NEW CASTLE COUNTY COUNCIL
ADMINISTRATIVE-FINANCE COMMITTEE MEETING

Co-Chair George Smiley, Seventh District
Co-Chair John Cartier, Eighth District

August 27, 2024
4:00 PM

VIRTUAL ZOOM WEBINAR MEETING &**
LOUIS L. REDDING CITY/COUNTY BUILDING
1ST FLOOR COUNCIL CHAMBERS
800 N. FRENCH STREET, WILMINGTON, DE 19801

AGENDA

A. Call To Order/Roll Call

B. Approval of Minutes - July 23, 2024

C. Review/Discussion of Resolution(s)

R24-159: AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH THE CITY OF NEWARK TO PROVIDE A PASS-THROUGH GRANT FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $289,911.98
Prime Sponsor: Mr. Smiley, Mr. Cartier

R24-160: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GROUND LEASE FOR A CELL TOWER ON A PORTION OF TAX PARCEL NO. 08-008.30-102, DESIGNATED PARKLAND
Prime Sponsor(s): Ms. Kilpatrick

R24-161: APPROVING THE RECREATIONAL PROPERTY TAX EXEMPT STATUS OF THE MAPLE VALLEY SWIM CLUB LOCATED AT 8 OLD POSSUM PARK ROAD, NEWARK, DELAWARE TAX PARCEL NO. 08-053.00-039
Prime Sponsor(s): Mr. Sheldon

D. Review/Discussion of Ordinance(s)

°24-124: AMEND THE FY2025 CAPITAL PROGRAM AND BUDGET: TRANSFER $500,000 FROM THE AGRICULTURAL PRESERVATION CAPITAL PROJECT TO THE OPEN SPACE PRESERVATION CAPITAL PROJECT
Prime Sponsor(s): Ms. Durham, Mr. Smiley

°24-125: AMEND THE FY2025 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $3,500,000 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2025 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF COMMUNITY SERVICES, NEWARK LIBRARY CAPITAL PROJECT
Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-126: AMEND THE GRANTS BUDGET: APPROPRIATE $10,818 ADDITIONAL STATE OF DELAWARE GRANT-IN-AID FUNDS TO THE ABSALOM JONES SENIOR CENTER FY2025 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, COMMUNITY RESOURCES DIVISION
Prime Sponsor(s): Mr. Hollins, Mr. Street

°24-127: AMEND THE GRANTS BUDGET: APPROPRIATE $853,500 TO THE CONTRACTED POLICE DUTY REVOLVING FUND, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE
Prime Sponsor(s): Mr. Bell, Ms. Hartley-Nagle

°24-128: AMEND THE GRANTS BUDGET: APPROPRIATE $244,149 TO THE CONTRACTED PARAMEDIC DUTY REVOLVING FUND, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES
Prime Sponsor(s): Mr. Bell, Ms. Hartley-Nagle

°24-131: TO AMEND NEW CASTLE COUNTY CODE CHAPTER 26 (“HUMAN RESOURCES”), ARTICLE 3 (“MERIT SYSTEM”), SECTION 26.03.1403 (“HOLIDAYS”) CONVERTING TWO EXISTING HOLIDAYS TO FLOATING HOLIDAYS AND DECLARING JUNETEENTH AN OFFICIAL HOLIDAY
Prime Sponsor(s): Ms. Kilpatrick

E. New Castle County Grant Requests/Community Events

- 8/27/24 Grant Matrix

F. Expense and Revenue Round Table

G. Other

H. Public Comment

I. Adjournment

AGENDA POSTED: Tuesday, August 20, 2024

*The agenda is posted (7) seven days in advance of the scheduled meeting in compliance with 29 *Del. C.* Section 10004(e)(2). The meeting may go into Executive Session to address issues that arise at the time of the meeting.

**Under Title 29, Section 10006A of *Delaware Code*, New Castle County Council is holding this meeting as a telephone and video conference, utilizing zoom Webinar. In addition, this meeting is open to the public in Council Chambers (800 N. French Street, Wilmington, DE 19801). The link to join the meeting via computer, smart device, or smart phone is : https://zoom.us/j/377322142 You may also call into the meeting (audio) using the following call in numbers: 1-312-626-6799 or +1-646-558-8656 or +1-346-248-7799 or +1-669-900-9128 or +1-253-215-8782 or +1-301-715-8592. Then enter the Webinar ID: 377 322 142. If you do not have a good connection with one, please try the others. Additional information regarding phone functionality during the meeting is available at: https://support.zoom.us/hc/en-us/articles/360029527911-Live-Training-Webinars

Meeting materials, including a meeting agenda, legislation to be addressed during the meeting, and other materials related to the meeting are electronically accessible at https://www.nccde.org/2351/Agendas-and-Minutes Members of the public joining the meeting may be provided an opportunity to make comments in real time. A comment period will be administered by a moderator to ensure everyone may have an opportunity to comment.

If permitted to comment, you will not be able to speak until called upon by the moderator.   For those appearing virtually, there are functions in the program that allow you to do this. Please see the link in the previous paragraph.

Prime Sponsor(s): Mr. Smiley, Mr. Cartier
Requested by: Community Services
Date of introduction: August 27, 2024

RESOLUTION NO. 24-159

AUTHORIZING THE EXECUTION OF ONE CONTRACT WITH THE CITY OF NEWARK TO PROVIDE A PASS-THROUGH GRANT FOR THE DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF COMMUNITY DEVELOPMENT AND HOUSING IN THE AMOUNT OF $289,911.98

WHEREAS, *New Castle County Code* § 2.02.004 requires that all contracts involving expenditures of funds in excess of $50,000.00 in aggregate to one vendor in a fiscal year, which are not competitively bid, be approved by Resolution of County Council; and

WHEREAS, this contract is a cooperating community agreement with the City of Newark in the amount of $289,911.98 for Community Development Block Grant (CDBG) activities as per their proposal to New Castle County; and

WHEREAS, New Castle County received CDBG funds as part of the annual allocation of the federal budget; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires New Castle County to allocate a percentage of these funds to any community who has signed the cooperating community agreement.

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the contract listed on the attached Exhibit "A," entitled "New Castle County Purchase Requisition/Justification Form" as a valid contract in excess of $50,000.00 pursuant to *New Castle County Code* § 2.02.004.

Adopted by County Council of
New Castle County on:

____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution approves the execution of the listed contract.

<u>Department of Community Services, Division of Community Development & Housing</u>

City of Newark	$289,911.98

FISCAL IMPACT: This Resolution authorizes the execution of one contract totaling $289,911.98. Funding is included in the FY2025 Community Development Block Grant.

____
Michael Smith
Chief Financial Officer

NEW CASTLE COUNTY
PURCHASE REQUISITION / JUSTIFICATION FORM

EXHIBIT A

Please complete all the blue highlighted fields. If the total is greater than $50,000 (Non-Bid only); or if the purchase, for this vendor, in aggregate for the fiscal year exceeds $50,000 (Non-Bid only), you must also complete items I-VI in the lower half of the form.

REQUISITIONER INFORMATION				VENDOR INFORMATION	
NAME	Dana Mitchell	**FISCAL YR**	**2025**	**NAME**	City of Newark
DEPARTMENT	COMMUNITY_SERVICES_40	**FUND**	**110 GRANTS**	**ADDRESS**	220 South Main Street
ORGANIZATION	11400601 CS - GRANTS				Newark, DE 19711
PHONE	302-395-5619	**REQ#**	**2501034**		
DELIVERY LOCATION					
SEND VENDOR PO	☑ YES ☐ NO			**CONTACT NAME**	Michael Fortner
CURRENT VENDOR	☑ YES ☐ NO			**PHONE**	302-366-7000 **EXT** 2041
VENDOR #	100125			**EMAIL**	mfortner@newark.de.us **FAX #**

ITEM#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	OBJ LEVEL	GRANT or PROJECT #/ DETAIL / LOCATION
	1	CDBG Activities	289,911.98	$289,911.98	57210	G40400032
				$0.00		1000000018
				$0.00		0000000000
				$0.00		57210
				$0.00		
				$0.00		
				$0.00		
				$0.00		
			TOTAL	$289,911.98		

ADDITIONAL NOTES

PURCHASES > $50,000 (Non-Bid) OR IF THE FY AGGREGATE FOR THIS VENDOR > $50,000 (Non-Bid), PLEASE COMPLETE THE SECTION BELOW.

I. What is the purpose of the requisition or advice of change?

City of Newark - Cooperating Agreement for the CDBG activities as per their proposal to New Castle County.

II. Why is it needed?

New Castle County received Community Development Block Grant Funds as part of the annual allocation of the federal budget. HUD requires New Castle County to allocate a percentage of these funds to any community who has signed the cooperating community agreement.

III. What will the impact (cost) be to New Castle County if the requisition or advice of change is not processed?

New Castle County would be required to return funds to the federal government.

IV. IS THIS A SOLE SOURCE CONTRACT? ☐ YES ☑ NO

V. IS THIS A PASS THROUGH GRANT? ☑ YES ☐ NO **IF YES, AGENCY**

VI. OTHER, PLEASE EXPLAIN

SIGNATURE	*Carrie Casey*	**DATE**	7/8/2024

Prime Sponsor(s): Ms. Kilpatrick
Requested by: Public Works
Date of introduction: August 27, 2024

RESOLUTION NO. 24-160

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GROUND LEASE FOR A CELL TOWER ON A PORTION OF TAX PARCEL NO. 08-008.30-102, DESIGNATED PARKLAND

WHEREAS, New Castle County (the “County”) owns and maintains land identified on New Castle County tax maps as Tax Parcel No. 08-008.30-102, consisting of 5.4 acres and having a physical address of 7259 Lancaster Pike, Hockessin, Delaware, 19707, (the “Property”); and

WHEREAS, the County has a strong interest in ensuring that residents and visitors have robust mobile connectivity throughout the County location; and

WHEREAS, mobile connectivity is essential to supporting public safety, economic development, and quality of life; and

WHEREAS, lessons learned from the COVID-19 pandemic highlighted underserved areas where gaps in service are more prevalent, and where Public Safety cannot be reached consistently, where cold spots can interfere with critical 911 calls and the timely dispatch of emergency response, and Next Generation 911 (NG911) allows attaching video, photos, and texting to 911, which also increases bandwidth demands on mobile networks to support Public Safety; and

WHEREAS, to improve mobile connectivity and digital equity countywide, the County conducted a study to identify gaps in coverage by testing signal strengths County-wide; and

WHEREAS, the study identified optimal County-owned parcels to erect communications towers, based on concentrated cold spots, population density, existing fiber within a 0.5 mile radius, and existing roads to facilitate maintenance; and

WHEREAS, the Property fell within those parameters; and

WHEREAS, the County issued a Request for Proposals for the construction of a wireless communications facility on the Property, and Cellco Partnership (d/b/a Verizon Wireless) was the successful bidder; and

WHEREAS, 9 *Del. C.* § 1341(4) establishes the functions of the Department of Public Works to include managing, maintaining, and operating parks, open spaces, natural areas and greenways, including the authority to execute leases for wireless communication facilities on park land with the approval by resolution of County Council; and

WHEREAS, the Department of Public Works seeks County Council’s approval to enter a wireless communications facility lease agreement with Cellco Partnership for a portion of the Property, as required by 9 *Del. C.* § 1341(4).

NOW, THEREFORE, BE IT RESOLVED by and for the County Council of New Castle County that County Council hereby approves the lease and memorandum of agreement listed on the attached Exhibit A, entitled “Concession Agreement” and “Memorandum of Concession Agreement.”

Adopted by County Council of
New Castle County on:

____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: This Resolution, if approved, will authorize the County Executive to enter into an initial ten-year lease agreement with Cellco Partnership (d/b/a Verizon Wireless) for use of County Property located at 7259 Lancaster Pike in Hockessin, Delaware. The lease agreement permits the vendor to construct, reconstruct, erect, install, improve, replace and remove from time to time the communications tower; and use, maintain, repair, operate and monitor the communications tower for wireless communications. The communications tower will enhance mobile connectivity in the area. The lease shall automatically renew for three successive five-year periods, unless the vendor provides written notice.

