



Georgetown

Town Council Meeting Agenda

Meeting Date: Wednesday, February 26, 2020

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

Time: 6:30 PM Executive Session

Regular Meeting Immediately Following Executive Session

6:30 PM EXECUTIVE SESSION

- A. Mayor and Council will convene a special meeting in Executive Session, pursuant to 29 Del. C. §10004(e), for the purpose(s) of:
- A. Strategy sessions, including advice or opinion from an attorney at law, regarding (1) collective bargaining, (2) pending or potential litigation; and (3) discussion of the content of documents, excluded from the definition of "public record" in 29 Del. C. §10002. 29 Del. C. §10004(b)(4); (b)(6)

REGULAR MEETING IMMEDIATELY FOLLOWING EXECUTIVE SESSION

1. PLEDGE OF ALLEGIANCE

2. INVOCATION

3. ADOPTION OF AGENDA

4. APPROVAL OF JANUARY 22, 2019 TOWN COUNCIL MINUTES

- 4 - 7 A. [2020 January 22 TC Minutes](#)

5. ADOPTION OF ANNUAL TAX ASSESSMENTS

- 8 A. [Annual Tax Assessments](#)

6. PRESENTATION - GEORGETOWN TO LEWES TRAIL (DELDOT)

- 9 - A. DelDOT Presentation
11 [Town Council Meeting Presentation \(02.26.20\)](#)

7. PRESENTATION AND DISCUSSION ON COMMUNITY CONNECTIVITY (VILLAGE OF CINDERBERRY & THE OAKS AT GEORGETOWN)

- 12 - A. Presentation
25 [Community Connectivity Workshop \(2020-01-27\)](#)
[Recommendation to Town Council](#)

8. GREAT FUND REQUEST - \$15,000 FOR DOWNTOWN PLANTERS

- 26 - A. Information
34 [Georgetown Arts & Flowers Request \(2020-02-26\)](#)
[Proposed Planter Placement, Specification Sheets, and Photographs](#)

9. RESOLUTION #2020-01 PROPOSING TO BORROW \$1.255 MILLION FOR CAPITAL COSTS ASSOCIATED WITH THE MARKET AND BEDFORD STREETS WATER MAIN AND SERVICE LINE PROJECT, AND NOTICE OF PUBLIC HEARING TO BE HELD

- 35 A. [Resolution 2020-01 Pubic Hearing Authorizing to Borrow \\$1.255 Million Bedford and Market Streets](#)

10. 1ST READING OF ORDINANCE

- 36 - A. Ordinance #2020-01 Zoning Map Amendment UR1 with a RPC Overlay to
37 MR2 at West Side of Intersection of Vaughn Road and Ennis Road, identified as Sussex County Tax Map ID 135-14.00-44.01; 47.01; 50.00
[Ordinance 2020-01 Zoning Map Amendment UR1 with a RPC Overlay to MR2 at West Side of Intersection of Vaughn Road, identified as Sussex County Tax Map ID 135-14.00-44.01; 47.01; 50](#)

11. DEPARTMENTAL REPORTS

- 38 - A. Gene Dvornick - Town Manager
42 [Town Manager Report - 2020-02-26](#)
[Village of Cinderberry Request - Connectivity](#)
[Delaware General Assembly Legislative Report \(150 GA - 2nd Session\) \(2020-02-26\)](#)
- 43 B. Bill Bradley - Director of Public Works
[Town Council Meeting Feb. 26 2020](#)

12. PUBLIC COMMENT

13. STEP THREE GRIEVANCE HEARING(S) UNDER COLLECTIVE BARGAINING AGREEMENT - OFFICER GOINS ON BEHALF OF FOP

- 44 - A. Holiday Pay Grievance - Additional Pay for Christmas Eve
56 [2020-01-06 Grievance Holiday Pay](#)
[2020-01-13 Police Chief Response - Grievance Holiday Pay](#)
[2020-01-21 Town Manager Response - Grievance Holiday Pay](#)
[2020-02-14 Supplemental Submission - Goins](#)
[2019-05-22 Grievance Decision - Holiday Pay \(Town Council\)](#)
- 57 - B. Healthcare Grievance - Changes to Employee Contributions
61 [2020-01-14 Grievance Health Care Premium](#)
[2020-01-21 Police Chief Response - Grievance Health Care Premium](#)
[2020-02-03 Town Manager Response - Grievance Health Care Premium](#)

14. EXECUTIVE SESSION

- A. *Mayor and Council will convene a special meeting in Executive Session, pursuant to 29 Del. C. §10004(e), for the purpose(s) of:*
A. Strategy sessions, including advice or opinion from an attorney at law, regarding collective bargaining, or pending or potential litigation and records relating thereto. 29 Del. C. §10004(b)(4); (b)(6).

15. 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 Americans with Disabilities Act (ADA).

**TOWN OF GEORGETOWN
TOWN COUNCIL MEETING MINUTES**

Meeting Date: Wednesday, January 22, 2020
Location: Town Hall, 39 The Circle, Georgetown, DE 19947
Time: 6:45 PM Public Hearing
Regular Meeting Immediately Following Public Hearing

PRESENT:

Bill West, Mayor
Rebecca Johnson-Dennis, Ward Two
Chris Lecates, Ward Three
Bob Holston

STAFF PRESENT:

Eugene S. Dvornick Jr., Town Manager
Stephani J. Ballard, Town Solicitor

ABSENT:

Steve Hartstein, Ward One
Eric Rust, Superintendent Wastewater Dept.

6:45 PM – PUBLIC HEARING

An application by Larson Engineering Group, Inc., on behalf of developer, K. Hovnanian Homes, for an official zoning map amendment from Urban Residential (UR1) with a Residential Planned Community (RPC) overlay zoning district to Townhouse Residential (MR2). The properties are located on the west side of the intersection of Vaughn Road & Ennis Road, identified as Sussex County Tax Map ID 135-14.00-44.01; 47.01; 50.00.

Doug Liberman, with Larson Engineering, presented an overview of the application for an official zoning map amendment to the Mayor and Council.

REGULAR MEETING IMMEDIATELY FOLLOWING PUBLIC HEARING

1. PLEDGE OF ALLEGIANCE

Town Manager Dvornick led the Pledge of Allegiance.

2. INVOCATION

Councilwoman Lecates led the Invocation.

3. ADOPTION OF AGENDA

Motion by Councilwoman Lecates, seconded by Councilman Holston to amend the agenda by removing item #8b. **Motion Carried (unanimous)**

Motion by Councilwoman Lecates, seconded by Councilman Holston to adopt the agenda as amended. **Motion Carried (unanimous)**

4. APPROVAL OF DECEMBER 11, 2019 TOWN COUNCIL MINUTES

Motion by Councilwoman Johnson-Dennis, seconded by Councilman Holston to approve the December 11, 2019 Town Council Minutes as presented. **Motion Carried (unanimous)**

5. AUTHORIZE PURCHASE OF A 55KW TOWABLE GENERATOR SIZED FOR EMERGENCY USE AT ADMINISTRATIVE OFFICE AND SEWER/WATER PUMP STATIONS

Motion by Councilwoman Lecates, seconded by Councilman Holston to authorize the purchase of a 55kw towable generator sized for emergency use at administrative office and sewer/water pump stations. **Motion Carried (unanimous)**

6. WEBSITE REDESIGN PROPOSAL FROM DELMARVA DIGITAL (UPDATE OF TOWN WEBSITE)

Motion by Councilwoman Johnson-Dennis, seconded by Councilwoman Lecates to approve the website redesign proposal from Delmarva Digital. **Motion Carried (unanimous)**

7. PRESENTATION AND REQUEST FOR THE TOWN OF GEORGETOWN TO JOIN MONARCH CITY USA (TO SUPPORT AND ENCOURAGE THE RECOVERY OF THE MONARCH BUTTERFLY POPULATION)

Motion by Councilman Holston, seconded by Councilwoman Lecates to approve the request for the Town of Georgetown to join Monarch City USA. **Motion Carried (unanimous)**

8. DEPARTMENTAL REPORTS

A. TOWN MANAGER – GENE DVORNICK

FY 2021 Budget

The Town has begun work on our FY 2021 budget. A timeline has been provided to all Department Heads and it is anticipated we will have the first draft of the initial Budget in late February or early March. A copy of the schedule has been included with this report.

Washington DC Trip – Delaware League

The DLLG Capitol Hill visit (Washington, DC) will be on Wednesday, March 11, 2020.

The schedule is currently being finalized and usually affords an opportunity to hear from Senator Coons, Senator Carper, and Congresswoman Blunt Rochester followed by a tour of the Capitol.

Please let me know by Friday, February 21, 2020 at 3:00 PM if you are interested in attending.

Georgetown to Lewes Trail

Town Staff met with representatives from DelDOT regarding the Georgetown to Lewes Trail (Parsons Lane to Airport Road). Design completion is anticipated in the Fall of 2020 with construction in the Spring of 2021 (to coincide with the Georgetown East Gateway Project). A presentation on the project will be made to the Town Council at the February 26 Town Council Meeting. A public information session will be scheduled shortly thereafter.

February 2020 SCAT Dinner Meeting

The February 2020 Sussex County Association of Towns Dinner Meeting (hosted by Georgetown and Legislative Night) has been rescheduled for February 12, 2020 – this

conflicts with our first Town Council Meeting in February. It is suggested that we cancel the February 12 Town Council Meeting.

*Motion by Councilwoman Lecates, seconded by Councilman Holston to cancel the February 12, 2020 Town Council Meeting. **Motion Carried (unanimous)***

International Women's Day 2021 Budget

International Women's Day and the Centennial of the 19th Amendment ratification will be celebrated on Sunday, March 8 at 3:00 PM on The Circle. We will be preparing a Proclamation for the event and the organizers are requesting Members of Council, who are available, attend the event.

Planning Commission/Town Council Workshop

The Planning Commission has requested a joint meeting between the Commission and Town Council. I have requested topics for discussion be submitted by the Planning Commission and welcome any topics from Members of Council. Goal is to have a one (1) hour workshop at a date convenient for all members. A poll will be conducted for possible dates in Late February/early March.

