



## Georgetown

### Town Council Meeting Agenda

Meeting Date: Wednesday, September 25, 2019

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

Time: 6:30 PM Executive Session

Regular Meeting Immediately Following Executive Session

#### 6:30 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 AUGUST 28, 2019 TOWN COUNCIL MINUTES

A.

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

##### 6. SUSSEX COUNTY PRESENTATION

3 - A. Biosolids Agreement

11 [Biosolids Treatment Agreement. Georgetown](#)

B. Presentation - Potential for Water Interconnect and Wastewater Redirection

##### 7. FENCE ENCROACHMENT - 104 EAST PINE STREET

12 - A. Request

25 [Fence Placement - 104 East Pine Street](#)

##### 8. MESSAGE AND RADAR TRAILER PURCHASE

26 - A. Stalker - Message Center 360

30 [Stalker - Message Center 360](#)

## **9. EMPLOYMENT AGREEMENT AMENDMENT - CHIEF OF POLICE**

- 31 - A. Addendum # 4
- 32 [ADDENDUM # 4 - Hughes Contract](#)

## **10. ROUTE 113 - SPEED REDUCTION RESOLUTION**

- 33 - A. Resolution #2019-003 Speed Reduction US 113
- 34 [Resolution 2019-03 Speed Reduction US 113 \(Final\)](#)

## **11. 2ND READING & ADOPTION OF ORDINANCE**

- 35 - A. Ordinance #2019-05 Amending Chapter 116 Housing Standards, Section 116-20 -Violations and Penalties; Amending Chapter 1 - General Provisions, Article 37 III - General Penalty, Section 1-18 Summons
- [Ordinance 2019-05 Violation & Penalties - Housing Standards \(FINAL\)](#)

## **12. DEPARTMENTAL REPORTS**

- 38 - A. Town Manager - Gene Dvornick
- 41 [Town Manager Report - 2019-09-25](#)  
[Delaware Harassment Notice](#)  
[Georgetown Presbyterian Church - Equipment Removal \(2019-09-19\)](#)
- 42 B. Superintendent of Wastewater Department - Eric Rust  
[Town Council Meeting 9-25-19](#)

## **13. PUBLIC COMMENT**

- 43 - A. Correspondence Received
- 44 [Thank You -- Balloons Over Sussex](#)  
[Hispanic Festival Thank You 2019](#)

## **14. 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).

**BIOSOLIDS HANDLING AGREEMENT**  
**BETWEEN**  
**SUSSEX COUNTY AND THE TOWN OF GEORGETOWN**

THIS AGREEMENT (the “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 (“Effective Date”), by and between **Sussex County** (the “County”) and **the Town of Georgetown** (the “Town”).

**WITNESSETH:**

WHEREAS, the County owns a wastewater treatment facility known as the Inland Bays Regional Wastewater Facility (“IBRWF”); and

WHEREAS, the County intends to construct a Class A biosolids treatment facility at the IBRWF (“Biosolids Facility”); and

WHEREAS, once the IBRWF Biosolids Facility is complete, The Town desires to dispose of its biosolids produced at the Town’s Cedar Lane wastewater treatment facility at the Biosolids Facility for treatment and disposal.

**NOW, THEREFORE**, in consideration of the mutual covenants and other consideration contained herein, the sufficiency of such consideration being hereby acknowledged, the parties hereto agree as follows:

1. Definitions. The parties agree to the following definitions for the purposes of this Agreement:
  - a) Treatment: shall mean those processes as are necessary to provide a Class A biosolids that can be land applied or otherwise beneficially used by the County in compliance with future Limited Distribution Permit(s) to be issued by the State of Delaware.
  - b) Biosolids: shall mean the sludges generated by biological treatment of wastewater that is not recycled back to the biological facility. Class A biosolids are those wastewater sludges that meet the pathogen control requirements of 40 CFR 503.32(a). Class B biosolids are those wastewater sludges that meet the pathogen control requirements of 40 CFR 503.32(b).

2. Term. The term of this Agreement shall commence from the date that the last party hereto executes this Agreement and shall remain in effect for twenty (20) years from the Effective Date, unless earlier terminated for default as provided herein or terminated by thirty (30) days' written notice by either party for any reason. The County shall give notice on the date that the County is ready and able to accept biosolids from The Town, but due to factors outside of its control, the County will not commit to a firm date for opening the Biosolids Facility for operation. The County estimates that it will be ready and able to start accepting biosolids at the IBRWF by April 1, 2020. Until the opening date of the Biosolids Facility, The Town has agreed to make interim biosolids disposal arrangements outside of this Agreement.

3. Transportation. The County agrees to transport the biosolids from The Town's facility via its tanker truck(s). In order to initiate transport acceptance, The Town shall send electronic notice to the County's staff member(s) designated to receive orders at the Biosolids Facility. Within one (1) business day after receipt, the County shall set a date and time to pick-up The Town loads.

4. Treatment. The County agrees to accept for further treatment up to one hundred (150) dry tons per year of digested Class B biosolids with a minimum 1% solids content up to a maximum of 4% solids content, provided that the County reserves the right to refuse any truckloads of biosolids that exceed the concentrations of parameters set forth in Exhibit A which is attached and incorporated by reference herein. The County also reserves the right to refuse truckloads that are not within the mandatory range of 1% to 4% solids content. In addition, operation and maintenance of facilities not owned by the County and before the point of acceptance by the County, will be responsibility of The Town.

5. Payment. The County shall invoice The Town on a quarterly basis for the biosolids treatment and transportation charges incurred in the previous quarter in accordance with below.

- (a) The transportation fee will be initially one hundred dollars (\$100.00) per truck for the first calendar year of the Biosolids Facility operations, which shall begin on the date that The Town begins sending biosolids to the IBRWF. At the end of the first calendar year, the actual cost covering personnel time will be calculated annually based upon actual hours logged for transportation of The Town's biosolids. At the end of the first

calendar year under full operation, the County will calculate the actual cost per truck and invoice The Town based on the actual rate for the second year. The transportation rate subsequently shall be revised annually for the years remaining in this Agreement.

- (b) The treatment fee will be three hundred dollars (\$300.00) per dry ton during the first calendar year which shall begin on the date that The Town begins sending biosolids to the IBRWF. At the end of the first calendar year, the County will calculate the previous year's maintenance and operation expenses of handling, treating and disposing of each dry ton in its Biosolids Facility and will submit a revised rate to The Town that shall become applicable in the following calendar year. The annually revised rate will be set on this same day each year based upon the overall costs of maintenance and operations at the Biosolids Facility during the previous calendar year divided by the total number of dry tons processed during the previous calendar year. Thus, beginning on January 1<sup>st</sup> of the second year after The Town biosolids are accepted at the IBRWF Biosolids Facility, The Town will pay for the dry tons sent to the Biosolids Facility based on a dry ton rate which will be revised annually for the years remaining in this Agreement.
- (c) The Town shall pay any invoice within forty-five (45) days of the mailing date. Late payments shall be assessed a one percent (1%) late fee, compounded monthly and shall be considered a breach of this Agreement as long as the payments remain outstanding.

6. Biosolids Standards. Prior to commencement of transfers to the Biosolids Facility, The Town shall ensure that all biosolids meet the requirements of the standards set forth in Exhibit A. If necessary, The Town agrees to revise its industrial pretreatment permit(s) in order to meet said standards prior to releasing biosolids to the Biosolids Facility.

7. Calculation of Dry Tons. The solids content of each truckload of digested Class B biosolids received from The Town shall be determined as follows: 1) the County will weigh the truckload received from The Town at its Biosolids Facility on its calibrated IBRWF scales; and 2) the County will take a grab sample from each truck and test it in order to determine the solids content. The weight of the entire truckload will be deemed to have that same percentage as determined in the sample results. A receipt for each delivery noting the results of the weighing and sampling will be provided to The Town within a reasonable timeframe after

delivery of each load. The Town may send a representative to observe any of these steps, in its discretion.

