



# Georgetown

## Town Council Meeting Agenda

Meeting Date: Wednesday, April 24, 2019  
Location: First State Community Action Agency, 308 North Railroad Avenue  
Time: 7:00 PM Regular Meeting

Page

### 1. PLEDGE OF ALLEGIANCE

### 2. INVOCATION

### 3. ADOPTION OF AGENDA

### 4. APPROVAL OF MINUTES

- A. March 13, 2019 Town Council Minutes
- B. April 18, 2019 Town Council Special Meeting Minutes

### 5. JEFFERSON AWARDS - LEAD360

4 - 28

- A. [Jefferson Awards - Georgetown](#)  
[Jefferson Awards Presentation](#)

### 6. PROCLAMATION - ARBOR DAY

29

- A. Proclamation  
[2019 Arbor Day Proclamation](#)

### 7. LAND LEASE AGREEMENT

Land Lease Agreement between the Town of Georgetown and Cello Partnership d/b/a Verizon Wireless

30 - 44

- A. Proposed Lease (Subject to Final Review)

[VZW TOG Lease \(Subject to Final Review\)](#)

**8. RESOLUTIONS**

- 45 - 66            A.     Resolution #2019-01 Adoption of FY 2020 Budget  
[Resolution 2019-01 Adoption of FY20 Budget  
FY 2020 Budget \(FINAL\)  
FY 2020 Budget - Alternatives  
FY 2020 Budget Presentation \(2019-04-02\)](#)

**9. DEPARTMENTAL REPORTS**

- 67 - 72            A.     Town Manager - Gene Dvornick  
[Town Manager Report - 2019-04-24  
Delaware General Assembly Legislative Report \(150 GA - 1st  
Session\) \(2019-04-24\)](#)
- 73                 B.     Director of Public Works - Bill Bradley  
[Public Works Report April 24 2019](#)

**10. PUBLIC COMMENT**

**11. STEP THREE GRIEVANCE HEARING - OFFICER GOINS & VERDE**

- A.     Employee Grievance regarding Overtime Compensation for time spent on homework during out of state training
- B.     Employee Grievance regarding additional Holiday Pay for Christmas Eve and Return Day

**12. EXECUTIVE SESSION**

*Mayor and Council will meet in Executive Session to discuss matters presented at Grievance Hearing and collective bargaining agreement, pursuant to 29 Del. C. §10004(b)(4) for the purpose of receiving legal advice or opinion from an attorney-at-law with respect to collective bargaining or pending or potential litigation.  
(Information added 4/18/2019 to add corrective language for the purpose of Executive Session)*

**13. RECONVENE AND POSSIBLE ACTION ITEMS FROM EXECUTIVE SESSION**

**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).



FOR IMMEDIATE RELEASE  
CONTACT:

Michele Fidance  
Multiplying Good  
302-893-4518  
mfidance@multiplyinggood.org

**Mayor of Georgetown Honors Youth for Community Service**  
Youth Receive Prestigious Jefferson Award for Their Achievements

**Georgetown (April 24, 2019)** – Youth will be honored tonight during a ceremony at 7:00pm at First State Community Action Agency by Mayor Bill West for their outstanding service in the community through Multiplying Good’s LEAD360 program. This year a total of 175 projects were submitted in Delaware with over 164,000 lives impacted and a financial impact of \$3.9M. The Town of Milford’s 15 projects engaged over 1,392 volunteers, generated 2,436 volunteer hours, impacted 5,755 lives for a financial value of over \$61,000. All the projects and ideas that were submitted to LEAD360 will be honored including: First State Community Action Agency Afterschool, Georgetown Elementary, G.W. Carver Academy, Nicole Biller, Nicole McDuffie, Girl Scout Haley, Girl Scout Sam, and Sussex Technical High School (Volleyball team, HOSA, Health Professionals Students, National Honor Society, and Students in Action).

LEAD360 makes service easy-to-do, fun and accessible by seeking outstanding youth ideas and replicating the best statewide. Launched in 2010, this program has recognized over 7,000 Delaware youth in 785 service projects in collaboration with the offices of seven mayors including Dover, Georgetown, Lewes, Milford, Newark, Seaford, and Wilmington.

In Phase Two of LEAD360, a national project was activated in 2018 in the area of Health and Wellness called Buckets of Love. Throughout Delaware, individuals, groups, clubs, and local businesses collected items of comfort (small toys, art supplies, games, and stuffed animals) and packed these items along with a handwritten note of support for Delaware children in need and donated them to a Delaware beneficiary of their choice to brighten the day of a local child in need. In 2018, 30 Delaware groups participated in activating Buckets of Love for a financial value of \$33,760 and impacted 3,376 lives. Statewide, the following groups activated Buckets of Love: All Saints Episcopal Church, Bank of America Newark, Bank of America Wilmington, Barclays, BLS, Buccini Pollin Group, Charter School of Wilmington Student Government Association, City of Wilmington, Delaware 4-H Foundation, Delaware Association of Educational Office Professionals, Delaware Students in Action Fall Leadership Conference, Delaware State University, Duffield Associates Dover, Duffield Associates Wilmington, H. B. DuPont Middle School, Jobs for Delaware Graduates staff, Journey Church, Milford Central Academy Jobs for Delaware Graduates, Multiplying Good Advisory Board, New Castle County PAL, Newark High School Jobs for Delaware Graduates, Oberod, MOT Charter K-8 Academy, Sammi Mitchell, Seaford Middle School, Smyrna High School Jobs for Delaware Graduates, Multiplying Good Interns, Sussex Technical High School, Western Sussex Boys & Girls Club, and Wilson Elementary.

Mayor West states, “It is very rewarding to see young adults getting involved in acts of kindness and learning what helping others is all about.”

# MULTIPLYINGGOOD

THE POWER OF SERVICE TO OTHERS 

Sam Beard, Co-Founder of the Multiplying Good stated, “LEAD360 is designed to seek outstanding youth ideas and replicate them nationwide. For the past nine years, Delaware has been the nation’s leader in this program and has once again distinguished itself by the number of youth engaged, lives impacted, and people activated.”

## **Mayor’s Top Project: Sussex Technical High School’s Ravens for a Cause**

Sussex Tech’s Students in Action team is called Ravens for a Cause and they select a theme each month and garner support throughout their school and local community to spread that cause. This year, some of their community service projects included conducting a shoebox campaign to collect donations of hygiene items for the homeless in Code Purple shelters, giving trees, and several events to raise lung cancer awareness for White Ribbon Month.

To learn more about the Jefferson Awards, presented by Multiplying Good, visit:

<http://multiplyinggood.org/what-we-do/jefferson-awards>

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## **About Multiplying Good**

Multiplying Good is a national nonprofit that channels the power of public service to unleash potential in individuals. For nearly 50 years, they have honored those who build better communities, trained young leaders, and activated individuals and organizations to multiply the impact they can deliver. Through a continuum that starts with engagement and culminates in recognition, they fuel personal growth and multiply the power of service to others. Through recognition, they inspire individuals and those who hear their stories to deliver greater positive change. You can learn more about the organization by visiting [MultiplyingGood.org](http://MultiplyingGood.org) or engaging with their online communities via [Instagram](#), [Twitter](#), and [Facebook](#).

# LEAD 360

## City of Georgetown Awards Ceremony

April 24th, 2019



**MULTIPLYINGGOOD**  
THE POWER OF SERVICE TO OTHERS

# JEFFERSON AWARDS

MULTIPLYINGGOOD

## THE POWER OF SERVICE TO OTHERS

We believe individuals are transformed through service to others. Applying service as a tool for personal growth, we help people discover their ability to bring about positive change, deliver the skills they need to do it well, and, by validating their impact, inspire them to do more. We've proven this continuum of activation, training, and recognition generates ripples of good.



## LEAD360 is an initiative of Multiplying Good

- One of the largest youth service contests in America
  - Taps into the energy and idealism of young people
- Encourages them to share their stories of service with millions

### Phase One:

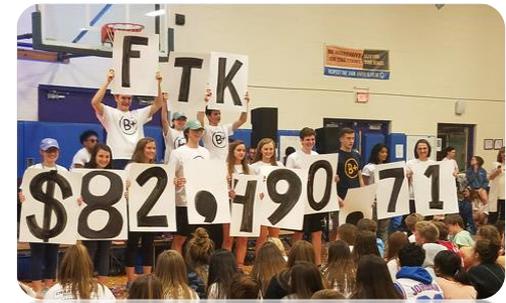
LEAD360 makes service easy-to-do, fun and accessible by seeking outstanding youth projects and replicating the best statewide. We then celebrate those who activate the most. LEAD360 starts with a contest for young people to submit their projects to solve problems they are most passionate about. We look for any type of service-big or small

### Phase Two:

After a winner is selected, Multiplying Good activates the winning idea across the state through our constituents and partners. Participants share their impact on our online platform, and those who activate the most throughout the year win Jefferson Awards!

## To date Delaware LEAD360 has seen:

- ❖ 785 projects and big ideas
- ❖ Engaged over **230K** individuals in community service
- ❖ Over **1M** hours of community service
- ❖ Generated over **\$25M** worth of impact in Delaware



This year we had 7 mayors in Delaware commit to host and promote LEAD360 in their communities.

City of Dover: Mayor Robin Christiansen

Town of Georgetown: Mayor Bill West

City of Lewes: Mayor Ted Becker

City of Milford : Mayor Archie Campbell

City of Newark: Mayor Polly Sierer

City of Seaford: Mayor David Genshaw

City of Wilmington: Mayor Mike Purzycki



**State of Delaware  
Phase 2 Buckets of Love Results**

**30 Activations**

**3,376 Buckets of Love**

**=**

**\$33,760 value**

## Thank you to everyone who participated in activating Buckets of Love!

4-H Foundation	DE SIA Fall Leadership Conference	Newark High School JDG
All Saints Episcopal Church	Delaware State University	Oberod
Bank of America (Newark)	Duffield Associates (Dover)	Sammi Mitchell
Bank of America (Wilmington)	Duffield Associates (Wilmington)	Seaford Middle School
Barclays	H.B. DuPont Middle School	Smyrna High School JDG
Belfint, Lyons & Shuman, CPAs	Jobs for DE Graduates Staff	Multiplying Good Interns
Buccini Pollin Group	Journey Church	<b>Sussex Tech High School</b>
Charter School of Wilmington SGO	Milford Central Academy JDG	Western Sussex Boys & Girls Club
City of Wilmington	Multiplying Good Advisory Board	Wilson Elementary School
DE Association of Office Professionals	New Castle County PAL	