FISCAL NOTE: This Resolution, if approved, provides $500,000 in ARPA grant funds to the vendor to construct a communications tower. There are no other fiscal impacts as a result of approval of this Resolution.

.

SITE NAME: WIL Lancaster Park
MDG Location No.: 5000945688

CONCESSION AGREEMENT

This Concession Agreement ("Agreement") is made and entered into this [______] day of [________], 2024 (the "Effective Date") by and between New Castle County, with an address of 87 Reads Way, New Castle, DE 19720 (the "County"), and Cellco Partnership (d/b/a Verizon Wireless), a Delaware general partnership, with an address at One Verizon Way, Basking Ridge, NJ 07920 ("Verizon"). Each of County and Verizon is sometimes referred to herein as a "Party" and are collectively sometimes referred to herein as the "Parties".

RECITALS

A. County owns a certain parcel of land located at 7259 Lancaster Pike, Hockessin, DE 19707, comprised of approximately 5.40 acres and being New Castle County Tax Parcel No. 08-008.30-102 (the "Owner's Lot");

B. Intending to be legally bound hereunder, County desires to lease a portion of the Owner's Lot to Verizon, which portion is approximately 2,400 square feet acres of real property (the "Leased Property"), as depicted in **Exhibit A** attached hereto, for the purpose of developing and constructing a multi-tenant communications tower (the "Communications Tower").

C. Intending to be legally bound hereunder, Verizon desires to lease the Leased Property from County to construct, install, own, operate and maintain the Communications Tower subject to this Agreement.

D. The development and construction of the Communications Tower will be funded, in whole or in part, with State and Local Fiscal Recovery Funds ("SLFRF") authorized by the American Rescue Plan Act ("ARPA"), thereby requiring certain terms and conditions specific to the development and construction of the Communications Tower.

E. Intending to be legally bound hereunder and effective as of the Effective Date, County agrees to lease the Leased Property to Verizon for the purposes set forth in this Lease, all on the terms and conditions herein contained.

ARTICLE 1 DEFINITIONS

In addition to the terms defined in the introductory Preamble hereof and in the Recitals set forth above, the following terms shall have the indicated meanings:

1.1 "Access Easement Area" means the portion of the Owner's Lot, the Leased Property and/or certain adjacent real property owned by the County over which Verizon has appurtenant rights for ingress, egress, and access to and from the Leased Property pursuant to Section 7.2, as is described, depicted or mapped on **Exhibit B**.

1.2 "Affiliate" means, each Person that, directly or indirectly, controls, is controlled by or is under common control with a Party. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party and/or such Person, as applicable, whether through the ownership of voting securities or by contract or otherwise.

1.3 "Applicable Requirements" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation (i) Verizon's leasehold, access and easement interests in and to the Leased Property or any part thereof in connection with the Operations and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Communications Tower.

1.4 "Assignee" has the meaning set forth in Section 20.1(b).

1.5 "Assign" or "Assignment" has the meaning set forth in Section 20.3.

1.6 "Commercial Operation Date" shall mean and shall be deemed to have occurred when: (a) the Communications Tower has been completely installed, is mechanically and electrically sound, and is ready for start-up and commercial operation; (b) the mechanical tests relating to completion of the Communications Tower have been conducted and the requirements with respect thereto have been satisfied in the reasonable discretion of the County; and (c) the Communications Tower complies with all applicable Governmental Approvals and has passed all required inspections by any applicable Governmental Authority.

1.7 "Commercial Operation Date Notice" shall have the meaning set forth in Section 8.4.

1.8 "Construction Easement Area" means that certain portion of the Owner's Lot and the Leased Property for installation and construction of the Communications Tower pursuant to Section 7.2, as described or depicted on **Exhibit C**.

1.9 "Creditworthy" means a Person that has a net worth which equals or exceeds the net worth of Verizon measured at the time of the applicable Assignment or Sublease arising under Article 20.

1.10 "Default Rate" means a rate of interest equal to two percent (2%) plus the prime rate published from time to time in The Wall Street Journal or its successor publication, per annum.

1.11 "Easements" means the easements granted pursuant to Section 7.2 effective on the Effective Date.

1.12 "Effective Date" has the meaning as set forth in the preamble above.

1.13 "Environmental Laws" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees applicable to the Leased Property or the Owner's Lot now or hereinafter in effect relating to: (a) pollution; (b) the protection or regulation of human health, natural resources or the environment; (c) the treatment, storage or disposal of Hazardous Substances; or (d) the emission, discharge, Release or threatened release of Hazardous Substances into the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.; the Clean Air Act, 42 U.S.C. 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. (to the extent relating to Hazardous Substances); 7 Del. C., Chapter 60, the Environmental Control Act; 7 Del.

C., Chapter 62, the Oil Pollution Liability Act; 7 Del. C., Chapter 63, the Hazardous Waste Management Act; 7 Del, C., Chapter 67, the Motor Vehicle Emissions Act; 7 Del. C., Chapter 74, the Delaware Underground Storage Tank Act; 7 Del. C., Chapter 77, the Extremely Hazardous Substance Risk Management Act; 7 Del. C., Chapter 78, the Pollution Prevention Act; and 7 Del-C., Chapter 91, the Delaware Hazardous Substance Cleanup Act; and any other Applicable Requirements that govern: (1) the existence, removal, or remediation of Hazardous Substances on real property; (2) the emission, discharge, Release, or control of Hazardous Substances into or in the environment; or (3) the use, generation, handling, transport, treatment, storage, disposal, or recovery of Hazardous Substances, each as amended, and together with all applicable regulations, orders, and binding guidance documents issued thereunder.

1.14 "Event of Default" has the meaning set forth in Section 23.1.

1.15 "First Renewal Term" shall have the meaning set forth in Section 8.1.

1.16 Intentionally Deleted.

1.17 "Force Majeure" means, when used in connection with the performance of a Party's obligations under this Agreement, any act, condition or event (to the extent not caused by such Party or its Affiliates, agents, subcontractors or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the reasonable control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. Without limiting the meaning of the preceding sentence, the following events constitute Force Majeure to the extent that they render a Party unable to comply totally or partially with its obligations under this Agreement:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, as storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, hurricanes, landslides, and fires, and objects striking the earth from space (such as meteorites); and

(c) acts of any Governmental Authority that materially restrict or limit Verizon's access or any Verizon Access Parties' access to the Leased Property or its Operations at the Leased Property.

Notwithstanding anything to the contrary in this definition, the term Force Majeure shall not include any of the following:

(i) any act, event or condition caused by the negligence or willful misconduct of, or breach of this Agreement by, the Party or any of its agents or suppliers or subcontractors claiming such act, event or condition as a Force Majeure;

(ii) the financial inability of any Party to perform its obligations under this Agreement; and

(iii) any strike, walkout, or other industrial or labor action caused by any Verizon Access Parties.

1.18 "Governmental Approvals" means all authorizations, consents, decisions, licenses, certifications, grants, registrations, exemptions, permits, certificates and approvals from any Governmental Authority.

1.19 "Governmental Authority" means any foreign, national, federal, state, county, city, regional or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the performance of Operations, the Communications Tower or its operations, the Leased Property or otherwise over any Party.

1.20 "Hazardous Substances" means and includes any substance that is or contains (a) any "hazardous substance" as now or hereafter defined in § 101(14) of CERCLA; (b) any "hazardous waste" as now or hereafter defined in RCRA; (c) any toxic substance now or hereafter regulated by TSCA; (d) petroleum, petroleum by-products, gasoline, diesel fuel, or other petroleum hydrocarbons; (e) asbestos and asbestos-containing material, in any form, whether friable or non-friable; (f) polychlorinated biphenyls; (g) lead and lead-containing materials; (h) any additional substance, material or waste: (i) the presence of which on or about the Leased Property (1) requires reporting, investigation or remediation under any Environmental Laws, (2) causes or threatens to cause a nuisance on the Leased Property or any adjacent area or property or poses or threatens to pose a hazard to the health or safety of persons on the Leased Property or any adjacent area or property, or (3) which, if it emanated or migrated from the Leased Property, could constitute a trespass, or (ii) which is now or is hereafter classified or considered to be hazardous or toxic under any Environmental Laws.

1.21 INTENTIONALLY DELETED

1.22 "Improvements" means all facilities, apparatus, systems, structures, equipment, machinery, fencing, materials and personal property of every kind and character that are constructed, installed and/or placed on the Leased Property, or on, above or under the Leased Property by or on behalf of Verizon during the Lease Term.

1.23 "Initial Lease Term" shall have the meaning set forth in Section 8.1.

1.24 "Land Records" means the Official Land Records of New Castle County, Delaware.

1.25 "Lease Term" shall have the meaning set forth in Section 8.1.

1.26 "Leased Property" shall have the meaning set forth in the Recitals.

1.27 "Leasehold Mortgagees" has the meaning set forth in Section 20.1.

1.28 "Lender" shall have the meaning set forth in Section 20.1.

1.29 "Verizon" shall have the meaning set forth in the preamble.

1.30 "Verizon Access Parties" means Verizon and its Affiliates, contractors, consultants and Lenders and other financing sources and each of their respective agents, representatives, subcontractors, consultants, employees and invitees.

1.31 "County" shall have the meaning set forth in the preamble.

1.32 "County Default" has the meaning set forth in Section 23.3.

1.33 "County Indemnified Party" has the meaning set forth in Section 17.1.

1.34 "Liabilities" has the meaning set forth in Section 17.1.

1.35 "Memorandum of Lease" shall mean the Memorandum of Lease attached hereto as **[Exhibit D]**.

1.36 "Operations" shall have the meaning set forth in Section 2.1.

1.37 "Owner's Lot" shall have the meaning set forth in the Recitals.

1.38 "Party" and "Parties" shall mean the Verizon and/or the County.

1.39 "Permits" shall mean applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, sitting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the Communications Tower or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

1.40 "Person" means any individual, entity, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or other entity or governmental authority.

1.41 "Reclamation Estimate" shall have the meaning set forth in Section 24.2.

1.42 "RCRA" means the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.) or any regulations promulgated under RCRA.

1.43 "Release" means a "release" as defined under §101(22) of CERCA.

1.44 "Removal Obligations" means removal from the Leased Property of the Communications Tower and all other Improvements, and any personal property owned or leased by Verizon.

1.45 "Renewal Term" means the First Renewal Term and/or the Second Renewal Term and/or the Third Renewal Term.

1.46 "Commencement Date" means the first day of the month in which the Commercial Operation Date occurs.

1.47 "Second Renewal Term" shall have the meaning set forth in Section 8.1.

1.48 "Communications Tower" means: the structure developed, constructed and installed by Verizon (a) for the provision of current or future communication services, including voice, video, internet and other data services, and (b) which includes switches, antennas, panels, conduits, poles, flexible transmission lines, cables, radios, amplifiers, filters, interconnect transmission equipment and all associated software, hardware and equipment (such as vaults, ground-mounted cabinets, generator pads, diesel storage tanks, etc.), in each case, including any modifications, replacements and upgrades thereto. .

1.49 "Substantial Alteration" has the meaning set forth in Section 25.2.

1.50 "Taxes" has the meaning set forth in Section 15.1.

1.51 "Third Renewal Term" has the meaning set forth in Section 8.1.

1.52 "TSCA" means the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.) or any regulations promulgated under TSCA.

1.53 "Work" has the meaning set forth in Section 22.3.

