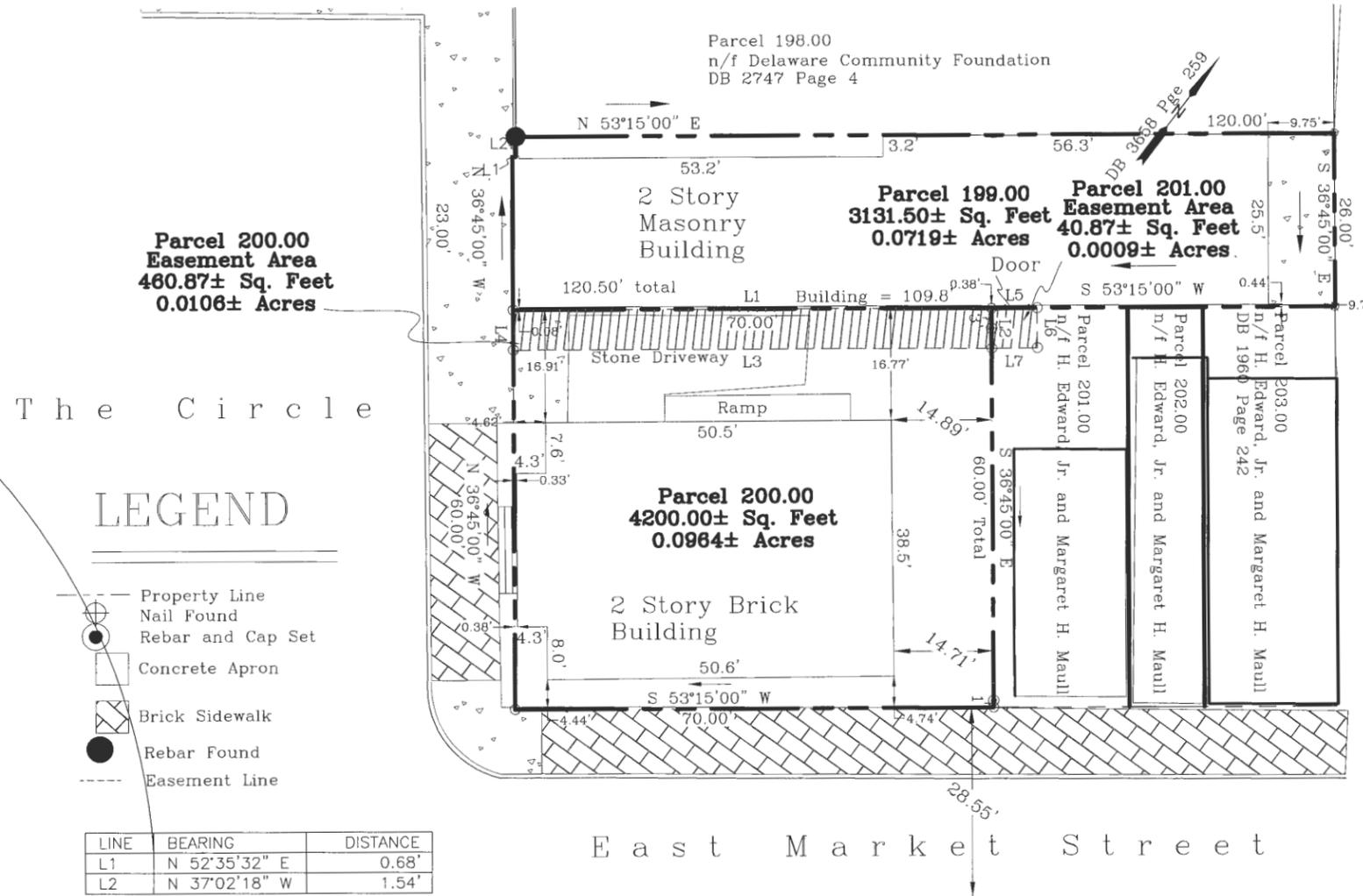
Witness Print Name

APPROVED AS TO FORM

Ann C. Cordo, Deputy Attorney General



Note: The Purpose of this Survey is to Show Access Easements to a Door in Parcel 199.00



Parcel 200.00
Easement Area
480.87± Sq. Feet
0.0106± Acres

Parcel 199.00
3131.50± Sq. Feet
0.0719± Acres

Parcel 201.00
Easement Area
40.87± Sq. Feet
0.0009± Acres

Parcel 200.00
4200.00± Sq. Feet
0.0964± Acres

The Circle

LEGEND

- Property Line
- Nail Found
- Rebar and Cap Set
- Concrete Apron
- ▨ Brick Sidewalk
- Rebar Found
- - - Easement Line

LINE	BEARING	DISTANCE
L1	N 52°35'32" E	0.68'
L2	N 37°02'18" W	1.54'

Easement Description - PARCEL 200.00

LINE	BEARING	DISTANCE
L1	N 53°15'00" E	70.00'
L2	S 36°45'00" E	6.00'
L3	S 53°15'00" W	70.00'
L4	N 36°45'00" W	6.00'

Easement Description - PARCEL 201.00

LINE	BEARING	DISTANCE
L5	N 53°15'00" E	6.81'
L6	S 36°45'00" E	6.00'
L7	S 53°15'00" W	6.81'
L2	S 36°45'00" E	6.00'

ACCESS EASEMENT PLAN
LANDS OF "TOWN OF GEORGETOWN"
ALSO KNOWN AS: "37 THE CIRCLE"
SITUATE IN: "GEORGETOWN HUNDRED"
SUSSEX COUNTY * STATE OF DELAWARE
TAX MAP #: 1-35-14.20 PARCELS 199, 200 AND 201
LOT 15 PART OF AND LOT 16 PART OF
DEED REFERENCE: DB 3658, PG 259, PARCEL 199.00;
DB 594 PG 488, PARCEL 200
DB 1960, PAGE 242, PARCEL 201.00
PLAT REFERENCE: PB 2, PG 7

APPROVED
AUG 01 2017
John B. Roach
TOWN OF GEORGETOWN

- NOTES
1. THIS SURVEY IS CLASSIFIED AS A "SUBURBAN" SURVEY.
 2. UNLESS THIS PLAT HAS AN EMBOSSED SEAL WITH AN ORIGINAL SIGNATURE OF ENGINEER, IN RED INK, THIS IS NOT AN AUTHORIZED COPY.
 3. THE SURVEY DOES NOT VERIFY THE EXISTENCE OF OR NONEXISTENCE OF ANY EASEMENTS OR RIGHT OF WAYS.



JBR
PROFESSIONAL ENGINEER

<p>JOHN B. ROACH Engineering LLC</p>	22184 MELSON ROAD GEORGETOWN, DELAWARE 19947 PHONE NO. 302-856-4912
	DRAWN BY: JBR DATE: 06-08-2017
SCALE: 1"=20'	SHEET 1/1

COPY

TMP #:1-35-14.20-201.00 (P/O)
PREPARED BY & RETURN TO:
FUQUA, WILLARD, STEVENS
And SCHAB, PA
26 The Circle
P.O. Box 250
Georgetown, DE 19947—TWG

EASEMENT AGREEMENT

THIS GRANT OF EASEMENT, made this _____ day of August, 2017, by and between H. EDWARD MAULL, JR. and MARGARET H. MAULL, his wife, of 16813 Pembroke Drive, Mill Pond Acres, Lewes, Delaware, 19958, hereafter MR. MAULL and MRS. MAULL, the Grantors and THE TOWN OF GEORGETOWN, of 39 The Circle, Georgetown, Sussex County, Delaware, 19947, the Grantee.