## Congratulations Buckets of Love Activation Winners!



**Sammi Mitchell**

**807 Buckets of Love =  
\$8,070 Financial Value**



**Charter School of Wilmington  
Student Government**

**647 Buckets of Love =  
\$6,470 Financial Value**



**Bank of America**

**325 Buckets of Love =  
\$3,250 Financial Value**

**Georgetown  
Phase 1 Results**

**15 Projects**

**1,392 Volunteers**

**2,436 Volunteer Hours**

**5,755 Lives Impacted**

**Over \$61K of Financial Impact in  
Georgetown**

First State Community  
Action Agency Students  
Spread Holiday Cheer



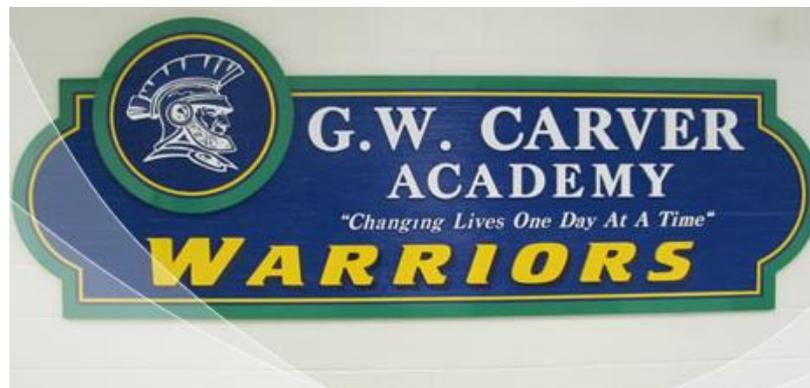
**FirstState**  
COMMUNITY ACTION AGENCY  
*People Helping People Build Community*

Georgetown Elementary School  
Recycling Team Club  
Collecting Recyclables



# George Washington Carver Academy

St. Peter's Lutheran Church Open Kettle, Volunteered  
at Mountaire's Thanksgiving for Thousands



# Girl Scouts of the Chesapeake Bay Haleigh and Sam

Outdoor-Catio



# Nicole Biller

Delaware Dysautonomia Awareness Day



# Nicole McDuffie

## Singing to Seniors



Sussex Technical High School  
Women's Volleyball Team  
"Dig Pink" Volleyball Game



Sussex Technical High School  
Health Professional Students

Bi-Annual Blood Drive



Sussex Technical High School's  
HOSA Team  
Heart Pillows



# Sussex Technical High School's National Honor Society Nursing Home Visits



**Mayor's Top Project:  
Sussex Technical High School's  
Students in Action Team**

**Giving Trees**

**Shoebox Hygiene Campaign and White Ribbon Month**



**State of Delaware  
Phase 1 Results**

**175 Projects**

**37,187 Volunteers**

**154,951 Volunteer Hours**

**164,510 Lives Impacted**

**Over \$3.9M Financial Impact**



YOU'RE INVITED TO  
**MULTIPLY GOOD**  
AT  
THE JEFFERSON AWARDS

**DELAWARE SALUTE TO SERVICE**

Monday, April 29, 2019  
The Queen Wilmington

Awards Ceremony  
6:00pm

Formal Invitation and  
Award Recipients to Follow

For sponsorship opportunities or questions contact  
Daniel Condoluci-Smith  
(302) 295-0527 | [daniel@jeffersonawards.org](mailto:daniel@jeffersonawards.org)

Private Donors cover our operating and fundraising costs.  
100% of your sponsorship goes to impact in Delaware.

The 2019 Delaware Top Project will be announced at Delaware Salute to Service.

Throughout 2019 we will track the collective impact of this project across the state of Delaware.

We invite individuals, organizations, schools, companies, and communities to participate in LEAD360 through our new project when it is announced. Jefferson Awards will be given to those who make the biggest impact in Delaware.

# LEAD 360

## City of Georgetown Awards Ceremony

Thank you to all of our participants, families,  
parents for supporting youth service.



MULTIPLYINGGOOD  
THE POWER OF SERVICE TO OTHERS



**IN RECOGNITION OF THE OBSERVANCE OF GEORGETOWN ARBOR DAY**

**Whereas**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**Whereas**, the holiday called Arbor Day was first observed with the planting of more than a millions trees in Nebraska; and

**Whereas**, Arbor Day is now observed at various times of the year throughout the nation and the world; and

**Whereas**, trees can reduce the erosion of our precious topsoil due to wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, reduce greenhouse gas emissions, and provide for wildlife; and

**Whereas**, trees are a renewable resource giving us paper products and wood for homes and businesses; and

**Whereas**, trees beautify our community, increase property values, enhance the economic vitality of the business areas; and

**Whereas**, trees, where properly planted, are a source of joy and spiritual renewal.

**Now, Therefore, Be It Resolved That I**, William E. West, Mayor, on behalf of the Town of Georgetown, do hereby proclaim the week beginning Sunday, April 21, 2019 through Saturday, April 27, 2019, Georgetown Arbor Week, and Friday, April 26, 2019 Georgetown Arbor Day.



In Witness Whereof, I have hereunto set my hand and caused the Seal of this Town to be affixed this 26<sup>th</sup> day of April, 2019.

William E. West, Mayor

SITE NAME: DOV Georgetown Circle  
ATTY/DATE: Lozier, 4-5-19  
REV. TOG 4/5/19

### LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Town of Georgetown, a municipality of the State of Delaware, with its principal offices located at 37 The Circle, Georgetown, Delaware 19947, hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment telecommunications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 335 North Race Street, Georgetown, Sussex County, Delaware (the "Property"). No radio or television broadcast antennas shall be permitted. The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises, upon which the Use will be situated, are a portion of the Property and are approximately 1,600 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Notwithstanding the foregoing, LESSEE agrees to provide LESSOR with construction drawings for LESSOR's review and approve prior to starting installation of the facility, such approval not to be unreasonably withheld, delayed or conditioned. LESSOR's approval shall be deemed given if LESSOR does not otherwise provide a response within twenty (20) days after receipt of the proposed construction drawings.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 (five) years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The Parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. Provided LESSEE is not in default, this Agreement shall automatically be extended for up to 4 (four) additional 5 (five) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term, or unless the Agreement is earlier terminated as otherwise permitted under this Agreement. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Beginning on the Commencement Date, LESSEE shall pay to LESSOR a monthly rental payment of \$2,250.00 (annual rental of \$27,000.00). This payment shall be in effect for the first twelve (12) months of the Term. Rental payments shall thereafter increase as hereinafter provided. Monthly rental payments shall be paid in equal monthly installments on or before the

fifteenth (15<sup>th</sup>) day of the month, in advance, to LESSOR at 37 The Circle, Georgetown, Delaware 19947 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least ninety (90) days after the Commencement Date, which payment will include rental from the Commencement Date through and including the date payment is sent. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to ninety (90) days after the requested documentation has been received by LESSEE.

(c). Adjustment to Rent. The Rent for the second and each subsequent year of this Agreement shall increase by an amount equal to two percent (2%) of the Rent in effect during the immediately preceding year. Such increase shall be effective automatically without further notice or demand by LESSOR on the first and each subsequent anniversary of the Commencement Date throughout the Term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 14-foot-wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). LESSOR will endeavor to provide access as described herein, however, LESSEE understands that the site is situated on municipal police property and understands and agrees that there is a potential for access to be limited during emergencies or for necessary police business.

6. CONDITION OF PREMISES. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24). Otherwise, the premises is accepted by LESSEE in its "as is" condition at the Commencement Date.

7. IMPROVEMENTS AND UTILITIES. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall

have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, subject to the restrictions set forth in Paragraph 1 (Grant). Any future changes to the Leased Premises shall otherwise be subject to the Town Zoning Code.

LESSEE shall be solely responsible for and promptly and directly pay all charges for gas, electricity, telephone service, or any other utility used or consumed on the Leased Premises for purposes of construction, operation or maintenance of the Use. LESSEE shall obtain and install, at its sole expense, all necessary meters at the Leased Premises in connection with LESSEE'S utility usage.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to LESSEE's Use. LESSEE shall supply LESSOR with copies of all Government Approvals obtained for the Use prior to LESSEE'S first use of the communications equipment.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with three (3) months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. LESSOR may, at LESSOR's discretion and upon written notice to LESSEE, terminate this Agreement if any Rental Payment due and owing, has not been paid by LESSEE after proper notice to LESSEE of such default and the opportunity to cure same in accordance with paragraphs 20 and 22 hereinafter. This Agreement shall automatically terminate, without waiver of LESSOR'S right to any rental payments owed, unless ratified in both parties in writing, upon LESSEE'S filing of any petition in bankruptcy if LESSEE otherwise does not fulfill its obligations (including the payment of Rent) under this Agreement during the pendency of any such bankruptcy proceedings.

10. INDEMNIFICATION. Subject to Paragraph 11, and to the fullest extent permitted by law, LESSEE shall indemnify and hold LESSOR, its elected and appointed officials, employees, and agents harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the equipment, operation of the equipment, and/or negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents. Where liability is found to be the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. Each Party agrees to provide the other Party with prompt, written notice of any claim that may be subject to the indemnification obligations in Paragraph 10. Each Party will cooperate appropriately with the other Party in connection with a Party's defense of such claim. No party shall settle or compromise any claim which may be subject

to indemnification, or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement as to applicable claims which accrued prior to termination or expiration.

11. INSURANCE.

A. LESSOR agrees that its own cost and expense, it will maintain commercial general liability insurance as to the Property upon which the Use is situated with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence.

B. LESSEE agrees that its own cost and expense, it will maintain commercial general liability insurance as to the Use itself and the equipment constituting the Use, including environmental hazards, with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. LESSEE further agrees that it will maintain 1) Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence; (2) Workers' Compensation insurance providing the statutory benefits required by law, and (3) not less than one million (\$1,000,000) of Employers Liability coverage. LESSEE agrees that it will include the LESSOR (Town of Georgetown) as an additional insured as their interest may appear under this Agreement on its Commercial General Liability and the Auto Liability policy and insurers will endeavor to provide at least 30 days' written notice of cancellation to LESSOR on all general liability policies. The procurement of Insurance by either Party shall not constitute a waiver of any municipal or other tort immunities that may apply.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment or LESSOR'S normal use of the Property, provided that LESSOR properly operates all of its communications and other equipment in accordance with all governmental requirements and manufacturer guidelines. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR at (302-856-7391), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to seek equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination for any reason, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. LESSEE shall be responsible for the removal and/or return of equipment, if any, belonging to any third party and shall hold LESSOR harmless for any claims in this regard. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15. The Parties hereby agree that, in the event that LESSEE abandons the Use of its communications facility, then LESSOR, upon written notice to LESSEE, shall have the right to dismantle and remove and store and/or dispose of LESSEE's Communications Equipment, the reasonable, documented and actual costs for which LESSEE shall be responsible and for which LESSEE shall pay within thirty (30) days after receipt of invoice(s) for same from LESSOR. LESSOR agrees to provide such documentation for such costs as LESSEE may reasonably request. In the event of such abandonment, LESSOR shall have no other further obligations under this Agreement

15. HOLDOVER. Should LESSEE hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, LESSEE shall become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease, except those pertaining to Lease term and, during any such month-to-month tenancy, LESSEE shall pay monthly Rent in the amount which is one-twelfth (1/12<sup>th</sup>) of one-hundred twenty-five percent (125%) of the adjusted Base Rent that was payable by Tenant during the immediately preceding Lease year. Occupancy shall continue month-to-month until terminated by either Party upon the giving of thirty (30) days written notice to the other. Nothing in this subsection is to be construed as a consent by LESSOR to the occupancy or possession of the Leased Premises by Tenant after the expiration of the Lease Term.

16. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder, unless agreed to otherwise by LESSEE.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises for the purposes set forth in this Agreement. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises or designated space on the Premises, for purposes of similar telecommunications operations, in LESSEE's sole but reasonable discretion, subject to the following:

(a) In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: twenty-five (25) percent to LESSOR and seventy-five (75) percent to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, however LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR, prior to the sublease commencing, to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee. LESSEE shall be responsible for ensuring that Sublessee(s)' equipment, operations and activities on the Premises are conducted in compliance with the provisions of this Agreement, to the same extent as LESSEE's own operations and activities.

(b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the Property that Sublessee requires to locate its ground-based facilities. In this event, LESSEE shall receive one hundred percent (100%) of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive one hundred percent (100%) of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the Property outside LESSEE's Premises. No such sublease shall commence prior to a tri-party agreement specifying the location(s), facilities and use of the Property agreed upon.

(c) Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will sublet any portion of the Premises or whether it will sublease to any specific Sublessee, with the exception that LESSOR may, but shall not be obligated to, lease or sublet any areas in addition to or beyond the Premises which is the subject of this Agreement

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return

receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Georgetown  
ATTN: Town Manager  
37 The Circle  
Georgetown, Delaware 19947

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Intentionally Omitted.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within five (5) days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES, GOVERNING LAW AND VENUE. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy, in law or equity, now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation, following notice to the non-defaulting Party that such action will be taken. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE. This Agreement shall be governed by the laws of the State of

Delaware, and venue for any proceedings seeking relief under this Agreement shall be exclusively within the State Courts of the State of Delaware.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“EH&S Laws”). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE’s violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE’s Use, rent shall abate until LESSEE’S Use is restored. If LESSEE’s Use is not restored within forty-five (45) days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE’s Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE’s communications equipment, relocation costs and, specifically excluding loss of LESSEE’s leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the Use and condition of the Premises and at LESSEE’s sole cost and expense, comply with (i) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE’s equipment or LESSEE’s use and occupancy of the Premises. Payment shall be made by LESSEE within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or

charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall not interfere with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law, including the Freedom of Information Act. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party.

30. MOST FAVORED LESSEE. Intentionally Omitted.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state of Delaware, without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum, incorporating this Agreement by reference, which LESSEE may record with the appropriate recording officer, upon LESSOR's approval of the terms of the Memorandum. The provisions of the Agreement relating to indemnification from one Party to the other Party, and payment of any rental payments in default or arrears, shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

Town of Georgetown

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

WITNESS

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: Susan Peluso

Its: Director Network Field Engineering

Date: \_\_\_\_\_

\_\_\_\_\_

WITNESS

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

Legal Description  
File No. 27841334

#### LEGAL DESCRIPTION

Property located in Sussex, DE

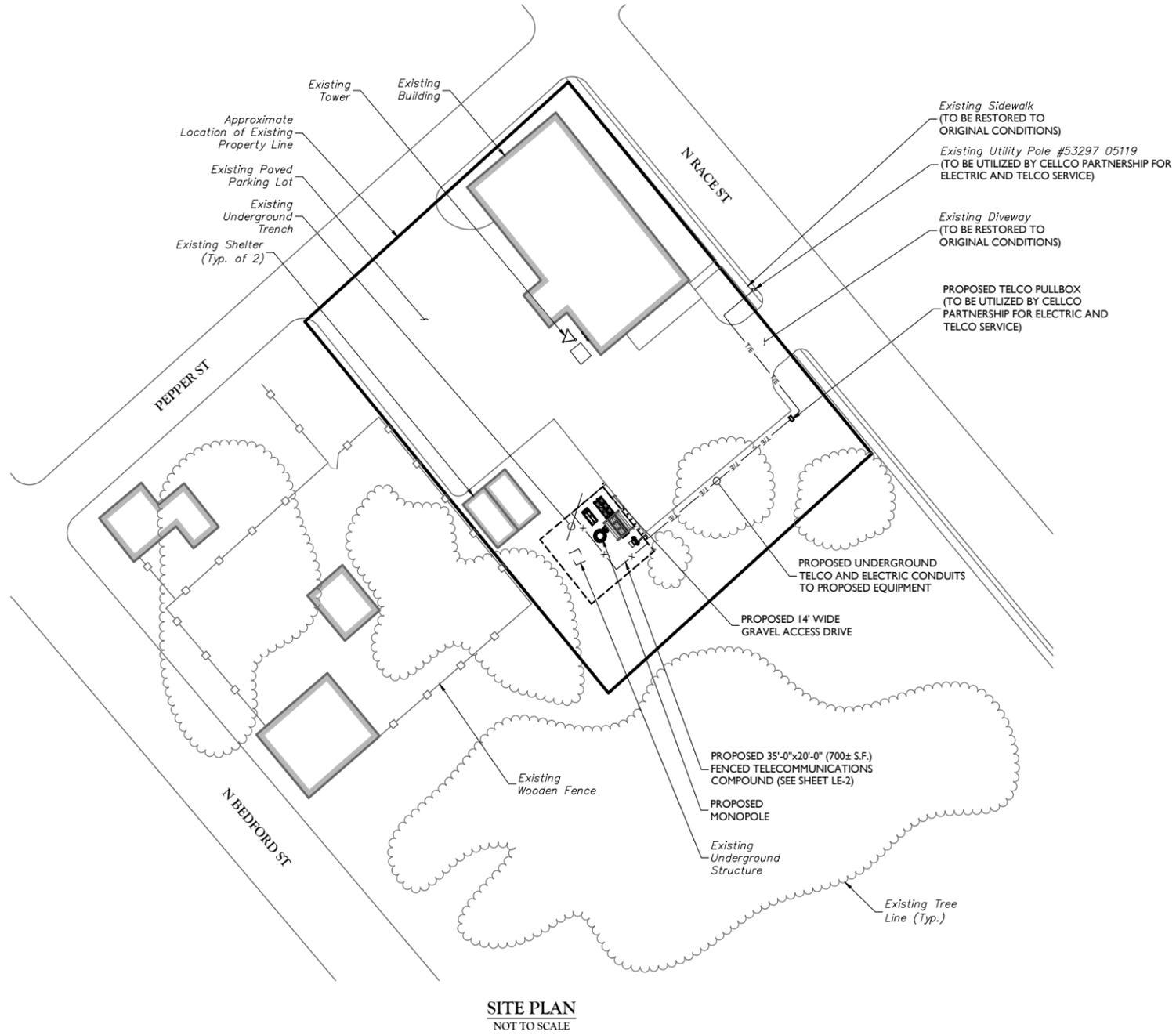
All that certain piece, parcel or tract of land situate, lying and being on the Westerly side of North Race Street, in the Town of Georgetown, Sussex County, Delaware, more particularly described as follows, to wit:

Beginning at a point located on the Southerly right-of-way line of Pepper Street where it intersects with the Westerly side of the sidewalk located on North Race Street; thence with the Westerly right-of-way line of the sidewalk on North Race Street, South 29° 08' 20" East 210.16 feet to an iron axle found; thence with lands now or formerly of Frank Luby, South 59° 58' 56" West 47.20 feet to an iron axle found; thence with lands now or formerly of Carl W. Binger the following two courses and distances: (1) South 59° 48' 21" West 132.94 feet to an iron axle found; and (2) North 28° 57' 01" West 31.27 feet to an iron axle found; thence with lands now or formerly of Thelma J. Messick, North 29° 16' 54" West 178.42 feet to an iron fence post found; thence with the Southerly right-of-way line of Pepper Street, North 59° 42' 20" East 180.49 feet, home to the point and place of beginning, containing 37,822 square feet of land, more or less, together with all improvements thereon, as will more fully and at large appear upon reference to a survey prepared by Walter R. Todd, Registered Land Surveyor, dated September 5, 1991.

AND BEING the same property conveyed to Town of Georgetown from Sylvia Klein, Mildred Riglick, Charles P. Riglick, Vincent Forchelli, Personal Representative of the Estate of Evelyn O'Neill and Joseph C. Blecha by Deed dated September 23, 1991 and recorded November 07, 1991 in Deed Book 1812, Page 163.

Tax Parcel No. 135-14-20-97.00

**EXHIBIT "B"**  
**SITE PLAN OF THE PREMISES**



**PROJECT NOTES**

- SITE INFORMATION OBTAINED FROM THE FOLLOWING:
  - LIMITED FIELD OBSERVATIONS BY MASER CONSULTING P.A. ON 08/01/18.
- EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
- THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

**PROJECT INFORMATION**

**SITE INFORMATION**

JURISDICTION: TOWN OF GEORGETOWN

**APPLICANT**

COMPANY: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS  
 ADDRESS: 512 TOWNSHIP LINE ROAD, BUILDING 2, FLOOR 3  
 CITY, STATE, ZIP: BLUE BELL, PA 19422

**SITE ACQUISITION**

COMPANY: WIRELESS ACCESS TECHNOLOGIES, INC  
 CONTACT: SUE MANCHEL  
 PHONE: (267) 253-2762

**CONSTRUCTION MANAGER**

COMPANY: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS  
 ADDRESS: 512 TOWNSHIP LINE ROAD, BUILDING 2, FLOOR 3  
 CITY, STATE, ZIP: BLUE BELL, PA 19422  
 CONTACT: TARRA GOSNELL  
 PHONE: (610) 213-8382

**ENGINEER**

COMPANY: MASER CONSULTING P.A.  
 ADDRESS: 2000 MIDLANTIC DRIVE, SUITE 100  
 CITY, STATE, ZIP: MT. LAUREL, NJ 08054  
 CONTACT: MATT GRAUBART, P.E.  
 PHONE: (856) 797-0412  
 E-MAIL: MGRAUBART@MASERCONSULTING.COM

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■ Hammora, NJ	■ Albany, NY	■ Philadelphia, PA
■ Mt. Arlington, NJ	■ Chestnut Ridge, NY	■ Columbia, MD
■ Mt. Laurel, NJ	■ Newburgh, NY	■ Tampa, FL

State of D.C. Certificate of Authorization: 2040

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**verizon**

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS  
 512 TOWNSHIP LINE ROAD  
 BUILDING 2, FLOOR 3  
 BLUE BELL, PA 19422

**811** PROTECT YOURSELF  
 ALL STATE REQUIRE NOTIFICATION OF EXCAVATION DESIGNERS OR ANY PERSON PREPARING TO "DIGURE THE EARTH" SURFACE ANYWHERE IN ANY STATE  
 Know what's below.  
 Call before you dig.  
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

SCALE:	AS SHOWN	JOB NUMBER:	18960085A	
REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
B	09/24/18	ISSUED FOR LEASING	MSB	MEG
A	08/07/16	ISSUED FOR LEASING	AN	MEG

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE RESPONSIBLE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