8. Termination.

- (a) Should The Town breach or fail to comply with any of the provisions of the Agreement, the County may in writing order the The Town to remedy such breach. The Town shall cure said breach or failure to comply within thirty (30) days from receipt of notice from the County. In the event that the breach or failure to comply is not capable of correction within thirty (30) days, then The Town must inform County of such fact and County will determine a reasonable time to cure. In the event that The Town does not cure within thirty (30) days or the time designated by the County, whichever time period is applicable, this Agreement may be terminated immediately upon County's written notice of such termination. Any costs or expenses that the County incurs as the result of The Town's breach of this Agreement shall be reimbursed to the County within thirty days of sending a detailed invoice, and this obligation survives termination of this Agreement. The remedies of this Agreement for default by the breaching party shall be cumulative and not limited to the provisions contained in this Agreement but shall include all other remedies available to it at law or in equity.
- (b) Should the County breach or fail to comply with any of the provisions of the Agreement, The Town may in writing order the County to remedy such breach. The County shall cure said breach or failure to comply within thirty (30) days from receipt of notice from the The Town. In the event that the breach or failure to comply is not capable of correction within thirty (30) days, then the County must inform The Town of such fact and The Town will determine a reasonable time to cure. In the event that the County does not cure within thirty (30) days or the time designated by The Town, whichever time period is applicable, this Agreement may be terminated immediately upon The Town's written notice of such termination. Any costs or expenses that The Town incurs as the result of the County's breach of this Agreement shall be reimbursed to The Town by the County within thirty days of sending a detailed invoice. The remedies of this Agreement for default by the breaching party shall be cumulative and not limited to the provisions contained in this Agreement but shall include all other remedies available to it at law or in equity.

9. Inspection of Records. With at least three business days' written notice, each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the books and records of the other party to the extent necessary to ascertain the accuracy of any information used in the calculations of the payments to be made under this Agreement, including but not limited to, the transportation and treatment charges.

10. Permit Compliance. The County will immediately notify The Town if permit compliance issues are experienced at the IBRWF facility as a result of the biosolids sent to IBRWF by The Town. The County shall provide notice of any compliance issues in writing to The Town. Upon receipt of the notice, The Town will take immediate steps to remedy the issues. If The Town is unable to immediately correct such compliance issues, The Town shall make verbal contact with the County and shall submit a written plan of correction to the County for approval within a reasonable timeframe, as determined by the County, from discovery of the compliance issue and/or receipt of the County's notice, whichever first occurred. Failure of The Town to comply with a correction plan shall constitute a default of this Agreement and shall be a basis to terminate the Agreement in accordance with Section 8.

11. Compliance with Applicable Laws. The parties agree to comply with all applicable permits, statutes, ordinances, rules, orders, policies, regulations and requirements of the Federal, State, County and City Governments and any and all Courts, Departments and Bureaus that may apply to this Agreement. Further, The Town agrees to comply with any reasonable instructions of the County with regard to the preparation of its biosolids to the County for transport.

12. Assignment. The Town shall not assign or transfer any interest in this Agreement to any entity(s) or person(s) whatsoever without first receiving the County's written consent.

13. Notice. Any notice provided for herein, unless otherwise noted, shall be given by hand or registered or certified mail, postage prepaid and addressed to, if for the County: Sussex County Engineer, Sussex County Department of Engineering, 2 The Circle, P.O. Box 589, Georgetown, Delaware 19947 and if for The Town: Executive Vice President, The Town Wastewater Management, Inc., 664 Churchmans Road, Newark, DE 19702

The parties must provide advance written notice of any changes to the above-listed addresses. Notices sent to the addresses above or to an updated address properly

noticed in writing shall be deemed to be delivered on the third business day after sending to the other party via USPS.

14. Amendments/Modification. No amendments or modifications to this Agreement shall be binding unless in writing and signed by the County and The Town.

15. Binding on Heirs. This Agreement shall be binding upon and for the benefit of the heirs, executors, administrators, and successors of the County and The Town in like manner as upon the original parties, except as provided by mutual written agreement.

16. Integration. This document comprises the entire Agreement between the parties hereto relative to this matter and supersedes any prior agreements or representations, whether verbal or in writing.

17. Laws of Delaware. The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to principles of conflict of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or regarding any provision hereof shall be instituted and maintained only in a court of competent jurisdiction located in Sussex County, Delaware, or if under federal jurisdiction, in the District Court of the State of Delaware.

18. Signature Authority. Both the County and The Town represent and warrant that they have the full and complete authority to execute this Agreement on behalf of their respective organizations.

19. Opportunity to Consult with Legal Counsel. The parties acknowledge that each has had the opportunity to consult with legal counsel of their own choosing concerning the provisions of this Agreement.

20. Time Calculations. Time is of the essence. The term “day” as used herein shall mean calendar day, unless specifically defined as a “business day.”

21. Legal Construction. The parties acknowledge that each had the ability to negotiate terms and conditions, and this Agreement shall not be construed against the party who prepared and drafted the Agreement documents. If one or more of the provisions of the Agreement is held to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not

affect any other provision of the Agreement, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

22. Headings and Subheadings. The headings and subheadings herein are for convenience only and shall not be used to relieve either party of any obligation under this Agreement.

23. Non-Waiver of Rights. Any forbearance by either party in exercising its rights hereunder shall not be construed as a waiver thereof, unless expressly set forth in writing and signed by the parties. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

24. No Third-Party Beneficiaries. Neither the provisions of this Agreement nor the performance of the parties hereunder is intended to benefit, nor shall inure to the benefit, of any third party.

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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above-mentioned.

**SUSSEX COUNTY**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
(Seal)  
Michael H. Vincent  
President, Sussex County Council

STATE OF)  
DELAWARE )  
 ) ss.  
SUSSEX COUNTY )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally came before me, a notary public in and for the State and County aforesaid, Michael H. Vincent, known or satisfactorily proven to me to be the President and of the Sussex County Council, party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in his own hand for the County.

As given under my hand and seal of office this day and year aforesaid.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

ATTEST:

**THE TOWN**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Name: William E. West,  
Mayor of Georgetown

STATE OF)  
DELAWARE

) ss.  
SUSSEX COUNTY )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally came before me, a notary public in and for the State and County aforesaid, William E. West, known or satisfactorily proven to me to be the Mayor of The Town party to the foregoing Agreement, and acknowledged that, in his capacity as such, he executed this Agreement in her own hand for The Town.

As given under my hand and seal of office this day and year aforesaid.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

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## TOWN OF GEORGETOWN MEMORANDUM

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TO: Mayor & Council  
FROM: Gene Dvornick, Town Manager  
RE: Fence Placement – 104 East Pine Street  
DATE: September 19, 2019

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The Town's Board of Adjustment (BOA) in their Decision dated August 7, 2019 directed Belleau Wood Investment Group, LLC to seek permission from the Town Council for encroachment onto Town property for placement of a picket fence between the sidewalk and their property line.

Attached you will find the written request as well as a schematic of the proposed fencing and location.

In addition, the BOA Decision and other supporting documentation (photographs of similar situations within the Town) have been provided.