WHEREAS, H. EDWARD MAULL, JR. and MARGARET H. MAULL are the OWNERS of a parcel, which adjoins property owned by the Town of Georgetown, identified as 1-35-14.20-201.00;

WHEREAS, The TOWN OF GEORGETOWN is the OWNER of a parcel, which adjoins property owned by MR. MAULL and MRS. MAULL, identified as 1-35-14.20-199.00 and desires to construct and install a 6.00' x 6.81' concrete platform to be used as an emergency exit from the southwesterly side of their building, further described in Exhibit "A" hereto attached;

NOW THEREFORE, in consideration of the premises, One (\$1.00) each to the other in hand paid, and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. MR. & MRS. MAULL hereby grant and convey to The TOWN OF GEORGETOWN, a permanent easement, including the perpetual right to enter upon the real estate described in the drawing depicted in a drawing labeled "Access Easement Plan, Lands of the Town of Georgetown" as prepared by John B. Roach, Engineering, LLC, dated June 8, 2017 and recorded among the Land Records in the Office of the Recorder of Deeds in and for Sussex County, Georgetown, Delaware, in Plot Book _____, Page _____ (hereinafter the "PROPERTY"), together with the right to construct, maintain, and repair said concrete platform structure and other related ancillary items, (hereinafter termed "Facilities");
2. The installation and maintenance of the FACILITIES shall be in compliance with the requirements of any and all municipal state, federal and/or other governmental agency and shall be the responsibility of The Town of Georgetown;
3. Should the necessity for this easement area cease in the future, MR. & MRS. MAULL shall regain the full use of the described easement area and The TOWN OF GEORGETOWN (or the subsequent owner of TMP 1-35-14.20-199.00) will be

required to remove all the referenced FACILITIES and return it to its pre-construction condition;

4. Upon completion of the construction contemplated by this easement, The TOWN OF GEORGETOWN shall restore the easement area described to as good condition as it was prior to the construction.
5. The TOWN OF GEORGETOWN agrees to indemnify, defend and hold harmless MR. and MRS. MAULL from any and all suits, claims demands actions, losses or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with the Town of Georgetown use and/or occupancy of the easement area.
6. In return for this easement, The TOWN OF GEORGETOWN would like to offer MR. and MRS. MAULL the following:
 - A. Keep the grass trimmed between their two properties
 - B. Clear the sidewalks on East Market Street to Cherry Lane of snow throughout inclement weather
 - C. The use of an outdoor spigot on the building located at 39 The Circle—for outdoor use only.
7. The easement granted and conveyed in this EASEMENT AGREEMENT and obligations and rights set forth in this EASEMENT AGREEMENT shall run with the land, shall inure to the benefit of, and be binding upon the parties, and their respective heirs, executors, administrators, successors and assigns.
8. This EASEMENT AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
9. This Easement Agreement shall be recorded at the sole expense of The Town of Georgetown
10. This Easement Agreement constitutes the entire agreement between the parties hereto with respect to the subject mater hereof.

IN WITNESS WHEREOF, the parties hereto have executed this EASEMENT AGREEMENT the day and year first above written.

WITNESS:

_____(SEAL)
H. EDWARD MAULL, JR.

WITNESS:

_____(SEAL)
MARGARET H. MAULL

WITNESS:

TOWN OF GEORGETOWN

_____(SEAL)
By: MAYOR WILLIAM E. WEST

CORPORATE SEAL

ATTEST:

_____(SEAL)
ROBERT L. HOLSTON, JR., Secretary

STATE OF DELAWARE :

:§

COUNTY OF SUSSEX :

BE IT REMEMBERED, that on August _____, 2017, personally came before me, the subscriber, H. EDWARD MAULL, JR., and MARGARET H. MAULL, his wife parties of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed.

Given under my Hand and Seal of office the day and year aforesaid.

NOTARY PUBLIC

PRINTED NAME: _____

COMM EXP: _____

STATE OF DELAWARE :

: §

COUNTY OF SUSSEX :

BE IT REMEMBERED, that on August _____, 2017, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, WILLIAM E. WEST, Mayor of the Town of Georgetown, a municipal corporation existing under the laws of the State of Delaware, party to this Indenture known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said municipal corporation, that the signature of the Mayor thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said municipal corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was fully authorized by a resolution of the Board of Directors of said municipal corporation.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

NOTARY PUBLIC

PRINTED NAME: _____

COMM EXP: _____

EXHIBIT "A"

Parcel 201.00 Access Easement

ALL THAT CERTAIN lot, piece or parcel of land lying and being in Georgetown, Georgetown Hundred, Sussex County, Delaware, more particularly described as follows, to wit:

BEGINNING at a point being a common corner of Parcel 199.00, Parcel 200.00 and Parcel 201.00. Said point being located 60.00 feet from the corner of The Circle and East Market Street and North 53° 15' 00" East, a distance of 70.00 feet from the easterly right of way of the circle and a common property line of Parcel 199.00 and Parcel 200.00. Thence running in an easterly direction with a course of North 53° 15' 00" East, a distance of 6.81 feet with other lands now or formerly of the Town of Georgetown and the lands of H. Edward Maull, Jr. and Margaret H. Maull. Thence turning and running in a southerly direction into the lands now or formerly of H. Edward Maull, Jr. and Margaret H. Maull with a course of South 36° 45' 00" East, a distance of 6.00 feet to a point. Thence turning and running in a westerly direction with into lands of H. Edward Maull, Jr. and Margaret H. Maull with a course of South 53° 15' 00" East, a distance of 6.81 feet to a point. Thence turning and running in a northerly direction with a course of North 36° 45' 00" East, a distance of 6.00 feet to a point crossing a rebar and cap at 3 feet. Said point being the home and place of beginning said property to contain 40.87 square feet of land be the same more or less. As will fully and at large appear upon reference to a survey prepared by John B. Roach Engineering, LLC dated June 8, 2017.

COPY

TMP #:1-35-14.20-200.00
PREPARED BY & RETURN TO:
FUQUA, WILLARD, STEVENS
And SCHAB, PA
26 The Circle
P.O. Box 250
Georgetown, DE 19947—TWG

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of August, 2017, by and between, hereafter, a THE TOWN OF GEORGETOWN, of 39 The Circle, Georgetown, Sussex County, Delaware, 19947 hereinafter referred to as the GRANTOR (PARCEL 200.00) and THE TOWN OF GEORGETOWN, of 37 The Circle, Georgetown, Sussex County, Delaware, 19947, hereinafter referred to as the GRANTEE (PARCEL 199.00).

WHEREAS, the GRANTOR is the owner of certain land located on the North East corner of The Circle and East Market Street, depicted in a drawing labeled “Access Easement Plan, Lands of the Town of Georgetown” as prepared by John B. Roach, Engineering, LLC, dated June 8, 2017 and recorded among the Land Records in the Office of the Recorder of Deeds in and for Sussex County, Georgetown, Delaware, in Plot Book _____, Page _____ (hereinafter the “PROPERTY”)

WHEREAS, the GRANTEE is desirous of obtaining a permanent easement over, under and across the GRANTOR’S land described in Exhibit “A” attached;

NOW THEREFORE WITNESSETH that in the consideration of One Dollar (\$1.00) and other good and valuable consideration the GRANTOR does by these presents grant, bargain, sell, convey and confirm unto the GRANTEE or its successors a PERMANENT EASEMENT as more fully described in said Exhibit “A” attached hereto, and made a part hereof, for any and all purposes including the right of the GRANTEE to ingress and egress across said premises;

FURTHER, the GRANTOR shall not use the easement area in any way which will interfere with or be detrimental to the present or future use of the easement area by the GRANTEE; and,

FURTHER, should this easement ever be abandoned by the GRANTEE or by mutual agreement, then this easement shall terminate, be null and void and will no longer encumber said land and such action shall be evidenced by a recorded release of easement.