**SITE NAME:**

DOV GEORGETOWN CIRCLE  
 335 N. RACE STREET  
 GEORGETOWN, DE 19947  
 SUSSEX COUNTY

**MT. LAUREL OFFICE**  
 2000 Midlantic Drive  
 Suite 100  
 Mt. Laurel NJ 08054  
 Phone: 856.797.0412  
 Fax: 856.722.1120  
 email: solutions@maserconsulting.com

SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **LE-1**



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State of D.E. Certificate of Authorization: 2840

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CELLCO PARTNERSHIP d/b/a  
 VERIZON WIRELESS  
 512 TOWNSHIP LINE ROAD  
 BUILDING 2, FLOOR 3  
 BLUE BELL, PA 19422



SCALE: AS SHOWN FOR NUMBER 18960085A

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
B	09/24/18	ISSUED FOR LEASING	MSB	MEG
A	08/07/16	ISSUED FOR LEASING	AN	MEG

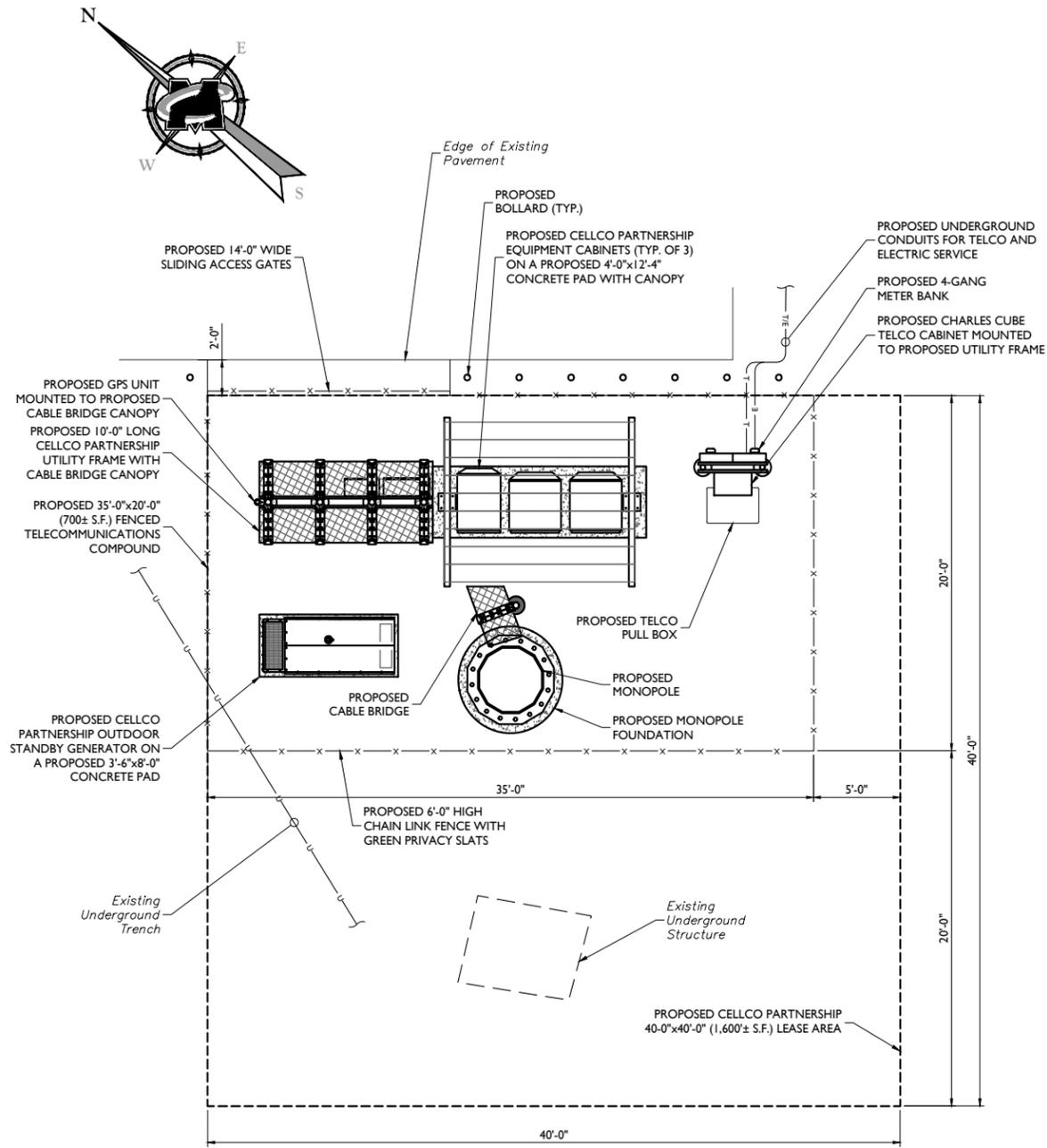
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THE RESPONSIBLE LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE NAME:  
 DOV GEORGETOWN CIRCLE  
 335 N. RACE STREET  
 GEORGETOWN, DE 19947  
 SUSSEX COUNTY

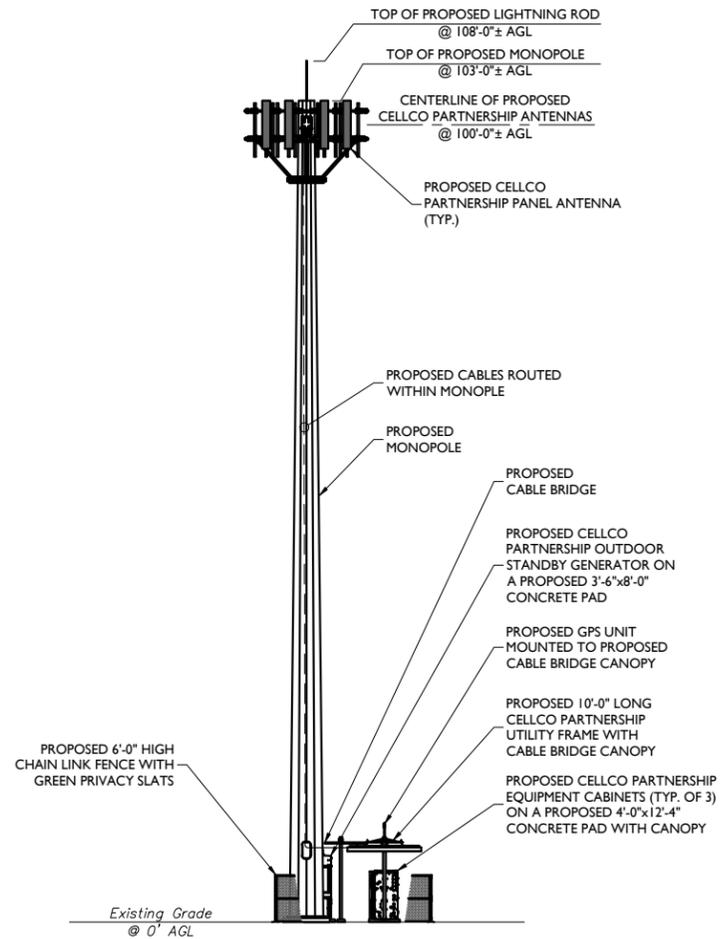
MT. LAUREL OFFICE  
 3000 Paradise Drive  
 Suite 100  
 Mt. Laurel, NJ 08054  
 Phone: 856.797.9412  
 Fax: 856.722.1120  
 email: solutions@maserconsulting.com

SHEET TITLE:  
 COMPOUND PLAN AND  
 ELEVATION VIEW

SHEET NUMBER:  
 LE-2



COMPOUND PLAN  
 NOT TO SCALE



ELEVATION VIEW  
 NOT TO SCALE



**RESOLUTION NO. 2019-01**

**A RESOLUTION APPROVING THE TOWN OF GEORGETOWN, DELAWARE  
BUDGET FOR THE FISCAL YEAR 2020 AND ESTABLISHING BUDGET  
AMENDMENT AUTHORITY**

**WHEREAS**, The Town of Georgetown has adopted the provisions of the Town of Georgetown Charter, Article V, Financial Affairs, Powers, and Procedures, Section 5.2 Annual Budget; and

**WHEREAS**, The Town Manager has prepared a budget for the fiscal year ending April 30, 2020 (FY2020) consistent with the Charter; and

**WHEREAS**, The Town Council does hereby authorize the Town Manager/Town Administrator to transfer any unexpended and unencumbered appropriations, at any time throughout FY2020, from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the Town Council; and

**WHEREAS**, The Budget for the Town of Georgetown for the fiscal year ending April 30, 2020 as submitted by the Town Manager and as amended and adopted by the Town Council on the 24<sup>th</sup> day of April, 2019 is hereby ratified; and

**WHEREAS**, The Town Council recommends adoption of the FY2020 budget totaling \$6,970,969; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF GEORGETOWN:**

**SECTION 1.** The Town Council of the Town of Georgetown does hereby adopt the FY2020 Budget on the 24th day of April, 2019 with total resources available in the amount of \$6,970,969 are hereby established as follows:

<b>Department</b>	<b>Appropriation Amount</b>
Administration	\$2,052,708
Council	\$ 0
Police	\$ 468,261
Streets	\$ 425,000
Water	\$1,313,500
Sewer	\$1,971,500
Planning & Zoning	\$ 260,000
Trash	\$ 480,000
Total	\$6,970,969

**SECTION 2.** The Town of Georgetown will no longer accept out of town requests for sanitary sewer service. All requests lawfully in place prior to the date of this Resolution shall be grandfathered.

**SECTION 3.** For FY2020, 100% of the anticipated revenues have been fully appropriated with no funds set aside as promulgated under Resolution #2010-6.

