



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, October 9, 2019

Location: Town Hall, 39 The Circle, Georgetown, DE 19947

Time: 6:45 PM Executive Session

Regular Meeting Immediately Following Executive Session

6:45 PM EXECUTIVE SESSION

Mayor and Council will meet in Executive Session, pursuant to 29 Del. C. §10004, for the purpose(s) of:

A. Strategy sessions, including advice or opinion from an attorney at law, regarding (1) collective bargaining, and (2) pending or potential litigation and records relating thereto. 29 Del. C. §10004(b)(4); (b)(6)

B. Personnel matters in which the names, competency and abilities of individual employees are discussed. 29 Del. C. §10004(b)(9)

C. Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property. 29 Del. C. §10004(b)(2)

REGULAR MEETING IMMEDIATELY FOLLOWING EXECUTIVE SESSION

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF SEPTEMBER 25, 2019 TOWN COUNCIL MINUTES

A.

5. FISCAL YEAR 2019 AUDIT PRESENTATION

A. Management Letter & Financial Statements

6. POSSIBLE VOTE ON ITEM(S) DISCUSSED IN EXECUTIVE SESSION

7. BOARD OF ADJUSTMENT APPOINTMENT

3 A. Letter of Interest - Thomas Baker
[BOA Letter of Interest - Thomas Baker](#)

8. INFRASTRUCTURE ACCEPTANCE - UNIVERSITY DRIVE - PHASE 1 (WATER, SEWER, STORM WATER)

4 - A. Supporting Documentation
18 [Bill of Sale for Water and Sewer Mains](#)
[Deed & Transfer Affidavits](#)
[Maintenance Bond Phase 1 - University Drive and Associated Infrastructure](#)

9. 1ST READING OF ORDINANCE

- 19 - A. Ordinance #2019-06 Modification to Vacation Payout Policy
20 [Ordinance 2019-06 Revision to Chapter 29 - Personnel \(Vacation\) \(Final\)](#)

10. DEPARTMENTAL REPORTS

- 21 - A. Town Manager - Gene Dvornick
22 [Town Manager Report - 2019-10-09](#)

11. PUBLIC COMMENT

12. ADJOURNMENT

The agenda items as listed may not be considered in sequence. This agenda is subject to change, at or before the meeting, to include the addition or deletion of items, including executive sessions. Persons requiring special accommodations to attend this meeting should contact the Town Office in writing 72 hours in advance of the meeting, stating their needs in order to have them addressed under the requirements of the American with Disabilities Act (ADA).

10/1/2019

To whom it concerns:

My name is I. Thomas Baker and I am applying for the open position on the Board of Adjustment. I was born in November 1946 and lived in Ellendale until I was 18 years old and joined the Navy.

I presently live at 300 Nancy Street Georgetown Delaware. I joined the Navy in 1965 and went to boot camp at Great Lakes. I was married to Lana Pittard in 1968 in Charleston South Carolina.

I was honorably discharged in 1972 and at that time came to Georgetown to live.

I began work with Sussex County Council in August 1974. My first position was with the Engineering Department performing drafting services. After several months I was transferred to the Assistant County Administrator's office performing such items as project inspection, project approval and other engineering projects other than county sewer and water which was retained by the County Engineering Department.

After a period of time I returned to the engineering department and served as chief of Operations and Maintenance for all of Sussex County's Water and Sewer districts as well as wastewater treatment.

In 1990 my title was changed to project coordinator in which I performed plan review and approval for all of the sewer and water design and construction plans submitted and performed by developers. During the latter part of this time Public Works and Private Roads was included in the plan review and approval process.

Approximately in 1996 my title was changed to Director of Public Works. In this position all sewer design, review and inspection was performed under my jurisdiction.

I feel that with the 34 years of experience with Sussex County that I have sufficient background and knowledge to provide a benefit on the Board of Adjustment.

Thank you for your consideration and review of my desire to be of some help to the town of Georgetown.