Miscellaneous

- Legislative Update
- Reminders:
 - Delaware League of Local Governments: Thursday, January 23, 5:30 PM (Dover)
 - Sussex County Association of Towns: Wednesday, February 12, 6:00 PM, hosted by Georgetown (Legislative Night)
 - Sussex County Association of Towns Steering Committee: Friday, February 14, 9:00 AM, Arena's at the Airport.

9. PUBLIC COMMENT

None

10. ADJOURNMENT

Motion by Councilwoman Lecates, seconded by Councilwoman Johnson-Dennis to adjourn at 7:25pm. **Motion Carried (unanimous)**

APPROVED:

Robert L. Holston Jr., Secretary

ATTEST:

Eugene S. Dvornick Jr., Town Manager

DRAFT

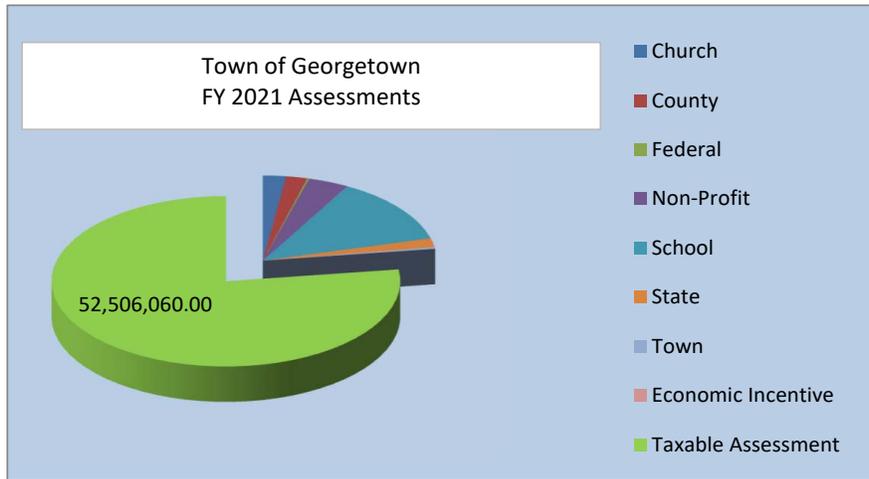
**Town of Georgetown
Annual Tax Assessments
FY2021**

Land	10,446,040.00
Improvement	<u>57,555,790.00</u>
Total Assessment	<u><u>68,001,830.00</u></u>

Exempt Properties

Church	1,460,250.00
County	1,347,950.00
Federal	114,600.00
Non-Profit	2,571,430.00
School	8,638,700.00
State	1,130,840.00
Town	232,000.00
Economic Incentive	0.00
Total Exempt	<u><u>15,495,770.00</u></u>

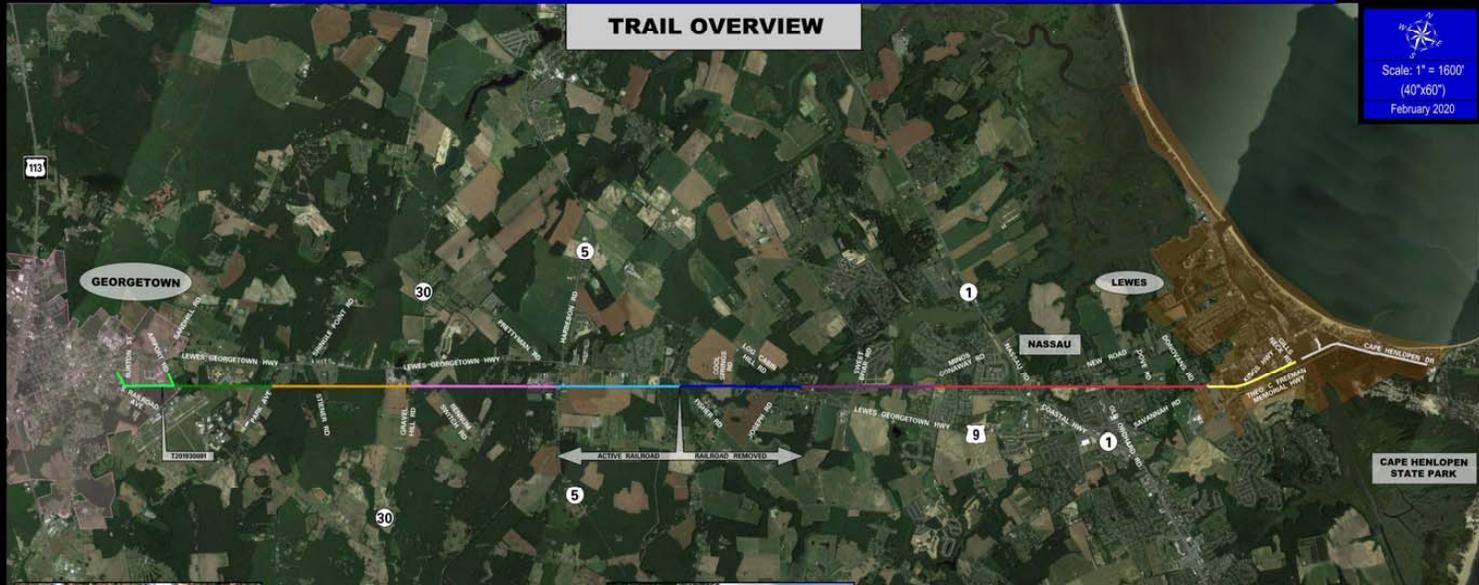
Taxable Assessment 52,506,060.00



GEORGETOWN TO LEWES TRAIL

TRAIL OVERVIEW

Scale: 1" = 1600'
(40"x60")
February 2020



LEGEND

OVERALL TRAIL LENGTH: 86,500'

CANAL TO STATE PARK (9,000')	COMPLETE
SAVANNAH ROAD TO GILLS NECK ROAD (6,000')	COMPLETE
MINOS CONAWAY ROAD TO SAVANNAH ROAD (17,250')	COMPLETE
LOG CABIN HILL ROAD TO MINOS CONAWAY ROAD (8,400')	COMPLETE
FISHER ROAD TO LOG CABIN HILL ROAD (8,900')	FALL 2021
HARBESON ROAD TO FISHER ROAD (7,850')	TBD
GRAVEL HILL ROAD TO HARBESON ROAD (9,300')	TBD
PARK AVENUE TO GRAVEL HILL ROAD (8,800')	TBD
AIRPORT ROAD TO PARK AVENUE (6,200')	FALL 2022
GEORGETOWN TO AIRPORT ROAD (4,800')	SPRING 2021
LEWES CITY LIMITS	
GEORGETOWN LIMITS	

T201930001 GEORGETOWN TO LEWES TRAIL, PHASE 8 GEORGETOWN LITTLE LEAGUE TO AIRPORT ROAD



PREPARED BY
CENTURY ENGINEERING

THIS SEAL APPLIES TO ALL SHEETS BEARING THE "TOP" SECTION DESIGNATION.

DATE: _____ SEAL: _____

THE STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY
UNITS



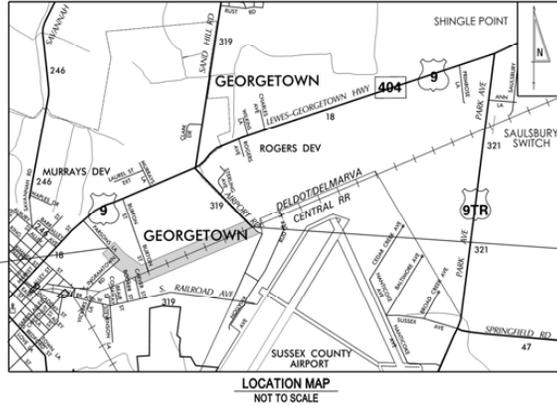
CONSTRUCTION PLANS FOR:
**GEORGETOWN TO LEWES TRAIL, PHASE 8
GEORGETOWN LITTLE LEAGUE TO AIRPORT ROAD**

CONTRACT NUMBER: T201930001
FEDERAL AID PROJECT NUMBER: ESTP-2018(35)
COUNTY: SUSSEX M.R. #: N/A

DESIGN DESIGNATION				
MD # N/A	ROAD NAME N/A	DIV. PROJECTED: N/A	YEAR: N/A	
FUNCTIONAL CLASS: N/A		DESIGN SPEED: N/A M.P.H.		
TYPE OF CONSTRUCTION: PEDESTRIAN IMPROVEMENTS		TRUCKS: N/A %		
A.A.D.T. CURRENT: N/A	YEAR: N/A	DIRECTION OF DISTRIBUTION: N/A %		
A.A.D.T. PROJECTED: N/A				
APPROVED DESIGN EXCEPTIONS				
DESIGN PARAMETER	REQUIRED	PROVIDED	DATE	
ADDENDA / REVISIONS				
ASSOCIATED CONTRACTS				
CONTRACT NO.	CONTRACT NAME			
277	SAND HILL ROAD & GRAVEL HILL ROAD, GEORGETOWN TO MILTON			
1821	WOOD BRANCH ROAD PAVEMENT REHAB			
20-005-02	RAILROAD CROSSING, S247, S281 & S319			
18-01-003	WOOD BRANCH ROAD PAVEMENT REHAB			
95-005-06	RAILROAD CROSSING DELAWARE RA ADMINISTRATION ON S 321 (US 9TR)			
99-005-03	RAILROAD CROSSING, S261, S262, S280A, S281, S319, S552, S553 & S549			
T201930004	GEORGETOWN TO LEWES RAIL WITH TRAIL PHASE II			