Recommendation:

- Grant the request

PO Box 268  
Georgetown, DE 19947  
[www.YourDelawarePI.com](http://www.YourDelawarePI.com)

Phone: 302-337-0548  
Fax: 302-337-8730  
E-mail: [Info@YourDelawarePI.com](mailto:Info@YourDelawarePI.com)



August 27, 2019

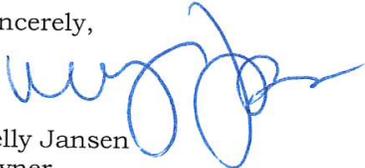
Town of Georgetown  
Attn: Gene Dvornick  
37 The Circle  
Georgetown, DE 19947

RE: Board of Adjustment Case 2019-13

Dear Mr. Dvornick:

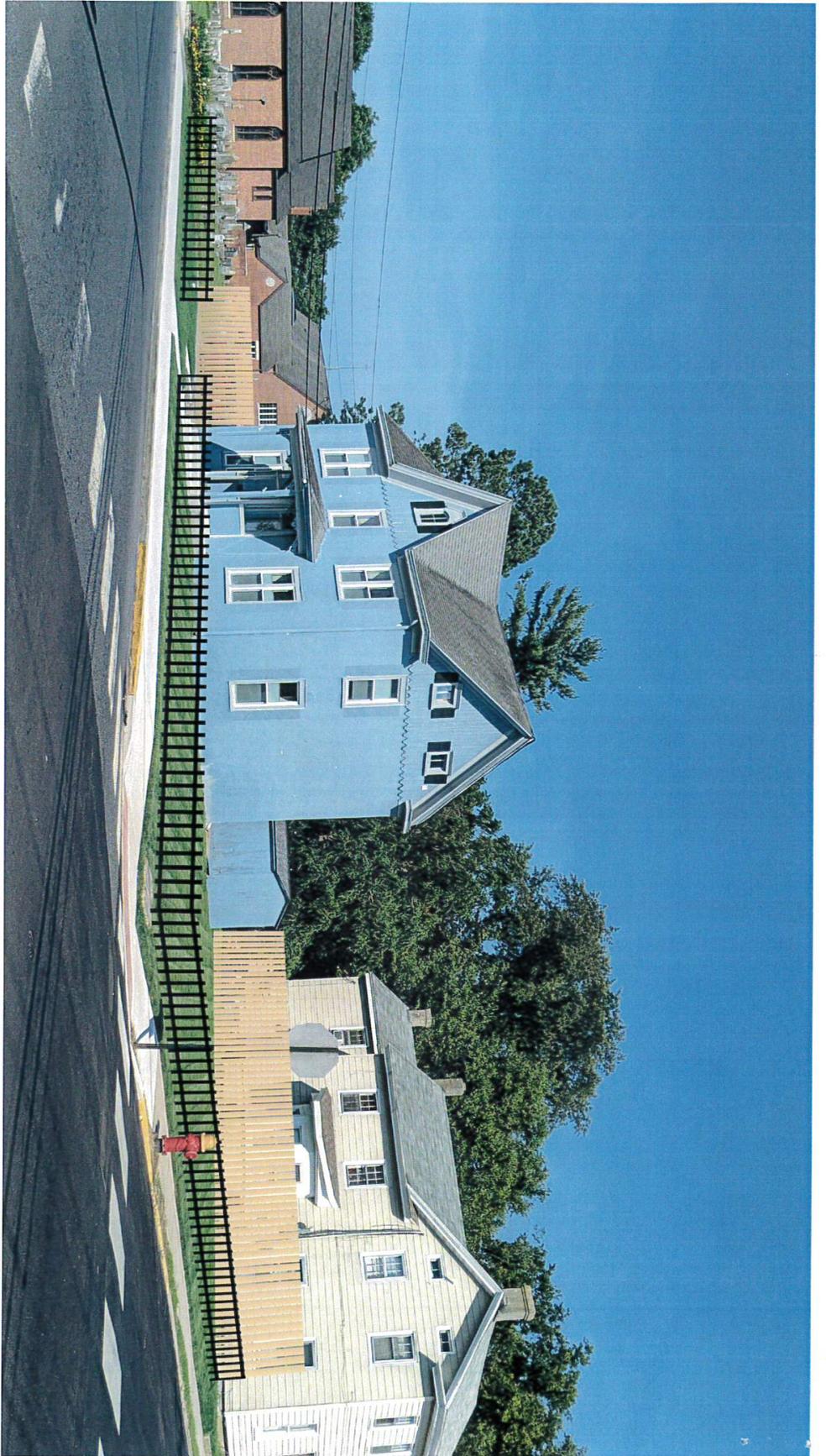
We are requesting town approval to the Board of Adjustment recommendation (Case 2019-13) and our request to allow a picket fence to be placed between the property line and sidewalks with the understanding that the fence would be moved any time the town needed access to the property right of way. (We are not asking the town to cede the property, just allow us to place the black aluminum picket fence on the right of way and loose stone bed under the fence.

Sincerely,

  
Kelly Jansen  
Owner

photos attached

- (1) subject property  
w/ mock-up of  
proposed fence
- (2) properties around  
town (old and new  
construction) w/  
fences along sidewalk



104 E PINE - SUSPECT PROPERTY

## Town of Georgetown

Planning Department  
37 The Circle  
Georgetown, DE 19947



Telephone (302) 856-7391  
Fax (302) 856-6348  
[www.georgetowndel.com](http://www.georgetowndel.com)

Applicant:

Belleau Wood Investment Group LLC  
104 East Pine Street

BOA Case #:

2019-13

### BOARD OF ADJUSTMENT NOTICE OF DECISION

Date of Public Hearing: August 7, 2019

For the reasons articulated by the Members of the Board of Adjustment and reflected in the Minutes of the Board's August 7, 2019 meeting, the following actions were taken by the Board:

Decision

1. **Approval of variance from §230-16 of the Code of the Town of Georgetown to allow an 8' high privacy fence in the rear yard for the middle 40 feet of the property line with up to 6' fence on either end.**
2. **Approval of variance from §230-16 & §230-157 of the Code of the Town of Georgetown to allow a picket fence along the property lines within the required setback along the front, corner front and side yards.**
3. **Recommendation to the Town Council to allow the applicant to encroach on the Town's property within the right of way to put the picket fence up to the sidewalk to enhance the livability of the neighborhood, curb appeal. The Board would grant the variance, but for the fact it is on the Town's property, therefore our recommendation is that the Town Council allow them to extend the picket fence into the right of way with the understanding that to the extent any variance might be required for that, it is granted.**

*§230-184. After the Board of Adjustment has approved a special exception or granted a variance, the special exception or variance so approved or granted shall lapse after the expiration of one year if no substantial construction or change of use has taken place in accordance with the plans for which such special exception or variance was granted, or if the Board does not specify some longer period than one year for good cause shown, and the provisions of these regulations shall thereafter govern.*

*§ 230-185. The procedure for amendment of a special exception or variance already approved, or a request for a change of conditions attached to an approval, shall be the same as for a new application except that where the Town Manager determines the change to be minor relative to the original approval he or she may transmit the same to the Board with the original record without requiring that a new application be filed.*

Please call our office if you have any questions. The final minutes will be available online at [www.georgetowndel.com](http://www.georgetowndel.com) once they have been approved by the Board.

Jocelyn Godwin  
Board of Adjustment Secretary

# MOONEY & ANDREW, P.A.

ATTORNEYS AT LAW  
11 SOUTH RACE STREET  
GEORGETOWN, DELAWARE 19947

ERIC G. MOONEY

MICHAEL W. ANDREW\*  
\*ALSO ADMITTED IN PA

August 7, 2019

(302) 856-3070  
FAX (302) 856-2177

Town of Georgetown  
Planning and Zoning Department  
37 The Circle  
Georgetown, DE 19947

**RE: BOA Case # 209-13  
Application of Kelly Jansen, et. al.**

To Whom it May Concern:

I received notice regarding a hearing that is scheduled today on the above-captioned case. My office is located one block from the Ms. Jansen's property.

I support the application for the variances. This neighborhood has many professional offices and the variances sought by Ms. Jansen are consistent with that use. These variances will improve and preserve this property. I hope that the Town of Georgetown will approve these variances as it will be beneficial to both the town and the property.

I thank you for your time and attention to this matter, and if you should have any questions, please do not hesitate to contact me.