ARTICLE 2 PURPOSE OF AGREEMENT

2.1 Operations. Pursuant to this Agreement, Verizon shall have sole and exclusive possession of the Leased Property during the Lease Term for the following purposes (collectively, "Operations"):

(a) To (i) construct, reconstruct, erect, install, improve, replace, and remove from time to time the Communications Tower, and (ii) use, maintain, repair, operate and monitor the Communications Tower for wireless communications and uses incidental thereto in accordance with this Agreement and all applicable Governmental Approvals including, without limitation, an antenna which can and shall be used for communication purposes by both the New Castle County Department of Public Safety and the New Castle County Department of Public Works (the "County Antenna"). Verizon shall work in good faith with the County to ensure that the County Antenna is installed in accordance with any specific design or location requirements;

(b) Vehicular and pedestrian ingress, egress and access to and from Communications Tower on, over and across the Leased Property by means of the Easements, including, without limitation any curb cuts required by applicable governing authorities;

(c) Removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation on the Leased Property that could obstruct, interfere with or impair the Communications Tower or the use of the Leased Property by Verizon; and

(d) Solely in the strictest adherence to Applicable Requirements, an exclusive right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis of or on the Leased Property as Verizon deems necessary, useful or appropriate.

Notwithstanding anything contained in Section 2.1 and Section 2.2 to the contrary, Verizon may, in accordance with all Applicable Requirements, Governmental Approvals and Section 20.5 hereof, sublease the Leased Property, inclusive of tower space on the Communications Tower, to other wireless carriers.

2.2 Exclusive Rights. Subject to the provisions of Section 2.1, Verizon shall have the exclusive right to develop and use the Leased Property for Operations and County shall not sell, partition, finance, mortgage, assign, or encumber the Leased Property in any way that could materially interfere with the rights granted to the Verizon Access Parties hereunder, except as provided for in Section 20.3 and in accordance with Article 25.

2.3 Access.

(a) During the Lease Term, and subject to the provisions of Section 2.1 and this Section 2.3(a), County shall grant the Verizon Access Parties rights of ingress and egress to and from the Leased Property in designated areas as approved by County in accordance with and subject to the provisions of this Agreement and the Easements and County shall not grant any rights in the Leased Property purporting to permit County or any other Person to: (i) conduct business, activities or other operations on the Leased Property in derogation of Verizon's sole and exclusive right to conduct Operations on the Leased Property; or (ii) do or perform any other act relating to, nor undertake any other use of, the Leased Property other than as may be required under this Agreement and Applicable Requirements. All Verizon Access Parties, without exception, shall be subject to the insurance requirements set forth in Article 3. During the Lease Term, Verizon, at its sole cost and expense, shall perform all activities and construction as permitted under this Agreement in a good, careful, proper and workmanlike manner, and in accordance with good engineering practices, and all applicable laws, rules and regulations. No vehicles of Verizon or its contractors, employees, agents or invitees shall exceed the legal speed limit on the Leased Property and Easements.

(b) During the Lease Term, Verizon shall grant the County, its officers, delegated representatives, consultants and agents' rights of entry onto the Leased Property at reasonable times and upon reasonable prior written notice to Verizon in order to inspect the Leased Property and the Communications Tower.

2.4 Security. Verizon, at its expense, shall be solely responsible for the security and protection of the Communications Tower once installed on the Leased Property. Verizon acknowledges that County shall not carry insurance on, and shall not be responsible for damage to, any property of Verizon or any Verizon Access Parties located in or about the Leased Property or areas covered by the Easements.

ARTICLE 3 INSURANCE

3.1 Waiver of Subrogation. County and Verizon each waive any right to recover against the other on account of all claims County or Verizon may have against the other with respect to insurance actually carried, or required to be carried hereunder, to the extent of the proceeds that are or would have been recoverable from such insurance coverage and all such policies shall be endorsed to recognize such waiver of claims and subrogation.

3.2 Verizon's Insurance. Commencing as specified below and continuing thereafter during the Lease Term, Verizon shall procure and maintain at its sole costs and expense, and provide evidence to County of, the following insurance:

(a) On the Effective Date, Commercial General Liability Insurance with limits of seven million dollars ($7,000,000) per occurrence for bodily injury and property damage, and nine million dollars ($9,000,000) general aggregate including premises operations, personal and advertising injury, products/completed operations, contractual liability and independent contractors', which policy will include the County as an additional insured as their interest may appear under this Agreement;

(b) Commencing on date Verizon commences installation of the Communications Tower, builders all risk (non-reporting form) coverage, which insurance shall include County as an additional insured; and

(c) As of the Commercial Operation Date, Property Insurance for the full replacement cost of the Communications Tower.

3.3 Certain Endorsements. The Commercial General Liability Insurance referenced in Section 3.2 shall be endorsed to include the County as an additional insured as their interest may appear under this Agreement and shall be primary and noncontributory with County's insurance, if any. Verizon shall deliver to County certificates of insurance evidencing the coverage required under Section 3.2 at the times stated in Section 3.2. All insurance required under Section 3.2 shall be issued by insurers licensed, authorized or permitted to do business in the state in which the Leased Property is located and which are rated A: VII or better by Best's Key Rating Guide. Upon receipt of notice from its insurer(s), Verizon shall provide County thirty (30) days prior notice of cancellation of any required coverage. County agrees that the name of any Leasehold Mortgagee, as hereinafter defined, may be added to the loss payable endorsement of any and all insurance policies required to be carried by Verizon hereunder.

3.4 Contractors and Subcontractors. Verizon shall require all contractors and subcontractors to obtain and maintain substantially the same insurance as required of Verizon with limits commensurate with the work or service to be provided.

ARTICLE 4 INTENTIONALLY DELETED

ARTICLE 5 VERIZON'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Verizon's Authority. Verizon hereby represents and warrants that Verizon has the full power and authority to enter into this Agreement and has obtained all required consents or approvals in connection therewith.

5.2 Use. Verizon covenants to use the Leased Property for the Operations including without limitation: (a) the construction, installation, use, operation, repair, maintenance, modification, decommissioning, removal and replacement of the Communications Tower; (b) all other Operations reasonably necessary or ancillary in connection with such uses; and (c) any and all other activities related to any of the foregoing, including, without limitation, any and all uses necessary or contemplated by any equipment, procurement and construction agreement relating to installation of the Communications Tower and all contracts or documents entered into in connection therewith.

ARTICLE 6 COUNTY'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 County's Authority. County represents and warrants that it has the full power and authority to enter into this Agreement and has obtained all required consents or approvals in connection therewith.

6.2 County Ownership of the Owner's Lot; No Liens. County represents and warrants to Verizon that the Owner's Lot is not encumbered by or the subject of any liens, mortgages, options, tax liens or other forms of encumbrance of any Person, [except as evidenced by any documents or materials filed or recorded in any public records or as would otherwise be revealed by a current, accurate survey or physical inspection of the Owner's Lot].

6.3 Condemnation. County represents and warrants to Verizon that: (a) there is no pending or, to County's knowledge, threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Owner's Lot; and (b) there are no agreements with any third parties entered into by County (including, but not limited to, any other leases, use or occupancy agreements, easements, licenses or other rights of possession or use, or any option for any of the foregoing) that could interfere with, conflict with, prohibit or restrict Verizon's ability, or the ability of any Verizon Access Parties, to enter upon and use the Leased Property as contemplated by this Agreement.

6.4 Legal Proceedings. County represents and warrants that, to County's knowledge, there are no pending or threatened actions or legal proceedings affecting the Owner's Lot.

6.5 [Intentionally omitted].

6.6 Other Representations and Warranties. County represents and warrants that County shall not make any improvements to the Owner's Lot during the Lease Term without the express, prior written consent of Verizon, which shall not be unreasonably withheld.

6.7 "AS IS" "WHERE IS" Condition. Except for County's representations and warranties expressly provided in this Agreement, Verizon acknowledges that it is leasing the Leased Property in its AS IS, WHERE IS condition, without any representation, warranty, or obligation of County, express or implied whatsoever concerning the condition of the Leased Property, title thereto, zoning, environmental status, or any other matter in any way related to the Leased Property or the proposed Communications Tower.

ARTICLE 7 LEASE AND EASEMENTS

7.1 Lease.

(a) Lease. Effective as of the Effective Date and upon the terms and subject to the conditions set forth herein, County does hereby demise and lease unto Verizon, and Verizon does hereby take and lease from County the Leased Property. Appurtenant to Verizon's rights to the Leased Property is the non-exclusive right, subject to the terms set forth herein, to use each of the Access Easement Area and Construction Easement Area for its specified purpose and within such defined easement areas in locations to be approved by County and in accordance with the respective Easement.

(b) **Exhibit A** attached to this Agreement, as of the Effective Date, includes the Parties' initial approximation of the Leased Property. Verizon shall be permitted to propose amendments to **Exhibit A** if (i) agreed to in writing by both Parties, or (ii) such amendments are proposed in connection with a request or order from a Governmental Authority, or otherwise required in conjunction with any Governmental Approval. Such proposed amendments to **Exhibit A** are subject to County's written approval not to be unreasonably withheld, conditioned or delayed. In the event County does not provide such approval, the Parties shall be obligated to negotiate in good faith in order to reach a mutually acceptable agreement on the form of such proposed amendment(s). Upon condition of the Communications Tower, Verizon shall provide to the County an as-built survey depicting the installation of the Communications Tower and related improvement.

7.2 Easements.

(a) Grant. [Effective as of the Effective Date, County hereby grants to Verizon the easements (the "Easements"), which pertain to the Access Easement Area and the Construction Easement Area described on [**Exhibit B** and **Exhibit C**],] respectively, attached hereto. In each case, such Easements, including the location of each easement area and curb cut to provide access to the Leased Property, shall be reasonably acceptable to County. The rights, interests and entitlements created in favor of Verizon pursuant to this Section 7.2 and or this Agreement are and shall at all times during the Lease Term be for the benefit of the Verizon Access Parties and their permitted successors and assigns, except for any access, ingress or egress rights, inclusive of curb cuts, which may be shared among Verizon, Verizon Access Parties, County, and its successor, assigns, agents and representatives. Verizon shall be solely responsible for all cost and expense in obtaining, constructing, and maintaining the Easements, and any other entitlements, inclusive of any curb cuts to provide access to the Leased Property.

(b) No Interference. Notwithstanding that the Easements may be non-exclusive, County warrants, covenants and agrees that it will not grant any easements, licenses, rights or other interests of any kind to Persons other than Verizon within areas encumbered by the Easements (the Access Easement Area and the Construction Easement Area) that could materially interfere in any way with the rights granted to Verizon hereunder and under the Easements. County shall not tamper with or disturb any Improvements of Verizon located in the Access Easement Area, the Construction Easement Area or use such areas in a manner that interferes with Verizon's Operations. Any easements, licenses, rights or other interests of any kind granted by County subsequent to the Effective Date that encroach upon the Easements granted hereunder shall be subordinate thereto and subject to Verizon's reasonable design, construction, operation and maintenance standards so as not to damage the equipment, facilities and systems located or constructed therein or thereon or interfere with Verizon's Operations.

(c) Termination of Easements. All easements granted hereunder to Verizon, including the Easements, shall terminate automatically upon expiration or earlier termination of the Lease Term. Verizon shall, at its sole cost and expense, within twenty (20) days after the expiration or termination of this Agreement, deliver easement termination agreements to County and record the same.

ARTICLE 8 LEASE TERM; EXPIRATION AND TERMINATION

8.1 Lease Term. The Initial Lease Term shall commence on the Commencement Date and shall be for an initial term (without giving effect to any Renewal Term) that expires ten (10) years from the Commercial Operation Date. The Initial Lease Term shall automatically renew for three successive five (5) year periods (each, a "Renewal Term"), unless Verizon provides written notice to County of non-renewal at least ninety (90) days prior to the expiration of the applicable Lease Term. Each Renewal Term shall be subject to the same terms and conditions as the terms and conditions set forth in this Agreement; provided, however, that there is no outstanding Event of Default by Verizon at the commencement of any Renewal Term. The Initial Lease Term and the First Renewal Term, Second Renewal Term and the Third Renewal Term, if applicable, collectively being the "Lease Term" or "Term" of this Agreement.