I. Thomas Baker



Tax Parcel No: 1-35-14.00-35.11 (Portion)

Prepared by and Return To:
Morris James LLP
P.O. Box 2306
Wilmington, DE 19899
File No: 125398-0002

BILL OF SALE FOR WATER, SEWER AND STORM SEWER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **SUSSEX ENTERTAINMENT ENTERPRISES, L.L.C.**, a Delaware limited liability company, party of the first part, for the sum of One Dollar (\$1.00) lawful money of the United States of America, to it in hand paid, and for other good and valuable consideration given by **THE TOWN OF GEORGETOWN**, a municipal corporation of the State of Delaware, party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, delivered, and assigned and by these presents does grant, bargain, sell, transfer, deliver, and assign unto **THE TOWN OF GEORGETOWN**, all of its right, title and interest in and to all water and sewer and storm sewer mains and all related facilities, including but not limited to all distribution lines and transmission lines, valves, fire hydrants and other appurtenances of said lines whatsoever, (but excluding any service lines leading from any sewer pipeline or main or any water pipeline or main to any individual unit or units), as more particularly set forth on the “Shops of College Park “Utility As-Built” Plan, Station 0+00 to 0+690”, dated February 21, 2019, and prepared by Becker Morgan Group, Inc., as filed with **THE TOWN OF GEORGETOWN**, showing the location, size and type of material of all water and sewer lines and related facilities being transferred by this Bill of Sale, constructed, installed and placed in and along the street designated as University Drive.

TO HAVE AND TO HOLD the same unto **THE TOWN OF GEORGETOWN**, its successors and assigns, for its own proper use and behoove forever.

AND the undersigned does vouch itself to be the true and lawful owner of the said property and does have in itself full power, good right and lawful authority to dispose of the said property in the manner as aforesaid, and it does, for its successors and assigns, covenant and agree to and with **THE TOWN OF GEORGETOWN** to Warrant and Defend the said property to **THE TOWN OF GEORGETOWN**, its successors and assigns, against the lawful claims and demands of all and every person whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused its duly authorized Member to hereunto set his hand and seal the day and year aforesaid.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SUSSEX ENTERTAINMENT ENTERPRISES, L.L.C.

Witness

By _____ (SEAL)
Ronald E. Schafer
Authorized Member

Grantee's Address:
39 The Circle
Georgetown, DE 19947

STATE OF DELAWARE)
)ss.
COUNTY OF NEW CASTLE)

THE FOREGOING instrument was acknowledged before me this ____ day of _____ 2019, by Ronald E. Schafer, Authorized Member of Sussex Entertainment Enterprises, L.L.C.

Notarial Officer _____

TOWN OF GEORGETOWN

This shall certify that the water, sewer and storm sewer mains and all related facilities transferred to the Town by the foregoing Bill of Sale have been duly completed.

So Certified:

Date (Must be dated on or before
Bill of Sale's date)

Town Manager

CERTIFICATION OF ACKNOWLEDGMENT AND ACCEPTANCE
THE TOWN OF GEORGETOWN

The undersigned hereby certifies that the within Bill of Sale is hereby accepted by the Town of Georgetown, this _____ day of _____, A.D. 2019.

THE TOWN OF GEORGETOWN

(TOWN SEAL)

By: _____
Mayor

Attest: _____
Secretary

11174694/1

STATE OF DELAWARE
 DEPARTMENT OF FINANCE
 DIVISION OF REVENUE
 820 N. French Street
 P. O. Box 8750
 Wilmington, DE 19899-8750

**REALTY TRANSFER TAX RETURN
 AND
 AFFIDAVIT OF GAIN AND VALUE**
 Form 5402

DO NOT WRITE OR STAPLE IN THIS AREA

Rev. Code 050

Form 5402 must be completed for all conveyances and must be presented at the time of recording.