IN WITNESS WHEREOF, the parties hereto have executed this EASEMENT AGREEMENT the day and year first above written.

WITNESS:

TOWN OF GEORGETOWN (199.00)

_____(SEAL)
By: MAYOR WILLIAM E. WEST

CORPORATE SEAL

ATTEST:

_____(SEAL)
ROBERT L. HOLSTON, JR., Secretary

WITNESS:

TOWN OF GEORGETOWN (200.000)

_____(SEAL)
By: MAYOR WILLIAM E. WEST

CORPORATE SEAL

ATTEST:

_____(SEAL)
ROBERT L. HOLSTON, JR., Secretary

EXHIBIT "A"

Parcel 200.00 Access Easement

ALL THAT CERTAIN lot, piece or parcel of land lying and being in Georgetown, Georgetown Hundred, Sussex County, Delaware, more particularly described as follows, to wit:

BEGINNING at a point located at the easterly right of way of The Circle within the Town of Georgetown. Said point being located 60.00 feet from the corner of The Circle and East Market Street and being a common corner of Parcel 200.00 and Parcel 199.00. Thence running in an easterly with a course of North 53° 15' 00" East, a distance of 70.00 feet with other lands now or formerly of the Town of Georgetown to a point, said point being a common corner of the lands of the Town of Georgetown and H. Edward Maull, Jr. and Margaret H. Maull. Thence turning and running in a southerly direction into the lands now or formerly of H. Edward Maull, Jr. and Margaret H. Maull with a course of South 36° 45' 00" East, a distance of 6.00 feet to a point, crossing over a rebar and cap at 3 feet. Thence turning and running in a westerly direction with the lands now or formerly of the Town of Georgetown with a course of South 53° 15' 00" East, a distance of 70.0 feet to a point. Thence turning and running in a northerly direction with The Circle and with a course of North 36° 45' 00" East, a distance of 6.00 feet to a point. Said point being the home and place of beginning said property to contain 460.87 square feet of land be the same more or less. As will fully and at large appear upon reference to a survey prepared by John B. Roach Engineering, LLC dated June 8, 2017.

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

This Employment Agreement Addendum is made and entered into this 26th day of July, 2017, (“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 FOUR

Compensation of Employee

The EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant hereto, on an annual base salary of \$114,451.00¹ covering the period June 1, 2017 to May 31, 2018.

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 26th day of July, 2017.

[Signature Page Follows]

¹ Current salary of \$112,097.00 adjusted for the December 31, 2016 Consumer Price Index (2.1%)

EMPLOYEE:

Attest:

Randall L. Hughes

EMPLOYER:

TOWN OF GEORGETOWN, DE

Attest:

William E. West
Mayor

Eugene S. Dvornick, Jr.
Town Manager

Engineered Tank Care Proposal for The Town of Georgetown Delaware

January 31, 2017



Table of Contents

SECTION		TAB
	Company History, Qualifications, References	1
II	Engineered Tank Care Service	2
III	Engineered Tank Care Schedule & Agreement	3
IV	Sample Certificate of Insurance	4





The Southern Corrosion Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

Engineered Tank Care™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

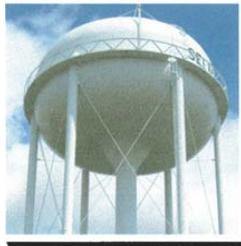
Nobody cares for tanks like we do.

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis



Southern Corrosion, Inc. • 738 Thelma Road • Roanoke Rapids, NC 27870

Key Staff



Jim Skilton
President

Jim Skilton has been Southern Corrosion's President since 1989, and part of the company's management team for almost 30 years. He is a certified NACE Level 1 coatings inspector, and earned the designation of Protective Coatings Specialist from the Society for Protective Coatings (SSPC). Jim earned a Bachelor of Science in Business Administration from the University of Delaware and a Masters Degree in Business Administration from Campbell University. As part of his work, Jim teaches Engineered Tank Care™ seminars and continuing education classes.



Elbert Bosolis
Co-Owner

Elbert Basalis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least 6 other complimentary industrial businesses, and the Co-Chairman of the Board of Yadville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey, and his North Carolina based offices.



Ed Soltis
Operations Manager

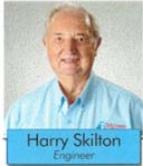
Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, painting and minor repairs. He has almost 30 years of experience in water tank maintenance, and has been Southern Corrosion's Manager of Operations since 2008.



Rich Skilton
An/C

Rich Skilton's expertise includes lead abatement for steel superstructures. He is the second generation of his family to work in the water tank maintenance business: his first job as a teenager was working on tanks. He attended the University of Delaware and is also one of our certified trainers in Engineered Tank Care™.

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Harry Skilton earned a Bachelor of Science in Civil Engineering from Drexel University, and is a Registered Professional Engineer in the states of New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Tennessee. He has extensive experience in the design, fabrication, and construction of steel tanks. Before becoming part of Southern Corrosion's engineering team, he worked for 10 years in the tank building industry and 41 years in the water tank maintenance industry.



Michael Douglas is a Professional Engineer licensed in North Carolina and Virginia. He has extensive experience with public water supply systems and drinking water regulation. His previous work includes overseeing more than 600 water systems in 16 counties as a Regional Engineer. Michael is a North Carolina State University graduate with a Bachelor of Science degree in Civil Engineering.



Frederick Gryckiewicz, is a North Carolina licensed Professional Engineer. He is a graduate of the University of Connecticut with a Bachelor of Science in Engineering. Before joining the Southern Corrosion team, Mr. Gryckiewicz worked in engineering management for 30 years.

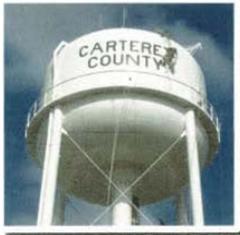
Office

Southern Corrosion, Inc.
738 Thelma Rd. Roanoke
Rapids, NC 27870
Phone: 800-828-0876
Fax: 252-535-3215
E-Mail: sci@tankcare.net
www.tankcare.net

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Engineered Tank Care Family Members

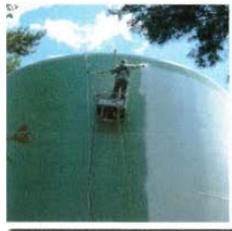


City of Milford, DE, 3 tanks, Steve Ellingsworth, 302-422-1110
 Town of Middletown, DE, 2 tanks, Morris Deputy, 302-378-9120
 Town of Dagsboro, DE, 1 tank, Cynthia Brought, 302-732-3777
 Town of Felton, DE, 1 tank, Rebecca Greene, 302-284-9365
 Town of Bethany Beach, DE, 1 tank, Ron Foreman, 302-537-0851
 Town of Frederica, DE, 1 tank, Dustan Russum, 302-335-5417
 Town of Hurlock, MD, 1 tank, Eric Barnhart, 410-943-4181
 Town of Ridgely, MD, 1 tank, David Crist, 410-634-2177
 Washington County, MD, 2 tanks, Rocky Bishop, 240-313-2608
 Scientist Cliffs Association, MD, 1 tank, Steve Dean, 410-474-3050
 Potomac Heights, MD, 1 tank, Kim Welsh, 301-743-3031
 Benedictine School, Ridgely, MD, 1 tank, Scott Evans, 410-634-2115
 Town of Berlin, MD, 2 tanks, Jane Krieter, 410-641-3845
 Town of Secretary, MD, 1 tank, BJ Gullion III, 443-786-4050
 Town of Williamsport, MD, 1 tank, Donnie Stotelmyer, 301-223-7711