APPROVED FOR ADVERTISEMENT

DIRECTOR OF PLANNING _____ DATE _____

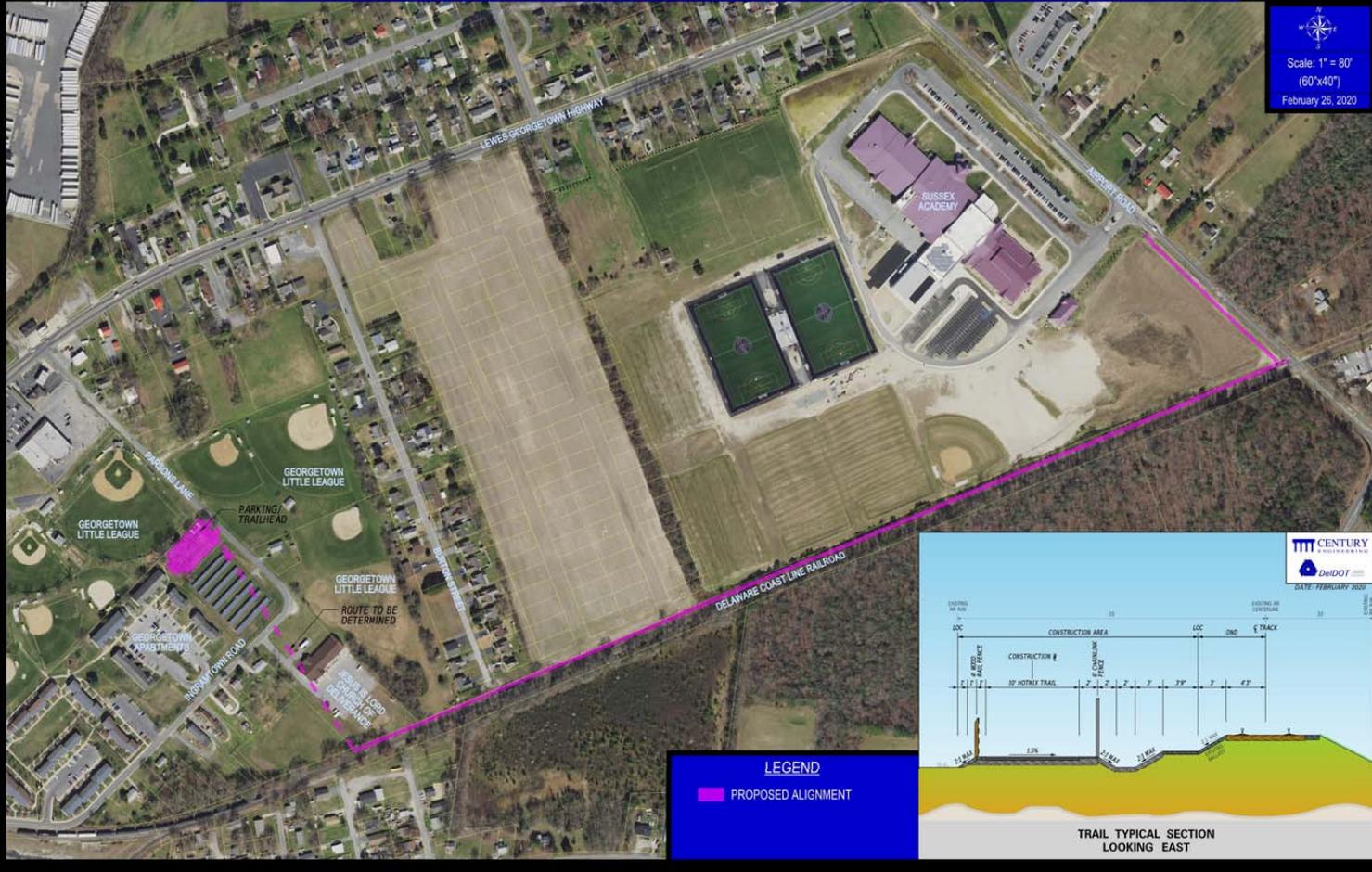


BEGIN CONTRACT
STATION 200+12.52

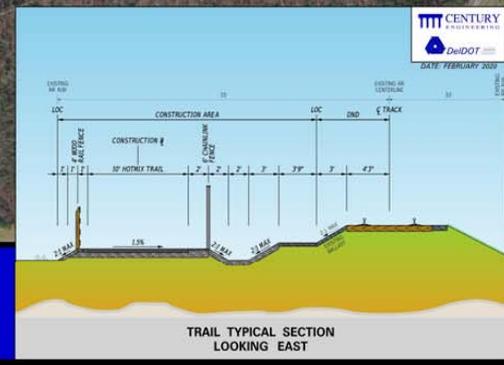
END CONTRACT
STATION 238+88.95

PROJECT SCHEDULE:
FINAL PLANS – FALL 2020
ANTICIPATED CONSTRUCTION – SPRING 2021

T201930001 GEORGETOWN TO LEWES TRAIL, PHASE 8 GEORGETOWN LITTLE LEAGUE TO AIRPORT ROAD



Scale: 1" = 80'
(60"x40")
February 26, 2020



LEGEND
█ PROPOSED ALIGNMENT

COMMUNITY CONNECTIVITY WORKSHOP

JANUARY 27, 2020



TOWN OF
GEORGETOWN

AGENDA

- **Introductions**
- **Project Background & History**
 - Connection Points
 - Connectivity Requirement
- **Concerns**
- **Suggestions**
 - Teaberry Lane
 - Frankenberry Drive
 - Cinder Way
- **Action Items and Responsibilities**
- **Recommendation to Town Council**

INTRODUCTIONS

- Name
- Community or Organization being represented
- What are three (3) things you like most about Georgetown?

PROJECT BACKGROUND & HISTORY

Village of Cinderberry

- Approval
 - April 10, 2003
- Subdivision Recorded
 - April 10, 2003
- Housing Mix
 - Single Family & Duplex
- Total Units - 163
- Zoning - UR1/RRPC

The Oaks at Georgetown

- Approval
 - February 26, 2008
- Subdivision Recorded
 - March 6, 2008
- Housing Mix
 - Single Family, Townhouse, Apartment
- Total Units - 533
- Zoning - UR1/RPC & MR1/RPC

CONNECTIVITY REQUIREMENT (DEVELOPMENT DESIGN STANDARDS)

■ RECOGNIZING EXISTING STREET NETWORK

■ Intent

- To strengthen and extend the existing established street network within the Town of Georgetown and to continue the overall character of the Town in new development.

■ Standards

- Isolated subdivisions providing no logical connections to existing streets or community shall be discouraged.
- Proposed subdivision street layout plans shall incorporate provisions for linkage streets which shall be designed to provide future access and street connection to adjacent vacant or undeveloped lands which may be developed in the future.
- Linkage street stubs shall be provided on average of at least one (1) linkage street right-of-way stub to adjacent vacant or undeveloped land greater than 5 acres. Fulfilment of this requirement must be approved by the Planning Commission.
- When a proposed subdivision is being planned adjacent to previously subdivided land and the previously subdivided land has incorporated linkage street stubs to its perimeter as part of its recorded subdivision plan, the proposed subdivision must incorporate street connections to the existing linkage street right-of-way stubs as part of its street system.

CONNECTIVITY REQUIREMENT (DEVELOPMENT DESIGN STANDARDS)

■ CONNECTION TO ADJACENT DEVELOPMENT

■ Intent

- To create a network of safe, convenient, and attractive internal linkages for pedestrians between retail and mixed use developments.

■ Encouraged:

- Pedestrian connections should be clearly defined in a combination of 2 or more of the following ways:
 - (a) a trellis, special railing, bollards, and/or other architectural features to accent the walkway at key points.
 - (b) a continuous landscape area minimum 3 feet wide on at least one side of the walkway, except as walkways cross vehicular travel lanes (where walkways abut a public right-of-way and/or driving aisles, the landscape area shall be provided between the walkway and the public right-of way driving aisle).
- Pedestrian connections should be reinforced with pedestrian scale lighting, bollard lighting, accent lighting or a combination thereof to aid in pedestrians way-finding.
- Pedestrian walkways should include clear sight lines to building entrances and should not be less than 4 feet wide.
- Where landscape areas are provided, plant material should consist of a mixture of evergreen and deciduous trees and shrubs. A minimum of 20% plant varieties should provide year-round color, texture and/or other special interest. Shrubs should be maintained at a maximum 3 foot height for visibility. Ground covers should be evergreen varieties.

CONCERNS

- Roundtable Discussion – Responses Recorded on Chart Pad

What are your concerns with respect to connectivity?