Very truly yours,

  
ERIC G. MOONEY

EGM/lzd

cc: Kelly Jansen

PAUL G. ENTERLINE

Attorney at Law

Admitted to practice in  
Delaware and Maryland

113 South Race Street  
Post Office Box 826  
Georgetown, Delaware 19947-0826

Telephone: (302) 856-9585  
Facsimile: (302) 856-9587

August 5, 2019

Town of Georgetown  
Planning and Zoning Department  
~~333 North Race Street~~  
Georgetown, DE 19947

HAND DELIVERED

37 The Circle

RE: BOA Case # 2019-13  
Application of Kelly Jensen, et. al.

COPY

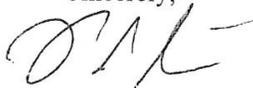
Dear Sirs:

I received the notice of the above matter. I own 113 South Race Street, which is located one block from the subject property.

I support application for variances. This neighborhood is very well suited for use as professional offices and the variances sought are consistent with that use. The applicants are preserving and improving a historic property and I hope the Town will encourage that effort.

Thank you for your attention to this matter. Please call me if you have any questions.

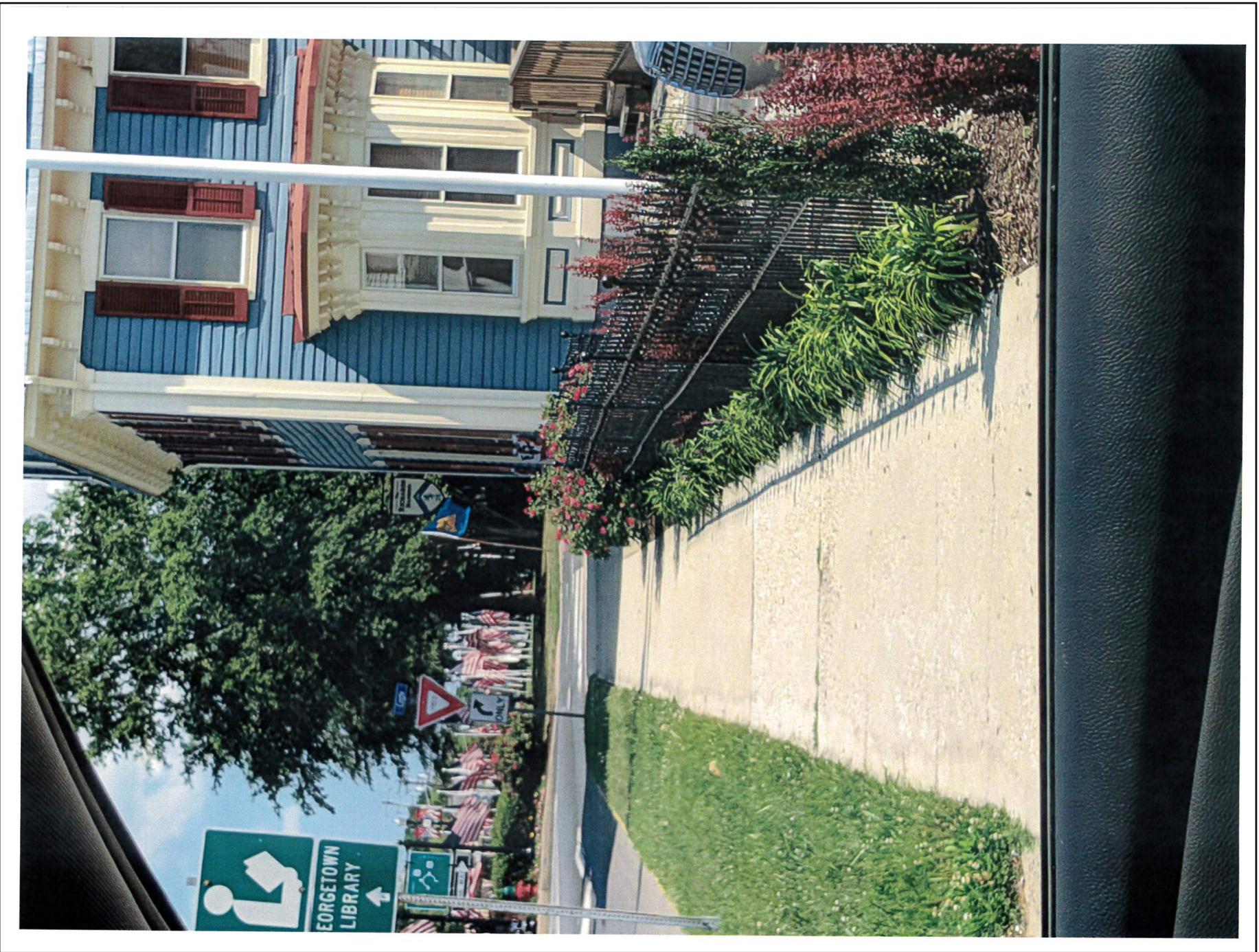
Sincerely,



Paul G. Enterline

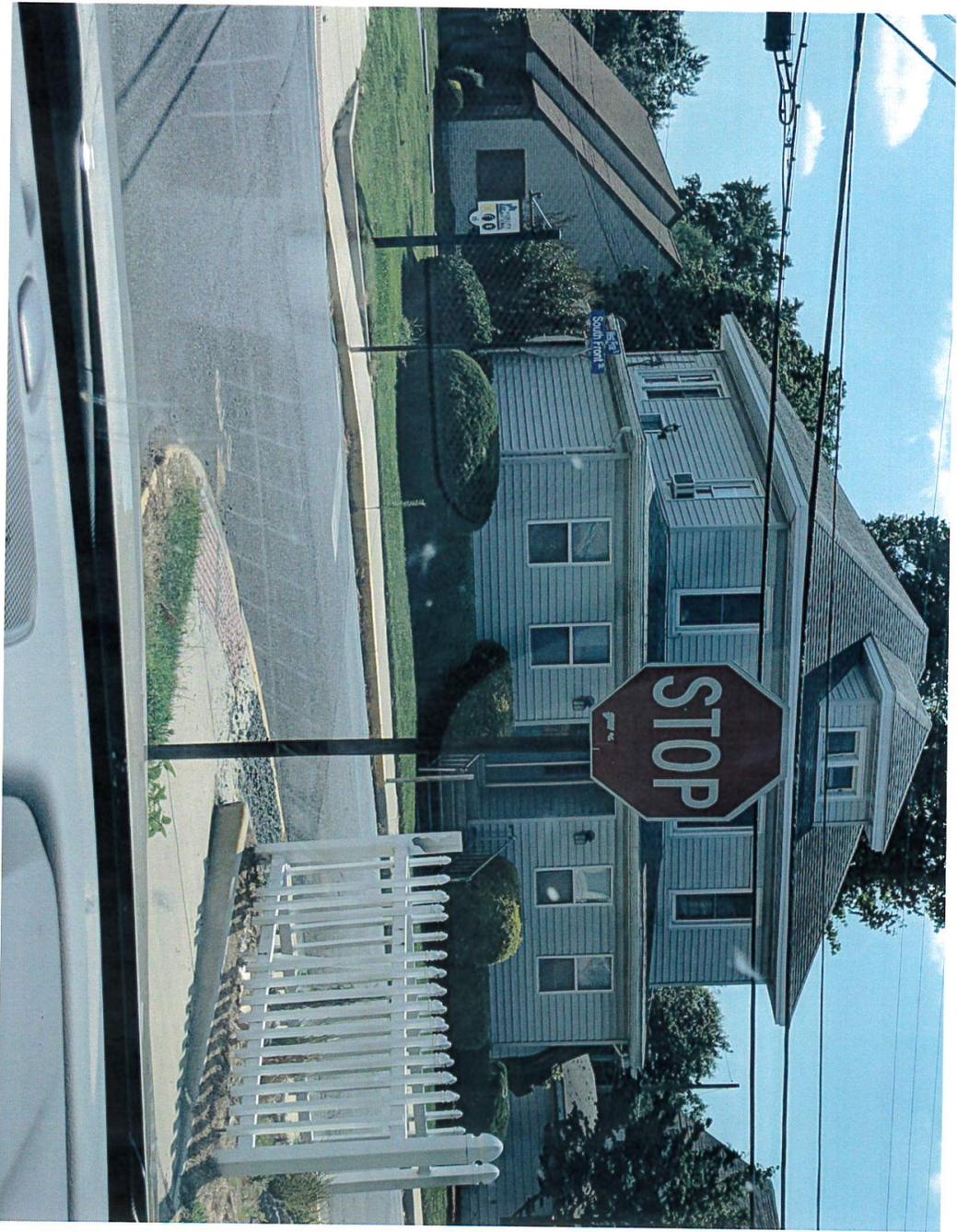
PGE/lmb

cc: Info Retrieval(hand-delivered)