Town of Trappe, MD, 1 tank, Steve Callahan, 410-443-0087
 Town of Denton, MD, 3 tanks, Mark Chandler, 410-479-5446
 Sherwood Forest Water Co., MD, 1 tank, Gretchen Mayr, 410-841-6300
 Perkasio Regional Authority, PA, 1 tank, Nicholas Fretz, 215-257-3654
 Downingtown Municipal Water Authority, PA, 2 tanks, David Busch, 610-269-5392
 Township of Falls Authority, PA, 2 tanks, Tim Hartman, 215-946-6062
 Borough of Chambersburg, PA, 1 tank, Travis Amsley, 717-261-3237
 Mountaintop Regional Water Authority, PA, 1 tank, Chris Barton, 814-360-6362
 Saxton Borough Municipal Authority, PA, 1 tank, Jamie Foster, 814-635-2363
 Franklinton, PA, 1 tank, Dick Blouch, 717-432-4047
 City of Emporia, VA, 4 tanks, Tommy Delbridge, 434-634-2544
 Town of Pennington Gap, VA, 2 tanks, Tina Rowe, 276-546-1177
 Amherst County, VA, 2 tanks, Dan French, 434-845-1605
 Town of Lawrenceville, VA, 4 tanks, CJ Dean, 434-848-2414
 Dickenson County, VA, 2 tanks, Ron Phillips, 276-835-1580
 Town of Bowling Green, VA, 4 tanks, Brock Taylor, 804-994-4054
 Woodberry Forest School, VA, 3 tanks, Gene Lewis, 540-672-6053
 River Ridge Assoc. VA, 1 tank, Cheryl Lilly, 434-636-5492
 Town of McKenney, VA, 1 tank, Winifred Coleman, 804-478-4621
 Town of Boydton, VA, 1 tank, Ray Smith, 434-738-6021
 Town of Farmville, VA, 5 tanks, Cathy, 434-392-8774
 City of Danville, VA, 10 tanks, Barry Dunkley, 434-799-6473
 Town of Cape Charles, VA, 1 tank, David Fauber, 757-331-3259 x17
 Amelia County, VA, 1 tank, Tom Harris, 804-561-3039
 Town of Kilmarnock, VA, 3 tanks, Tom Saunders, 804-435-1552, x 26
 Goochland County, VA, 3 tanks, Gerry Langfitt, 804-556-5836, x 2
 Town of Burkeville, VA, 1 tank, Joseph Morrisette, 434-767-4095
 Town of Exmore, VA, 1 tank, Arthur Miles, 757-442-3114
 James Madison's Mountpelier (VA), 2 tanks, John Jeanes, 540-672-2728 ext 321



Town of Rocky Mount, VA, 7 tanks, Bob Deitrich, 540-483-5747
 Brunswick County, VA, 1 tank, Joan Moore, 434-848-0248
 Stoney Creek Sainitary District, VA, 3 tanks, Rodney McClain, 540-459-7491
 Toms Brook Sanitary District, VA, 2 tanks, Rodney McClain, 540-459-7491
 Halifax County, VA, 7 tanks, Mark Estes, 434-575-4240
 Southwest Virginia Regional Jail, VA, 1 tank, Jason Tuggle, 276-739-3520 Ext. 1018
 Town of Wakefield, VA, 1 tank, C. Winston Britt, 757-899-2361
 Town of Chase City, VA, 2 tanks, Jeff Gurley, 434-372-5136
 Town of Mount Olive, NC, 4 tanks, Deems Blanton, 919-738-1025
 Brunswick County, NC, 8 tanks, Ronald Moore, 910-253-2655
 Town of Warrenton, NC, 3 tanks, John Freeman: 252-257-3315
 Halifax County, NC, 9 tanks, Gwen Matthews, 252-583-1451
 Town of Littleton, NC, 1 tank, Shelia Taylor: 252-586-2709
 Town of Kure Beach, NC, 2 tanks, Sonny Becker: 910-458-8216
 Town of Creedmoor, NC, 2 tanks, Steve Colinda, 919-528-3332 Ext 117
 Town of Ahoskie, NC, 2 tanks, Kirk Rogers: 252-287-7077
 Town of Weldon, NC, 2 tanks, Jeff Elks, 252-536-3478
 Town of Oak Island, NC, 4 tanks, David Kelly, 910-278-5011
 West Carteret Water Corp (NC), 5 tanks, Lisa Smith-Perri: 252-393-1515
 Town of Tabor City, NC, 1 tank, Al Leonard, 910-653-3458
 Town of Atlantic Beach, NC, 2 tanks, Marc Schulze, 252-726-1366
 Wayne County Sanitary Districts (NC), 12 tanks, Joey Threewitts, 919-731-2310
 Warren County, NC, 7 tanks, Macon Robertson, 252-257-1854
 Town of Selma, NC, 4 tanks, Gerald Lanier, 919-965-2244
 Southern Wayne Sanitary District (NC), 4 tanks, Mike Garris, 919-731-2520
 Town of Hillsborough, NC, 4 tanks, Ken Keel, 919-732-1270 ext. 75
 Town of Norlina, NC, 1 tank, Blaine Reese, 252-456-3325
 Town of Southport, NC, 1 tank Ralph Caldwell, 910-457-7936
 Martin County, NC, 4 tanks, Ed Warren, 252-799-7310
 Town of Turkey, NC, 1 tank, Sarah White, 910-592-7273
 Town of Wingate, NC, 1 tank, Dryw Blanchard, 704-233-4411
 Hertford County, NC, 5 tanks, Mike Bradley, 252-358-7867
 Town of Smithfield, NC, 3 tanks, Danny Baker, 919-796-9530
 Town of Beulaville, NC, 1 tank, Lori Williams, 910-298-4647
 Cape Fear PUA, NC 7 tanks, John Malone, 910-332-6643
 Town of Williamston, NC, 5 tanks, Kerry Spivey, 252-792-1024
 Town of Franklinton, NC, 2 tanks, Tammy Ray, 919-494-2218
 City of Clinton, NC, 6 tanks, Travis Anderson, 910-592-1961 or 910-214-5437



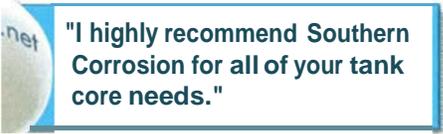
**"Southern Corrosion's instructors
 are knowledgeable, experienced,
 and teach an excellent course."**

Ken Griffin
 Director of Public Utilities
 Smithfield, NC

Bell Arthur Water Corp, NC, 5 Tanks, Ed House, 252-752-6252
 Town of Liberty, NC, 3 tanks, Roger Davis, 336-622-4276
 Town of Cameron, NC, 1 tank, Davis Reynolds, 910-245-3212

Town of Pilot Mountain, NC, 3 tanks, Homer Dearman, 336-368-2247 ext 204
 Camden County, NC, 2 tanks, David Cradle, 252-207-6874
 Town of Pine Knoll Shores, NC, 2 tanks, Ernie Randolph, 252-247-4353
 Town of Fairmont, NC, 2 tanks, Johnny Britt, 910-628-0064
 Carteret County, NC, 2 tanks, Tony Cahoon, 252-728-6592
 Energy United Water (NC), 5 tanks, Rod Watts, 740-585-6518
 Town of Seaboard, NC, 1 tank, Joe Barnes, 252-589-5061
 Town of Lake Lure, NC, 1 tank, Tony Hennessee, 828-625-9983
 Town of Castalia, NC, 1 tank, Angie Elliot, 252-459-3668
 Town of Windsor, NC, 1 tank, William Coburn, 252-794-3121
 Stokes County Schools (NC), 6 tanks, Ricky Goins, 336-591-4282
 Town of Aurora, NC, 1 tank, Terry Groome, 252-322-5208
 Village of Walnut Creek, NC, 1 tank, Louis Cook, 919-778-9687