DISTANCES TO ATTRACTIONS



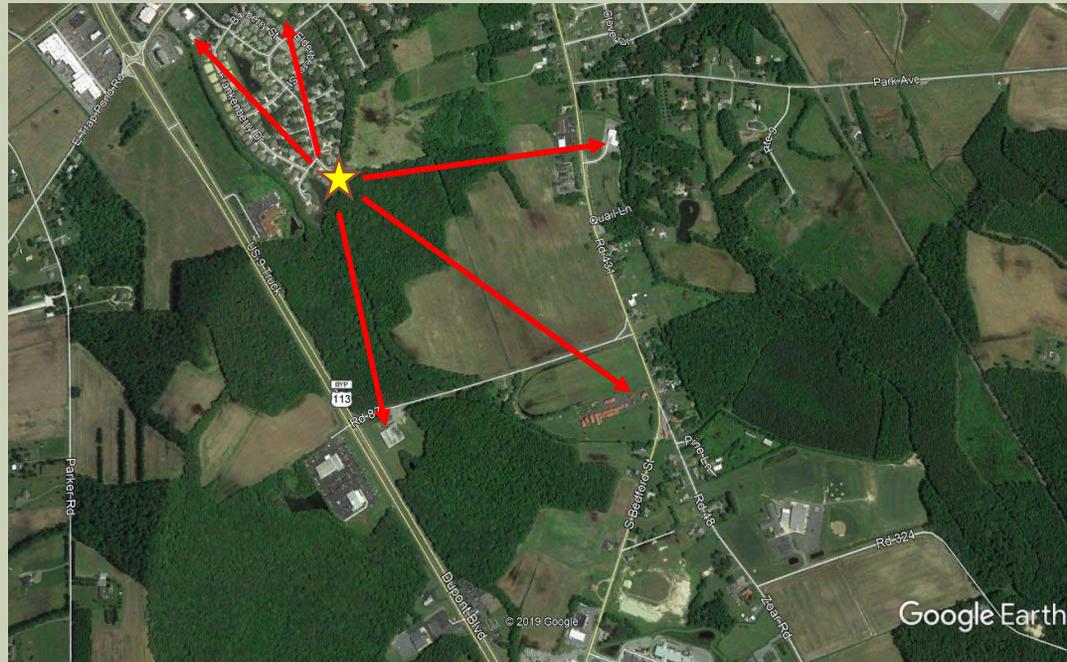
0.48 Miles



0.39 Miles



0.46 Miles



0.50 Miles

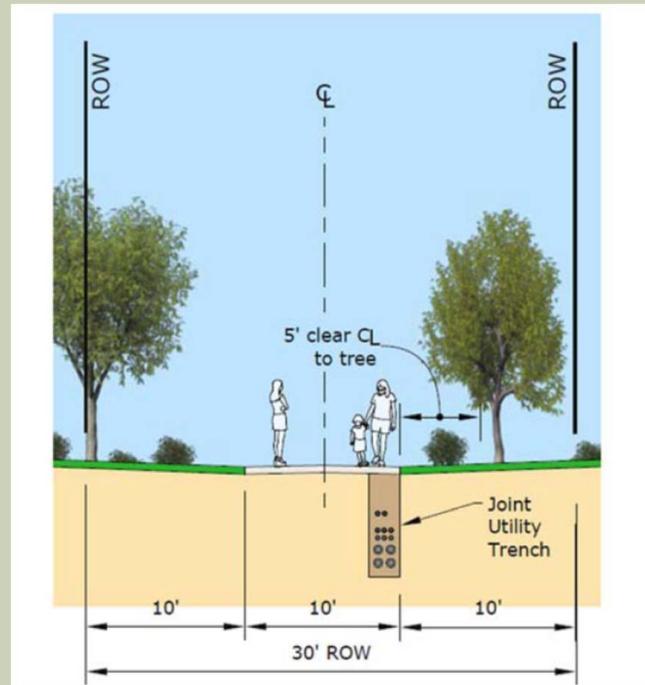


0.65 Miles

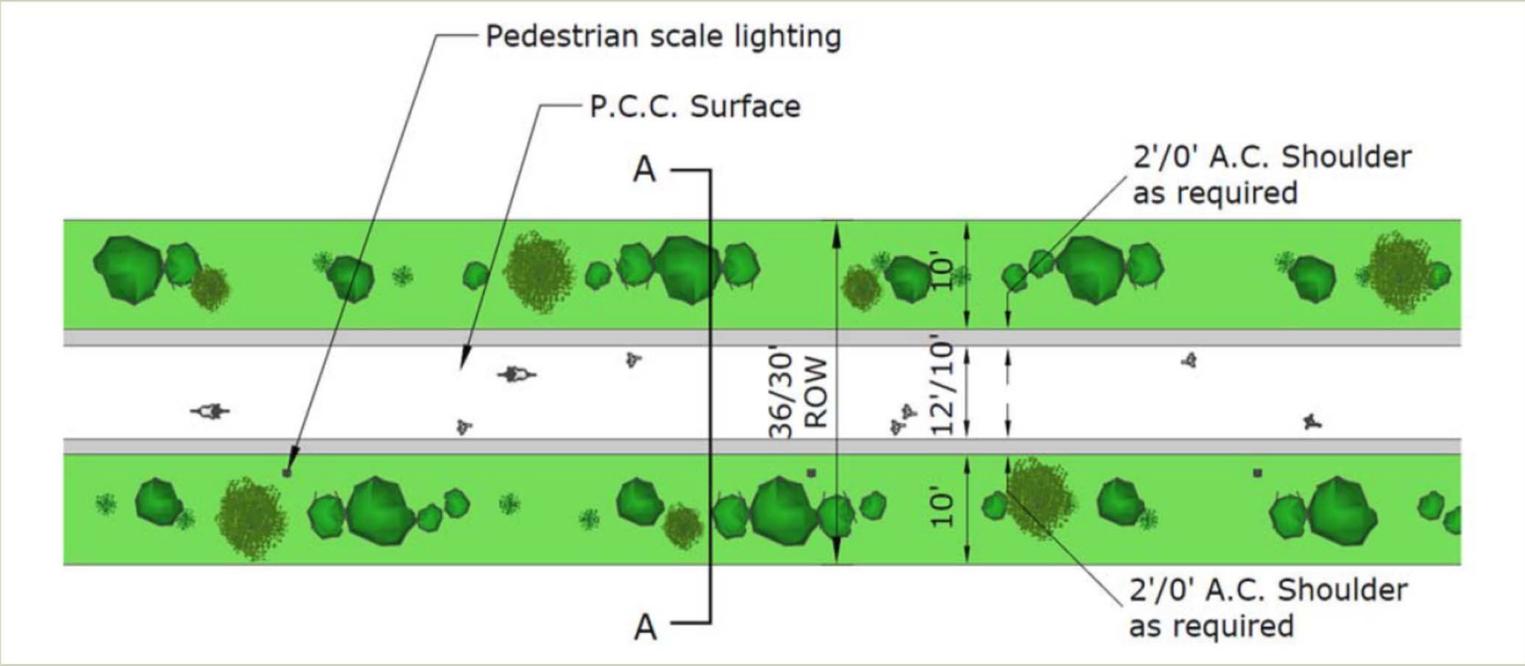
SUGGESTIONS

- **Teaberry Court**
 - Petition for abandonment of Road Section (60' ROW)
 - Grant Utility Easement
- **Frankenberry Drive**
 - Petition for abandonment of Road Section (60' ROW)
- **Cinder Way**
 - Petition for abandonment of Road Section (60' ROW)
 - Grant Utility Easement
 - Grant Pedestrian Connectivity (30' ROW)

SUGGESTED PEDESTRIAN CONNECTIVITY



PEDESTRIAN CONNECTIVITY





RECOMMENDATION TO TOWN COUNCIL

- The Village of Cinderberry be permitted to modify their approved and recorded site plan as follows:
 - Eliminating roadway connectivity to adjoining properties (Frankenberry & Teaberry)
 - Allowing pedestrian connectivity between the Village of Cinderberry and The Oaks at Georgetown
 - Allowing utility easement on Cinder Way to the Oaks at Georgetown

TOWN OF GEORGETOWN MEMORANDUM

TO: Mayor and Council
 FROM: Gene Dvornick, Town Manager
 RE: Georgetown Arts & Flowers – Grant Request
 DATE: February 26, 2020

The Georgetown Arts & Flowers organization is seeking funds from the Georgetown Recreation Education and Arts Trust Fund to help offset costs related to beautification of downtown, specifically, stationary planters along East Market Street, the Old Courthouse, in front of the Town Administrative Offices.

The request breakdown is as follows:

<u>Vendor</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Extended</u>
Keystone Ridge Designs	Atlanta 32 Gallon Planter (Round)	2	\$ 1,028.20	\$ 2,056.40
Keystone Ridge Designs	Atlanta 32 Gallon Planter (Square)	4	\$ 1,314.35	\$ 5,257.40
Keystone Ridge Designs	Self-watering Insert	6	\$ 185.00	\$ 1,110.00
EarthPlanter	Urban Vase 31	14	\$ 399.00	\$ 5,586.00
EarthPlanter	Discount	1	\$ (980.00)	\$ (980.00)
EarthPlanter	Shipping	1	\$ 288.00	\$ 288.00
				\$13,317.80

During the month of February, Keystone Ridge Design offers free shipping on orders placed before the end of the month. Also, not included in this request will be replacement of the bench that was struck on the southwest side of The Circle (General Fund expenditure).

It is anticipated, a second request will be forthcoming for plants and soil at a future date.

In your packets is information on the proposed planter locations and specification sheets for each planter type.

The request before Council is authorization not to exceed \$15,000.00 for the purchase of planters.

Proposed Planter Placement



Key	Quantity	Description	Location
●	12	EPMV-31 Urban Vase	East Market Street
●	2	AT3-32 Atlanta Round Planter	Town Administrative Office
■	4	AT3SQ-32 Atlanta Square Planter	County Parking Lot – Black Fencing

Proposed Planter Placement



<u>Key</u>	<u>Quantity</u>	<u>Description</u>	<u>Location</u>
●	2	EPMV-31 Urban Vase	Old Courthouse



EarthPlanter

The Leader in Commercial Self-Watering Planter Systems

Model: EPMV-31 Urban Vase



Key Features:

- **Arrives Fully Assembled** – no separate parts, no wicks or wicking material to install
- **Industry Leading Design** – eliminates the need for top watering & delivers superior results in the toughest commercial environments
- **Water Overflow** – internal assembly provides superior protection from over-watering while eliminating unsightly holes, insect intrusion and potential clogging
- **Colors** – highest quality stone effect colors are included at no additional charge

Specifications:

- Dimensions: 31" Top Outside Diameter x 25 3/4" H
- Planting Tray Depth: 13"
- Water Capacity: 18 Gallons
- Product Weight:
 - 23 lbs. (ship weight)
 - 280+ lbs. with water and wet soil
- Soil Capacity: 3.2 Cubic Feet– Pro Mix BX or equivalent soil required
- Planters per Pallet: up to 10
- Watering Cycle: once every 2-3 weeks (mid-summer average)
- Material: LLDPE, Linear Low-Density Polyethylene Embedded with UV Inhibitors to protect against sun fade
- Manufacturing: Rotational Molded for strength & durability
- Colors: Sandstone, Millstone, Gray Granite, Blackstone, Rich Terra Cotta
- Stackable: Yes
- Winterized: Yes
- 100% Made in the USA

www.EarthPlanter.com

Phone: 877.815.9276 * Email: sales@earthplanter.com



ATLANTA

The **ATLANTA ROUND PLANTER** allows you the freedom to coordinate with a bench series, or mix and match for an eclectic motif. Beautify your surroundings with our exclusive collection of steel planters.



2



STANDARD FEATURES

- Color: exclusive KEYSHIELD® polyester powder coating finish
- Support: elevated or adjustable
- Liner: leak-proof, commercial-grade plastic, with or without drainage holes
- Sleeve: standard KEYSHIELD® powder coat color
- Fully assembled unit
- Continuous weld seams
- Three-year warranty
- Made in the USA



CUSTOM OPTIONS

- Color: custom KEYSHIELD® powder coat
- Support: bury extension
- Liner: galvanized or powder coated steel
- Sleeve: custom KEYSHIELD® powder coat color
- Materials: sustainable hardwood, stainless steel, recycled plastic



ENHANCEMENTS

- Inquire about coordinating benches, ash urns, planters, tables, and other furnishings
- Self-watering containers
- Cast bronze plaques
- Laser cuts
- Decals



670 Mercer Road | Butler, PA 16001-1840
 Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253
www.keystoneridgedesigns.com



ATLANTA

ATLANTA ROUND PLANTER

Bench with back is covered by Patent No. Des. D372,133. Ash/trash is covered by Patent No. Des. D459,563. All other Atlanta pieces are Exclusive By Design™.