PART A – TO BE COMPLETED BY GRANTOR / SELLER

Enter Employer Identification Number or Social Security Number of the Grantor
 20 4337834

5. The Grantor is a:

- Resident Individual
- Non-Resident Individual
- Domestic Corporation (Delaware) LLC
- Foreign Corporation (Non-Delaware)
- S Corporation
- Governmental Agency
- Fiduciary (Estate or Trust)
- XLLLC
- Non-Profit Corporation

2. Name of Grantor **Sussex Entertainment Enterprises, L.L.C.**
 3. Address **150 Onix Drive**
 City **Kennett Square** County
 State **PA** Zip Code **19348**

4. A gain was ___ was not ___ realized on the sale of the real estate conveyed.

PART B – TO BE COMPLETED BY GRANTEE / BUYER

Enter Employer Identification Number or Social Security Number of the Grantee
 51 6000120

4. The Grantee is a:

- Resident Individual
- Non-Resident Individual
- Domestic Corporation (Delaware) LLC
- Foreign Corporation (Non-Delaware)
- S Corporation
- Governmental Agency
- Fiduciary (Estate or Trust)
- Partnership
- Non-Profit Corporation

2. Name of Grantee **Town of Georgetown**
 3. Address **39 The Circle**
 City **Georgetown** County **Sussex**
 State **DE** Zip Code **19958**

PART C – PROPERTY LOCATION AND VALUE

Address **T/P #1-35-14.00-35.11 (Portion)**
 City **Georgetown** County **Sussex**
 State **DE** Zip Code **19958**

7. The Property is:

- Industrial / Commercial
- Residential
- Other, including property primarily used in farming

COMPUTATION OF THE TAX

- 2. Conveyances with consideration. Enter the amount of consideration received including cash, checks, mortgages, liens, encumbrances, and any other good and valuable consideration
 Was like kind property exchanged? Yes ? No (If yes, see Instructions) \$ 10.00
- 3. Conveyances without full consideration. Enter the highest assessed value (for local tax purposes) of the real estate being conveyed. Was like kind property exchanged? Yes No (If yes, see Instructions) \$ _____
- 4. Enter the greater, Line 2 or Line 3 \$ _____
- 5. Multiply Line 4 times 1.5% X _____
- 6. Tax Due and Payable with the recording of this document \$ EXEMPT

PART D – EXEMPT CONVEYANCES

If transaction is exempt from Realty Transfer Tax, be certain that all of the above information (including market value of the real estate) is complete and accurate and explain the basis for the exemption: Transfer to government agency.

The seller authorizes the Division of Revenue or such other appropriate state agency as may be designated to obtain any appropriate or necessary federal income tax forms, including their attached schedules or other attachments, and any other related papers filed by such seller which relate solely to the said real estate to which title is purported to be conveyed by the deed or instrument being recorded. Delaware law requires an income tax return be filed for the taxable year during which there was disposition of real property within this state.

Sworn and Subscribed before me this ___ day of August, 2019.

 Notary Public

By: _____
 Authorized Member

11174635/1



**REAL ESTATE TAX RETURN
DECLARATION OF ESTIMATED
INCOME TAX**

Delaware Division of Revenue
820 N. French Street, P.O. Box 8763
Wilmington, DE 19899-8763

FORM 5403

DO NOT WRITE OR STAPLE IN THIS AREA

Form 5403 must be completed for all conveyances, and must be presented at the time of recording.

1. Description and address of property transferred (include property tax parcel number):

1-35-14.00-35.11 (Portion), Georgetown, Sussex County, DE 19958

Tax Parcel Number: 1-35-14.00-35.11 (Portion) County: New Castle Kent Sussex Date of Transfer:

2. Transferor/Seller is:

- Individual or Revocable Living Trust
- Corporation
- Trust or Estate
- Business Trust
- Partnership
- S Corporation
- Limited Liability Company
- Other:

3. Transferor or Seller acquired property by:

- Purchase
- Gift
- Inheritance
- 1031 Exchange
- Foreclosure/Repossession
- Other:

4. Transferor/Seller's name; SSN or EIN; and address to which correspondence is to be mailed after settlement. (Enter only one name and SSN or EIN per return. If more than one transferor/ seller, use separate forms for each; however, if Transferors/Sellers are spouses, enter only the primary taxpayer name and SSN, and only file one return. If transferor/seller is not an individual, list only EIN of non-individual transferor/seller and file only one Form 5403 for such transferor/seller – no Form 5403 should be filed for the members, partners, stockholders, trustees or other individuals or entities having an ownership interest in any such non-individual transferor/seller.)