...VI-tankcare



Louise Cole
 Mayor
 Okolona, MS

Town of Columbia, NC, 1 tank, Rhett White, 252-796-2781
 Town of Greenevers, NC, 1 tank, Emma Brinson, 910-289-3078
 Town of Saratoga, NC, 1 tank, Tommy Hawkins, 252-238-3487
 Town of Harrellsville, NC, 1 tank, Dina White 252-358-4499
 South Mills Water Association, NC, 4 tanks, Wayne Raper, 252-771-5620
 Town of Hookerton, NC, 1 tank, Bobby Taylor 252-747-2201
 Town of Jackson, NC, 1 tank, Jim Gossip 252-534-3811
 Town of Wadesboro, NC, 1 tank, Hugh James 704-694-5171
 Town of Winton, NC, 1 tank, Carl Pierce, 252-358-9271
 City of Mount Airy, NC, 4 tanks, Martin Semones, 336-786-3595
 Cape Fear PUA, 3 tanks, Mike Richardson, 910-332-6542
 City of Henderson, NC, 2 tanks, Frank Frazier, 252-431-6026
 Kerr Lake Regional Water, 1 tank, Christy Lipscomb, 252-438-2141
 Town of Beaufort, NC, 2 tanks, Frank Sansome, 252-728-2130
 Town of Sharpsburg, NC, 2 tanks, Bo Smith, 252-446-7876
 Bladen County, NC, 7 tanks, Randy Gardner, 910-862-6996
 Town of Old Fort, NC, 4 tanks, Tony Webb, 828-668-4244
 Chowan County, NC, 4 tanks, Nick Lories, 252-482-7477



Town of Fremont, NC, 1 tank, Kerry McDuffie, 919-242-6113
 City of Mocksville, NC, 3 tanks, Jeff Bean, 336-751-2635
 Town of Elm City, NC, 1 tank, Jonathan Russell, 252-236-4917
 Union Utilities, NC, 1 tank, James Cannette, 252-358-1447
 Town of Powellsville, NC, 1 tank, Tom Asbell, 252-332-5933
 Town of Harkers Island, NC, 1 tank, James Nelson, 252-723-3118
 City of Elizabeth City, NC, 3 tanks, Paul Fredette, 252-337-6628
 Town of East Arcadia, NC, 1 tank, Willie Dixon, 910-655-4388

Town of Robersonville, NC, 2 tanks, Elizabeth Jenkins, 252-508-0311
 Town of Laurel Park, NC, 8 tanks, Jim Ball, 828-693-4840
 City of Lenoir, NC, 9 tanks, Radford Thomas, 828-757-2219
 Perquimans County, NC, 5 tanks, Frank Heath, 252-426-8484
 Piedmont Triad Water, NC, 4 tanks, Gregory Flory, 336-498-5510
 Northampton County, NC, 15 tanks, Leneau Pope, 252-534-6341
 Fairway Ridge Water Association, NC, 1 tank, Phillip Shepherd, 336-877-4716
 Bertie County, NC, 4 tanks, Ricky Spivey, 252-794-4427
 Town of Norwood, NC, 2 tanks, Dwight Smith, 704-474-3416
 Town of Taylorsville, NC, 2 tanks, David Odom, 828-632-2218
 Town of Aulander, NC, 1 tank, Johnna Browne, 252-345-3541
 Town of Marshville, NC, 1 tank, Bivens Steel, 704-624-2515
 Nash County, NC, 3 tanks, Derek Hawkes, 252-462-2613
 City of Graham, NC, 1 tank, Victor Quick, 336-570-6721
 Town of Green Level, NC, 1 tank, Daniel Gerald, 336-578-3443
 Town of Warsaw, NC, 2 tanks, Shawn Condon, 910-293-7814
 Town of Middlesex, NC, 1 tank, Luther Lewis, 252-235-5761
 City of Folly Beach, SC, 1 tank, Stephen Robinson, 843-588-2447
 Town of Lockhart, SC, 1 tank, Hugh Gregory, 864-251-4000
 Brown's Creek Water Assoc., SC, 2 tanks, Jimmy Teaster, 864-545-2350
 Town of Jackson, SC, 3 tanks, Donnie Cooper, 803-295-1282
 Southside Rural Water, SC, 1 tank, Brad Owen, 864-843-3440
 Town of Salem, SC, 2 tanks, Ryan Hardin, 864-944-2819
 Valley Public Service Authority, SC, 6 tanks, Calvin Smith, 803-593-2053
 City of Lancaster, SC, 3 tanks, Jerry Crockett, 803-285-9431
 Crab Orchard Utility District, TN, 9 tanks, Everett Bolin, 931-484-6987
 Town of Spring City, TN, 2 tanks, Woody Evans, 423-365-6441
 Town of Spencer, TN, 3 tanks, Jason Hale, 931-235-7758
 Mountain Water District, Pikeville, KY, 39 tanks, Grondal Potter, 506-631-9172
 City of Burgin, KY, 1 tank, George Hensley, 859-748-5220
 City Point Water, Plantersville, MS, 2 tanks, David Payne, 662-321-6950
 Adams County, MS, 10 tanks, Ken Herring, 601-446-6616
 Magee's Creek Water, Tylertown, MS, 8 tanks, Travis Marbury, 601-303-7067
 City of Fulton, MS, 9 tanks, Paul Walker, 662-862-4929
 City of Ecu, MS, 3 tanks, Gable Todd, 662-489-3881
 Town of Nettleton, MS, 3 tanks, Randy Parchman, 662-871-2300



**"Southern Corrosion is great
to work with and does a great job."**

Rusfy Hayes
 Water Operations Superintendent
 Croven County, NC

City of Verona, MS, 2 tanks, Bobby Williams 662-566-2211
 City of Okolona, MS, 3 tanks, Harold Jolly, 662-447-5761
 Algoma Water Association, MS, 4 tanks, Ricky Jagers, 662-419-1105
 Lexie Water Association, MS, 5 tanks, Cathy Mitchell, 601-814-0998
 Friendship Community Water, MS, 2 tanks, Jeff Brown, 601-810-0169

East Pike Water Assoc., MS, 2 tanks, Jeff Brown, 601-810-0169
Town of Plantersville, MS, 2 tanks, Terry Roberts, 662-321-3775
Town of Falkner, MS, 15 tanks, Randall MisKelly, 662-837-4940
City of Ripley, MS, 7 tanks, Ricky Martin, 662-587-1058
East Pontotoc Water Association, MS, 3 tanks, Pistol Russell, 662-489-9638
Improve Water Association, MS, 2 tanks, Tony Thomas, 601-303-2156
Town of Mize, MS, 1 tank, Pam Holder, 601-733-2221
City of Olive Branch, MS, 16 tanks, Scott Phillips, 662-892-9200
City of Fayetteville, GA, 1 tank, Rick Eastin, 770-460-4258
City of Riceboro, GA, 2 tanks, Bill Austin, 912-884-2986
City of Winder, GA, 1 tank, Roger Wilhelm, 678-409-2313
City of Richmond Hill, GA, 1 tank, Mike Melton, 912-756-3345
City of Villa Rica, GA, 4 tanks, Richard Reid, 770-550-6084
Town of Leslie, GA, 1 tank, Jessie Rees, 229-874-1259
City of Attalla, AL, 5 tanks, Jesse Costello, 256-504-7368
Barrow County, GA, 3 tanks, Clint Cannon, 770-307-3014
Boaz Water & Sewer Board, Boaz, AL, 9 tanks, Steve Clemmons, 256-593-4711
Highland Water Authority, AL, 6 tanks, Clayton Whitworth, 256-546-1751
Town of Bowling Green, FL, 2 tanks, Jerry Conerly, 863-375-2255
City of Wauchula, FL, 2 tanks, Andy Maddox, 863-781-1976



"We are quite pleased with how quickly Southern Corrosion responds."