**SECTION 4.** This Resolution shall become effective immediately upon its approval by Council.

**BE IT ENACTED** by a majority vote of the Town Council of The Town of Georgetown, Delaware on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

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

\_\_\_\_\_  
Robert L. Holston Jr., Secretary

FY20- ANNUAL - General Fund												Water Fund	Sewer Fund		
Line	GL	100-Reg Admin	101-Reg Council	200-Reg Police	205-Reg Victim Adv	206-Reg Investigator	300-Reg Streets	600-Reg PZ	700-Reg Trash	Total	400-Reg Water	500-Reg Sewer	Total	check	%
1	REVENUES														
2	Property Tax	3100	\$ 1,482,533	\$ -	\$ -	\$ -	\$ 130,000	\$ -	\$ -	\$ 1,612,533	\$ -	\$ -	\$ 1,612,533	\$ -	23.13%
3	General Interest	3105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
4	Restricted Interest	3110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
5	Investment Income/Loss	3175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
6	Franchise Fee	3320	\$ 57,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,000	\$ -	\$ -	\$ 57,000	\$ -	0.82%
7	Annexation Fees	3330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
8	Parking Meters	3345	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	0.36%
9	Parking Fines	3420	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	0.14%
10	Tax Penalty Revenue	3430	\$ 17,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000	\$ -	\$ -	\$ 17,000	\$ -	0.24%
11	Court House Mun.	3450	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ -	5.02%
12	State-County Seat in Lieu of Taxes	3500	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ -	1.00%
13	Misc. Grant Receipts	3570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
14	Donations	3610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
15	Misc. Revenue	3635	\$ 41,175	\$ -	\$ 119,348	\$ -	\$ -	\$ -	\$ -	\$ 160,523	\$ -	\$ -	\$ 160,523	\$ -	2.30%
16	Police Services	3355	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	0.29%
17	Police Fine Revenue	3410	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ -	1.15%
18	DEA Asset Proceeds	3526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
19	Grant Receipts/Police Pension	3540	\$ -	\$ -	\$ 92,000	\$ -	\$ -	\$ -	\$ -	\$ 92,000	\$ -	\$ -	\$ 92,000	\$ -	1.32%
20	Misc Grant/Sussex County	3600	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	0.36%
21	Grant Receipts/SALLE (200)	3515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
22	Grant Receipts/EIDE (202)	3515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
23	Grant Receipts/Investigator (206)	3515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
24	Grant Receipts/SLEAF (215)	3515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
25	Grant Receipts/CJC (205)	3515	\$ -	\$ -	\$ -	\$ 72,000	\$ 59,913	\$ -	\$ -	\$ 131,913	\$ -	\$ -	\$ 131,913	\$ -	1.89%
26	Grant Receipts/Highway Safety (220)	3515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
27	Grant Receipts/DUI (224)	3515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
28	Real Estate Transfer Tax	3120	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ -	1.79%
29	Town Services	3355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
30	Project Inspections	3365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
31	Grant Receipts/Municipal Street	3535	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ 170,000	\$ -	2.44%
32	Grant Receipts/Comm Transportation	3555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
33	Building Permits	3210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	0.72%
34	Annexation/Rezoning Application	3211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
35	Business License	3215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	2.87%
36	PZ Misc. Revenue	3216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
37	Planning Commission Fee	3350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	0.14%
38	Solid Waste Collection Fee	3325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000	\$ 475,000	\$ -	\$ -	\$ 475,000	\$ -	6.81%
39	Utility Connection Fee	3310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
40	Utility Service Charge	3365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300,000	\$ 1,925,000	\$ 3,225,000	\$ -	46.26%
41	Sewer Debt Reduction Fee	3375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,500	\$ 19,500	\$ -	0.28%
42	Utility Penalty	3440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 13,500	\$ 19,000	\$ 37,500	\$ -	0.54%
43	State Service Center R&M Income	3630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000	\$ -	0.11%
44	<b>Total Revenue</b>		<b>\$ 2,052,708</b>	<b>\$ -</b>	<b>\$ 336,348</b>	<b>\$ 72,000</b>	<b>\$ 59,913</b>	<b>\$ 425,000</b>	<b>\$ 260,000</b>	<b>\$ 480,000</b>	<b>\$ 1,313,500</b>	<b>\$ 1,971,500</b>	<b>\$ 6,970,969</b>	<b>\$ -</b>	<b>100.00%</b>

FY20- ANNUAL - General Fund												Water Fund	Sewer Fund		
Line	GL	100-Reg Admin	101-Reg Council	200-Reg Police	205-Reg Victim Adv	206-Reg Investigator	300-Reg Streets	600-Reg PZ	700-Reg Trash	Total	400-Reg Water	500-Reg Sewer	Total	check	%
45															
46															
47															
48															
49															
50															
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61															
62															
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64															
65															

FY 2020

FY20- ANNUAL - General Fund											Water Fund	Sewer Fund			
Line	GL	100-Reg Admin	101-Reg Council	200-Reg Police	205-Reg Victim Adv	206-Reg Investigator	300-Reg Streets	600-Reg PZ	700-Reg Trash	Total	400-Reg Water	500-Reg Sewer	Total	check	%
66															
67	4520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000	\$ 475,000	\$ -	\$ -	\$ 475,000	\$ -	6.69%
68	4205	\$ 19,000	\$ -	\$ 9,500	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 178,500	\$ 50,000	\$ 175,000	\$ 403,500	\$ -	5.68%
69	4207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ -	0.01%
70	4210	\$ 1,300	\$ -	\$ 50,000	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ 54,300	\$ 2,000	\$ 6,000	\$ 62,300	\$ -	0.88%
71	4215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ -	\$ 7,000	\$ 50,000	\$ 35,000	\$ 92,000	\$ -	1.30%
72	4220	\$ 7,550	\$ -	\$ 16,000	\$ -	\$ -	\$ 4,000	\$ 4,650	\$ -	\$ 32,200	\$ 4,000	\$ 3,700	\$ 39,900	\$ -	0.56%
73	4230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
74	4240	\$ 15,000	\$ -	\$ 36,000	\$ -	\$ -	\$ 10,000	\$ 8,200	\$ -	\$ 69,200	\$ 5,000	\$ 15,000	\$ 89,200	\$ -	1.26%
75	4250	\$ 23,000	\$ 4,000	\$ 7,000	\$ -	\$ -	\$ 2,000	\$ 5,750	\$ -	\$ 41,750	\$ 6,000	\$ 2,700	\$ 50,450	\$ -	0.71%
76	4260	\$ 87,000	\$ -	\$ 44,000	\$ -	\$ -	\$ 31,600	\$ 55,910	\$ -	\$ 218,510	\$ 65,000	\$ 315,000	\$ 598,510	\$ -	8.43%
77	4320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
78	4325	\$ -	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300	\$ -	\$ -	\$ 3,300	\$ -	0.05%
79	4523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
80	4270	\$ 8,859	\$ -	\$ 65,489	\$ -	\$ -	\$ 17,911	\$ 2,212	\$ -	\$ 94,471	\$ 16,515	\$ 21,927	\$ 132,913	\$ -	1.87%
81	4280	\$ 2,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 27,000	\$ 25,000	\$ 4,000	\$ 56,000	\$ -	0.79%
82	4281	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 30,000	\$ 3,000	\$ 3,000	\$ 36,000	\$ -	0.51%
83	4282	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 20,000	\$ 6,000	\$ 18,000	\$ 44,000	\$ -	0.62%
84	4283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 10,000	\$ -	\$ 40,000	\$ -	0.56%
85	4284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 2,500	\$ 22,500	\$ -	0.32%
86	4285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ -	0.42%
87	4290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
88	4300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
89	4310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
90	4320	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	0.14%
91	4530	\$ 41,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,932	\$ 41,452	\$ 175,449	\$ 258,833	\$ -	3.64%
92	4700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,000	\$ 100,000	\$ 247,000	\$ -	3.48%
93	4900	\$ 6,332	\$ -	\$ 98,413	\$ 5,014	\$ -	\$ 24,068	\$ -	\$ -	\$ 133,826	\$ -	\$ 13,081	\$ 146,907	\$ -	2.07%
94		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
95										\$ -			\$ -		0.00%
96															
97		\$ 221,973	\$ 7,300	\$ 381,402	\$ 5,014	\$ -	\$ 299,578	\$ 76,722	\$ 475,000	\$ 1,466,990	\$ 450,966	\$ 920,857	\$ 2,838,813	\$ -	39.97%
98															
99		\$ 377,803	\$ 10,260	\$ 2,678,202	\$ 85,052	\$ 98,451	\$ 679,526	\$ 157,183	\$ 475,000	\$ 4,561,477	\$ 1,000,236	\$ 1,541,184	\$ 7,102,897	\$ -	100.00%
100															
101		\$ 1,674,905	\$ (10,260)	\$ (2,341,854)	\$ (13,052)	\$ (38,538)	\$ (254,526)	\$ 102,817	\$ 5,000	\$ (875,508)	\$ 313,264	\$ 430,316	\$ (131,928)		
102		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
103		% 8.28%	0.22%	58.71%	1.86%	2.16%	14.90%	3.45%	10.41%	100%					

FY 2020

FY20- ANNUAL - General Fund											Water Fund	Sewer Fund			
Line	GL	100-Reg Admin	101-Reg Council	200-Reg Police	205-Reg Victim Adv	206-Reg Investigator	300-Reg Streets	600-Reg PZ	700-Reg Trash	Total	400-Reg Water	500-Reg Sewer	Total	check	%
104															
105															
106	Bond - WTC Refinanced 2011	4510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,400	\$ 336,600	\$ 765,000
107	Us Treasury - #03-93	2160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,519	\$ -	\$ 9,519
108	USDA #07-92	2101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,098	\$ 25,098
109	USDA ( I & I )	2101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,092	\$ 18,092
110	USDA ( Pettyjohn)	2101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,070	\$ 30,070
111	USDA (Town Hall)		\$ 52,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,556
112	SRF-A	2101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,354	\$ 259,354
113	SRF-C	2160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,974	\$ 4,974
114	SRF 2010 (S. Bedford Pump Station)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,178	\$ 21,178
115	<b>Total Capital Expenditures</b>		<b>\$ 52,556</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 437,919</b>	<b>\$ 695,365</b>	<b>\$ 1,185,840</b>
116	<b>Total Expenses</b>		<b>\$ 430,358</b>	<b>\$ 10,260</b>	<b>\$ 2,678,202</b>	<b>\$ 85,052</b>	<b>\$ 98,451</b>	<b>\$ 679,526</b>	<b>\$ 157,183</b>	<b>\$ 475,000</b>	<b>\$ 4,614,032</b>	<b>\$ 1,438,155</b>	<b>\$ 2,236,550</b>	<b>\$ 8,288,737</b>	\$ -
117	<b>Surplus/(Deficit)</b>		<b>\$ 1,622,350</b>	<b>\$ (10,260)</b>	<b>\$ (2,341,854)</b>	<b>\$ (13,052)</b>	<b>\$ (38,538)</b>	<b>\$ (254,526)</b>	<b>\$ 102,817</b>	<b>\$ 5,000</b>	<b>\$ (928,063)</b>	<b>\$ (124,655)</b>	<b>\$ (265,050)</b>	<b>\$ (1,317,768)</b>	
118															
119	Check		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120															
121	<b>Fund Transfers</b>														
122	Real Estate Transfer Tax		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,000	\$ 160,000	\$ 238,000
123	Sewer Impact Cash Account		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 674,053	\$ 674,053
124	Water Impact Cash Account		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,159	\$ -	\$ 328,159
125	Police Capital Savings Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
126	Reserve Account		\$ 52,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,556	\$ -	\$ -	\$ -	\$ 52,556
127	<b>Total Fund Transfer</b>		<b>\$ 52,556</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,556</b>	<b>\$ 431,159</b>	<b>\$ 834,053</b>	<b>\$ 1,317,768</b>	
128															\$ (0)
	Verification														

**Deficit Elimination - Alternative # 1**

**Initial Projected Deficit** \$ (1,783,321)

***Revisions - Revenues (increase ; decrease)***

Increase Tax Revenue (Sun Behavioral Assessment)	\$ 25,000
Increase Water Revenue (Utility Billing)	\$ 25,000
Increase Sewer Revenue (Utility Billing)	\$ 40,000
Increase Court House Municipality Revenue	\$ 50,000
HRA Refund (Unused Money for 2019)	\$ 35,000
Sale of PD Vehicles (Enterprise)	\$ 40,000