8.2 Expiration and Termination. The Lease Term shall end at 11:59 p.m., local time on the last day of the Lease Term, or earlier termination thereof as provided herein.

8.3 Early Termination.

(a) Termination by Either Party. Either Party may, at its option, terminate this Agreement upon thirty (30) days prior written notice to the other Party if the Commercial Operation Date has not occurred within 24 months following the Effective Date (the "Outside COD"). In the event such termination right is exercised. Verizon, at its sole cost and expense, shall promptly restore the Leased Property to substantially the same condition as existed prior to the Effective Date and complete its Removal Obligations, which such obligations shall expressly survive termination of this Agreement. County shall have, however, no right to terminate this Agreement if Verizon is diligently pursuing all required Governmental Approvals and has an application pending before any Governmental Authority, or has commenced litigation challenging denial of any Governmental Approval and no final non-appealable order has been entered.

(b) No Termination Damages. If either Party elects to terminate this Agreement pursuant to Section 8.3(a), neither Party shall incur any liability in connection with such termination and neither Party shall be obligated to pay damages to the other Party, and upon the effective date of such termination, the Parties shall have no further rights or obligations hereunder other than those that are expressly stated to survive the expiration or termination of this Agreement.

(c) Automatic Termination. This Agreement shall terminate automatically on the date set forth in the termination notice delivered pursuant to Section 8.3(a) (or if no termination date is specified in such notice, thirty (30) days following receipt of such notice by the non-delivering Party), and the Parties shall have no further rights or obligations hereunder, other than those that are expressly stated to survive the expiration or termination of this Agreement.

(d) Termination by Verizon.

(i) Following the 5th anniversary of the Commencement Date, Verizon shall have the right, at any time during the Term, to terminate this Agreement upon sixty (60) days prior written notice to County, if (i) Verizon determines, in its sole discretion, that the continued use, maintenance or operation of the Communications Tower, in accordance with this Agreement, is no longer financially or commercially viable, and (ii) on the date of Verizon's termination notice, Verizon is not in material breach or default of its obligations under this Agreement.

(ii) Verizon shall have the right, at any time during the Term, to terminate this Agreement upon fourteen (14) days prior written notice to County, if the use of the Leased Property becomes obsolete or unnecessary as a result of the termination or withdrawal of any Governmental Approval, which is required in connection with the use, maintenance or operation of the Communications Tower.

8.4 Commercial Operation Date Notice. Verizon shall provide written notice to County that the Communications Tower has been commissioned and is ready to commence commercial operation in accordance with the Commercial Operation Date no later than ten (10) business days following such date (the "Commercial Operation Date Notice").

ARTICLE 9 RENT

9.1 INTENTIONALLY OMITTED.

ARTICLE 10 APPROVALS AND CONSTRUCTION

10.1 Approvals. Verizon, at its sole cost and expense, must obtain final approval of a site plan (or such other plan as required by the Governmental Authority) (the "Site Plan") approving the development and construction of the Communications Tower on the Owner's Lot, inclusive of any curb cuts requiring access to the Owner's Lot. Prior to submitting any Site Plan with any applicable Governmental Authority, Verizon shall provide for County's prior written approval of the Site Plan, which approval shall not be unreasonably withheld, conditioned, or delayed.

10.2 Construction. Commencing on the date Verizon receives all necessary Governmental Approvals to construct the Communication Tower pursuant to the Site Plan, Verizon shall diligently construct the Communications Tower (or cause the Communications Tower to be constructed) consistent with industry standards and in accordance with Applicable Requirements, which shall be completed no later than the Outside COD, unless otherwise agreed to in writing by County. County agrees to cooperate with Verizon in Verizon's applications for Governmental Approvals necessary to permit the construction, installation, use, operation, repair, maintenance, modification, decommissioning, removal and replacement of the Communications Tower. County shall receive no additional compensation for such cooperation, but Verizon shall pay all fees and costs associated with those applications.

10.3 Liens. If any Person hired or retained by or under contract with Verizon or its contractors, or if any judgment creditor, mortgagee, governmental authority or any other Person making a claim against Verizon shall file or perfect a lien against County's fee interest in the Leased Property or any portion thereof, Verizon shall, within forty-five (45) days after receiving notice of the filing thereof, discharge such lien by bond or otherwise. If any Person hired or retained by or under contract with County or its contractors or if any judgment creditor, mortgagee, governmental authority or any other Person making a claim against County shall file or perfect a lien against all or any portion of the Leased Property that would impact the Operations, the Communications Tower or the Easements. County shall within forty-five (45) days after receiving notice of the filing thereof, discharge such lien by bond or otherwise.

ARTICLE 11 MAINTENANCE AND REPAIR

During the Lease Term, Verizon shall, at its sole cost, maintain and repair the Leased Property, the Communications Tower, and the Easements, consistent with industry standards and, in all material respects, in accordance with Applicable Requirements. Verizon shall be solely responsible for maintaining and keeping the foregoing in good order and condition. Notwithstanding the foregoing, Verizon may seek reimbursement of all maintenance costs from any of the collocating or subleasing third party wireless providers.

ARTICLE 12 TITLE TO THE COMMUNICATIONS TOWER

County (including any mortgagee of County) shall have no rights in or to the Communications Tower, or any appurtenances thereto, and the Communications Tower and all appurtenances thereto shall be solely the personal property of Verizon. At no time shall the Communications Tower and all appurtenances thereto or any portion thereof be a fixture or be deemed a permanent improvement or any other character of property that would attach to the Leased Property or give County or any mortgagee of County any rights thereto.

ARTICLE 13 NO INTERFERENCE

13.1 County Agreements. As of the Effective Date County shall not enter into any agreements, leases (including any renewals thereof), easements, or any other arrangements for rights to or for the Leased Property that could adversely affect the Operations, Leased Property, the Easements or the ownership or operation of the Communications Tower, without the express prior written consent of Verizon. County's activities and any grant of rights by County to any third party shall not, now or in the future, interfere with any rights granted to Verizon under this Agreement.

13.2 County Actions. Except in the event of an emergency, any trenching, digging or any other activity by County that could damage or interfere with any portion of the Communications Tower that is located or installed underground (including cables, wires and conduit) shall be subject to the prior written consent of Verizon, which consent shall not be unreasonably conditioned, withheld or delayed. If approved, (a) County shall give Verizon at least thirty (30) days prior written notice of the time and location of such activity and permit a representative of Verizon to be present (although Verizon shall not be obligated to have a representative present) during such activity, and (b) Verizon shall provide County with access to and, upon request, copies of all site diagrams in Verizon's possession, as well as descriptions of all known underground utilities and structures installed by Verizon on the Leased Property during the Lease Term and their locations.

13.3 Quiet Enjoyment. During the Term, County agrees that Verizon shall quietly and peaceably hold, possess and enjoy the Leased Property pursuant to the terms of this Agreement and for the Lease Term, without any hindrance or molestation caused by any party claiming by, through or under County. County shall defend title to the Leased Property, and the use and occupancy of the same, against the claims of all others, except those claiming by or through Verizon. County shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Leased Property, or the rights and/or obligations of Verizon hereunder, without first obtaining the prior written consent of Verizon.

ARTICLE 14 FORCE MAJEURE

If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use all reasonable efforts to avoid, mitigate or remove such causes of nonperformance and shall resume or continue performance promptly upon the removal or mitigation of such causes. If, at any time during the Term of this Agreement, an event of Force Majeure (i) substantially precludes operation of the Communications Tower, (economically or otherwise), and (ii) notwithstanding the affected Party's efforts to avoid, mitigate or remove, lasts for a period of six (6) months or longer, then Verizon may terminate this Agreement without incurring any liability to County with respect to such termination by giving written notice to County indicating the effective date of such termination, provided, however, that in the event of termination Verizon shall remain obligated to perform the Removal Obligations.

ARTICLE 15 TAXES

15.1 County shall invoice and Verizon shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on Verizon and required to be collected by the County based on any service, rental space, or equipment provided by the County to Verizon. Verizon shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Governmental Authority that are imposed on Verizon and required to be paid by Verizon that are directly attributable to Verizon's equipment or Verizon's use and occupancy of the Leased Property. Payment shall be made by Verizon within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. County shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to County's property (Owner's Lot) or any portion thereof imposed by any Governmental Authority.

15.2 Verizon 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 Verizon is wholly or partly responsible for payment. County shall reasonably cooperate with Verizon at Verizon'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 Verizon, there is a reduction, credit or repayment received by the County for any taxes previously paid by Verizon, County agrees to promptly reimburse to Verizon the amount of said reduction, credit or repayment. In the event that Verizon does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, County will pursue such dispute at Verizon's sole cost and expense upon written request of Verizon.

15.3 Failure to Pay Taxes. Verizon's failure to pay the Taxes for which it is obligated pursuant to Section 15.1 prior to delinquency shall constitute a default hereunder. In the event of such a default or failure, the County shall have the right, but not the obligation, to cure such default by payment of those Taxes which are due. If the County elects to cure such default, the County shall provide written notice of the amount due to the County by the Verizon and such amount shall immediately become due and payable to the County by the Verizon, together with any interest plus penalties on such Taxes, plus interest on money advanced by the County in satisfaction thereof at the Default Rate from the date payment was made by the County through the date the County is reimbursed by the Verizon for such payment. County's failure to pay the Taxes for which it is obligated pursuant to Section 15.1 prior to delinquency shall constitute a default hereunder. In the event of such a default or failure, the Verizon shall have the right, but not the obligation, to cure such default by payment of those Taxes which are due. If the Verizon elects to cure such default, the Verizon shall provide written notice of the amount due to the Verizon by the County and such amount shall immediately become due and payable to the Verizon by the County, together with any interest plus penalties on such Taxes, plus interest on money advanced by the Verizon in satisfaction thereof at the Default Rate from the date payment was made by the Verizon through the date the Verizon is reimbursed by the County for such payment.

15.4 Right to Contest Taxes. The Verizon may contest the legal validity or amount of any Taxes, assessments, or other charges for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that such contest shall be prosecuted to a final conclusion as speedily as possible, and Verizon shall bear all costs and expenses in pursuing such contest or proceeding.

ARTICLE 16 ENVIRONMENTAL MATTERS

16.1 Compliance. Verizon's use of the Leased Property shall materially comply with all Environmental Laws applicable to the Leased Property, including compliance with any reporting obligations under Environmental Laws, and such use shall not endanger the health or safety of any Persons. To the extent that it is unrelated to Verizon's use of the Leased Property, County shall comply with all Environmental Laws applicable to the Leased Property, including compliance with any reporting obligations under Environmental Laws.

16.2 Notices. County and Verizon shall promptly deliver to one another copies of all written notices or correspondence or requests from, or required to be submitted to, any Governmental Authority or other third party relating to non-compliance with any Environmental Laws with respect to the Leased Property or the Release, disposal, use, storage, generation, treatment, transportation or handling of Hazardous Materials on, in, under or about the Leased Property, including copies of any notices of violation.

16.3 Covenants. Each of County and Verizon agrees that it will: (a) not: (i) permit Hazardous Substances to be present on or about the Leased Property in violation of any Applicable Requirements, including Environmental Laws, or (ii) Release any Hazardous Substances on, in, at, under, or from, the Leased Property, other that in accordance with any Applicable Requirements; and (b) comply in all material respects with Environmental Laws relating to the Leased Property and the use of Hazardous Substances on or about the Leased Property or in connection with the Communications Tower and not engage in or permit its employees, agents or contractors to engage in any activity at the Leased Property in violation of any Environmental Laws or that results in a Release of Hazardous Substances as set forth in this Section 16.3.