Macon Robertson
Director of Public Utilities
Watren County, NC



Engineered Tank Care Service

Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tanks and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tanks, or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tanks is/are equipped with cathodic protection, and you request this to be included in the service.

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

The service premium quoted covers:

- 1) Emergency Service
- 2) Regularly scheduled interior washouts when applicable.
- 3) All interior & exterior cleaning, painting, and repairs.
- 4) Maintenance and upkeep of the tank.
- 5) Planning & budgeting for both short-term & long-term maintenance needs.

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Insurance

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. **For you further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost.** Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

Visual and Washout Inspections

Tanks will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gages, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the **rate of deterioration of the coating system**, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

Corrosion Protection & Painting

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

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Repairs

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

Emergency Response

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

Aesthetics

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement, or can be added to the service.

Safety

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

Graffiti

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.

Future Antenna Installation

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tanks and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

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Existing Conditions

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

Electrical and Antenna Transmission Hazards

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

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Engineered Tank Care Schedule

Date: January 31, 2017
Customer: Town of Georgetown, DE
Tanks: 125,000 Gallon Standard Elevated Del Tech Tank
250,000 Gallon Elevated Spheroid Lynch's Lane Tank

Year 1-2017

125,000 Gallon Standard Elevated Del Tech Tank

1) Visual inspection and repairs uncovered through inspection.

2) Repaint Exterior:

- a) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b) Clean all rusted areas using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
- c) Apply one (1) full coat of Sherwin Williams Macropoxy 920 Preprime to all exterior surfaces at 1.0 to 1.5 mils dry film thickness.
- d) Apply a prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- e) Apply two (2) full finish coats of an acrylic coating to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- f) Reapply the sign as it currently appears.

3) Repairs & Modifications:

- a) Extend the overflow pipe to grade.
- b) Permanently attach the revolving roof ladder.
- c) Secure the roof FAA light.
- d) Attach the unsecured conduit traveling behind the column ladder to the ladder standoffs.
- e) Replace the safety cable guides on the column ladder.
- f) Trim the excess safety cable from the roof ladder safety cable.
- g) Remove and replace the roof vent screens.
- h) Provide and install a new safety cable system to the interior wet area ladder.
- i) Clean all rusted areas on the interior wet area ladder using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Apply one coat of Aquatapoxy to all bare metal surfaces.

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4) Wash Out tank interior:

- a) Wash out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b) All debris will be removed from the tank and piled adjacent to the shell manway. Disposal of the debris will be the responsibility of others.
- c) Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

5) Inspection Report.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

1) Visual inspection and repairs uncovered through inspection.

2) Repaint Exterior:

- a) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b) Clean all rusted areas using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
- c) Apply a prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d) Apply two (2) full finish coats of an acrylic coating to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- e) Reapply the signs as they currently appear.

3) Touch up paint Interior Dry area:

- a) Pressure wash all interior dry surfaces using 4,000 psi pressure washers or higher.
- b) Clean all rusted areas using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
- c) Apply two (2) coats of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.

4) Repairs & Modifications:

- a) Provide and install two (2) nuts and bolts to the fixed lid roof hatch.
- b) Remove and replace the roof vent screen.

Year 2-2018

125,000 Gallon Standard Elevated Del Tech Tank

1) Visual inspection and repairs uncovered through inspection.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

1) Visual inspection and repairs uncovered through inspection.

2) Wash Out tank Interior Wet area:

- a) Wash out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b) All debris will be removed from the tank and piled adjacent to the shell manway. Disposal of the debris will be the responsibility of others.
- c) Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

3) Repairs & Modifications:

- a) Clean all rusted areas on the interior wet area ladder using hand and power tools in accordance with SSPC surface preparation methods #2 & #3. Apply one coat of Aquatapoxy to all bare metal surfaces.
- b) Provide and install a new safety cable system to the interior wet area ladder.

4) Inspection Report.

Year 3-2019

125,000 Gallon Standard Elevated Del Tech Tank

- 1) Visual inspection and repairs uncovered through inspection.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

- 1) Visual inspection and repairs uncovered through inspection.

Year 4-2020

125,000 Gallon Standard Elevated Del Tech Tank

- 1) Visual inspection and repairs uncovered through inspection.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

- 1) Visual inspection and repairs uncovered through inspection.

Year 5- 2021

125,000 Gallon Standard Elevated Del Tech Tank

- 1) Visual inspection and repairs uncovered through inspection.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

1) Visual inspection and repairs uncovered through inspection.

Year 6-2022

125,000 Gallon Standard Elevated Del Tech Tank

1) Visual inspection and repairs uncovered through inspection.

2) Repaint Interior:

- a) Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b) Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4 to 5 mils dry film thickness.
- c) Apply a "stripe coat" of epoxy that is NSF approved for contact with potable water to all ladders and weld seams, applied using paint brushes and rollers at 2 to 3 mils dry film thickness.
- d) Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4 to 5 mils dry film thickness.
- e) Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP method.
- g) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.
- h) Sterilize tank interior using AWWA Disinfection Method #2, spray method.

3) Inspection Report.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

1) Visual inspection and repairs uncovered through inspection.

Year 7-2023

125,000 Gallon Standard Elevated Del Tech Tank

1) Visual inspection and repairs uncovered through inspection.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

1) Visual inspection and repairs uncovered through inspection.

2) Repaint Interior Wet Area:

- a) Abrasive blast all rusted interior wet surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior wet surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b) Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior wet surfaces at 4 to 5 mils dry film thickness.
- c) Apply a "stripe coat" of epoxy that is NSF approved for contact with potable water to all ladders and weld seams, applied using paint brushes and rollers at 2 to 3 mils dry film thickness.
- d) Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior wet surfaces at 4 to 5 mils dry film thickness.
- e) Caulk all unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP method.
- g) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.
- h) Sterilize tank interior using AVVWA Disinfection Method #2, spray method.

3) Repaint Interior Dry Area:

- a) Abrasive blast all rusted interior dry surfaces to bare metal in accordance with SSPC surface preparation method #6, commercial blast. Abrasive blast all remaining interior dry steel surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b) Apply a full prime coat of epoxy to all interior dry steel surfaces at 4 to 5 mils dry film thickness.
- c) Apply a full finish coat of epoxy to all interior dry steel surfaces at 4 to 5 mils dry film thickness.
- d) Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP method.
- e) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

4) Inspection Report.

Year 8-2024

125,000 Gallon Standard Elevated Del Tech Tank

1) Visual inspection and repairs uncovered through inspection.

Southern Corrosion, Inc. • 738 Thelma Road • Roanoke Rapids, NC 27870

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

- 1) Visual inspection and repairs uncovered through inspection.

Year 9-2025

125,000 Gallon Standard Elevated Del Tech Tank

- 1) Visual inspection and repairs uncovered through inspection.

2) Repaint Exterior:

- a) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b) Clean all rusted areas using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
- c) Apply a prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d) Apply two (2) full finish coats of an acrylic coating to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- e) Reapply the sign as it currently appears.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

- 1) Visual inspection and repairs uncovered through inspection.

2) Repaint Exterior:

- a) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b) Clean all rusted areas using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
- c) Apply a prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d) Apply two (2) full finish coats of an acrylic coating to all exterior surfaces at 1.5 to 2.5 mils dry film thickness per coat.
- e) Reapply the signs as they currently appear.

Year 10-2026

125,000 Gallon Standard Elevated Del Tech Tank

- 1) Visual inspection and repairs uncovered through inspection.

250,000 Gallon Elevated Spheroid Lynch's Lane Tank

- 1) Visual inspection and repairs uncovered through inspection.