Subtotal \$ 215,000

**Surplus/(Deficit) after Revenue Adjustments** \$ (1,568,321)

***Revisions - Expenses (increase ; decrease)***

2% Spending Cap	\$ 125,519
Remove PD Promotions (SPFC)	\$ 7,060
Remove PD New Hires (1 - 8 months, 2 - 8 weeks)	\$ 76,074
Mini Escavator	\$ 50,000
Additional Police Vehicle (Enterprise)	\$ (8,100)

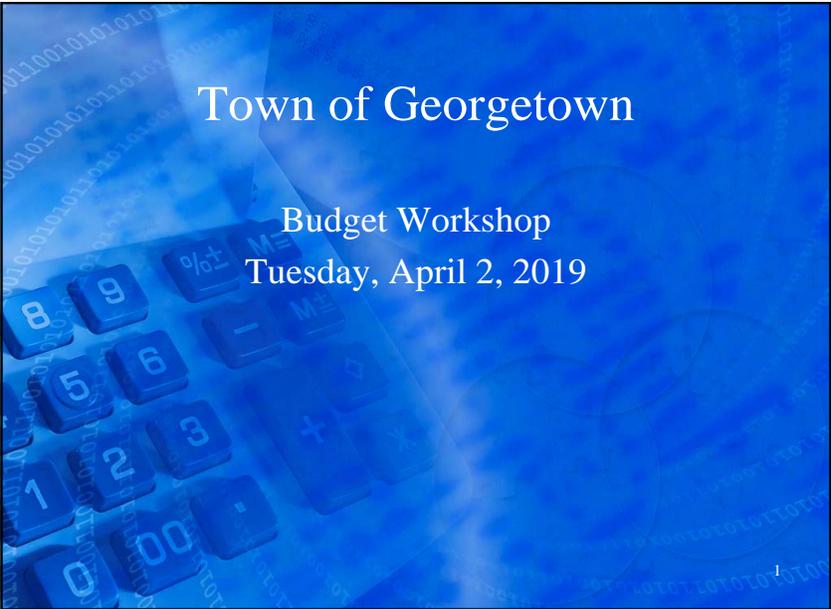
Subtotal \$ 250,553

**Surplus/(Deficit) after Expense Adjustments** \$ (1,317,768)

***Fund Transfers (increase ; decrease)***

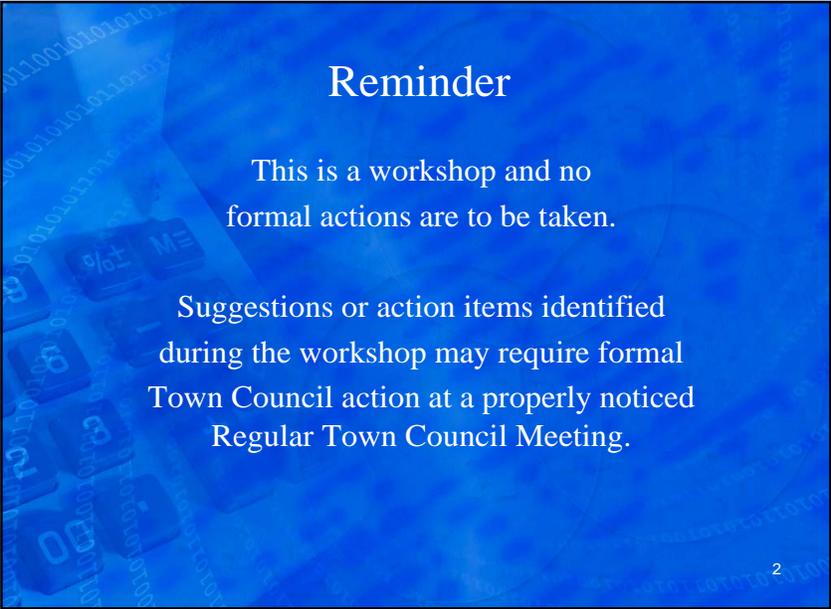
Water Impact Fee Account - Water Debt Service	\$ 328,159
Sewer Impact Fee Account - Sewer Debt Service	\$ 674,053
Reserve Account - Town Hall & Annex Debt Service	\$ 52,556
Realty Transfer Tax - Water Meters	\$ 120,000
Police Capital Savings Fund	\$ 25,000
Realty Transfer Tax (Stevenson Lane Pump Station)	\$ 100,000
Realty Transfer Tax (Roof Repairs DTCC Water Plant)	\$ 18,000
	<u>\$ 1,317,768</u>

\$ (0)



# Town of Georgetown

Budget Workshop  
Tuesday, April 2, 2019



## Reminder

This is a workshop and no formal actions are to be taken.

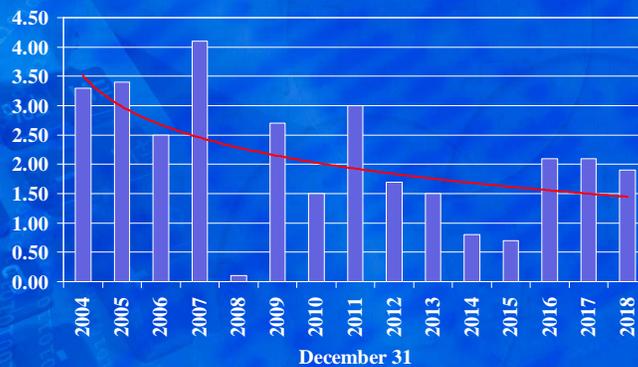
Suggestions or action items identified during the workshop may require formal Town Council action at a properly noticed Regular Town Council Meeting.

## Agenda

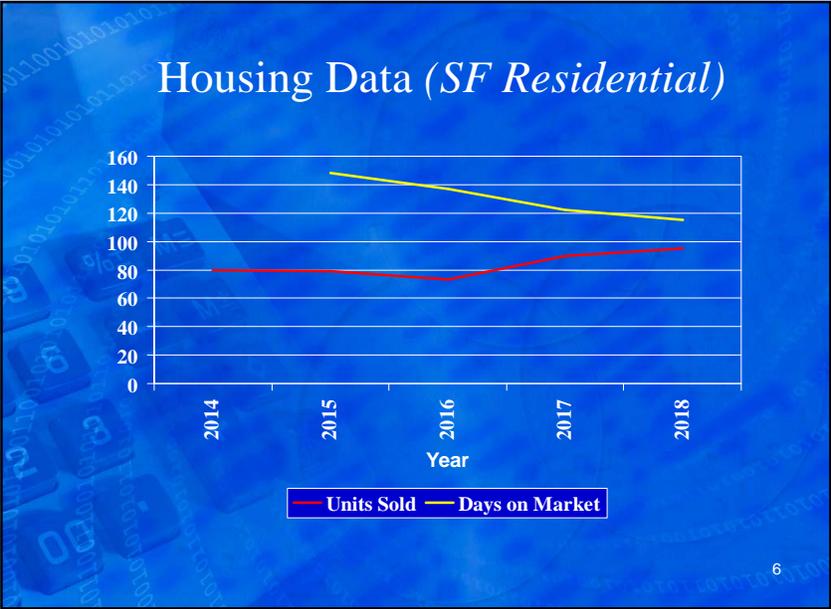
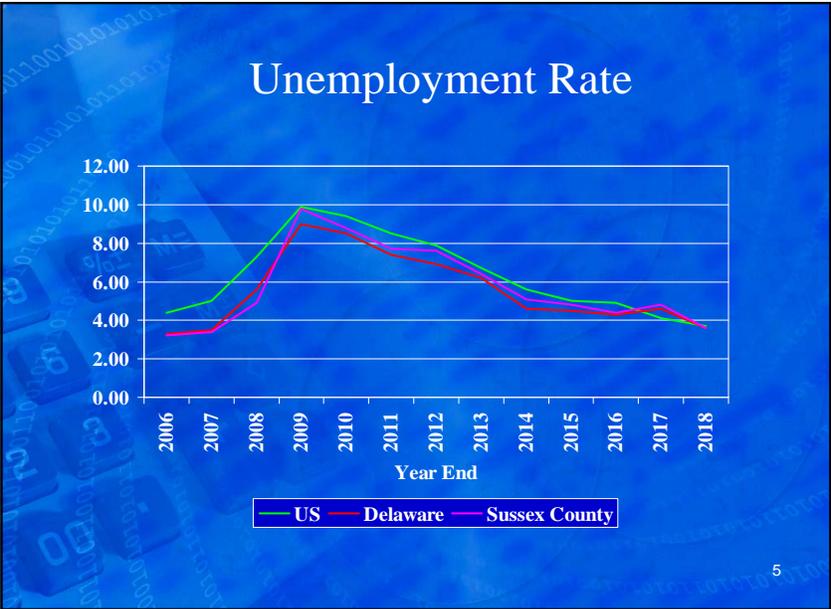
- Current Economic Realities
- Impact on Town of Georgetown
- Building on Success
- Initial FY 2020 Budget
- Addressing the Deficit
- Considerations
- Next Steps