16.4 Releases; Discharges. If County or Verizon or any of their respective employees, agents or contractors Releases, discharges or disposes of Hazardous Substances on, in, at, from or about the Leased Property or any portion thereof to the environment in a manner that violates any Environmental Law, or results in a requirement to report, contain, remove or otherwise respond to such Release, discharge or disposal, the violating party agrees to report such occurrence to the appropriate Governmental Authorities to the extent required by Applicable Requirements, and to investigate, clean up, remove or remediate such Hazardous Substances at such violating Party's cost in full compliance with: (a) the requirements of all Environmental Laws; (b) any additional requirements of County that are reasonably necessary to protect the value of the Leased Property (such value shall be based on the official zoning and land use of the Leased Property immediately prior to the Effective Date); and (c) any additional requirements of Verizon that are reasonably necessary to protect Verizon's use of the Leased Property to construct, install, own, operate and maintain the Communications Tower. As long as the violating Party is diligently proceeding with the actions specified in the previous sentence and such violation does not have a material adverse effect on the operations of the other Party, it shall be deemed to have cured any breach of the covenants set forth in this Article 16.

16.5 Surrender. Verizon shall surrender the Leased Property to County upon the expiration or earlier termination of this Agreement: (a) free of debris and waste except for any such materials existing on the Leased Property as of the Effective Date or thereafter placed on, about or near the Leased Property by County, or its employees, agents or contractors, and (b) in a condition which complies with all Environmental Laws and all obligations on Verizon's part.

16.6 Environmental Matters. County represents and warrants that the Leased Property has not been used by County for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment or disposal of any Hazardous Substances. County has not received any notice from any governmental body claiming any violation of any Environmental Law, and neither County, its agents or employees, nor, any occupant or prior County of the Leased Property, has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order under applicable statute, governmental regulation and/or rule.

16.7 Survival. The provisions of this Article 16 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 17 INDEMNIFICATION

17.1 Verizon. Verizon shall indemnify, defend and hold harmless County, its members, officers, directors, agents, trustees, beneficiaries, representatives, legal counsel and employees (collectively and individually, the "County Indemnified Party"), from and against any and all liabilities, claims, demands, actions, causes of action, counterclaims, suits, injunctive proceedings, administrative actions, investigations, judgments, losses, damages, expenses and other obligations (collectively, "Liabilities") including court costs, experts' fees and all attorneys' fees arising out of, relating to or incurred in connection with any third party claim against the County Indemnified Party based upon or arising out of: (a) the breach or default by Verizon of any covenant, representation or warranty made by Verizon in this Agreement; (b) any injury or damage to life, limb or person, or the property or chattel of such third party; (c) the presence or Release of Hazardous Substances in, under, on or about the Leased Property or any part thereof, which are brought or permitted to be brought onto the Leased Property or any part thereof by Verizon, its employees, agents, contractors or representatives; or (d) the violation of or creation of any Liabilities under any Environmental Laws by Verizon, its employees, agents, contractors or representatives; provided that any indemnity obligation set forth in this Section 17.1 shall not apply to any Liabilities caused by a negligent act or omission of any County Indemnified Party. Verizon's obligation under this Section 17.1 shall survive the termination of this Agreement.

17.2 No Punitive Damages. Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any punitive damages, consequential damages or "lost profits" under or arising out of its performance or non-performance of this Agreement, whether the claims for such damages are actionable under this Agreement, in tort or otherwise (including strict liability), whether at law or in equity, and expressly including claims of any third parties for which a Party has an indemnification obligation hereunder.

ARTICLE 18 PERMITTING AND ZONING

After the Effective Date, County agrees to cooperate, at Verizon's sole cost and expense, with Verizon in obtaining any Permits necessary for the construction, installation, operation and maintenance of the Communications Tower and all appurtenances thereto and for Verizon to perform its obligations under this Agreement including obtaining, amending, assigning or transferring to Verizon any Governmental Approvals held by County applicable to the Communications Tower and all appurtenances thereto. If it is reasonably anticipated at the time of obtaining any Governmental Approval that such Governmental Approval will remain in effect following the expiration of the Lease Term, Verizon shall obtain written approval from County prior to obtaining such Governmental Approval. County shall have no liability to Verizon if Verizon is unable to obtain any Governmental Approval. Notwithstanding the foregoing, subject to the provisions of Section 26 (ARPA Requirements), the County shall reimburse Verizon for expenses incurred in connection with the development and construction of the Communications Tower up to $500,000.

ARTICLE 19 UTILITIES

In the event that County transfers the Leased Property or any portion thereof (voluntarily or otherwise) during the Term, upon request of Verizon, County shall grant to Verizon (at Verizon's sole cost and expense) such easements, on terms and conditions satisfactory to Verizon, as shall be reasonably necessary to ensure that utility services continue to be provided to the Leased Property and the Communications Tower for the full duration of the Lease Term. County shall grant Verizon the additional easements if County approves their use and location, which approval shall not be unreasonably withheld, delayed or conditioned.

ARTICLE 20 ASSIGNMENTS & SUBLEASES

20.1 Right to Mortgage, Assign and Sublease.

(a) This Agreement may be sold, assigned, or transferred by Verizon to (i) any Verizon Affiliate, and (ii) any entity that acquires all or substantially all of Verizon's assets in the market defined by the FCC in which the Leased Property is located by virtue of a merger, acquisition or other business reorganization, in each case without the approval or consent of County. In all other cases, this Agreement may not be sold, assigned or transferred by Verizon without the written consent of County, which consent will not be unreasonably withheld, delayed or conditioned.

(b) In addition to the foregoing rights of assignment, Verizon (without County's prior written consent or approval, but with prior notice to County) may (i) assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Agreement, in any Sublease and/or in any of the Communications Tower to Verizon's Affiliate, or a financing entity or Lender designated by Verizon, as security for the repayment of any indebtedness and/or the performance of any obligation or for any other purpose; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Agreement and in any monies due under this Agreement in connection with obtaining financing for the Communications Tower and all appurtenances thereto or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Leased Property, the Easements, or the Communications Tower (holders of these various security interests are referred to as "Leasehold Mortgagees"). Any Leasehold Mortgagee that has succeeded to Verizon's interests under this Agreement shall also have the right, without County's prior written consent or approval (but with prior written notice to County) to assign or sublet the whole or any portion or portions of its interest in the this Agreement, the Leased Property, the Communications Tower and all appurtenances thereto and the Easements for the uses permitted under this Agreement, or grant co-leases, separate leases, easements, licenses or similar rights (however denominated) to one (1) or more Creditworthy persons or entities (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Verizon" shall be deemed to include each "Assignee" then holding Verizon's interest in this Agreement. However, no Leasehold Mortgagee or Assignee shall by virtue of Verizon's conveyance to it acquire any greater interest in the Leased Property or the Easements than Verizon then has under this Agreement.

20.2 [Intentionally omitted].

20.3 Assignment by County. County may not sell, transfer, sell, encumber, assign, pledge or cause to be assumed (together, "Assign"; and any such action, an "Assignment") this Agreement, in whole or in part, to any Person unless such Person shall execute a written agreement in form and substance reasonably acceptable to Verizon under which such Person unconditionally agrees to assume and undertake all duties and responsibilities of "County" hereunder, whether arising prior to the effective date of such Assignment. County shall be permitted to Assign its rights under this Agreement to, or to otherwise mortgage and encumber the Leased Property for the benefit of, lenders or other investors providing financing of the Leased Property in County's sole and absolute discretion, subject, however, to the provisions of this Agreement, including, without limitation, the provisions of Section 20.5.

20.4 Effect of Assignment. If the rights and interests of Verizon in this Agreement shall be assigned in accordance with Section 20.1(a) (except for assignments referenced in Section 20.1(b)(i) or (ii)) and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to County arising or accruing hereunder from and after the date of such assumption, Verizon shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and County shall continue this Agreement with the assuming party as if such person had been named as Verizon under this Agreement, provided, however, that the assuming party is Creditworthy.

20.5 Sublease. Verizon may sublease the Leased Property, inclusive of tower space on the Communications Tower, in its discretion, upon notice to County. Verizon shall not be entitled to any rental consideration in conjunction with any such sublease. While Verizon shall not be entitled to any sublease rent, it shall be entitled to recover from any sublessee a pro rata share of the unreimbursed tower costs. The unreimbursed tower costs shall be the total tower construction costs, inclusive of any common improvements for the benefit of potential sublessees ("Tower Construction Costs"), less the amount of the Award to Verizon under Article 26. By way of illustration, if the total tower construction costs are $900,000.00 and the Award under Article 26 is $500,000.00, the unreimbursed tower costs shall be $400,000.00. In addition, the sublessee shall be responsible, on a pro rata basis, for any common maintenance or repair costs associated with the Tower Construction Costs. The payment of unreimbursed Tower Construction Costs shall be a precondition of said sublessee being granted the right to utilize the Communications Tower pursuant to a sublease agreement with Verizon.

ARTICLE 21 MORTGAGEE PROTECTION

21.1 INTENTIONALLY DELETED.

ARTICLE 22 CONDEMNATION AND CASUALTY

22.1 Condemnation. If, at any time during the Lease Term, any authority having the power of eminent domain shall condemn a portion of the Leased Property, the Easements or the Communications Tower for any public use or otherwise, such that the operation of the Communications Tower becomes, in the reasonable discretion of Verizon, impractical, then Verizon may terminate this Agreement without incurring any liability to County with respect to such termination by giving written notice to County indicating the effective date of such termination except that Verizon will have responsibility to remove the Communications Tower from the Leased Property.

22.2 Apportionment, Distribution of Award. Subject to Section 21.9, all sums awarded, including damages and interest, shall be divided as follows and in the order of priority listed:

(a) First, County shall be entitled to receive payment for the taking of the real property constituting the Leased Property (including any "bonus value" in this Agreement).

(b) Second, Verizon shall be entitled to receive payment for any cost or loss that Verizon may sustain in the taking, removal and/or relocation of the Communications Tower, or the Easements, if any.

(c) Fifth, all remaining amounts of the award shall be paid to County.

22.3 Verizon Repair and Restoration. If, at any time during the Term, the Communications Tower shall be substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Verizon shall at its sole cost and expense either (a) repair or replace the Improvements, or (b) elect to terminate this Agreement by providing sixty (60) days prior written notice to County in which case Verizon shall decommission and remove the Communications Tower and promptly restore the Leased Property to substantially the same condition as existed prior to the Effective Date. Such removal, repair or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Article as the "Work."

22.4 Conditions of the Work. Except as otherwise provided in this Article 22, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by all of the provisions of this Agreement.

22.5 Payment of Insurance Proceeds. All insurance money paid to Verizon on account of such damage or destruction under the policies of insurance provided for in Article 3, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof shall be applied by Verizon to the payment of the cost of the Work to the extent such insurance proceeds shall be sufficient for the purpose. If the insurance proceeds received by Verizon shall not be sufficient to pay the entire cost of the Work or if Verizon finds that the Work is otherwise not economically justified, Verizon may elect not to repair and replace the Communications Tower, and to terminate this Agreement upon written notice to the County.

22.6 Failure to Commence Repairs. If the Work shall not have been commenced within one hundred eighty (180) days of the date of the casualty or other occurrence, or such longer period as may be reasonably required to adjust the insurance, achieve final plans and obtain all necessary Permits, or if such Work after commencement shall not proceed with due diligence (any Force Majeure event excepted), County may terminate this Agreement upon written notice to Verizon. On such termination, the insurance proceeds received by Verizon shall be used to the extent necessary to demolish and remove the Communications Tower and any other structures on the Leased Property and to restore the Leased Property. Upon the completion of such activities, Verizon shall have no further obligation to pay County any other amount under this Agreement (other than payments due as of the effective date of termination and payments required by any provisions of this Agreement that expressly survive termination).

22.7 Verizon Right to Terminate in Event of Shutdown. In the event a Governmental Authority decrees, orders or demands that operation of the Communications Tower cease or that the Communications Tower must be removed from the Leased Property, Verizon shall have the right to terminate this Agreement without penalty to either Party upon delivery to County of thirty (30) days prior written notice.