Enter Social Security Number or Employer Identification Number of the Transferor/Seller

2 0 - 4 3 3 7 8 3 4

Name of Transferor/Seller **Sussex Entertainment Enterprises, L.L.C.**
Address **150 Onix Drive**
City **Kennett Square** State **PA** ZIP Code **19348**

5. If applicable, check appropriate box. (Check no more than one box.)

- Transferor/seller is a resident (a) individual, (b) pass-through entity or (c) corporation, and not subject to withholding under 30 Del. C §§1126, 1606 or 1909;
- Sale or exchange exempt from capital gain recognition;
- Gain realized excluded from income for tax year of sale or exchange.
- Sale exempt due to foreclosure. (See Instructions)



DF24018019999

If any box in Section 5 is checked, DO NOT complete Sections 6, 7 and 8 below. No payment is due at this time.

6. Computation of payment and tax to be withheld. (See instructions.)

6.a Total sales price	6.a \$	10.00
6.b Less selling expenses/reductions to sale price	6.b \$	
6.c Net sales price (Subtract line 6.b from line 6.a)	6.c \$	
6.d Adjusted basis of property or liens paid at settlement	6.d \$	
6.e Total gain (Subtract line 6.d from line 6.c)	6.e \$	0.00
6.f Delaware estimated income tax due - multiply line 6.e by 8.7% for C corp., and by 6.6% for all others	6.f \$	EXEMPT

NOTE: If section 6 is not filled out or incomplete, the required 6.6% or 8.7% will be withheld from the net proceeds at settlement and submitted to the Division of Revenue as required by law.

7. Check this box if the transferor/seller is reporting gain under the installment method. No tax is payable at this time.
Note: If completing this section, when you recognize any capital gain arising from the sale of property in the State of Delaware, you must report and remit the tax due to the State of Delaware on that transaction.

8. Delaware estimated income tax paid (See instructions). \$

Under penalty of perjury, I declare that I have examined this return and to the best of my knowledge and belief, it is true, correct and complete. If prepared by a person other than the transferor/seller, the declaration is based on all information of which the preparer has any knowledge. Transferor/Seller, Please sign and print full name and title (if any):

Signature

Name

Title

108114717 (Revised 11/2018)

Tax Parcel No: 1-35-14.00-35.11 (Portion)

Prepared by and Return To:
Morris James LLP
P.O. Box 2306
Wilmington, DE 19899
File No: 125398-0002

DEED

THIS DEED, made as of the ____ day of _____, 2019, between:

SUSSEX ENTERTAINMENT ENTERPRISES, L.L.C., a Delaware limited liability company, party of the first part (“Grantor”),

-AND-

TOWN OF GEORGETOWN, a municipal corporation of the State of Delaware, party of the second part (“Grantee”).

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN and No/100 DOLLARS (\$10.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its successors and assigns:

University Drive R.O.W. (Sta. 0+50 to 6+90) - 1.2553 ACRES ±

Beginning at a found drill hole in line with the northerly right of way line of Seashore Highway (DE RT 18) and at a corner for the lands of Sun Behavioral Delaware, LLC and this parcel, said point being South 82°50'53" West 417.58 feet from a found iron rod with cap at a corner for the said lands of Sun Behavioral Delaware, LLC and College Park Medical Pavilion, LLC; thence leaving the said point of beginning and continuing with the said northerly right of way line of Seashore Highway 1) South 82°50'53" West 260.00 feet to a found drill hole at a corner for the lands of Sussex Entertainment Enterprises, LLC and the intersection of the northerly right of way of Seashore Highway and the westerly right of way of University Drive; thence running in part with the lands of Sussex Entertainment Enterprises, LLC – Lot 12 and lands of the Town of Georgetown along said westerly right of way of University Drive the following four courses and distances 2) along the arc of a circle curving to the left with a radius of 90.00 feet and an arc length of 141.37 feet, chord bearing and distance of said arc being North 37°50'53" East 127.28 feet to a found iron rod with cap; thence 3) North 07°09'07" West 246.05 feet to a point; thence 4) along the arc of a circle curving to the left with a radius of 960.00 feet and an arc length of 247.87 feet, chord bearing and distance of said arc being North 14°32'56" West 247.18 feet to a point of a reverse curvature; thence 5) along the arc of a circle curving to the right with a radius of 340.00 feet and an arc length of 51.91 feet, chord bearing and distance of said arc being North 17°34'17" West 51.86 feet to a point in line with the lands of Sussex Entertainment Enterprises, LLC – Lot 12 and the northwest terminus end of University Drive – Phase 1 right of way; thence with said Phase 1 terminus end 6) North 76°48'10" East 80.00 feet to point in line with other

lands of Sussex Entertainment Enterprises, LLC – Open Space and the easterly right of way line of University Drive; thence running with in part with other lands of Sussex Entertainment Enterprises, LLC and lands of Sun Behavioral Delaware, LLC along said easterly right of way of University Drive the following four courses and distances 7) along the arc of a circle curving to the left with a radius of 260.00 feet and an arc length of 39.70 feet, chord bearing and distance of said arc being South 17°34'17" East 39.66 feet to a point of a reverse curvature; thence 8) along the arc of a circle curving to the right with a radius of 1040.00 feet and an arc length of 268.53 feet, chord bearing and distance of said arc being South 14°32'56" East 267.78 feet to a point; thence 9) South 07°09'07" East 246.05 feet to a found iron rod with cap; thence 10) along the arc of a circle curving to the left with a radius of 90.00 feet and an arc length of 141.37 feet, chord bearing and distance of said arc being South 52°09'07" East 127.28 feet to the point and place of beginning, containing 1.2553 acres of land be the same, more or less.

SUBJECT to all matters of record, to the extent valid and enforceable, without intending to re-impose any such matters that have expired or have been superseded.

Reserving unto Grantor the right to keep, erect and maintain directional, information and traffic signs and to install street lighting within said right-of-way.

BEING part of the same lands and premises conveyed unto the party of the first part by Deed of Plack Family Limited Partnership, *et al.*, dated July 5, 2010, and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware on July 9, 2010 in Deed Book 3471, Page 295 and by Corrective Deed of Plack Family Limited Partnership, *et al.*, dated December 8, 2010, and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware on December 13, 2010 in Deed Book 3849, Page 268.

[signature page follows]

Agreement Between

Town of Georgetown

And

Sussex Entertainment Enterprises, LLC

Subject

Maintenance Bond

For

Phase 1 – University Drive and Associated Infrastructure

AGREEMENT

This Agreement, made the 22nd day of August, 2018 by and between, the Town of Georgetown, hereinafter called "TOWN", a political subdivision, party of the first part, and Sussex Entertainment Enterprises, LLC hereinafter called "DEVELOPER", parties of the second part (collectively "the parties").

WITNESETH:

The DEVELOPER in consideration of the covenants and agreements herein contained and made by the TOWN, agrees as follows:

WHEREAS, the TOWN has granted approval for Phase 1 – University Drive and associated Infrastructure; and

WHEREAS, the DEVELOPER anticipates a need for TOWN-maintained water, sewer, and streets to serve its property; and

WHEREAS, the DEVELOPER has offered to pay all costs of construction as well as all costs incurred by the TOWN for the construction inspection of those additional facilities to serve its property; and

WHEREAS, the DEVELOPER has agreed, and by these presents does agree, for the consideration hereinafter mentioned, to construct the project in a manner that is acceptable to the TOWN, the improvements as outlined in Article Three.