KEYSHIELD® METAL FINISH

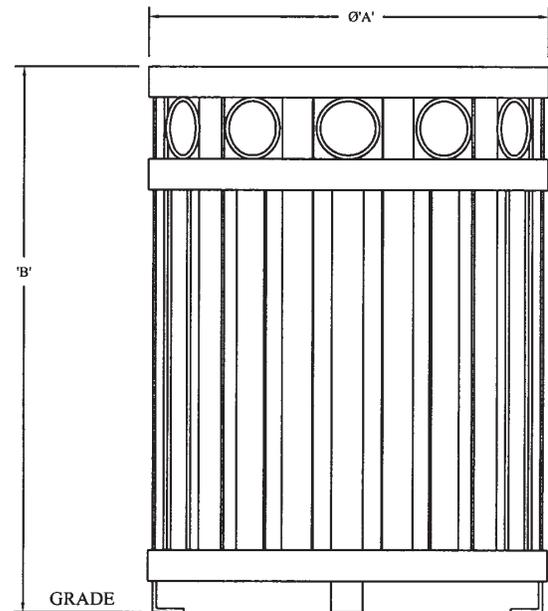
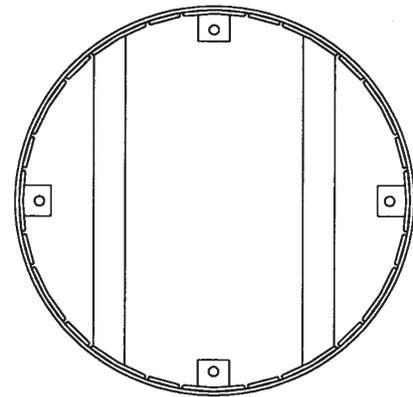
The trademarked KEYSHIELD® finish protects each piece of furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish and a low-emitting non-porous armor.

FULLY ASSEMBLED UNIT

The Atlanta round planter is manufactured in the USA as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site, saving time and money.

MATERIALS

Fully-welded commercial-grade steel construction.



	AT3-22	AT3-32	AT3-38
	22 gal.	32 gal.	38 gal.
DIAMETER (A)	21"	25 1/4"	25 1/4"
ELEVATED LEG (B)	30 1/4"	35 1/4"	35 1/4"
ADJUSTABLE LEG	29 1/4"	34 1/4"	34 1/4"
WEIGHT	115 lbs.	153 lbs.	163 lbs.

PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc.® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs' products and services,

we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs' products will be rigorously protected.



670 Mercer Road | Butler, PA 16001-1840
 Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253
www.keystoneridgedesigns.com



The **ATLANTA SQUARE PLANTER** allows you the freedom to coordinate with a bench series, or mix and match for an eclectic motif. Beautify your surroundings with our exclusive collection of steel planters.



AT45Q-32



STANDARD FEATURES

- Color: exclusive KEYSHIELD® polyester powder coating finish
- Support: elevated or adjustable
- Liner: leak-proof, commercial-grade plastic, with or without drainage holes
- Sleeve: standard KEYSHIELD® powder coat color
- Fully assembled unit
- Continuous weld seams
- Three-year warranty
- Made in the USA



CUSTOM OPTIONS

- Color: custom KEYSHIELD® powder coat
- Support: bury extension
- Liner: galvanized or powder coated steel
- Sleeve: custom KEYSHIELD® powder coat color
- Materials: sustainable hardwood, stainless steel, recycled plastic



ENHANCEMENTS

- Inquire about coordinating benches, ash urns, planters, tables, and other furnishings
- Self-watering containers
- Cast bronze plaques
- Laser cuts
- Decals



670 Mercer Road | Butler, PA 16001-1840
 Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253
www.keystoneridgedesigns.com



ATLANTA SQUARE PLANTER

Bench with back is covered by Patent No. Des. D372,133. Ash/ trash is covered by Patent No. Des. D459,563. All other Atlanta pieces are Exclusive By Design™.

KEYSHIELD® METAL FINISH

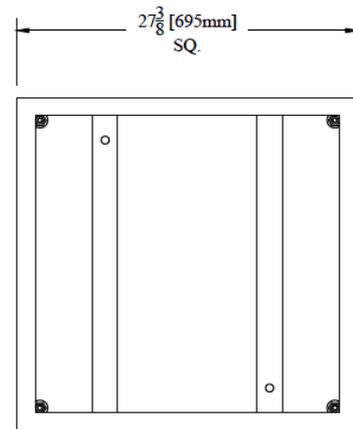
The trademarked KEYSHIELD® finish protects each piece of furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish and a low-emitting non-porous armor.

FULLY ASSEMBLED UNIT

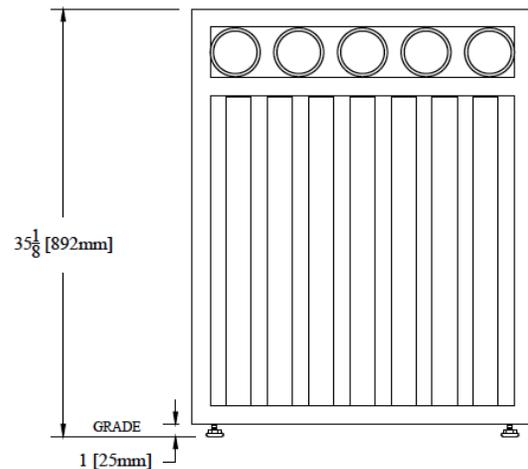
The Atlanta square planter is manufactured in the USA as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site, saving time and money.

MATERIALS

Fully-welded commercial-grade steel construction.



	AT3SQ-22	AT3SQ-32	AT3SQ-38
	22 gal.	32 gal.	38 gal.
WIDTH	24 3/4"	27 3/8"	27 3/8"
ELEVATED LEG	30 3/4"	36 1/8"	36 1/8"
ADJUSTABLE LEG	29 3/4"	35 1/8"	35 1/8"
WEIGHT	157 lbs.	195 lbs.	205 lbs.



PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc.® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs' products and services,

we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs' products will be rigorously protected.



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RESOLUTION #2020-01

A RESOLUTION PROPOSING TO BORROW UP TO \$1,255,000 FOR CAPITAL COSTS ASSOCIATED WITH THE MARKET & BEDFORD STREETS WATER MAIN AND SERVICE LINE PROJECT CALLING FOR A PUBLIC HEARING ON THE PROPOSED BORROWING.

WHEREAS, pursuant to the Charter of the Town of Georgetown, the Town Council of the Town is authorized to borrow money and issue bonds or certificates of indebtedness to secure the repayment thereof on the faith and credit of the Town of Georgetown to provide for certain municipal projects and improvements, after holding a public hearing thereon:

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Georgetown as follows:

1. The Town Council of the Town of Georgetown hereby gives notice to the electors of the Town that the Town proposes to borrow an amount of money, not to exceed \$1,255,000.00, to provide funds for the Market & Bedford Street Water Main and Service Line Project.
2. The proposed borrowing shall be secured by the full faith and credit of the Town.
3. The Bonds are proposed to be repaid by the general and proprietary revenues of the Town.
4. The Town Council will hold a public hearing on the proposed borrowing, anticipated to be held on March 11, 2020 at 6:30 pm at the Town Hall, 39 The Circle, Georgetown, Delaware.

AND BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to cause a notice of the upcoming public hearing to be printed in a newspaper having general circulation in the Town at least one week before the time set for the public hearing.

ADOPTED by the Town Council of the Town of Georgetown, Delaware on the _____ day of _____, A.D., 2020.

William E. West
Mayor

Robert L. Holston Jr.
Secretary of the Council



ORDINANCE NO. 2020-01

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF GEORGETOWN, CHAPTER 230 THEREOF, ENTITLED ZONING, TO CHANGE THE ZONING MAP FOR THE PROPERTY LOCATED AT SUSSEX COUNTY TAX MAP 135-14.00-44.01; 47.01; 50.00 FROM UR1 (URBAN RESIDENTIAL) WITH A RESIDENTIAL PLANNED COMMUNITY (RPC) OVERLAY TO MR2 (TOWNHOUSE RESIDENTIAL).

WHEREAS, the Town Council of the Town of Georgetown received an application to amend the zoning map of the Town of Georgetown from UR1 with a RPC Overlay to MR2 for the property located on the West side of the intersection of Vaughn Road and Ennis Road, identified as Sussex County Tax Map ID 135-14.00-44.01; 47.01; 50.00, and;

WHEREAS, the Planning Commission of the Town of Georgetown has reviewed the application and has recommended approval by the Town Council, and;

WHEREAS, the Town Council of the Town of Georgetown held an advertised public hearing on January 22, 2020 to allow for public comment on the application, and;

WHEREAS, the Town Council finds the proposed mix of uses is compatible with the Town of Georgetown Comprehensive Plan and the permitted uses described for the area are consistent with the intent of Chapter 230 Zoning, Article X – MR2 – Townhouse Residential District, and;

WHEREAS, the Town Council finds the proposed uses are compatible with existing adjoining uses, and;

WHEREAS, the Town Council has reviewed comments received with respect to this application and find them to be in support of the application, and;

WHEREAS, it is the opinion of the Town Council of the Town of Georgetown that the amendment will not have an adverse effect on adjacent properties and is in the spirit of the Georgetown Zoning Code and voted to approve the zoning change on February 26, 2020;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN, HEREBY ORDAINS:

Section 1. The Georgetown Zoning Map be amended by zoning the property identified as Sussex County Tax Map 135-14.00-44.01; 47.01; 50.00, with approximately 50.98 +/- acres, to a classification of MR2 (Townhouse Residential).

Section 2. This Ordinance shall take effect immediately upon its adoption by a majority of the vote of all members of the Town Council of the Town of Georgetown.