ARTICLE 23 DEFAULT AND TERMINATION

23.1 Default by Verizon. The occurrence of any of the following shall constitute an event of default ("Event of Default") on the part of Verizon:

(a) A default in the payment by Verizon of any sum under this Agreement due and owing to the County shall have occurred and remains uncured for thirty (30) days after written notice to Verizon;

(b) A default by Verizon under this Agreement, other than a default in the payment of any sum due and owing to the County, as provided in Section 23.1(a) above, shall have occurred and remains uncured for thirty (30) days after County provides Verizon with written notice of such default; provided, however, that if such default is not reasonably capable of being cured within such thirty (30) day period, Verizon shall have such longer period as is reasonably necessary to remedy such default so long as Verizon continuously and diligently pursues such remedy at all times until such default is cured;

(c) Abandonment of the Leased Property after the Commercial Operation Date, where such abandonment continues for a period of thirty (30) days after written notice thereof by County to Verizon; or

(d) If Verizon shall (a) become insolvent or generally unable to pay its debts as they become due; (b) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for it or any of its property, or make a general assignment for the benefit of its creditors; (c) in the absence of any such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for it or a substantial portion of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days; (d) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency Applicable Requirements, or any dissolution, winding up or liquidation proceeding, in respect of it, and, if any such case or proceeding shall be consented to or acquiesced in by it or shall result in the entry of an order for relief or shall remain for sixty (60) days without such being dismissed; or (e) take any formal action authorizing or in furtherance of any of the foregoing.

23.2 Remedies of County. Upon the occurrence of an Event of Default, County shall have all of the rights of a County at law or in equity, including the following:

(a) After expiration of the applicable cure periods specified therein and herein, County shall have the right to terminate this Agreement, and at any time thereafter recover possession of the Leased Property or any part thereof through legal action and expel and remove therefrom Verizon and any other person occupying the same, by any lawful means, and again repossess and enjoy the Leased Property without prejudice to any of the remedies that County may have under this Agreement, or at law or equity by reason of Verizon's default or of such termination.

(b) Pursue any remedies available to it at law or in equity including damages, specific performance, injunction, or other equitable relief.

All of the remedies permitted or available to County under this Agreement, or at law or in equity, shall be cumulative and not alternative and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

23.3 Default by County. The occurrence of any of the following shall constitute an event of default ("County Default") on the part of County:

(a) A default in the payment by County of amounts owed by County to Verizon, if any, under this Agreement shall have occurred and remains uncured for thirty (30) days after written notice by Verizon to County; or

(b) A default by County under this Agreement, other than a default in the payment of amounts owed by County to Verizon as provided in Section 23.3(a) above, shall have occurred and remains uncured for thirty (30) days after Verizon provides County with written notice of such default; provided, however, that if such default is not reasonably capable of being cured within such thirty (30) day period, County shall have such longer period as is reasonably necessary to remedy such default so long as County continuously and diligently pursues such remedy at all times until such default is cured.

23.4 Remedies of Verizon. Upon the occurrence of a County Default, which remains uncured after the applicable cure period has expired, Verizon shall have the following remedies:

(a) Terminate this Agreement by providing to County sixty (60) days written notice and, in connection therewith remove all of the tangible property comprising the Communications Tower from the Leased Property at Verizon's expense.

(b) Pursue any remedies available to it at law or in equity including damages, specific performance, injunction, or other equitable relief.

All of the remedies permitted or available to Verizon under this Agreement, or at law or in equity, shall be cumulative and not alternative and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BOTH PARTIES HEREBY WAIVE THEIR RIGHT TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 24 DECOMMISSIONING

24.1 Removal Obligations. Upon the termination or expiration of this Agreement and as soon as reasonably practicable thereafter, but no later than three (3) months thereafter, Verizon is required to remove the Communications Tower and other Improvements owned by Verizon from the Leased Property and appurtenant areas, and return the Leased Property and appurtenant areas to their original condition existing on the Effective Date, with the exception that (i) roadway grading may remain in place provided that the roadway surfacing (if any) is removed and the remaining sub-grade is de-compacted and re-vegetated, (ii) buried conduit (and other below ground components) more than two (2) feet below grade may be left in place, and (iii) any other below ground components of the Improvements may be left in place at the unilateral election of County.

24.2 Decommissioning Bond. In the event the applicable Governmental Authority requires as a condition of its site plan or other zoning approval of the Communications Tower that Verizon deposit with the such Governmental Authority a decommissioning bond, surety, escrow or similar removal fund, then Verizon shall request that such Governmental Authority permit County to be named as an additional insured as it interests may appear under such bond, surety, escrow or fund. County acknowledges that such Governmental Authority may require County to enter into an agreement with such Governmental Authority in regards to the respective priority of enforcement and rights arising under such bond, surety, escrow or fund. In the event the applicable Governmental Authority does not require that Verizon deposit with the such Governmental Authority a decommissioning bond, surety, escrow or similar removal fund, then within thirty (30) days after construction of the Communications Tower, Verizon will retain an independent and registered professional engineer with prior experience estimating decommissioning costs of communications towers, to calculate the decommissioning costs for the Communications Tower and any other improvements installed by Verizon. This calculation will include the total cost estimate for implementing the decommissioning plan, accounting for any unanticipated contingencies and estimates of salvage value of the Communications Tower components (as updated, "Reclamation Estimate"). Verizon shall thereafter deliver to County a decommission bond, surety, escrow, or similar removal fund issued by a credit worthy bonding company or financial institution, as applicable, for the amount of the Reclamation Estimate. Any payment bond or letter of credit required to be issued to County shall be released and returned to Verizon upon County's reasonable satisfaction that removal and restoration obligations under this Agreement have been fulfilled. The bond or letter of credit provided by Verizon shall be updated as needed to take into consideration the then-current Reclamation Estimate.

ARTICLE 25 COMPLIANCE WITH LAW AND ALTERATIONS

25.1 Compliance with Laws. Verizon, at Verizon's expense, shall comply with all Applicable Requirements, Governmental Approvals and Permits issued to Verizon and related to the Communications Tower or their operation.

25.2 Alterations. Verizon shall have the right from time to time both before and after the completion of the Improvements and at Verizon's sole cost and expense to make additions, alterations and changes, structural or otherwise in or to the Leased Property as is reasonably required to conduct the Operations in compliance with the provisions of this Agreement, subject, however, in all cases to the following:

(a) Except as set forth herein, no alteration shall be made which would tend to materially change, reduce or impair the general design, purpose, use, character, output or structure of the Communications Tower, subject to applicable laws and safety standards (any such alteration, a "Substantial Alteration").

(b) No Substantial Alteration shall be commenced except after prior written notice to and consent from County, which consent shall not be unreasonably conditioned, withheld or delayed by County.

(c) Any Substantial Alteration shall be conducted under the supervision of a contractor, architect or engineer selected by Verizon and approved in writing by County, which approval shall not be unreasonably conditioned, withheld or delayed, and no such Substantial Alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such contractor, architect or engineer and approved in writing by County, which approval shall not be unreasonably conditioned, withheld or delayed.

(d) Any alteration or Substantial Alteration shall be made with reasonable dispatch (Force Majeure events excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and buildings and zoning laws, and with all other Applicable Requirements.

(e) At or prior to completion of any Substantial Alteration, Verizon will provide County with complete copies of all final plans and specifications therefor not previously provided.

ARTICLE 26 ARPA REQUIREMENTS

26.1 Award Data.

Contractor Name	Cellco Partnership
Contractor Unique Entity Identifier:	CK77N4SCAJD3
Federal Award Identification Number (FAIN):	SLFRP4273
Period of Performance Start Date:	Effective Date
Period of Performance End Date:	December 31, 2026
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds ("SLFRF")
Award Amount	$500,000.00 (the "Award")

26.2 Scope of Award. The Award may be applied to costs incurred for the development and construction of the Communications Tower, which is defined to include activities occurring from October 11, 2023 (i.e., the date of the award to Verizon for construction and operation of a tower as set forth in this Agreement) to the Commercial Operation Date ("Tower Construction Activity").

26.3 SLFRF Requirements. The Parties understand and acknowledge that use of the Award for the Tower Construction Activity is enabled through the SLFRF Program established under the American Rescue Plan Act of 2023 (Pub. L. No. 117-2), as amended (the "SLFRF Program"). County and Verizon may be subject to various requirements under the SLFRF Program. Without limiting the generality of the foregoing, the SLFRF Program includes Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022), 2022 final rule (87 FR 4338, applicable January 27, 2022 through the end of the SLFRF Program award term), 2023 interim final rule (88 FR 64986, applicable September 20, 2023 through the end of the SLFRF Program award term), and obligation interim final rule (88 FR 80584, applicable November 20, 2023 through the end of the SLFRF Program award term) and other subsequent regulations enacted prior to the Effective Date implementing Section 603 of the Social Security Act (42 U.S.C. 803), as well as applicable guidance documents issued from time-to-time by the US Department of Treasury prior to the Effective Date, including the applicable versions of each of the "Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds" and the "Coronavirus State and Local Fiscal

Recovery Funds Final Rule: Frequently Asked Questions" (the "FAQs," the most-recent compilation of which as of the Effective Date was released on March 29, 2024 ("March 2024 SLFRF FAQ")).

County represents and warrants that the Award and costs incurred for the Tower Construction Activity are eligible to be categorized under Expenditure Award Category 6, "Revenue Replacement," of the SLFRF Program. The Parties understand and agree that Treasury has determined that; there are no subawards under this eligible use category; the definition of subrecipient in the Uniform Guidance provides that a subaward is provided for the purpose of "carrying out" a portion of a federal award, and; County's use of revenue loss funds does not give rise to a subrecipient relationship with Verizon under this Agreement given that there is no federal program or purpose to carry out in the case of the revenue loss portion of the Award.

Verizon understands and acknowledges that County's administration and disbursement of the Award is subject to Subparts A, B, C, and F of the Uniform Guidance and only a subset of the requirements in Subparts D and E of the Uniform Guidance, as set forth in and modified by the response to FAQ 13.15 from the March 2024 SLFRF FAQ ("Uniform Guidance Requirements"), which, for convenience, has been provided to Verizon. Verizon shall provide all commercially reasonable assistance to the County to enable the County to meet its obligations under the SLFRF Program including without limitation the Uniform Guidance Requirements.

Pursuant to 2 C.F.R. § 200.331, County has assessed the substance and nature of the work being obtained herein for the Tower Construction Activity, and made the determination that Verizon is properly designated as a contractor under this Agreement for purposes of the Tower Construction Activity and for all purposes with respect to the SLFRF Program and Uniform Guidance Requirements. County represents that it has received all federal, state, or other approvals necessary, if any, in connection with this designation.

The estimated cost of the Tower Construction Activity as determined by Verizon is $922,029.00 ("Estimated Tower Cost"). This Agreement shall be deemed to be a fixed-price contract with respect to the funding of the Tower Construction Activity using the Award.

For clarity, the Parties agree that Verizon shall:

- not be required to provide any matching funds, provided that Verizon shall be responsible for all costs of Tower Construction Activity in excess of the Award;
- receive disbursements of Award funds periodically as set forth in this Agreement;
- not be subject to 2 CFR 200.307 (Program Income); not be required to comply with the cost principles and procurement practices of the Uniform Guidance; not be subject to property standards including without limitation 2 CFR 200.311, .313, .314, .315, and .316; not be subject to 2 CFR 200.321, .322; and not be subject to Subpart F;
- take and hold all rights, title, and interest to all property, plant and equipment purchased with Award funds, subject to the terms of this Agreement;
- apply its standard commercial design principles as set forth in its commercial design and engineering policies and procedures used for its commercial networks in the ordinary course of business;
- not be deemed to have purchased third-party products for the government by virtue of any of its activities under this Agreement;

- be entitled to use its existing books, records, financial systems and procedures, and accounting practices in accordance with generally accepted accounting principles (GAAP); and
- be permitted to use its existing suppliers and vendors of goods and services and existing supply chain arrangements, irrespective of the procurement standards of the Uniform Guidance Requirements.