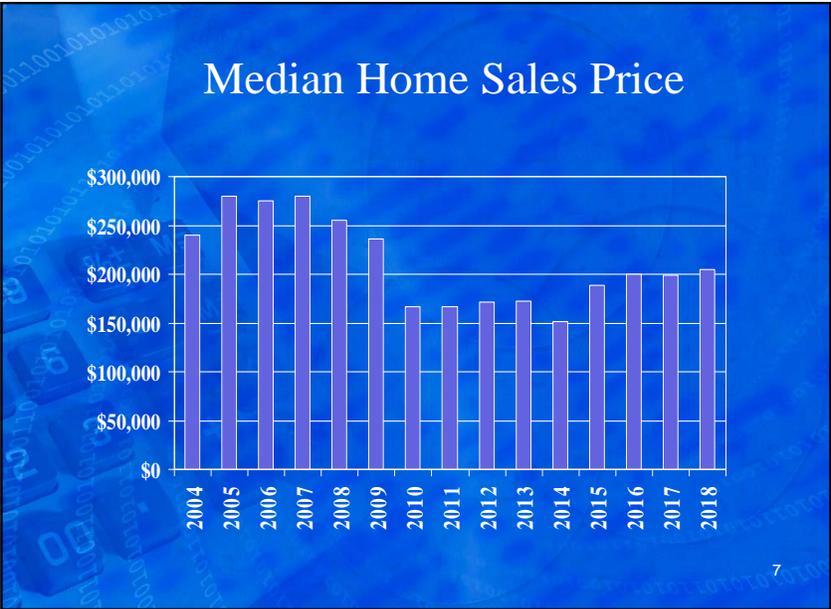
3

## Consumer Price Index



4



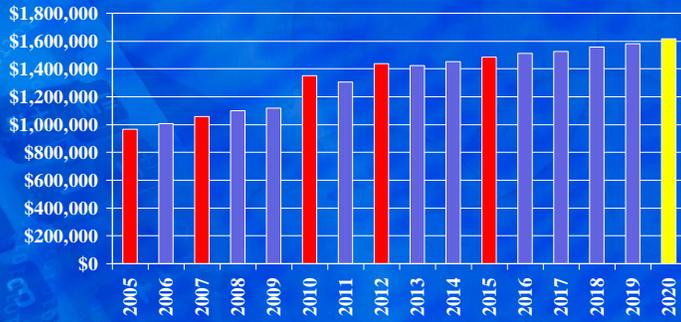


## Property Assessments



9

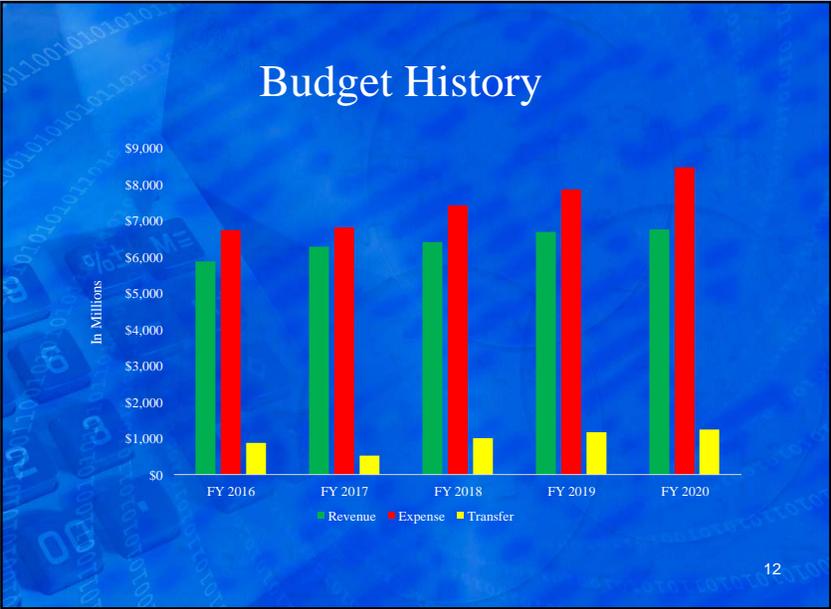
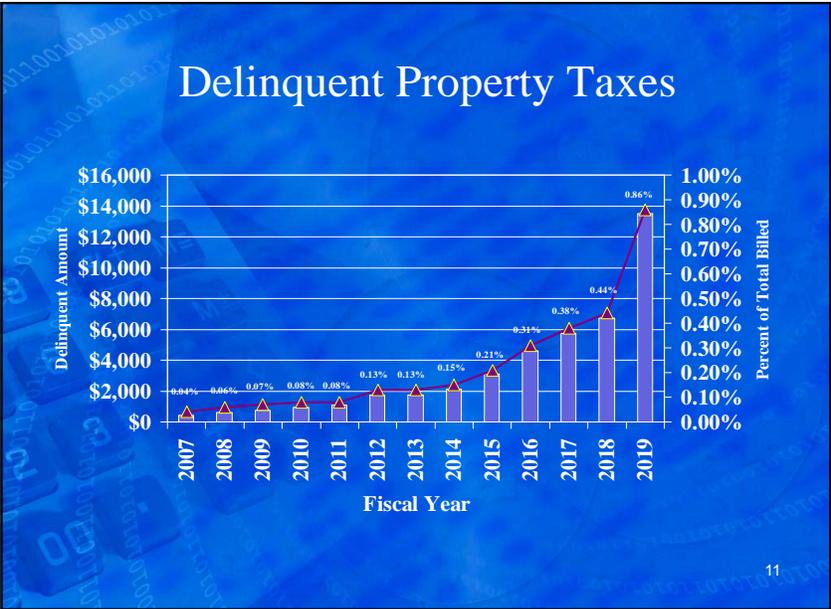
## Property Tax Billed

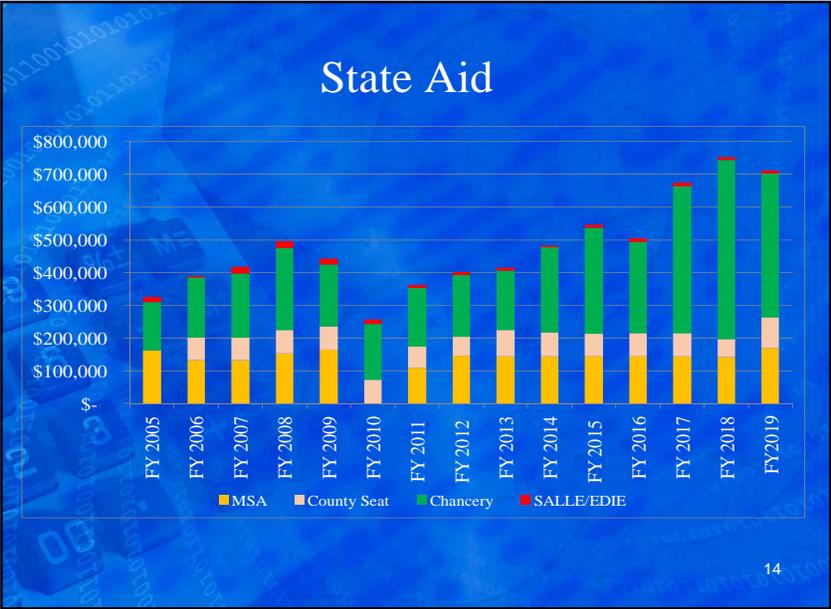
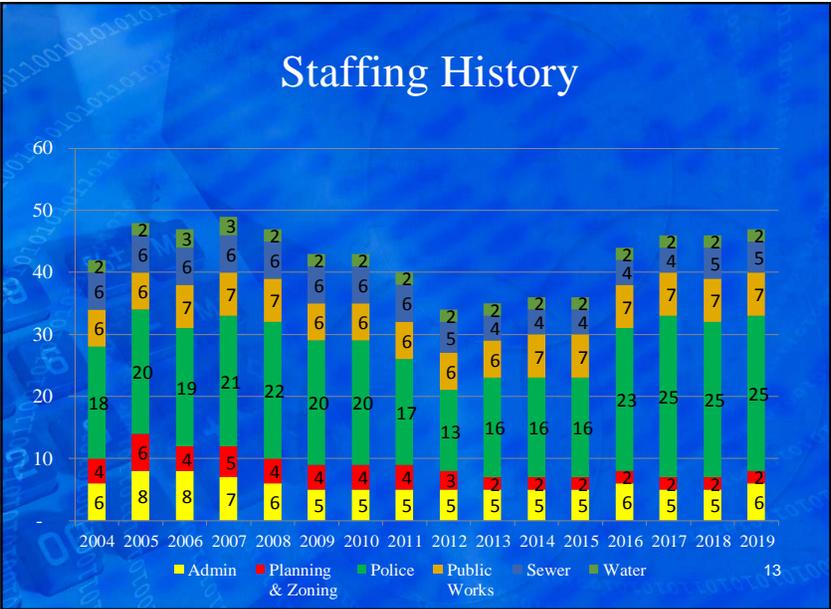


Tax Increase History

2005: \$0.30 Cents  
 2007: \$0.08 Cents  
 2010: \$0.40 Cents  
 2012: \$0.21 Cents  
 2015: \$0.03 Cents

10







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- ## Building on Success
- Conservative Revenue Estimates
  - Major Project Funding with 100% Principal Forgiveness and 0% Interest Rate
    - King Street Water Treatment Upgrades
      - Secured an additional \$500,000 Principal Forgiveness and 0% Interest
      - Total Project Funding \$3,800,000
  - Purchasing Card Rebate
    - Rebate to Date FY19: \$4,175.00 (5% of Purchases)
    - Rebate Since Inception FY08: \$52,402.31

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## Initial FY 2020 Budget

<b>REVENUES</b>	
General Fund Revenues	\$ 3,535,969
Water Revenues	\$ 1,288,500
Wastewater Revenues	\$ 1,931,500
<b>TOTAL REVENUES</b>	<b>\$ 6,755,969</b>
<b>EXPENDITURES</b>	
General Fund Expenses	\$ 4,700,675
Water Fund Expenses	\$ 1,488,925
Wastewater Fund Expenses	\$ 2,275,179
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,464,780</b>
<b>PROJECTED SURPLUS/(DEFICIT)</b>	<b>\$ 1,708,811</b>

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## Significant Items

- Personnel Expense Increase
  - New Positions
    - Police Department
      - (2) Two New Hire in September 2019
      - (2) Two New Hire in March 2020
  - Personnel Reclassification
    - Police Department
      - Promotion to SR/PFC
      - Promotion to Corporal
    - Administrative Department
      - Part-Time position to Full-Time
  - Vacancies (Included in Budget)
    - Public Works
      - Summer Help – Two (2) Part Time

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## Significant Items

- Proposed Capital Expenditures
  - Public Works
    - Replace (65) 2' Water Meters – \$120,000
    - Replace Circle Fire Hydrants - \$9,000
    - DTCC Roof Repairs - \$18,000
    - Purchase Mini Excavator - \$50,000
    - Purchase new vehicle through Enterprise - \$8,520
  - Wastewater
    - Stevenson Lane Pump Station Repairs - \$100,000
    - Purchase new vehicle through Enterprise - \$6,600
  - Police Department
    - Purchase (4) new Vehicles - \$32,400

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## Significant Items

- Potential Legislative Impacts
  - Governor Carney's Proposed Budget
    - Municipal Street Aid Increase
  - Realty Transfer Tax
    - No Change in Allocation
  - PILOT Program
    - Adding City of Newark
  - Other Legislation not yet Introduced
- IRSD Funding for Resource Officer
- Labor Union Negotiations

20

## Town Indebtedness

- Total Debt: \$9,340,380
  - Water (17.65%)
    - Debt: \$1,648,568.68
    - Annual Payment: \$442,892.57 (Principal)
    - Water Impact Account Balance: \$506,124.40
    - Debt Coverage: 14 months
  - Sewer (70.52%)
    - Debt: \$6,587,260.32
    - Annual Payment: \$690,391.91 (Principal)
    - Sewer Impact Account Balance: \$2,516,767.18
    - Debt Coverage: 3 years 8 months
  - Town Hall (11.83%)
    - Balance: \$1,104,553
    - Annual Payment: \$52,555.76 (Principal)
      - Interim Financing to be converted to Permanent Debt

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## Banking Summary

### M & T Bank

- Drug Strike Force
- SALLE
- Health Care Plan
- Realty Transfer
- Sewer & Water Impact
- Payroll
- Great Fund
- Water & Sewer Depreciation
- Operating Account

### WSFS

- Police Savings Account

### Fulton Bank

- Municipal Street Aid
- Police Pension
- Project Escrow Account
- La Red Escrow
- College Park
- Reserve Account

### County Bank

- Annexation
- Fund to Combat Violent Crime
- Equitable Sharing

### PNC Bank

- Interim Financing

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## Major Capital Projects

- King Street Water Treatment Plant Upgrade
  - Completion in Early Summer (New Well)
- Town Buildings
  - 37 The Circle – Completed
  - 39 The Circle – June 2019
- Continued Street Rehabilitation
  - Municipal Street Aid
  - Community Transportation Funds
  - DeDOT Projects
- Stevenson Lane Pump Station Repairs
- Service Line Replacements
  - Market & Bedford Streets
    - DWSRF Application