ADOPTED by the Town Council of the Town of Georgetown, Delaware on the 11th day of March, A.D., 2020.

William E. West
Mayor

Robert L. Holston, Jr.
Secretary of the Town Council

TOWN MANAGER REPORT
February 26, 2020

Washington DC Trip – Delaware League

The DLLG Capitol Hill visit (Washington, DC) will be on Wednesday, March 11, 2020.

The schedule is currently being finalized and usually affords an opportunity to hear from Senator Coons, Senator Carper, and Congresswoman Blunt Rochester followed by a tour of Capitol.

Please let me know by Friday, February 21, 2020 at 3:00 PM if you are interested in attending.

2020 Annual Municipal Election

Statements of Candidacy for Mayor, Ward 3, and Ward 4 will be available on Monday, March 2, 2020. The deadline for completion and filing is April 17, 2020 at 5:00 PM. Should an election be needed it will be held on Saturday, May 9, 2020 from 8:00 AM until 6:00 PM.

Abandonment Request – Village of Cinderberry

The Town has received a formal request from the Village of Cinderberry HOA/POA for the abandonment of roadway connectivity to three (3) adjoining properties: Stevenson Property, Easter Seals Property, and The Oaks at Georgetown. This request is consistent with the information presented under Agenda Item 7. It is anticipated we will be scheduling a public hearing regarding the abandonment in March 2020. A copy of the formal request is included in your packets.

Monarch City USA

I am pleased to report that the Town of Georgetown in the *first* Monarch City USA in Delaware. We received signage indicating our participation and they will be installed with our Tree City USA signs. Special thanks goes to the Georgetown Arts & Flowers for bringing this program to our attention.

PNC Interim Financing Account

As part of our construction projects for 37 and 39 The Circle the Town was required to establish an interim financing back account. This was set up with PNC Bank and initially funded with General Fund monies. With the completion of the project and the conversion to permanent debt (with USDA) the interim financing account is no longer required. It is the recommendation of myself and Finance Staff to close the account and transfer the residual balance of \$118,865.74 to the General Fund.

Pleasure of the Mayor and Council

Reviewed by Town Solicitor

TOWN MANAGER REPORT

February 26, 2020

Lights On – Georgetown Strong

On February 18, 2020, Chief Hughes and I met with representatives of the HELP Initiative to discuss a program titled “Lights On – Georgetown Strong”. Similar initiatives have taken place in Milford, Laurel, Seaford and Wilmington. The focus is on converting exterior lights to a dusk to dawn bulb resulting in better lit communities. The program has been fully funded by the Delaware Sustainable Energy Utility. The goal is a minimum of 400 homes being contacted in Georgetown. The program will be run out of the police station during weekdays. We anticipate efforts beginning in early March.

UD Project – Dining in Downtown Georgetown

The Town of Georgetown was selected for a University of Delaware project looking a dining in the downtown area (West Market Street/East Market Street/North Race Street). It is anticipated the project will be approximately 2 – 3 months with written report and presentation to the Town Council in late April/Early May.

Miscellaneous

- Legislative Update
- Reminders:
 - **Delaware League of Local Governments:** Thursday, February 26, 5:30 PM (Dover)
 - **Sussex County Association of Towns:** Wednesday, March 4, 6:00 PM, hosted by Laurel
 - **Sussex County Association of Towns Steering Committee:** Friday, March 6, 9:00 AM, Arena’s at the Airport

Reviewed by Town Solicitor

The Village of Cinderberry HOA/POA

19 Cinder Way
Georgetown De. 19947

February 5, 2020

Mr, Gene Dvornick
Town Manager
The Town of Georgetown
37 The Circle
Georgetown, De. 19947

The Village of Cinderberry requests consideration to eliminate roadway connectivity to three adjoining properties per the following:

1. Abandonment of the road section, with sixty-foot right-of-way, from Teaberry Court to the Stevenson property. Grant utility easement.
2. Abandonment of the road section, with sixty-foot right-of-way, from Frankenberry Drive to the Easter Seals property.
3. Provide pedestrian connectivity with thirty-foot right-of-way, in lieu of the road section with sixty-foot of right-of-way, from Cinder Way to The Oaks at Georgetown. Grant utility easement.

Sincerely



Ron Hinkel
President
The Village of Cinderberry HOA/POA
302 339 7018



Town of Georgetown Second Session, 150th Delaware General Assembly Legislative Report

Prepared By:
Eugene S. Dvornick, Jr., Town Manager
February 26, 2020

Bill	Description	Position	Status	
HS 1 for HB 200	Clean Water for Delaware	Support	Out of Committee (01/28/20)	
HB 135	Constitutional Amendment – “Crossover Day” (First Leg)	Support	Administration (05/02/19)	
HB 265 w/ HA 1	Tax Exemption for Disabled Veterans	Support	Appropriations (01/29/20)	
HB 270	Stands Operated by a Child (Lemonade or other)	Support	Economic Development/Banking/Insurance & Commerce (12/12/19)	
HB 271	POW/MIA Flag Display (Consistent with Federal Law)	Support	Administration (01/09/20)	
HB 275	Leashed Dogs (Outdoor Patios)	Support	PASSED (01/16/20)	PASSED (01/30/20)
HB 290	Bond Bill Amendment	Support	Signed by Governor (02/06/20)	

HB 294	Pedestrian Solicitation	Support	Public Safety & Homeland Security (01/30/20)	
HB 300	Capital Improvements – Bond (Governor’s Recommended)	Under Review	Capital Infrastructure (01/30/20)	
SB 182 w/ SA 1	Municipal Prohibition on Trucks	Neutral	Transportation/Land Use and Infrastructure (01/30/20)	PASSED (01/29/20)
SB 202	Equal Accommodations in Parking	Under Review		Transportation (01/15/20)
SB 207	Invasive Plant	Neutral		PASSED (01/30/20)
SB 211	POW/MIA Flag Display (Consistent with Federal Law)	Support		Veteran Affairs (01/29/20)
SB 225	Budget Bill (Governors Recommended)	Under Review		Finance (01/29/20)
SB 226	One-Time Supplement (Governor’s Recommended)	Under Review		Finance (01/29/20)
Watch List:	Lodging Tax – Air BNB Minimum Wage Recreational Marijuana Renewable Energy Portfolio			

**Town Council Meeting
February 26 2020
Public Works**

At this time the Town is averaging 650,000 gallons of water per day to supply the town.

The four wells at this time are only averaging four hours run time per well per day.

We have ordered 50 two water meters and will start replacing when they are delivered.

We have been repairing potholes throughout the Town it is an ongoing project due to weather and the hot-mix plants making the material.

The Street sweeper has been out and the Town is looking good.

The street name signs have been replaced in cinder-berry Villiage that was faded and unreadable.

William J. Bradley



FRATERNAL ORDER OF POLICE

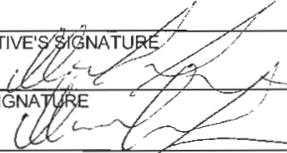
Georgetown Police Department

FOP Bargaining Unit

FOP GRIEVANCE		
PLEASE PRINT OR TYPE		
NAME OF GRIEVANT Michael Goins	EMPLOYEE NO. 90817	
NAME OF FOP REPRESENTATIVE Michael Goins		
REPRESENTATIVE'S PHONE 302-228-4136	GRIEVANT'S WORK PHONE 302-856-6613	GRIEVANT'S CLASSIFICATION Patrol Officer
ARTICLE(S) AND SECTION(S) NUMBER(S) OF CONTRACT VIOLATION Article 7, PAID HOLIDAYS, section 7.1 holidays, section 7.2, section 7.4		
STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC. (CONTINUE ON SEPARATE PAGE IF NECESSARY)		
<p>Patrol Officers worked Christmas Eve, 12/24/19, and were only paid for a Half-day of Holiday Pay. Patrol Officers scheduled off on Christmas Eve, 12/24/19, were also only paid for a Half-day holiday.</p> <p>Under Article 7, section 7.1 Holidays: Employees shall be eligible for all Holidays, as adopted annually, by the Town Council. Under 7.1 Christmas Eve is listed as a half day, however the Town Council chose to adopt this as a full day for town employees.</p> <p>Under Article 7, section 7.2, If an employee works on the following Holidays: of which Christmas Eve is listed, the employee will be paid at a rate of one and one half times the base rate of pay for hours actually worked.</p> <p>Under Article 7, section 7.4, Eligibility for Holiday Pay: Employees not scheduled to work the holiday will receive eight (8) hours standard pay for that holiday.</p> <p>Thus, under the above sections because the Town Council chose to adopt this as a full day for town employees, those Officers who worked should receive at one and one half times for hours actually worked and those not scheduled to work the holiday will receive eight (8) hours standard pay for the holiday.</p> <p>The failure of the Town to pay the Officers for the full Holiday Day on Christmas Eve and Return Day as adopted by the Town is a Breach of the Collective Bargaining Agreement, Article 7, section 7.1 Holidays; section 7.2 and section 7.4.</p>		
REMEDY REQUESTED The Town to pay Officers for Full Day Holiday pay for hours worked on Christmas Eve and Return Day and for those officers not scheduled to work those Holidays to receive eight (8) hours standard pay for the holidays as required by the Collective Bargaining Unit, Article 7, Holidays, section 7.1; section 7.2 and section 7.4 and/or other Contractual benefits, State and		

Federal Laws, Amendments or Executive Orders.

REPRESENTATIVE'S SIGNATURE



DATE

01/06/2020

GRIEVANT'S SIGNATURE



DATE

01/06/2020

Rec. from Mike Guias on Jan. 6, 2020 @ 1515 hours
by R.L. Hughes.



THE ORIGINAL OF THIS FORM MUST BE SUBMITTED AT EVERY STEP. ONCE A DECISION HAS BEEN MADE, THE ORIGINAL MUST BE RETURNED TO THE FOP REPRESENTATIVE ALONG WITH ANY WRITTEN RESPONSE TO THE GRIEVANCE. IF THERE IS NO RESPONSE OR IF THE ORIGINAL IS NOT RETURNED TO THE FOP TIMELY, THE FOP MAY ADVANCE A COPY OF THIS FORM TO THE NEXT STEP.