THEREFORE, for and in consideration of the mutual covenants herein, it is mutually agreed between the parties as follows:

ARTICLE ONE

FEE STRUCTURE

- 1.1 The DEVELOPER shall pay the TOWN, within thirty (30) days of this Agreement being signed by TOWN an amount equal to \$30,266.03 in accordance with Town Code § 98-4 *Service Performed by Town Employees* as described in *Subdivision/site plan inspection fee*.
- 1.2 The DEVELOPER shall submit a written one (1) year guaranty and maintenance bond for the benefit of the Town, in an amount equal to \$60,532.05 upon the issuance of a Letter of Acceptance by TOWN for the improvements as outlined in Article Three.

ARTICLE TWO

DEVELOPER'S RESPONSIBILITIES

- 2.1 Construction shall be in accordance with the Town of Georgetown Design and Construction Standards for Water, Sewer, and Streets, as revised to the date of this Agreement, and the

Route 18/University Drive Intersection construction drawings submitted by Becker Morgan Group, Inc. and as reviewed by the Town Engineer on June 24, 2018.

- 2.2 All easements shall be recorded. Proof of recording of all easements which were required as a result of revisions made during construction which are located on the DEVELOPER'S property are to be submitted by the DEVELOPER to the TOWN prior to the release of the completion guaranty. Proof of recording of all easements which were required as a result of revisions made during construction which are located on property not owned by the DEVELOPER shall be submitted by the DEVELOPER to the TOWN prior to performing any work within the easement.
- 2.3 The DEVELOPER shall retain full maintenance responsibility for all utility infrastructure (water, sewer, and storm sewer) installed in public rights-of-way or easements, until the ownership of this infrastructure is transferred to the TOWN by a properly executed bill of sale. The DEVELOPER shall retain full maintenance responsibility for all roadway, curbing, sidewalk, and street lights installed in public rights-of-way until such public rights-of-way have been deeded to the TOWN.
- 2.4 Following the completion of construction of the improvements to be taken over by the TOWN and prior to the release of the completion guaranty, the DEVELOPER shall submit to the TOWN a complete set of record construction drawings signed and sealed by the DEVELOPER's engineer. The drawings shall contain complete plan views and profiles of as-constructed information pertaining to the Route 18/University Drive Intersection and associated infrastructure, including but not limited to manhole rim and invert elevations, sewer pipe sizes, the location of all sewer cleanouts, water valves, fire hydrants, meter and fire flow vaults, catch basin rims, pipe sizes, and invert elevations. When a set of "as built" plans have been approved by the TOWN, the DEVELOPER shall submit one (1) paper, one (1) Mylar copy of the plans, and one (1) digital copy. The digital copy shall be in AutoCAD (2004 version or more recent) format. The horizontal datum for the hard copies and the digital copies shall be Delaware State Grid, NAD 83/91 and the vertical datum shall be NGVD 88.

ARTICLE THREE

IMPROVEMENTS

- 3.1 STREET IMPROVEMENTS – The street improvements to be eventually taken over by the TOWN include the construction of University Drive (from Seashore Highway to the Phase 1/Phase 2 Line). The street improvements shall also include the installation of curbing; the installation of sidewalk; the installation of catch basins 1H, 2H, 3H, 6H, 7H, 1I, 2I, and 3I as shown on the Route 18/University Drive Intersection construction drawings and the storm sewer pipe between them; and the installation of curbing and sidewalk along Phase 1 – University Drive; all being as shown on the Route 18/University Drive Intersection construction drawings approved by the TOWN.