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## Important Points to Remember

- Cash is King
  - Importance of building and maintaining reserves
  - Once borrowed, need to replenish doubles
- Deferral Cost More
  - Postponement of tax and rate increases generally results in larger, less palatable increases
  - Need for capital improvements is not decreasing
- Financial Issues
  - Operating Cost increase annually
    - Ability to manage to some degree
    - Some items outside our control
  - Debt Service is concern

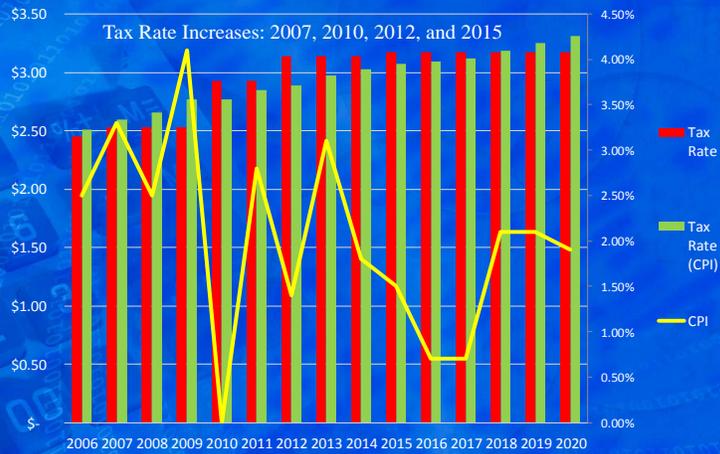
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## Addressing the Deficit

- Eliminate 2% Spending Cap
  - Erodes ability to set aside funds for “Rainy Day”
  - Since inception – 1% in 2013
- Utilize Cash Balances
  - Maybe a one-time fix
  - Difficulty in replacing cash used
  - Impact on FY 2021 Budget
- Other Ideas

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## Tax Rate Increase History



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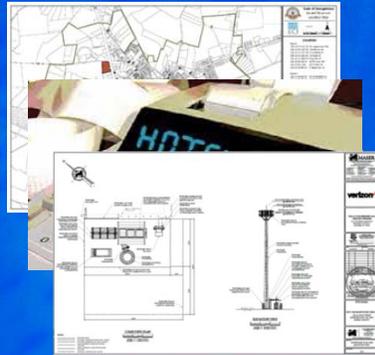
## Tax Rate Increase History

- Consider Annual Increase
  - Avoid Negative Press Impacts
  - Minimized Magnitude of Increase
- Easier for Residents to Adjust
  - Smaller incremental increases
- Eliminates “Catch Up” after two to three years of higher costs
- Every one cent increase, generates \$5,069 income

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## Other Potential Income Sources

- Vacant Building Registration
  - 48 Properties
  - Not Permanent
- Lodging Tax
  - Charter Change
- Cellular Tower
  - Annual 2% Increase
  - 25% of Shared Equipment



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## Next Steps

- Review and Discuss Line Item Budget Detail
- Review, Discuss, and Agree on Items to Address the Deficit
- Prepare, Present and Adopt FY 2020 Budget at April 24 Meeting

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## Cash Account Impact

	Sewer Reserve	Emergency Reserve	Police Capital Savings	Municipal Street Aid	Water Reserve	Realty Transfer Tax	Annexation	Total
FY 2014	\$ 2,265,645	\$ 276,760		\$ 559,968	\$ 576,532	\$546,029	\$ 219,558	\$ 4,638,683
FY 2015	\$ 1,904,335	\$ 276,788	\$ 28,497	\$ 698,314	\$ 627,307	\$499,295	\$219,812	\$ 4,479,145
FY 2016	\$ 1,662,384	\$ 297,530	\$ 28,570	\$ 558,354	\$ 635,307	\$ 714,381	\$ 445,485	\$ 4,573,417
FY 2017	\$ 1,878,858	\$ 297,553	\$ 31,497	\$ 702,820	\$ 741,735	\$ 841,146	\$ 446,098	\$ 5,088,478
FY 2018	\$ 1,971,523	\$ 458,407	\$ 13,552	\$ 825,234	\$ 406,665	\$ 976,067	\$ 445,032	\$ 5,280,110
FY 2019 Current Balance	\$ 2,248,887	\$ 458,486	\$ 39,192	\$ 955,687	\$ 443,439	\$ 1,100,625	\$ 402,418	\$ 5,648,734
FY 2020 P.S.						- 100,000		
FY 2020 Meters	- 60,000				- 60,000			
FY 2020 Roof						-18,000		
F2020 Debt	- 674,187	- 52,556	- 25,000		- 250,000			
End Balance	\$1,514,700	\$ 405,930	\$ 14,192	\$ 955,687	\$ 133,439	\$ 982,625	\$ 402,418	\$ 4,408,991

Notes:  
 • Realty Transfer uses governed by State Code

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**TOWN MANAGER REPORT**  
**April 24, 2019**

**2019 Annual Municipal Election**

With only the incumbents filing for Ward 1 and Ward 2, a municipal election is unnecessary this year. Swearing In will take place at the May 22, 2019 Town Council Meeting.

**Pedestrian Connectivity – North Georgetown Elementary**

On April 4th representatives of the Town met with DelDOT to discuss various options for pedestrian connectivity to the North Georgetown Elementary School (Safe Routes to School, Trails/Pathways Program, and the Transportation Alternatives Program) for North Bedford Street.

Based on scope of the project, number of properties involved, and the initial cost estimates provided, it appears the Transportation Alternatives Program (TAP) is the best option to pursue. Under the TAP Program there will be a 20% match requirement (maximum of \$200,000) from the Town. Timing, once the application is approved, is approximately 6 to 8 months for concept, 9 to 12 months for design, followed by bidding and then construction.

*Request Authorization to move forward with a Transportation  
Alternatives Program Application*

**Project Updates**

A few updates on current projects:

- 39 The Circle
  - Drywall is in process, next will be finishing, followed by painting and then electrical – completion is anticipated end of June 2019
- Technical Assistance – Bike Trail Easement
  - An initial meeting with Simone Collins was held on April 16 to review basic information and discuss some alternatives. The next step is to provide contact information for the potentially impacted properties to schedule meeting with them
- West Market Street Pedestrian Signal
  - Work is in process – the mast arm is still 4 to 6 weeks out

**Miscellaneous**

- Legislative Update
- Reminders:
  - **Delaware League of Local Governments:** Thursday, April 25, 5:30 PM, Duncan Center (Dover)

Reviewed by Town Solicitor

**TOWN MANAGER REPORT**  
**April 24, 2019**

- **Sussex County Association of Towns:** Wednesday, May 1, 6:00 PM,  
hosted by Bethany Beach
- **Sussex County Association of Towns Steering Committee:** Friday, May  
3, 9:00 AM, Arena's at the Airport

Reviewed by Town Solicitor



# Town of Georgetown

## First Session, 150<sup>th</sup> Delaware General Assembly

### Legislative Report

Prepared By:  
Eugene S. Dvornick, Jr., Town Manager  
April 24, 2019

Bill	Description	Position	Status	
HB 17	Tax Intercept Priority – Municipal and School Taxes	Support	Out of Committee (03/06/19)	
HB 32	Decreasing the Realty Transfer Tax	Neutral	Revenue & Finance (01/04/19)	
HB 36	Liens on Real Estate Assessment Taxes	Support	Stricken (03/05/19)	
HB 38 w/ HA 1	In Person Early Voting	Neutral	<b>PASSED</b> (03/19/19)	<b>PASSED</b> (04/11/19)
HB 39 w/ HA 1	Election Day Registration	Neutral	<b>Out of Committee</b> (03/13/19)	
HB 41	Primary Elections – 4 <sup>th</sup> Tuesday in April	Neutral	PASSED (01/24/19)	Elections/Government & Community Affairs (01/25/19)
HB 47	Minimum Wage	Neutral	Economic Development/Banking/ Insurance and Commerce (01/24/19)	

HB 50	Budget (Governor's Recommended)	Under Review	Appropriations (01/24/19)	
HB 51	One-Time Supplemental Appropriation to OMB	Neutral	Appropriations (01/24/19)	
HB 54	DELJIS Fund (Ongoing Funding)	Support	Out of Committee (03/06/19)	
HB 60	Community College Infrastructure Fund	Under Review	Administration (02/28/19)	
HB 65	Solar Panels and Restrictive Covenants	Neutral	Housing & Community Affairs (03/05/19)	
HB 66	Biennial Capital Transportation Plan	Support	PASSED (03/12/19)	PASSED (03/27/19)
HB 85	Resignation of Elected Officials Seeking Office	Under Review	Administration (03/13/19)	
SB 7 w/ SA 1	Use of Population Consortium for Projection	Support	PASSED (04/18/19)	PASSED (03/05/19)
<del>SB 9</del>	<del>Bond and Capital Improvements (Mini-Bond)</del>	<del>Support</del>		<del>Capital Improvement (01/15/19)</del>
SS 1 for SB 9	Bond and Capital Improvements (Mini-Bond)	Support	Signed by Governor (01/28/19)	

SB 11	Compensatory Payment for Certain Properties Exempt Owned by the State (PILOT)	Under Review		Out of Committee (03/06/19)
SB 20	Bond and Capital Improvements (Governor's Recommended)	Under Review		Capital Improvement (01/24/19)
SB 28	Parking in Handicapped Space (Increase in Fines)	Under Review	Out of Committee (04/10/19)	PASSED (03/27/19)
SB 29	Parking in Handicapped Space (Increase in Imprisonment)	Under Review		Transportation (03/06/19)
<del>SB 48</del>	<del>Apprentice Training for Large Contracts</del>	<del>Under Review</del>		<del>Labor (03/20/19)</del>
SS 1 for SB 48	Apprentice Training for Large Contracts	Under Review	Out of Committee (04/10/19)	PASSED (03/26/19)
SB 50	Community College Infrastructure Fund	Oppose		Out of Committee (01/23/19)
SS 1 for SB 50	Community College Infrastructure Fund	Under Review		
SS 2 for SB 50	Community College Infrastructure Fund	Under Review	PASSED (04/11/19)	PASSED (03/26/19)
SB 64	Charter Amendment – Town of Georgetown (Lodging Tax)	Support	Election, Government & Community Affairs (04/17/19)	PASSED (04/18/19)

Watch List:	Cannabis Recreational Use Minimum Wage Net Energy Metering Renewable Energy Portfolio			
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**Town Council Meeting  
April 24, 2019  
Public Works**

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

**The King Street well pump and motor that was being certified is scheduled to be shipped on the April 23<sup>rd</sup> so hopefully AC Shulties will schedule next week for the install and complete this project.**

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

**We have been rebuilding catch basins that were in need of repairs Robinson Street, East Laurel Street.**

**The Street sweeper has been out and we are starting to spray the weeds in the sidewalks and curbing. Grass cutting has started for the season.**

**The stage has been checked and serviced, new electric installed at the Marvel Museum everything is ready for this year's concerts.**

William J. Bradley