INFORMAL STEP

CHIEF OF POLICE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED (YES/NO)	

FORMAL STEP ONE

CHIEF OF POLICE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

FORMAL STEP TWO

TOWN MANAGER

DATE DELIVERED	CHIEF'S SIGNATURE		
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)		
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

FORMAL STEP THREE

MAYOR AND COUNCIL

IDENTIFY MANAGEMENT OFFICIAL SERVED WITH NOTICE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL
----------------	----------------------------------

Grievance Tracking:

1st Step..... from ____/____/____ to ____/____/____
 2nd Step..... from ____/____/____ to ____/____/____
 3rd Step..... from ____/____/____ to ____/____/____
 Arbitration..... from ____/____/____ to ____/____/____

DISPOSITION DATE	FINAL DISPOSITION OF GRIEVANCE	
NOTIFICATION DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION

Eugene Dvornick

From: Hughes Randall (Georgetown PD) <Randall.Hughes@CJ.State.de.us>
Sent: Monday, January 13, 2020 8:51 AM
To: Goins Michael (Georgetown PD)
Cc: Eugene Dvornick; 'Stephani Ballard Wagner'
Subject: Holiday Pay Grievance

Based on a review of the current Collective Bargaining Agreement, which outlines specific holidays afforded to the Bargaining Unit (Article 7 Paid Holidays; 7.1 Holidays), I find that the holiday pay issued for all members of the bargaining unit for Christmas Eve (half day) was in compliance with the agreement. As you should recall, this same issue was grieved last year and this determination is in accordance with the final Third Step Grievance decision from that proceeding. Your January 6, 2020 grievance also makes reference to "Return Day", however there was no Return Day in 2019.

R.L. Hughes
Georgetown Police Department
Chief of Police
335 North Race Street
Georgetown, De 19947
Office: (302) 856-6613
Cell: (302) 841-9227

Eugene Dvornick

From: Eugene Dvornick
Sent: Tuesday, January 21, 2020 9:11 AM
To: 'Goins, Michael (CJ)'
Cc: 'Stephani J. Ballard Esquire (sjballard@comcast.net)'; 'Randall.Hughes@CJ.State.de.us'; Laura Givens; Olga Holm
Subject: Holiday Pay Grievance - Step 2

Tracking:	Recipient	Delivery	Read
	'Goins, Michael (CJ)'		
	'Stephani J. Ballard Esquire (sjballard@comcast.net)'		
	'Randall.Hughes@CJ.State.de.us'		
	Laura Givens	Delivered: 1/21/2020 9:11 AM	Read: 1/21/2020 9:13 AM
	Olga Holm	Delivered: 1/21/2020 9:11 AM	

I have received your Step 2 grievance requesting additional Holiday Pay for Christmas Eve 2019 and "Return Day" (please note there was not a Return Day in calendar year 2019).

Based on a review of the current Collective Bargaining Agreement, which outlines **specific holidays** afforded to the Bargaining Unit (Article 7 Paid Holidays, 7.1 Holidays), I find that the half-day of holiday pay issued for all members of the bargaining unit was in full compliance as outlined in the agreement, "Christmas Eve (half day)." This has consistently been applied for half-day holidays since the inception of the Bargaining Unit and the first Collective Bargaining Agreement (2001).

The specific itemization of holidays within the Bargaining Agreement (which is not afforded to other employees) is what controls Holidays for the Bargaining Unit under the current contract. To the extent there is any confusion about Article 7, this will be addressed in the bargaining process for the next contract.

Accordingly, I find that the Town did in fact comply with the language as outlined in Article 7 and no additional compensation is necessary.

Gene Dvornick, ICMA-CM
Town Manager
Town of Georgetown
37 The Circle
Georgetown, DE 19947
O: (302) 856-7391
F: (302) 856-6348



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**TOWN MANAGER REPORT
December 11, 2019**

Vacant Property Registration Update

On May 22, 2019 the Town enacted our Vacant Building Registration Ordinance. We initially identified and noticed 42 property owners. At the current time:

Properties Reoccupied: 8
Permits issued for Rehabilitation: 4
No Responses: 10 (billing appears as amount due the Town)
Pending Demolitions: 3 (includes the Former Valero Station)
Demolitions: 2
Waivers Issued: 9

DWSRF Water Loan Request

The Town's request for \$1,255,000 from the Drinking Water State Revolving Fund is scheduled for hearing and decision by the Water Infrastructure Advisory Council on Wednesday, December 18 – our project was moved up in ranking as a result of other projects withdrawing or receiving alternate funding.

Sussex County Capacity Surrender

Sussex County has notified the Town that it is providing twelve months' notice to surrender 100% of the County's used wastewater capacity for the Delaware Coastal Business Park and Coastal Airport. The Town has been working with the County regarding flow reversal options. We will add this as an agenda item in early 2020.

January 2020 SCAT Dinner Meeting

The January 2020 Sussex County Associations of Towns Dinner Meeting has been rescheduled for January 8, 2020 – this conflicts with our first Town Council Meeting in January. It is suggested that we cancel the January 8 Town Council Meeting.

Pleasure of the Mayor and Council

Miscellaneous

- Reminders:
 - **Town Offices Closed:** Tuesday, December 24, in observation of Christmas Eve
 - **Town Offices Closed:** Wednesday, December 25, in observation of Christmas Day
 - **Town Offices Closed:** Wednesday, January 1, in observation of New Year's Day
 - **Sussex County Association of Towns:** Wednesday, January 8, 6:00 PM, hosted by Sussex County
 - **Sussex County Association of Towns Steering Committee:** Friday, January 10, 9:00 AM, Arena's at the Airport

Reviewed by Town Solicitor

PROCEDURAL BACKGROUND

On February 18, 2019, Grievants, Edgar Verde and Michael Goins, filed a written “FOP Grievance” on the form designated by the Bargaining Unit. The claimed Articles at issue were stated as “Article 7, Paid Holidays, section 7.1 holiday, section 7.2, section 7.4.” Grievants’ claim was that they worked on Christmas Eve (12/24/18) and Return Day (11/08/18) and were paid a half-day of Holiday Pay for each day. Grievants’ position is that they should have been paid a full-day of Holiday Pay for these dates, because Town Council, in 2018, voted to make these dates full-day holidays for Town employees, as opposed to the past practice of having them as half-day holidays. The 2/18/19 written Grievance constituted the “First Step,” under §5.2 of the current (2016-2019) Collective Bargaining Agreement (CBA). On February 25, 2019, the Chief of Police issued a written (email) decision on the Grievance, denying the request for reasons which appear in that email.

Grievants then appealed the Chief’s denial to the Town Manager. The Town Manager, based upon review of the CBA, also denied the Grievance, finding, based on the specific language of the CBA, that the officers were only entitled to a half-day holiday pay on Return Day and Christmas Eve, as specifically noted at §7.1. The Town Manager’s decision, issued on March 5, 2019, constituted the “Second Step” of the Grievance Procedure, pursuant to §5.3 of the CBA.

Grievants then, on March 6, 2019, requested the Town Manager to forward their information to the Mayor and Council “to move forward with the next step of the grievance process.” Pursuant to §5.4 of the CBA, consideration by Mayor and Council constitutes the “Third Step” of the Grievance Procedure. Grievants’ hearing was scheduled for the next regularly scheduled Town Council meeting for which notice could be timely made – April 24, 2019. The hearing proceeded on that date as described herein.

SUMMARY OF ARGUMENTS AND EVIDENCE PRESENTED

Officer Verde presented an overview of the grievance to the Mayor and Council. The Town Solicitor asked for clarification as to whether, as stated in written arguments filed by Grievants before the hearing, they were asking for additional compensation going back more than two years (to 2016) for these holidays, and whether they were asking on behalf of everybody that would be affected. Officer Verde answered both questions in the affirmative.

The Town Solicitor raised the issue for consideration by Council as to whether the Grievance was timely filed. Officer Verde was questioned as to why his grievance for even the most recent holiday (Christmas Eve 2018) would not be untimely, since the written grievance was not filed until February 18, 2019, almost 2 months later. Officer Verde stated he wasn't aware earlier because he didn't pay attention to his pay check.

Officer Verde stated he got paid for 12 hours because he was on duty, and then got paid for half a day at time and a half. He stated he believes he should have gotten 12 hours at time and a half. Chief Hughes explained the manner in which the officers currently get paid under the contract. The parties discussed the application of §7.1 and §7.2. Officer Verde stated that "nobody caught" the problem until February 2019.

Officer Verde was questioned as to whether he had an obligation to check his paycheck when he received it to make sure he was paid what he was entitled to. Officer Bean commented that the officer is to do his job correctly, and he expects the person in charge of payroll to do their job correctly. The Town Solicitor noted that Town Council's change in 2018 as to making the holidays full days for other employees could have put the officers on notice to check their paychecks. Officer Bean stated he believed a grievance is timely whenever the officer "notices the problem."

There was discussion of the specific terms of §7.1, which says officers are eligible for “all holidays as adopted annually by the Town Council, but then lists a specific list of “holidays” which list Return Day and Christmas Eve as half days. §7.2 explains how an officer is paid if he works on certain holidays, and again Return Day and Christmas Eve are listed as half days. There was discussion of cleaning up the Holiday provisions in the new CBA.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Town Council deliberated and finds as follows. As a preliminary matter, the grievance was untimely filed. According to the CBA, an employee may, after informal discussion with the Chief of Police, submit a written grievance to the Chief “within seven (7) days after the employee becomes aware of the circumstances giving rise to the grievance.” §5.2. This constitutes the First Step of the grievance process. Here, the Grievants claim they were not properly paid holiday pay for 2 half-day holidays: Return Day and Christmas Eve, between 2016 and 2018, with the most recent holiday occurring on December 24, 2018.

Council finds that the 7 days from which an employee “becomes aware of the circumstances” implies a reasonableness component that, when it should be clear that certain circumstances exist, the employee must take action in a timely manner in order to begin and maintain a grievance. Here, even considering the most recent holidays, Christmas Eve 2018 and Return Day 2018 (November 8, 2018), Grievants waited 2 and 3 months respectively to begin the grievance process. By Grievants’ own arguments and submission, they knew that Council had publicly voted to grant Town employees full-day holidays on these days, dating back to October 2016. They obviously are charged with knowing the language in the CBA regarding holiday pay. They knew, or should have known, from their pay checks/pay stubs that they were actually paid

“half-days” of holiday pay on these holidays. Yet, they took no action for between 2 and 28 months, for each grieved holiday. Town Council finds that Grievants did not meet the time frames set forth in the CBA and did not act with due diligence to address their claims.