Southern Corrosion, Inc. • 738 Thelma Road • Roanoke Rapids, NC 27870

Schedule Continuation

Service may be continued, after Year 10 of this Agreement, upon mutual written consent of the parties, entered into no later than 6 months prior to the expiration date of this agreement, upon which event a new written Service Agreement will be entered into at that time. The Town reserves the right, prior to expiration of this Agreement, to procure competitive bidding for future tank care services (professional services), as may be required by law or as may be deemed necessary by the Town.

~~The tanks will be visually inspected every year. The tank interiors will be washed out at 5-year intervals and an inspection report provided, until 15 years has elapsed from the last time the interior was recoated. The tank interiors will be recoated at 15-year intervals. The tank exteriors will be recoated at 8-year intervals.~~

~~After Year 10~~

~~125,000 Gallon Standard Elevated Del Tech Tank~~

~~The next wash out & report is scheduled for Year 11 of the Service (Year 2027), the next repainting of the tank exterior is scheduled for Year 17 of the Service (Year 2033), and the next repainting of the tank interior is scheduled for Year 21 of the Service (2037).~~

~~250,000 Gallon Elevated Spheroid Lynch's Lane Tank~~

~~The next wash out of the interior wet area & report is scheduled for Year 12 of the Service (Year 2028), the next repainting of the tank exterior is scheduled for Year 17 of the Service (Year 2033), and the next repainting of the tank interior wet and interior dry areas are scheduled for Year 22 of the Service (2038).~~

~~At no time does the service include the complete abrasive blasting of the exterior of the tank nor the pressure washing of the tank exterior as a stand-alone item apart from surface preparation for painting.~~

Pricing & Terms

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic. The procurement of any permits required by the State of Delaware or any other governmental body or agency will be the responsibility of the Owner.

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$29,664.00 per year. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous contract year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for contract Year 1). Due to the much greater value of the services provided by Southern Corrosion during the first 9 years of the contract compared with the annual premium charged, additional payments will be due if the service is cancelled prior to the following years of the service. The following payments ("Penalty Fees") are due upon notice of cancellation:

If the 2nd Year of the service is cancelled, an additional payment of \$81,046 is due.
If the 3rd Year of the service is cancelled, an additional payment of \$62,692 is due.
If the 4th Year of the service is cancelled, an additional payment of \$37,648 is due. If the 5th Year of the service is cancelled, an additional payment of \$11,351 is due.
If the 6th or 7th Year of the service is cancelled NO additional payment is due.
-If the 8th Year of the service is cancelled, an additional payment of \$14,525 is due.
If the 9th Year of the service is cancelled NO additional payment is due.
If the 10th Year of the service is cancelled, an additional payment of \$26,828 is due.

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Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. Penalty Fees are not cumulative: a single Penalty Fees is assessed based upon the year of service which is cancelled.

-The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Annual premiums can be structured monthly, quarterly, semiannually or annually. Pick terms that best suit your needs. Premiums quoted are firm for 60 days.



Engineered Tank Care Agreement

This Agreement made and entered into as of the Effective Date: _____, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Gerorgetown, Delaware (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as the 125,000 Gallon Standard Elevated Del Tech Tank and the 250,000 Gallon Elevated Spheroid Lynch's Lane Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent(15%) of said amount due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Georgetown
39 The Circle
Georgetown, DE 19947

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

Asst. Secretary

BY: _____
President

(Corporate Seal)

ATTEST:

TOWN OF GEORGETOWN, DELAWARE

BY: _____



CERTIFICATE OF LIABILITY INSURANCE

SOUTH-S OP 10-AS

DATE(MMDDYYYY)
03/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wideman & Company, Inc. 70 Tanner Street Haddonfield, NJ 08033 Miles Curtis Dumbleton	21cT Maryann Heiser
	Edt: 856-428-0939 No: 856-429-7439 Address: maryann.heiser@wideman.com
INSURED Southern Corrosion, Inc. 738 Thelma Road Roanoke Rapids, NC 27870	INSURER(S) AFFORDING COVERAGE
	INSURER A: Ohio Security Insurance Co
	INSURER B: American Interstate Ins Co
	INSURER C: Everest Indemnity Insurance Co
	INSURER D: Colony Insurance Co
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	NO	POLICY NUMBER	MYMV	%YV	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Pollution <input checked="" type="checkbox"/> Professional - CM		EF4ML04012161	03/03/2016	03/03/2017	EACH OCCURRENCE \$ 1,000,000 (via 6-ence) \$ 100,000
			EF4ML04012161	03/03/2016	03/03/2017	MED EXP (Any one person) \$ 5,000
			EF4ML04012161	03/03/2016	03/03/2017	PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
I	<input type="checkbox"/> POLICY LOG OTHER: <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		BAS55366158	03/03/2016	03/03/2017	PRODUCTS-COMP/OP AGG \$ 2,000,000 (E d TRINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ IP ? c J. nBAMAMAGE \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB		EF4C100464161	03/03/2016	03/03/2017	EACH OCCURRENCE \$ 4,000,00C AGGREGATE \$ 4,000,00C
B	<input checked="" type="checkbox"/> RETENTION \$ 10000 WORKERS COMPENSATION AND EMPLOYERS LIABILITY					X \$ STATUTE \$ 10000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AVWCNC2475072016	03/03/2016	03/03/2017	E.L EACH ACCIDENT 1,000,00C E.L DISEASE-EA EMPLOYEE \$ 1,000,00C E.L DISEASE-POLICY LIMIT \$ 1,000,00F
D	Excess of Evanston Excess Liability		EX0301257	03/03/2016	03/03/2017	Ea Occurr \$3,000,00C Aggregate \$5,000,00C

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
SAMPL-1	"SAMPLE CERTIFICATE" "SAMPLE"

CERTIFICATE" "SAMPLE
CERTIFICATE"
"SAMPLE CERTIFICATE" "SAMPLE"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Miles Curtis Dumbleton

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ACORD 25 (2014101)

The ACORD name and logo are registered marks of ACORD



Engineered Tank Care Agreement

This Agreement made and entered into as of the Effective Date: _____, by and between SOUTHERN CORROSION ,INC., a North Carolina corporation, having its principle office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the Town of Georgetown, Delaware (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as the 125,000 Gallon Standard Elevated Del Tech Tank and the 250,000 Gallon Elevated Spheroid Lynch's Lane Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months, for up to a total of 10 years (120 months) of service, each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement, ~~and all costs of collection including a reasonable attorney's fee of fifteen percent (15%) of said amount due Southern Corrosion.~~

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

~~This Agreement may be terminated/canceled by Owner at any time for any reason; however, Owner shall be subject to any applicable Penalty Fee, as set forth in this Agreement, based upon the Year of Service for which the cancelation is effective.~~

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8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Georgetown
39 The Circle
Georgetown, DE 19947

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

Asst. Secretary

BY: _____
President

(Corporate Seal)

ATTEST:

TOWN OF GEORGETOWN, DELAWARE

BY: _____

TOWN MANAGERS REPORT

August 9, 2017

Condemned Property Update

- 203 East North Street – structure removed and site graded
- 129 East Pine Street – Final notice to produce Engineer Letter sent on August 2 – 10 days to respond or the Town will raze the structure
- 101 Brittingham Lane – Earlier today the third of three meetings had been scheduled with the CE Officer – the property owner was a no show. Temporary Building Permit valid until August 31, 2017.

North Bedford Street & Bridgeville Road

The Town received comments back from DelDOT regarding the design for the two (2) islands at the intersection of Bridgeville Road and North Bedford Street. The initial selection of plants and use of stone are not acceptable within DelDOT Right-of-way. A revised drawing with new plants and shredded hardwood mulch has been submitted for review and approval.