- 3.2 MISCELLANEOUS IMPROVEMENTS – Additional improvements anticipated to be eventually be taken over by the TOWN include the installation of street lights within the University Drive right of way on the east and west sides of the street within the limits noted in 3.1 above as shown on the Route 18/University Drive Intersection construction drawings approved by the TOWN.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their officers and their seals to be herewith affixed, this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

DEVELOPER

Sussex Entertainment Enterprises, LLC





Witness

TOWN OF GEORGETOWN



William E. West
Mayor



Robert L. Holston, Jr.
Secretary, Town Council



ORDINANCE 2019-06

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN,
CHAPTER 29 THEREOF, ENTITLED PERSONNEL**

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND
HEREBY ORDAINS:

Chapter 29 Personnel, Article IX, Holidays, Benefits, and Leave § 29-64 Vacation Leave
of the Code of the Town of Georgetown is hereby amended as follows:

§ 29-64. Vacation Leave.

~~C. Employees will be compensated for unused a maximum of 160 hours of vacation leave at the
time of separation from the Town. All vacation in excess of the 160 hours shall be taken prior to
separation, or forfeited. Upon resignation or retirement from Town employment, an employee
shall be paid at the regular base rate of pay for his/her unused vacation leave in accordance with
the above statement.~~ **Employees will be compensated for unused vacation leave accumulated
up to the date of separation at the regular base rate of pay.**

BE IT ENACTED by the Town Council of the Town of Georgetown, Delaware
on the _____ day of _____ A.D., 2019.

William E. West, Mayor

Robert L. Holston, Jr., Secretary

1st Reading: October 9, 2019

2nd Reading: November 13, 2019

Adoption: November 13, 2009

TOWN MANAGER REPORT
October 9, 2019

FAST TRACK Permitting

I have been working with the Planning Staff to develop guidelines for same day building permit issuance for specific cases (in by NOON, issued by 4:30 PM; after NOON, next day by 10:30 AM). I am pleased to announce this was implemented this past Monday and has been well received. I have provided a brochure that was prepared to outline requirements and explain the Building Permit Process. As part of this implementation, several other staff have been trained in accepting and processing permits.

Georgetown Presbyterian Church

The Town has removed 90% of the equipment (benches, tables, concrete, etc.) as requested by the Georgetown Presbyterian Church. The swing set will be the last item to be removed from the Bedford Street Park – once the work is completed, a final walk through with the Pastor will be scheduled.

Trick or Treat

Halloween is Thursday, October 31st, traditionally the hours for trick-or-treat have been 6:00 PM to 8:00 PM. In the past, this gets approved by the Town Council. Staff and I would like to have the date and times set once and for all.

Pleasure of the Mayor and Council

Sussex County - Biosolids Agreement, Water Interconnect Agreement, Capacity Surrender

On October 8, 2019, the Sussex County Council approved:

- The Biosolids Agreement;
- Authorization to draft a Water Interconnect Agreement (draft given to our Solicitor for review); and
- 12-month Notice of Surrender relating to sewer capacity.

Staff and I will be working with the County Engineer on the last two items over the next few months.

October 23 Meeting

Councilman Hartstein, the Town Solicitor, and I will be absent from the next regular Town Council Meeting; thus it might be appropriate to cancel the October 23 meeting.

Pleasure of the Mayor and Council

Reviewed by Town Solicitor

TOWN MANAGER REPORT
October 9, 2019

Project Update

- Road Rehabilitation
 - Gordy Street is scheduled for milling and base coat this week (weather permitting)
 - Next streets will be Beale, Booker, and Conaway
- Sidewalks
 - Rescheduled for 3rd week of October (weather permitting)

Miscellaneous

- Reminders:
 - **Delaware League of Local Governments:** Thursday, October 24, 5:30 PM, The Duncan Center (Dover)
 - **Sussex County Association of Towns:** Wednesday, November 6, 6:00 PM, hosted by Bridgeville
 - **Sussex County Association of Towns Steering Committee:** Friday, November 8, 9:00 AM, Arena's at the Airport

Reviewed by Town Solicitor