However, even if Council were to find the grievance to have been timely filed, Council finds that the officers were paid for the holidays properly, in accordance with the terms of the CBA. Although it references holidays “adopted annually” by Town Council, §7.1 then provides a list stating specifically: “The following days are holidays” and, as to Return Day and Christmas Eve, states specifically “half day.” Thus, the bargained-for Agreement for this contract was a “half-day” of holiday pay for these holidays. In addition, under the current Agreement, police officers have bargained for some holidays and personal days which Town employees do not get, and also for “premium pay” (additional overtime hours) if an officer works on certain holidays. See §7.3. Clearly, under the CBA, the FOP has agreed to the specific holidays/half-holidays and rates of pay for the holidays listed in the Agreement. Officers Verde and Goins were paid in accordance with the Agreement for Return Day and Christmas Eve.

Council agrees that the “Holiday” sections in the current CBA may be confusing, and recommends modifications to the next contract, currently under bargaining, to correct and simplify these provisions, and address any concerns on the part of either the FOP or the Town concerning how holidays will be treated going forward.

DECISION

By unanimous vote of the members of the Town Council, Council upholds the decision of the Town Manager, and **DENIES** the Grievance as to "holiday pay."

IT IS SO DECIDED, this 22nd day of May, 2019



Mayor Bill West

/s/ Steve Hartstein
Councilman Hartstein
Ward 1

/s/ Rebecca Johnson-Dennis
Councilwoman Johnson-Dennis
Ward 2

/s/ Chris Lecates
Councilwoman Lecates
Ward 3

/s/ Robert Holston
Councilman Holston
Ward 4

APPROVED AS TO FORM:

/s/ Stephani J. Ballard
Stephani J. Ballard, Esquire
Town Solicitor



FRATERNAL ORDER OF POLICE

Georgetown Police Department

FOP Bargaining Unit

FOP GRIEVANCE		
PLEASE PRINT OR TYPE		
NAME OF GRIEVANT Michael Goins		EMPLOYEE NO. 90817
NAME OF FOP REPRESENTATIVE Michael Goins		
REPRESENTATIVE'S PHONE 302-228-4136	GRIEVANT'S WORK PHONE 302-856-6613	GRIEVANT'S CLASSIFICATION Patrol Officer
ARTICLE(S) AND SECTION(S) NUMBER(S) OF CONTRACT VIOLATION Article 13, Benefits. 13.3 Benefits Committee Article 14 Maintenance of Standards		
STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC. (CONTINUE ON SEPARATE PAGE IF NECESSARY)		
<p>On January 9, 2020 our membership was assessed an increase cost in their health care in excess of 300% and a change in health care.</p> <p>Under Article 13.3 Benefits Committee of the Collective Bargaining Agreement the benefits committee will include the President of the FOP or his designee and recommendation from the committee must satisfy the following criteria: The coverage provided to the employees and their dependents shall remain the same and the cost to the employees and their dependents shall remain the same, except where dramatic increases in the cost of coverage (ie. in excess of 15% from one year to the next), or the FOP Bargaining Unit votes by a majority of their membership to approve any change.</p> <p>At no time was the FOP President or designee included in any Benefits Committee, the coverage is not the same, the cost is not the same and the increase in the cost of coverage is not only dramatic but astronomical. The FOP Bargaining Unit has also not voted to approve any change.</p> <p>Under Article 14, Maintenance of Standards, the terms and conditions of employment relating to any mandatory subjects of bargaining shall be maintained at the standards in effect at the time of the signing.</p> <p>It is also unlawful to unilaterally change mandatory subjects of bargaining even during negotiations and after the expiration of the Collective Bargaining Agreement.</p>		
REMEDY REQUESTED The Town to adhere to the Collective Bargaining Agreement and to return Officers to the Medical Benefits they had before and at the same cost as required by, Article 13 Benefits, 13.3 Benefits Committee and Article 14, Maintenance of Standards and any other Contractual benefits, State and Federal Laws to make them whole.		
REPRESENTATIVE'S SIGNATURE <i>Michael Goins</i>	DATE 01/13/2020	
GRIEVANT'S SIGNATURE <i>Michael Goins</i>	DATE 01/13/2020	

None No Informal Steps taken by FOP. WRITTEN GRIEVANCE submitted on 1/13/2020 @ 1533 hours. *Rx Hyle*

THE ORIGINAL OF THIS FORM MUST BE SUBMITTED AT EVERY STEP. ONCE A DECISION HAS BEEN MADE, THE ORIGINAL MUST BE RETURNED TO THE FOP REPRESENTATIVE ALONG WITH ANY WRITTEN RESPONSE TO THE GRIEVANCE. IF THERE IS NO RESPONSE OR IF THE ORIGINAL IS NOT RETURNED TO THE FOP TIMELY, THE FOP MAY ADVANCE A COPY OF THIS FORM TO THE NEXT STEP.

INFORMAL STEP

CHIEF OF POLICE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)			
DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

FORMAL STEP ONE

CHIEF OF POLICE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)			
DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

FORMAL STEP TWO

TOWN MANAGER

DATE DELIVERED	CHIEF'S SIGNATURE		
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)		
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

FORMAL STEP THREE

MAYOR AND COUNCIL

IDENTIFY MANAGEMENT OFFICIAL SERVED WITH NOTICE (NAME & RANK)	
DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL

Grievance Tracking:

1st Step..... from ____/____/____ to ____/____/____
 2nd Step..... from ____/____/____ to ____/____/____
 3rd Step..... from ____/____/____ to ____/____/____
 Arbitration..... from ____/____/____ to ____/____/____

DISPOSITION DATE	FINAL DISPOSITION OF GRIEVANCE	
NOTIFICATION DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION

Eugene Dvornick

From: Hughes Randall (Georgetown PD) <Randall.Hughes@CJ.State.de.us>
Sent: Tuesday, January 21, 2020 1:20 PM
To: Goins Michael (Georgetown PD)
Cc: Eugene Dvornick; 'Stephani Ballard Wagner'
Subject: Health Care Grievance

Mike Goins,

I find that the changes to the Health Care plan for 2020, which applies to all employees of the Town (not just GPD), were made in accordance with Article 13.3 of the Bargaining Agreement. Members of the unit, including yourself, were noticed of the Benefits Committee meetings, and you personally attended the last meeting. Other meetings, open to all employees were held to explain the changes. No concerns were voiced by you or the FOP. I further find that the substantive requirements for a change in coverage set forth in Article 13.3 have been met.

Accordingly, I find the grievance to be without merit.

R.L. Hughes
Georgetown Police Department
Chief of Police
335 North Race Street
Georgetown, De 19947
Office: (302) 856-6613
Cell: (302) 841-9227

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Eugene Dvornick

From: Eugene Dvornick
Sent: Monday, February 3, 2020 8:06 AM
To: 'michael.goins@cj.state.de.us'
Cc: Stephani J. Ballard Esquire (sjballard@comcast.net); Randall.Hughes@CJ.State.de.us; Laura Givens; Olga Holm; 'Craig McGowan'
Subject: Health Care Grievance - Step 2

I have received your Step 2 grievance regarding the increase in the employee contribution towards their health care plan premium and the associated accusation that "at no time was the FOP President or designee included in any benefits committee, the coverage is not the same, the cost is not the same and the increase in the cost of coverage is not only dramatic but astronomical."

The contract provides at Section 13.3: "The Town Manager shall appoint and Chair a Benefits Committee which will include the President of the Georgetown Police Department Fraternal Order of Police Bargaining Unit and/or his designee(s)." The President of the FOP *is and has been* a member of the Benefits Committee since inception and is notified of all meetings of the Committee, so your first claim is without merit. Whether the President or a designee chooses to actually attend meetings is up to the FOP.

In reviewing documents related to the Benefits committee meeting(s) preceding the recent change in premium, I find that you, and other members of the bargaining unit, were notified no less than five (5) times of the scheduled meeting. The first calendar invite was sent on September 26, 2019. Furthermore, *you personally attended* the December 6, 2019 Committee Meeting where it was shared with all attendees that the overriding focus of the committee was to:

- Ensure the providing of a quality health care plan,
- Remain fiscally responsible to both the Town and employee,
- Guarantee fair and equitable treatment for all employees, and
- Establish an appropriate employee contribution towards the plan cost, given the increase in premium costs facing the Town.

At this same meeting, information was presented outlining the Annual Health Care Premiums (borne by the Town) and the present and anticipated employee contribution towards it. Also presented were the committee recommendations to achieve the items focused on during the meeting.

In reviewing documents related to the coverage provided by the plan, I find that there were no changes to the coverages afforded for plan year 2020 versus plan year 2019. Coverage "remain[ed] the same" and in fact benefits were increased, as we removed the annual max on chiropractic visits.

In reviewing documents related to the Town's health care premium, the increase in costs to the Town from Plan Year 2019 to Plan Year 2020 is approximately 29%. Thus, Section 13.3's allowance for a change in cost allocations when due to "dramatic increases in the cost of coverage (i.e. in excess of 15% from one year to the next)" was also met in that the Town faced an approximately 28% increase in costs. I further note that the total share of premium costs for employees vs. the Town is 6% (employees) vs. 94% (Town). Employees have had and continue to have a very favorable and generous health plan.

The Town's Health Care Plan (any Health Care Plan) is very complex, not easily understood, and changes annually – the Benefits Committee followed all proper procedures, the FOP had ample chance to participate in discussions, and the change in premiums was necessary and proper and does not violate the Agreement.

Accordingly, I find that the Town did in fact comply with the language as outlined in Article 13 and 14 and I find the grievance to be without merit.

Gene Dvornick, ICMA-CM
Town Manager
Town of Georgetown

37 The Circle
Georgetown, DE 19947
O: (302) 856-7391
F: (302) 856-6348



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