World War II Plaque

The Town was approached after the installation of the World War I Memorial regarding a missing name on the World War II Memorial. An estimate of \$950.00 has been received from William V. Sipple & Sons to add the name to an existing plaque. Time required to make the revision is 9 to 12 weeks.

Pleasure of the Mayor & Council

FY 2018 Municipal Street Aid

The Town received \$142,780.53 for Municipal Street Aid for FY 2018. This is \$42,780 more than what we budgeted (\$100,000).

120 West Market Street

The meeting with the property owner, Sussex Tree, and the Code Enforcement Officer took place on July 19. Trimming and tree removal as outlined by Sussex Tree is scheduled for mid-August.

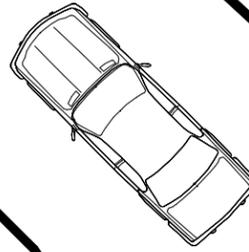
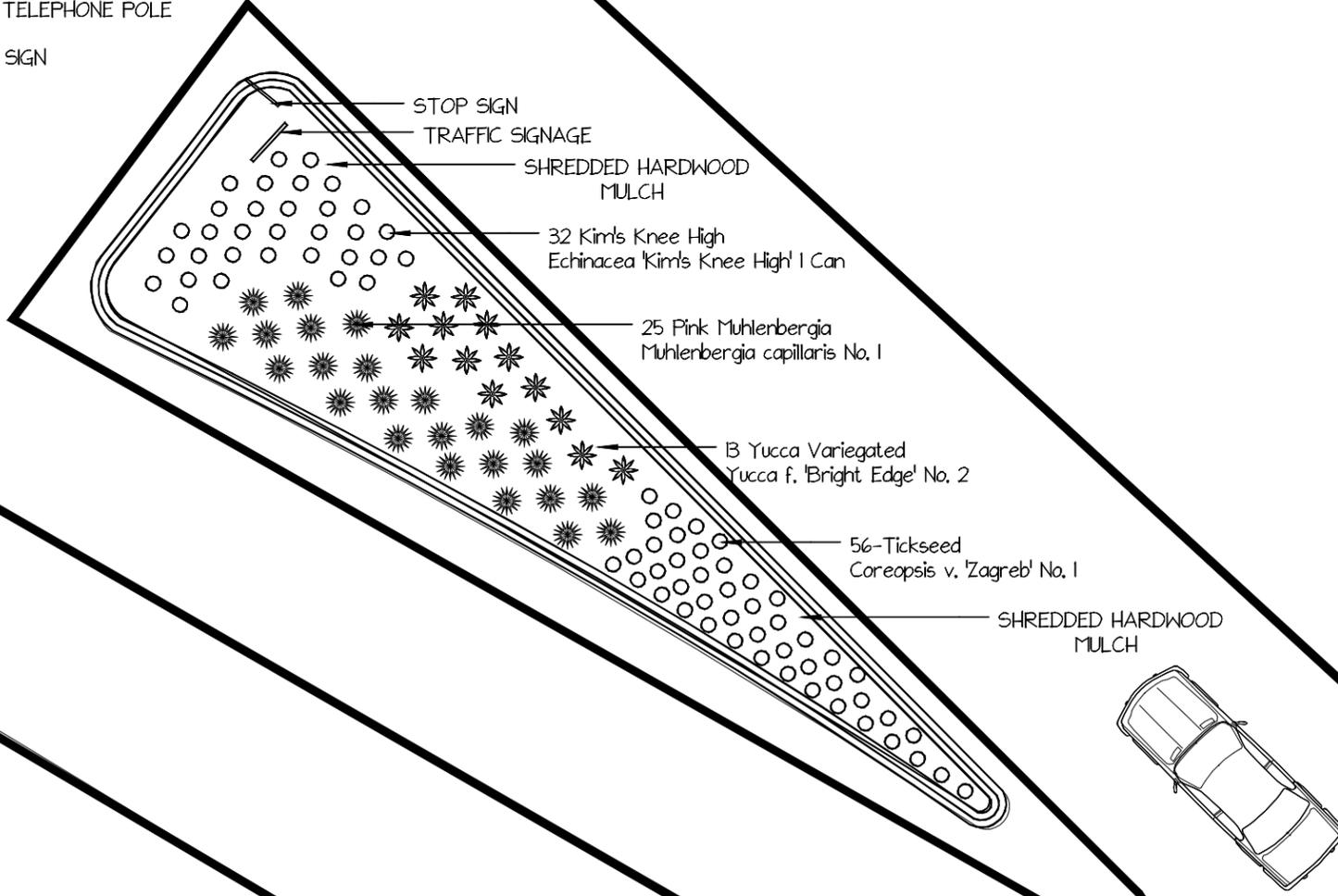
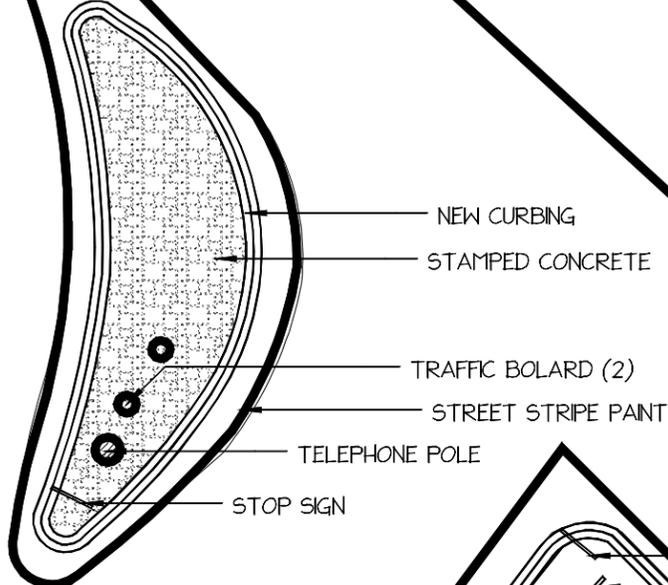
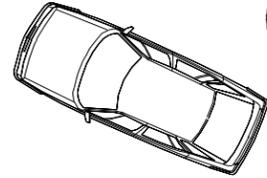
Miscellaneous

- Little League World Series Championship Parade is planned for Sunday, August 13 at 5:00 PM followed by a ceremony at the Little League Field.
- New Police Officer Swearing in – Monday, August 14, 9:30 AM – Court of Common Pleas
- Upcoming Events:
 - **No Sussex County Association of Towns or Delaware League of Local Governments until September**

Reviewed by Town Solicitor



NOTES: NATIVE PLANT INSTALLATION
 REMOVE EXISTING PLANTINGS
 INSTALL NEW CURBING, TRAFFIC BOLLARDS & STAMPED CONCRETE
 PLANT AS DESIGNED PER BELLA TERRA LANDSCAPES 6/30/17, REV 8/8/17
 MULCH WITH SHREDDED HARDWOOD ON WEED BARRIER FABRIC



BELLA TERRA LANDSCAPES
 13482 SPICER RD
 ELLENDALE DE 19941

TOWN OF GEORGETOWN, DE
 RT 18 & NORTH BEDFORD STREET

SCALE 1" = 10'
 DATE 6/30/17
 DRAWING # DESIGN PHASE

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**Town Council Meeting
August 9, 2017
Public Works**

The water plant is flowing an average of 800,000 GPD. To supply the Town. King Street water plant has to switch to liquid chlorine the tablets are not holding its strength through the system. With the two updated water plants, we have tripled our volume to supply the town. With everything fully generated if we have a power loss.

**Grass cutting and park maintenance as well as streets and street signage is ongoing.
King Street playground has been re-mulched
We replaced the chains on the swing sets at north Bedford Park. We have repaired the fence at Wilson Park again and the men will start using the push mower around the fence for now on to prevent damage to the fence again.**