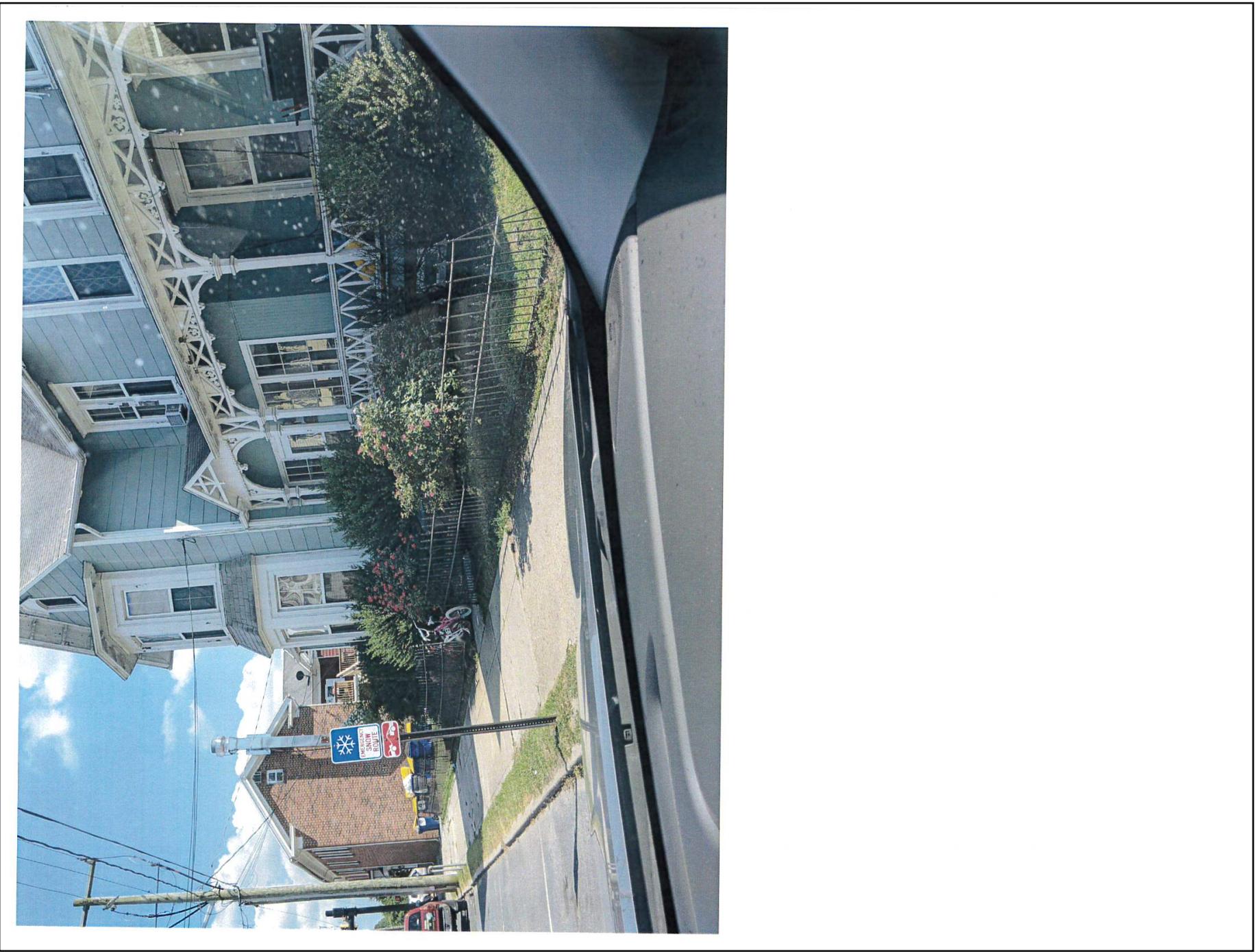












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## TOWN OF GEORGETOWN MEMORANDUM

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TO: Mayor & Council  
FROM: Gene Dvornick, Town Manager  
RE: Stalker – Message Center 360  
DATE: September 19, 2019

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The Georgetown Police Department has been using a Stalker – Message Center 360 on a demo basis for approximately 30 days. The unit was deployed to deter speeding along South Railroad Avenue and South Bedford Street (built in radar unit) and most recently along West Market Street at the Georgetown Elementary/Middle School alerting drivers to the presence of children (start of the school year). This type of equipment could be of valuable use to the Town.

After a very successful trial and after discussion with Chief Hughes, we believe the Town could benefit from the purchase of two (2) units. This would be appropriate for use at events such as Summer Concerts, Wings-n-Wheels, Return Day, Christmas Parade, New Year's Eve Celebration, and in the event of an emergency.

We have been in contact with the manufacturer (Applied Concepts, Inc.) and they are willing to discount the demo unit and a brand new unit from the list sales price of \$32,695 to \$27,890 (\$4,806 less – 14.7% reduction).

Attached you will find an information sheet for the Message 360, and the quotes for the Demo trailer and a new trailer (both equipped identically).

Recommendation:

- Authorize up to \$27,890 from the Town's Realty Transfer Tax Account to purchase the two (2) Stalker – Message 360 trailers.



## Message Center 360 | Mast-mount variable message signs

Now, 2 models to choose from:

- 3' x 6' display panel - **NEW**
- 4' x 8' display panel

*Stalker's Message Center 360 features innovative rotating mast mount design for easier travel, setup and positioning, along with a host of features and options.*



**NEW!**  
Smaller  
3' x 6' display  
option!



■ Highly efficient travel configuration

■ 300+ memorized, customized, user-programmable messages

■ Full matrix, amber LED characters - legible at up to 850 ft.

■ (4) Deep-Cycle batteries - provide a longer time between charges and up to 21 days of operation

■ Optional Traffic Data Statistics Package



■ Optional top-mount solar panels for increased autonomy

■ **NEW** - Optional on-board modem provides web-based 4G remote access for real-time message updating, battery voltage monitoring, and alerts.

3' x 6' display - **NEW**

4' x 8' display



# STALKER®

## Power to Enforce.

StalkerRadar.com

**Full Matrix LED Display**

Energy-efficient LED display provides legibility at up to 850 feet for greater motorist compliance and safety, and a 10-year average operational life to reduce maintenance time and expense.

**On-Board Dedicated Computer**

A NTCIP compliant, 365-day calendar is controlled by a dedicated on-board computer. A full-size, onboard keyboard expedites setup with secure password protection. Plus, 250 text, 60 graphic, and 20 arrow board display messages can be preprogrammed and stored in the controller. Additionally, 100 user-created messages can be programmed and stored.



**Deep-Cycle Batteries**

(4) 6-volt deep-cycle batteries provide up to 21 days of continuous operation yielding longer operational time between battery charges.



**Graffiti-Resistant Powdercoat**

The trailers are powder coated with a heavy zinc primer for improved resistance to graffiti and the elements, while its all-steel construction provides a sturdy platform and reduces damage sustained in the field.