26.4 Performance Monitoring. Verizon is responsible for and shall monitor its performance of the Tower Construction Activity under this Agreement. Verizon shall monitor the performance of its subcontractors, consultants, and agents engaged for Tower Construction Activity who are paid from Award funds or acting in furtherance of the Tower Construction Activity. In addition to reviews of reports, records and other information submitted by Verizon to the County, monitoring procedures by County staff may include, but are not limited to, desk reviews and on-site visits by County staff, audits, and other procedures.

26.5 Award Administration Terms.

(a) **Award Obligations Contingent on Federal Funding and Verizon Compliance.** The payment of Award funds to Verizon for Tower Construction Activity under the terms of this Agreement shall be contingent on the receipt of such funds by the County from the SLFRF and shall be subject to Verizon's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of Award funds that the County receives from the SLFRF is reduced, such reduction shall be addressed through the procedure on Change in Program below. The County also may deny payment for Verizon's expenditures where invoices or other reports are not submitted as required by this Agreement or for failure of Verizon to comply with the terms and conditions of this Agreement applicable to Tower Construction Activity.

(b) **Financial Management.** Verizon shall maintain a financial management system and financial records related to all transactions with funds received for Tower Construction Activity pursuant to this Agreement. Verizon must administer funds received for Tower Construction Activity pursuant to this Agreement in accordance with all federal and state requirements applicable to Verizon, including the SLFRF Program and Uniform Guidance Requirements. Provided, however, the Tower Construction Activity provided for under this Agreement shall be identified by the County to Expenditure Category Group 6 "Revenue Replacement" and Verizon shall only be required to comply with those Uniform Guidance Requirements applicable to projects reported in Expenditure Category Group 6 "Revenue Replacement." Verizon shall maintain detailed, itemized documentation and expenses incurred for Tower Construction Activity pursuant to this Agreement.

(c) **Improper Payments.** Any item of expenditure by Verizon for Tower Construction Activity under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the US Department of Treasury, the State of Delaware, or other federal or state instrumentality to be improper, unallowable, in violation of applicable federal or state law, or the terms of this Agreement for Tower Construction Activity, or involving any fraudulent, deceptive, or misleading representations or activities of Verizon, shall become Verizon's liability, and shall be paid solely by Verizon, immediately upon notification of such, from funds other than those provided by the County under this Agreement for Tower Construction Activity or any other agreements between the County and Verizon. This provision shall survive the completion, expiration or termination of this Agreement. If the County shall become liable to the US Department of Treasury as a result of a finding that any expenditure by Verizon for Tower Construction Activity was improper, unallowable, in violation of applicable federal or state law, or the terms of this Agreement for Tower Construction Activity, or involving any fraudulent, deceptive, or misleading representations or activities of Verizon then Verizon shall reimburse the County for any and all amounts paid to the US Department of Treasury incident to such liability up to the full amount of the Award.

26.6 Failure to Maintain Project. In the event that during the term of this Agreement, Verizon ceases to operate the project in accordance with the terms of this Agreement, such event shall be addressed through the procedure on Change in Program below. If requested, a return of Award funds to the County incident to any recapture must be made within ten (10) days of receipt of written notice for a return of Award funds provided by the County. Such written notice for a return of Award funds shall include documentation of Verizon's failure to operate the project in a manner consistent with the provisions of the Agreement applicable to Tower Construction Activity.

26.7 Verizon Reporting. As it relates to the Tower Construction Activity, Verizon shall provide a report (a "Verizon Report") not later than fifteen days prior to each date on which the County is required to submit a project and Expenditure Report to the US Department of Treasury, through December 31, 2026 or the submission of Verizon's final report of Tower Construction Activity, whichever comes later, detailing each of the following:

(a) Project expenditures during each of:

(i) The reporting period beginning on the last date on which Verizon shall have submitted a Verizon Report to the County under this section and ending on the date of the Verizon Report in question.

(ii) The reporting period beginning on the date of the Award and ending on the date of the Verizon Report in question.

(iii) The anticipated expenditures in the reporting period beginning on the date of the Verizon Report in question and extending to the next date on which Verizon shall be expected to make a Verizon Report to the County.

(b) Level of Project completion including:

(i) Identification of specific project timeline milestone completions during the current reporting period and expected in the next occurring reporting period.

(ii) Evaluation of failures to meet project timeline milestones, if applicable.

(iii) Reporting and documentation on project construction progress.

(c) Information and documentation on project performance during those reporting periods in which the project begins and is completed.

(d) Certification by Verizon of compliance with non-discrimination and civil rights laws identified in Section 26.10(c) hereof in the advancement and operation of the project during the reporting period.

(e) The County may, in its sole discretion, question any information, documentation, or explanation provided by Verizon in any Verizon Report submitted. Verizon shall promptly respond to any inquiry by the County on any item included in the Verizon Report and in any case, such response shall be made not later than five (5) business days after an inquiry by the County.

(f) Verizon shall promptly respond to any and all requests for information from the County which the County has, in its sole discretion, determined solicit information necessary for the County to meet its obligations to the US Department of Treasury regarding the Award.

26.8 Audit and Access to Records.

(a) Verizon agrees to permit persons duly authorized by the County, US Department of Treasury, or any other federal agency (if applicable) to inspect all records (including audits and other financial records), papers, documents, goods, and services of Verizon, and to interview any client or employee of the Verizon to be assured of satisfactory performance of the terms and conditions of this Agreement applicable to Tower Construction Activity to the extent permitted by law after giving Verizon reasonable notice. Monitoring by the County shall not relieve Verizon of its obligation to manage the Award in accordance with all applicable federal, state, and local laws, rules, and regulations.

(b) Verizon shall keep and maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from Tower Construction Activity under this Agreement to assure a proper accounting and monitoring of all funds. Such records shall include, but not be limited to, the following:

(i) Records providing a full description of each activity undertaken;

(ii) Adequate documentation to support costs charged to the Award;

(iii) Records documenting compliance with the non-discrimination and equal opportunity components of this Agreement applicable to Tower Construction Activity; and

(iv) Other records necessary to document compliance with provisions applicable to the Tower Construction Activity under this Agreement.

(c) Verizon must maintain records and financial documents for the Tower Construction Activity in compliance with the SLFRF Program requirements and Uniform Guidance Requirements. Wherever possible, such records shall be collected, transmitted, and stored in open and machine-readable formats. Verizon agrees to provide or make available such records for the Tower Construction Activity to the County upon request, to the US Department of Treasury upon request, to the Government Accountability Office upon request, or to the US Department of Treasury's Office of Inspector General upon request, including all of their authorized representatives, in order to conduct audits or other investigations. All records and financial documents for Tower Construction Activity must be kept and maintained until December 31, 2031.

(d) If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences before the expiration of the required record retention period, such records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required retention period, whichever is later.

(e) With respect to all matters covered by this Agreement for Tower Construction Activity, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours and as often as the County may require. Verizon will permit the same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment, and other data relating to all matters covered by this Agreement for the Tower Construction Activity. The County possesses an absolute right to inspect or copy all documentation associated with Tower Construction Activity under this Agreement. The rights of the County to access and copy documents for Tower Construction Activity set forth in this Section are not limited to the required retention period and shall survive past the termination of this Agreement as long as the records are retained by Verizon.

26.9 Award Disbursement and Closeout.

(a) Verizon may request disbursement of Award funds for the Tower Construction Activity periodically (e.g., monthly, quarterly, or based on completion of project-specific milestones for the Tower Construction Activity). The County shall agree to any such disbursement schedule reasonably proposed by Verizon. Verizon shall request a disbursement through use of a disbursement request, the form and substance of which shall be reasonably agreed-upon in advance with the County ("Disbursement Request"). The Disbursement Request shall include such copies of records, documentation, and other information as may be reasonably requested by the County. County shall make each disbursement of Award funds within thirty (30) days of the date of the Disbursement Request. Payment shall be made electronically in accordance with electronic payment instructions provided by Verizon.

(b) Final payment request(s) under this Agreement for Tower Construction Activity must be received by the County no later than thirty (30) days after the earlier of the expiration or termination of this Agreement. The County will not accept a payment request for Tower Construction Activity submitted after this date without prior authorization from the County. Under no circumstance shall the County have any obligation to make a payment to Verizon of Award funds after December 31, 2026. In consideration of the execution of this Agreement by the County, Verizon agrees that acceptance of final payment from the County for Tower Construction Activity will constitute an agreement by Verizon to release and forever discharge the County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Verizon has at the time of acceptance of final payment for Tower Construction Activity or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to the Tower Construction Activity under this Agreement. Verizon's obligations to the County under this Agreement for Tower Construction Activity shall not terminate until all closeout requirements are completed to the satisfaction of the County and in accordance with 2 CFR 200.344. Such requirements shall include submitting final reports to the County and providing any closeout-related information requested by the County by the deadlines specified by the County. This provision shall survive the expiration or termination of this Agreement.

26.10 Compliance Matters.

(a) The Tower Construction Activity under this Agreement is subject to the SLFRF Program requirements and the Uniform Guidance Requirements, as well as the following:

(i) Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable versions of each of the "Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds" and the "Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions" provided that any change or modification in requirements after the Effective Date shall be addressed by the Parties through the procedure for Change in Program below.

(b) Verizon agrees and certifies that it shall adhere to Federal Executive Order 12549, Debarment and Suspension, and further certifies that neither Verizon nor its principals have been suspended or debarred from participation in federal grants or other federal funding programs. Verizon shall not make or enter into any contract, with third parties that are debarred, suspended, or otherwise excluded or ineligible for participation in federal programs or activities. This Award is subject to 2 CFR Part 180 and the US Department of Treasury's implementing regulation at 31 CFR Part 19.

(c) Verizon shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with all applicable federal, state, and local laws. Statutes and regulations prohibiting discrimination applicable to this Award, include, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the US Department of Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

(ii) The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and the US Department of Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) Verizon must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and The US Department of Treasury's implementing regulations published at 31 CFR Part 20, which require that non-federal entities take actions to provide a drug-free workplace.

(e) Pursuant to Federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Verizon should encourage its employees and contractors engaged for Tower Construction Activity to adopt and enforce policies that ban text messaging while driving, and Verizon should establish workplace safety policies to decrease accidents caused by distracted drivers.

(f) Pursuant to Federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Verizon should encourage its contractors engaged for Tower Construction Activity to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

(g) Verizon agrees to comply with the following generally applicable environmental requirements insofar as they apply to the performance of the Tower Construction Activity under this Agreement:

(i) Clean Air Act, 42 U.S.C., 7401, as amended.

(ii) Federal Water Pollution Control Act, 33 U.S.C., 1251, as amended;

(iii) Environmental Protection Agency ("EPA") regulations pursuant to 40 CFR Part 50, as amended; and

(iv) Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973, Verizon shall assure that for Tower Construction Activity located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes.

(h) Verizon shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law for the ordinary operations of Verizon, for the Tower Construction Activity, or for the operation of the project and shall submit to County proof of any licensure, certification, permit or accreditation upon request.

(i) The names and total compensation of the five most highly compensated officers of Verizon shall be listed if Verizon in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and $25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Verizon, Verizon will submit the list of its five most highly compensated officers to the County within thirty (30) days of the execution of this Agreement and yearly thereafter during the Lease Term.

(j) Verizon shall obtain, and provide to the County, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov. Verizon shall maintain its registration with SAM at all times during the term of Tower Construction Activity under this Agreement.

(k) Upon substantial completion of the Tower Construction Activity Verizon shall certify in writing to the County that the Tower Construction Activity has been substantially completed pursuant to the terms of this Agreement. Verizon shall promptly notify the County upon its becoming aware of circumstances which may result in Verizon's inability or unwillingness to proceed with completion of the Tower Construction Activity. Under no circumstances will Verizon fail to achieve substantial completion of the Tower Construction Activity by December 31, 2026.