**4 Stabilizing / Leveling Jacks**

Leveling jacks with slide-out extensions provide enhanced stability and fold up and away for travel.

**OPTIONS**

**Solar Panels**

Top-mounted solar panels recharge a day's worth of battery use with only 4 hours of bright sunlight allowing for nearly "infinite" field operation.



**Integrated Traffic Statistics**

When added to the MC360, the statistical package gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.



**NEW - Web-Based 4G Remote Access**

Real-time message updating and control is now available on all Stalker Message Center 360 trailers. The system is smart phone and tablet compatible and also provides battery voltage monitoring and alerts.



**Automated License Plate Recognition**

The MC360 trailers may be outfitted in an ALPR-ready configuration.

**Electric Winch**

An electric winch is available to raise and lower the display panel with the push of a button.

# Message Center 360

**Specifications:**

Width	68" (1.3m)
Length	107" (2.72m) with tongue 55" (1.4m) without tongue
Weight	850 lbs. (385.5kg)
Tongue weight	75 lbs. (34kg)
Main Frame	11 ga. formed steel tubing - 2" x 3" x .120
Lift Mechanism	1,500 lb. anti-reversing lift system
Lamp	30° amber LED
Legibility	up to 850 ft. (260 m)
Illumination	Active LED (4 per pixel)

**Energy Source**

Battery Bank	(4) 6-volt deep-cycle batteries
Autonomy	21 days @ 78°F (25°C)
AC Charger	On-board 45 amp 3-stage charger
Solar	140 watt solar panel array
Recovery Rate	4 hours of sun per 1 day power requirement

**Radar** - Stalker Stationary Speed Sensor II - 24.125 GHz

Detection Distance	Up to 1,200' (365 m)
Beam Width	30° x 32°

	4'x 8' Model	3' x 6' Model
Height	(raised) - 134" (3.4 m) (travel) - 102" (2.6 m)	(raised) - 131" (3.3 m) (travel) - 99" (2.5 m)
<b>Sign Display</b>		
Height	48" (1.22m)	44" (.91 m)
Width	96" (2.43m)	77" (1.83 m)
Viewing Area	44" x 84" (1.11 m x 2.13 m)	36" x 63" (.91 m x 1.6 m)
Character Height	12" (30 cm) / 18" (46 cm) (up to 4 lines)	9" (22.86 cm) - 37" (93.98 cm) (up to 4 lines)
Full Matrix Pixels	25 rows / 48 columns	28 rows / 48 columns

**Accessories:**

- Spare Tire
- Coupler lock
- Wheel lock
- Wheel jack



**STALKER**®

**Power to Enforce.**

applied concepts, inc.  
855 East Collins Blvd. ■ Richardson, Texas 75081  
972.398.3780 ■ Fax 972.398.3781



006-0484-00 Rev D

**800-STALKER**

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**QUOTE**  
**# 2031815**

applied concepts, inc.

Page 1 of 1

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

**Date:** 09/09/19

Inside Sales Partner: Diane Satoren  
972-801-4843

Reg Sales Mgr: Daniel Rinker  
214-755-6324

**Effective From :** 09/04/2019

**Valid Through:** 12/03/2019

**Lead Time:** 32 working days

<b>Bill To:</b> Georgetown Police Dept  335 North Race Street Georgetown, DE 19947-1165	<b>Customer ID:</b> 199471  Accounts Payable	<b>Ship To:</b> Georgetown Police Dept 335 N Race St Georgetown, DE 19947-1165	<i>FedEx Ground</i>  Captain Ralph Holm
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1099-00	Stalker MC360 Message Trailer (3'x6')	24	\$10,899.85	\$10,899.85
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	1	1	015-2684-59	[268459] MC 360 Message Trailer (3' x 6')		\$0.00
	2	1	200-1229-00	Traffic Stats Sensor, 2-Comm Ports, USB,Open Frame		\$0.00
	3	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		\$0.00
	4	1	015-5779-00	[274712] MC360 Solar Panel	\$1,131.97	\$1,131.97
	5	1	015-1819-00	[275569] Trailer Tongue Jack	\$101.97	\$101.97
	7	1	200-1173-00	Stalker Traffic Analyst App, Thumb Drive, Manual		\$0.00
	8	1	011-0220-00	MC360 3'x6' and 4'x8' Trailer User Manual		\$0.00
	9	1	060-1000-24	24-Month Warranty		\$0.00
<b>Group Total</b>						\$12,133.79

Product	\$12,133.79	Sub-Total:	\$12,133.79
Discount		Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$441.00
		<b>Total: USD</b>	<b>\$12,574.79</b>

Demo Trailer:  
Serial # MM10692  
If Purchased New Total Cost would be 16,347.66  
Total Savings 3258.90  
Warranty will be 5 years Solar panel and 2 years everything else.  
Warranty Starts the day we bill you.  
LED Quadrant and Cable will be replaced/repaired by Dan Rinker.

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



**QUOTE**  
**# 2031816**

applied concepts, inc.

Page 1 of 1

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

**Date:** 09/09/19

Inside Sales Partner: Diane Satoren  
972-801-4843

Reg Sales Mgr: Daniel Rinker  
214-755-6324

**Effective From :** 09/04/2019

**Valid Through:** 12/03/2019

**Lead Time:** 32 working days

<b>Bill To:</b> Georgetown Police Dept  335 North Race Street Georgetown, DE 19947-1165	<b>Customer ID:</b> 199471  Accounts Payable	<b>Ship To:</b> Georgetown Police Dept 335 N Race St Georgetown, DE 19947-1165	<i>FedEx Ground</i>  Captain Ralph Holm
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1099-00	Stalker MC360 Message Trailer (3'x6')	24	\$13,899.85	\$13,899.85
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	1	1	015-2684-59	[268459] MC 360 Message Trailer (3' x 6')		\$0.00
	2	1	200-1229-00	Traffic Stats Sensor, 2-Comm Ports, USB,Open Frame		\$0.00
	3	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		\$0.00
	4	1	015-5779-00	[274712] MC360 Solar Panel	\$1,131.97	\$1,131.97
	5	1	015-1819-00	[275569] Trailer Tongue Jack	\$101.97	\$101.97
	7	1	200-1173-00	Stalker Traffic Analyst App, Thumb Drive, Manual	\$0.00	\$0.00
	8	1	011-0220-00	MC360 3'x6' and 4'x8' Trailer User Manual		\$0.00
	9	1	060-1000-24	24-Month Warranty		\$0.00
<b>Group Total</b>						\$15,133.79

Product	\$15,133.79	Sub-Total:	\$15,133.79
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$180.53
		<b>Total: USD</b>	<b>\$15,314.32</b>

This is a NEW TRAILER w/ all the options as the demo.

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

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

This Employment Agreement Addendum is made and entered into this 25<sup>th</sup> day of September, 2019, (“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 \$119,074.70<sup>1</sup> covering the period June 1, 2019 to May 31, 2020.

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 25<sup>th</sup> day of September, 2019.

*[Signature Page Follows]*

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<sup>1</sup> Current salary of \$116,854.47 adjusted for the December 31, 2017 Consumer Price Index (1.9%)

EMPLOYEE:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Randall L. Hughes

EMPLOYER:

TOWN OF GEORGETOWN, DE

Attest:

\_\_\_\_\_

\_\_\_\_\_  
William E. West  
Mayor

\_\_\_\_\_  
Eugene S. Dvornick, Jr.  
Town Manager

DRAFT



## RESOLUTION 2019-03

### **A RESOLUTION REQUESTING THE DELAWARE DEPARTMENT OF TRANSPORTATION REDUCE THE SPEED LIMIT ALONG US ROUTE 113 WITHIN THE CORPORATE LIMITS OF THE TOWN OF GEORGETOWN**

**WHEREAS** the State of Delaware, Department of Transportation (DelDOT) has responsibility and jurisdiction over the posted speed limit along US Route 113; and

**WHEREAS** the current speed limit along the US 113 corridor, extending through the Corporate limits of the Town of Georgetown in a Southbound direction, beginning at the northern limits of the Town of Georgetown and continuing to approximately 25 yards south of the SR18 is 55 MPH then changes to 50 MPH until approximately .1 mile south of East Trap Pond Road where it increases to 55 MPH through the remainder of the Town of Georgetown limits; and

**WHEREAS** the current speed limit along the US 113 corridor, extending through the Corporate limits of the Town of Georgetown in a Northbound direction, beginning at the southern limits of the Town of Georgetown (Arrow Safety Road) is 55 MPH then changes to 50 MPH approximately .1 mile south of Old Laurel Street where it decreases to 50 MPH until approximately 25 yards north of SR18 where it increases to 55 MPH through the remainder of the limits of the Town of Georgetown; and

**WHEREAS** a review of data January 1, 2015 through August 25, 2019 reveals: 1,320 total crashes on the US113 corridor, 8 pedestrian crashes, 5 pedestrian fatalities, and 159 Personal Injury crashes; and

**WHEREAS** the primary contributing factors to the 1,320 crashes included speed, inattentive driving, distraction, careless vehicle operation, driving under the influence, fail to yield right-of-way, following too close, and improper lane change; and

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Georgetown respectfully request that DelDOT reduce the speed limit along the US 113 Corridor within the Corporate Limits of the Town of Georgetown to 45 MPH.

**ADOPTED** on this 25<sup>th</sup> day of September, A.D., 2019.

---

William E. West, Mayor

---

Robert L. Holston, Jr., Secretary

DRAFT



**ORDINANCE 2019-05**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN,  
CHAPTER 1 THEREOF, ENTITLED GENERAL PROVISIONS,  
CHAPTER 116 THEREOF, ENTITLED HOUSING STANDARDS, AND  
CHAPTER 144 THEREOF, ENTITLED NOISE**

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

**Section 1.** Chapter 1, General Provisions, Article III General Penalty, § 1-18 Summons, by  
adding:

Code Enforcement Officers are authorized to issue a summons to enforce the minimum fines due  
for violations of the following chapters of the Code:

<b>Chapter Title</b>	<b>Chapter Number</b>
Animals	52
Building Construction	61
Burning, Outdoor	70
Circuses, Carnival and Exhibitions	79
Farming	94
Hotels and Motels	114
<b><u>Housing Standards</u></b>	<b><u>116</u></b>
Ice Cream Peddlers	119
Junkyards	123
Licensing of Businesses	130
Littering and Dumping	135
<b><u>Noise</u></b>	<b><u>144</u></b>
Peace and Good Order	157
Property Maintenance	165
Sewers	176
Solid Waste	185
Street and Sidewalks	190
Trailers	206

Chapter Title	Chapter Number
Trees	208
Vehicles, Abandoned or Inoperable	212
Vehicles and Traffic	215
Water	222
Yard Sales	225

**Section 2.** Chapter 116. Housing Standards, § 116-20 Violations and penalties, is modified as follows:

§ 116-20. Violations and penalties.

~~A. Any person, firm, corporation or agent thereof who shall violate any of the provisions of this chapter or who shall fail to comply therewith or with any of the requirements thereof or who shall erect, construct, alter, extend, repair, remove, demolish, use or occupy any structure or equipment regulated by this chapter, or cause the same to be done, contrary to or in conflict with or in violation of this chapter, or who fails to comply with any notice or any order issued by the Town Manager pursuant to this order, shall be guilty of a misdemeanor and upon conviction thereof shall be fined not less than \$25 nor more than \$500 or imprisoned for a term not to exceed 30 days, or both, and shall pay the cost of prosecution. Each day of a separate and continuing violation shall be deemed a separate offense under this section.~~

~~B. In the event that any violation order is not promptly complied with, the Town Manager may issue a citation, and in cases involving first offenders of this chapter, may assess a fine of \$100 or, in the alternative, may direct that the owner or occupant appear in the court of law having jurisdiction over the alleged violation.~~

**A. Any person violating any provision of this chapter shall be subject to enforcement and fines as set forth in in Chapter 1, Article III, General Penalty. In addition, the Town Manager shall retain authority under this Chapter to pursue abatement or condemnation proceedings, or to issue other emergency orders, in cases where there appears to be a threat to public health or safety, or the property constitutes a public nuisance.**

~~B.C. In addition to the penalties and procedures set forth prescribed in Subsections A and B of this section, the Town Council may direct the Town Solicitor to proceed in law or in equity against the person responsible for the violation, including the owner of buildings and premises pursuant to § 116-33, for the purpose of ordering that person:~~

- (1) To restrain, correct or remove the violation or refrain from any further execution of work;
- (2) To restrain or correct the erection, installation or alteration of such structure;
- (3) To require the removal of work in violation; or

(4) To prevent the occupancy or use of the structure or part thereof erected, constructed, installed or altered in violation of, or not in compliance with, the provisions of this chapter, or in violation of a plan or specification under which an approval, permit or certification was issued.

**Section 3.** Chapter 144. Noise, § 144-7 Violations and penalties, is modified as follows:

§ 144-7. Violations and penalties.

~~A. A person who violates a provision of the chapter is guilty of a misdemeanor which is punishable by a fine not less than \$25 nor more than \$200.~~

~~B. Each occurrence of a violation or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.~~

**Any person violating any provision of this article shall pay such fines as set out in Chapter 1, Article III, General Penalty.**

**Section 4.** This Ordinance shall become effective following its adoption by a majority vote of all members elected to the Town Council.

**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

#### Synopsis

This ordinance adds Housing Standards and Noise to the listing of Chapters for which a summons can be issued and modifies the violation and penalties section of Housing Standards and Noise to reflect the appropriate fines and penalties.

1<sup>st</sup> Reading: August 28, 2019

2<sup>nd</sup> Reading: September 25, 2019

Adoption: September 25, 2019

**TOWN MANAGER REPORT**  
**September 25, 2019**

**Food Truck Tuesday – Extension**

The pilot of Food Truck Tuesday proved to be extremely successful and there have been requests from the public to continue the event for two additional months (October and November) weather permitting. I have already discussed this with the Chamber and they are confident they can get three vendors for each month. Requesting approval to extend Food Truck Tuesday for two (2) additional months and extending the waiver for food trucks granted on March 13, 2019 until November 30, 2019.

**Pleasure of the Mayor and Council**

**Harassment Policy**

As part of the implementation of HB 360 (149 GA) addressing Sexual Harassment, all employers with the Town of Georgetown were provided a copy of the Delaware Department of Labor Information Sheet. A copy of this is being provided to you for awareness and informational purposes.

**VZ Connect**

Finance Staff and I have been investigating various options for fleet management solutions which includes:

- Vehicle Tracking
  - Locates vehicles in near real-time
  - Monitors vehicle data such as mileage, speed, and fuel consumption
  - Tracks engine diagnostic trouble codes
- Asset Tracking
  - Reliable, battery-powered tracking of fixed and movable fleet assets like trailers, sheds, generators, and heavy equipment
  - Accessible in an easy to use online interface
- Emergency Roadside Assistance
  - Includes nationwide stolen vehicle recovery assistance

The State of Delaware uses VZ Connect for its fleet management solution (e.g., snow plows) and the Town is eligible under State Contract. The estimated cost for installation in 40 Town vehicles (covering all departments) is \$12,930 and once installed, there is a monthly fee of \$790. Information sheets are included in your packet. Staff and I recommend utilization of this service.

**Request Mayor and Council authorize up to \$13,000  
for the installation of VZ Connect in Town vehicles**

Reviewed by Town Solicitor

## **TOWN MANAGER REPORT**

### **September 25, 2019**

#### **Georgetown Presbyterian Church**

The Town received written notice of the items the Church wishes to have removed from the Bedford Street Park (copy attached) – it is all items (benches, equipment, concrete, etc. After discussion with Public Works, the work is anticipated to take two weeks and will be in early October weather permitting.

#### **Project Update**

- 39 The Circle
  - Flag poles scheduled for installation on Friday, September 27
- Road Rehabilitation
  - Beale, Booker, Conaway, Gordy
  - Anticipated to begin in early October
- Sidewalks
  - Anticipated to begin 2<sup>nd</sup> week of October

#### **Miscellaneous**

- Reminders:
  - **Delaware League of Local Governments:** Thursday, September 26, 5:30 PM, The Duncan Center (Dover)
  - **Sussex County Association of Towns:** Wednesday, October 2, 6:00 PM, hosted by Seaford
  - **Sussex County Association of Towns Steering Committee:** Friday, October 4, 9:00 AM, Arena's at the Airport

Reviewed by Town Solicitor

Takes effect January 1, 2019



STATE OF DELAWARE DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS

4425 N. MARKET STREET, 3<sup>RD</sup> FLOOR  
WILMINGTON, DE 19802  
(302) 761-8200

BLUE HEN CORPORATE CENTER  
655 S. BAY ROAD, SUITE 2H  
DOVER, DE 19901  
(302) 422-1134

Employers must distribute this information sheet to new employees at the commencement of employment and to existing employees by July 1, 2019

Download this Notice at [www.dol.delaware.gov](http://www.dol.delaware.gov)

8 GEORGETOWN PLAZA, SUITE 2  
GEORGETOWN, DE 19947  
(302) 422-1134

## DELAWARE SEXUAL HARASSMENT NOTICE

### The Delaware Discrimination in Employment Act

The Delaware Discrimination in Employment Act protects all individuals against discrimination in the workplace based on gender. Sexual harassment is a form of gender discrimination. A new law against sexual harassment passed in 2018 extends protections to all individuals, in all workplaces, including employees, applicants, apprentices, staffing agency workers, independent contractors, elected officials and their staff, agricultural workers, domestic workers, and unpaid interns.

### Sexual Harassment and the Law

Sexual harassment of an employee is unlawful when the employee is subjected to conduct that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an employee's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting an employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

### Some Examples of Sexual Harassment

- unwelcome or inappropriate touching
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors

- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

### Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak out against sexual harassment in the workplace. The Delaware Discrimination in Employment Act prohibits employers from retaliating or discriminating against any person because that person opposed an unlawful discriminatory practice. Retaliation can occur through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The Delaware Discrimination in Employment Act protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

### Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

**Report sexual harassment to the Delaware Department of Labor Office of Anti-Discrimination. Call 302-761-8200 or 302-424-1134 or visit**

<https://dia.delawareworks.com/discrimination/>

to learn how to file a complaint or report discrimination. The Department can investigate or mediate your complaint and may be able to help you collect lost wages and other damages.



## GEORGETOWN PRESBYTERIAN CHURCH

P.O. Box 46 • Georgetown, DE 19947  
(302) 856-6842 Office

Website: [www.georgetownpres.com](http://www.georgetownpres.com)

Email: [office@georgetownpres.com](mailto:office@georgetownpres.com)

Rev. Gerald Egger, Interim Pastor

---

September 18, 2019

Re: North Bedford Street Park

Eugene S. Dvornick, Jr.  
Town Manager  
TOWN OF GEORGETOWN  
37 The Circle  
Georgetown, DE 19947

Dear Gene:

Georgetown Presbyterian Church, beneficial owner of the North Bedford Street Park (1-35 14.20 139.00), hereby notifies the Town of Georgetown that it wishes to have the town remove all equipment from the park prior to December 31, 2019.

Specifically, the church wishes for the following items to be removed and the soil underneath returned to grade and sodded or seeded.

**NORTH BEDFORD STREET PARK**

**Inventory for Removal**

Ten (10) benches including concrete slabs.

Two (2) picnic tables including concrete slabs.

One (1) 8-seat swing set (one seat is missing).

One (1) wooden bench with no slab.

One (1) wooden bench on outside perimeter with no slab.

One (1) pole with park sign mounted with town rules.

Six (6) concrete slabs with nothing above them, various sizes

(4 small square, 1 big, 1 rectangular), provided there is solid ground underneath.

This is in accordance with the Agreement between the Town and the Church dated May 6, 2019.

Yours truly,

(Rev.) Gerald Egger  
Interim Pastor

**RECEIVED**

SEP 19 2019

BY: \_\_\_\_\_

Town Council Meeting  
September 25, 2019

1) Flows

**Influent Flow January – August 2019**

**224.8 mg**

**Total rain fall recorded at the plant for the year**

**28.52”**

**Gallons Sprayed Town’s field**

**80.28 mg**

**Gallons Sprayed Baxter’s fields**

**64.58 mg**

**Gallons Sprayed on Pettyjohn Woodlands**

**98.78 mg**

**Lagoon Depths – 75mg, 5.5 ft. 15mg, 4.5 ft.**

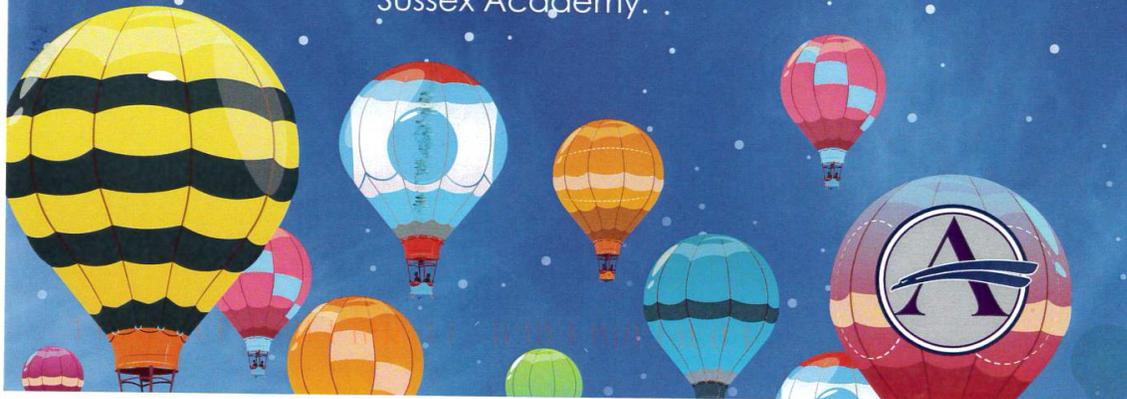
2) We are working with Beacon Engineering and Bearing Construction to get a price, to repair the Stevenson lane pump station effluent force main. Aztech has been unresponsive as far as getting started on project.

3) The new pump and piping for The Main pumping station was ordered Aug. 20<sup>th</sup>, with expected installation date 4 to 8 weeks out



The Sussex Academy Foundation  
thanks you for your support of the  
Balloons Over Sussex Festival.

The proceeds from this event benefit  
Sussex Academy.





20254 Dupont Blvd Georgetown, DE 19947 - Phone 302 858 5118

September 20, 2019



Dear Sponsor of The Hispanic Festival 2019

On behalf of the board of directors at La Esperanza and The Voice Radio Network, LLC, we want to thank you for sponsoring the Hispanic Festival. Your support of this event makes it possible for our nonprofit to better serve Sussex County's immigrant community. As you know La Esperanza's services assist families on their journey to achieve stability, integration, and success.

In addition to serving as an important fundraiser, the Hispanic Festival also provides the region with a cross-cultural experience and a chance to make new friends or reconnect with old ones. We're grateful for your event role and support.

To your success,

*Patricia R.*

Patricia V. Rivera  
La Esperanza  
Board President

Kevin Andrade  
The Voice Radio Network LLC  
President & CEO