26.11 Federal Restrictions on Lobbying. Verizon shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Verizon may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Verizon shall certify in writing that Verizon has not made, and will not make, any payment prohibited by these requirements using the form attached hereto as Exhibit E. Verizon shall require each party which Verizon enters into an agreement of any kind related to the Tower Construction Activity to complete the Certification Regarding Lobbying attached hereto as Exhibit E and Verizon shall retain such certifications as records pursuant to this Agreement.

26.12 Publications. Any publications produced with funds from the Tower Construction Activity shall display the following language: "This project [is being / was] supported, in whole or in part, by federal award number SLFRP4273 awarded to New Castle County, Delaware by the U.S. Department of the Treasury."

26.13 Change in Program. If there is a change in any legal or program requirement including without limitation the requirements of the SLFRF Program, the Uniform Guidance Requirements, or the amount or availability of Award funds that, as reasonably determined by either Party, has a material adverse effect on such Party's rights or obligations in connection with the Tower Construction Activity, both Parties shall meet to discuss the change and shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in light of the change.

26.14 Confidentiality of Records. Any documents, records, information, reports, summaries, or other such materials, in tangible or intangible form, (collectively, "Verizon Records") provided by Verizon to the County under this Agreement may be marked by Verizon as containing trade secrets, commercial or financial information of a confidential nature or; as items that could jeopardize the security of any structure owned by the State or any of its political subdivisions, or could facilitate the planning of a terrorist attack, or could endanger the life or physical safety of an individual or; as being of any other type exempt from disclosure pursuant to Chapter 100 (Freedom of Information Act), Title 29, State Government, General Regulations for State Agencies under Delaware law. The County agrees to treat any Verizon Records so marked as exempt from disclosure to the fullest extent permitted under State and local law.

ARTICLE 27 MISCELLANEOUS

27.1 Covenants Running with the Land. This Agreement and all of the Easements, covenants, agreements, conditions and restrictions set forth in this Agreement are effective as of the Effective Date with respect to the lease of the Leased Property by Verizon and are intended to be and shall be construed as covenants that burden and run with the Owner's Lot or the adjacent real property owned by County, as may be applicable.

27.2 Successors and Assigns.This Agreement shall inure to the benefit of and be binding upon County and Verizon, their heirs, successors and assigns (including each Assignee). County agrees that the rights of Verizon under this Agreement shall extend to agents, representatives, employees, contractors, subcontractors and other service providers of Verizon.

27.3 Memoranda. County and Verizon shall execute in recordable form the Memorandum of Lease attached hereto as **Exhibit D** and Verizon shall be authorized to record such instrument in the Land Records at Verizon's cost. Any amendment to this Agreement and between the parties hereto (or any related memoranda reflecting any such amendments) shall be recorded in the Land Records.

27.4 Notices. Any notice required under this Agreement shall be in writing and shall be sent to the appropriate notice address by overnight delivery using a nationally recognized overnight courier. Notice given will be effective upon the earlier to occur of actual delivery to the Notice Address of the addressee or refusal of receipt by the addressee. Any party may change its notice address by delivering appropriate written notice to the other party in the manner described above; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice by the addressee.

if to County:

New Castle County Government Center
Attn: [   ]
87 Reads Way
New Castle, DE 19720

With a copy to:

Barnes & Thornburg LLP
Attn: Thomas McGonigle, Esq.
222 Delaware Avenue, Suite 1200
Wilmington, DE 19801

if to Verizon:

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

With a copy to:

Basking Ridge Mail Hub

Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

If to any Leasehold Mortgagee: at the address indicated in the notice to County provided under Article 20, above or, if none, at the address in the recorded instrument evidencing its leasehold mortgage.

27.5 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS Agreement, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

27.6 Entire Agreement; Amendments. This Agreement and the Easements constitute the entire agreement between County and Verizon respecting the subject matter herein and it replaces and supersedes any prior agreements. This Agreement shall not be modified or amended except in writing signed by both Parties or their lawful successors in interest.

27.7 Governing Law and Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of Delaware. Subject to the limitations and other provisions set forth in Section 27.10, the Parties irrevocably submit to the personal jurisdiction of any federal court located in Delaware that may properly exercise subject matter jurisdiction, and waive any objection to the jurisdiction of such court, including, without limitation, objections that such forum is inconvenient or prejudicial. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement, and is hereby waived.

27.8 [Intentionally omitted].

27.9 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court or regulatory agency of competent jurisdiction, to be either invalid, void or unenforceable: (a) the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding; and (b) County and Verizon shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Lease Term be for a longer period than the longest period therefore permitted by Applicable Requirements.

27.10 No Brokers. The Parties hereby represent and warrant to each other that they have not used the services of any broker in regard to this transaction and agree to indemnify and hold each other harmless from any and all claims of brokers arising out of or in connection with the negotiation of or the entering into this Agreement, if such broker claims that he acted through or on behalf of such Party.

27.11 Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts that may be necessary or desirable to carry out the purposes of this Agreement.

27.12 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument. The Parties agree that this Agreement may be executed and delivered by electronic signatures and that the signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

27.13 Rules of Interpretation. For purposes of this Agreement, except where otherwise expressly provided or unless the context otherwise necessarily requires:

(a) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time;

(b) the words "herein," "hereof," "hereunder" and "herewith" shall refer to this Agreement as a whole and not to any particular Section or subsection of this Agreement;

(c) the terms "include," "includes" and "including" shall be construed to mean "including, without limitation" or "including but not limited to" and shall not be construed to mean that the examples given are an exclusive list of the topics covered;

(d) references to "Sections," "Schedules" or "Exhibits" shall be to Sections, Schedules and Exhibits of this Agreement;

(e) the introductory paragraph hereof, all Recitals and all Schedules and Exhibits are incorporated herein;

(f) references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made;

(g) references to a Person include its successors and permitted assigns;

(h) the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa; and

(i) reference to a given governmental rule is a reference to that governmental rule and the rules and regulations adopted or promulgated thereunder, in each case, as amended, modified, supplemented or restated as of the date on which the reference is made.

27.14 No Dedication. Nothing herein shall be construed as the dedication by either Party of the Communications Tower to the public or any part thereof. Neither Party shall take any action that would subject the other Party, or the Communications Tower, to the jurisdiction of any Governmental Authority or public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, Verizon and County have executed this Concession Agreement on the day and date first above.

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: ____________________ (SEAL)

Name:

Title:

NEW CASTLE COUNTY

By: ____________________ (SEAL)

Name:

Title:

Exhibit A

Depiction of Leased Property

[To be attached.]

VICINITY MAP

PROJECT NOTES

1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
   - A. LEASE EXHIBIT ENTITLED "WIL LANCASTER PK" PREPARED BY FRANK COLASURDO ARCHITECTS, INC. DATED 11/29/23.
   - B. EXISTING CONDITIONS PLAN ENTITLED "HOCKESSIN PARK" PREPARED BY LANDMARK SCIENCE & ENGINEERING DATED 02/06/24.
2. 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".
3. THE LOCATION OF LESSEE'S PROPOSED UTILITIES AND EASEMENTS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

PROJECT INFORMATION

SITE INFORMATION

JURISDICTION: NEW CASTLE COUNTY
APN: 08-008.30-102 & 08-008.30-100

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

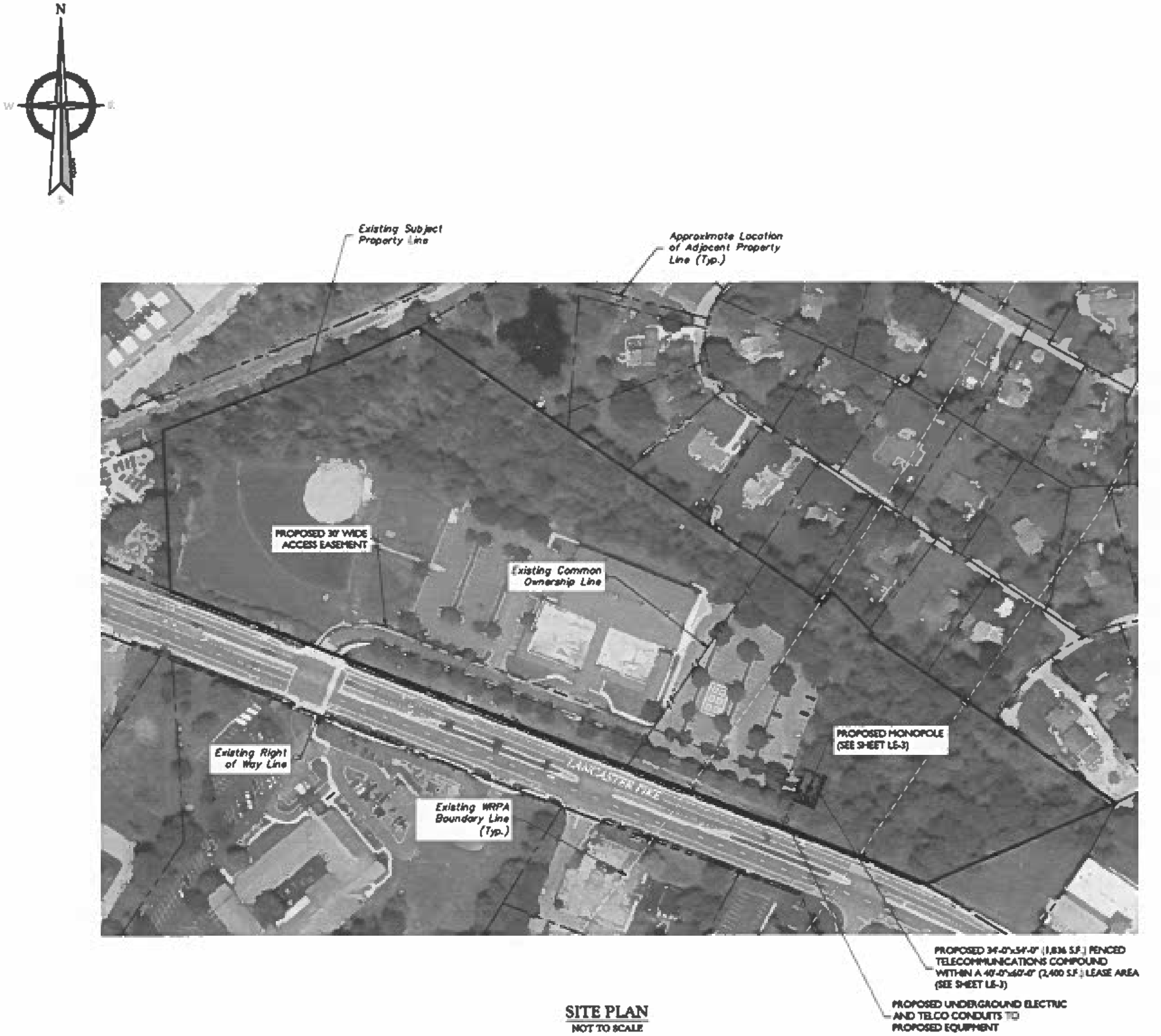
COMPANY: WIRELESS ACCESS TECHNOLOGIES, INC.
CONTACT: SUE MANCHEL
PHONE: (267) 253-2762

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: ERIC FISHER
PHONE: (267) 431-3610

ENGINEER

COMPANY: COLLIERS ENGINEERING & DESIGN, INC.
ADDRESS: 2000 MIDLANTIC DRIVE, SUITE 100
CITY, STATE, ZIP: MT. LAUREL, NJ 08054
CONTACT: MATT GRAUBART, P.E.
PHONE: (856) 797-0412
E-MAIL: MATTHEW.GRAUBART@COLLIERSENG.COM



SITE PLAN

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as [illegible]

verizon

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE

FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

[illegible]	[illegible]
AS SHOWN	24000006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
[illegible]	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
[illegible]	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
A	[illegible]	ISSUED FOR REVIEW	[illegible]	[illegible]

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:

WIL LANCASTER PIKE
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

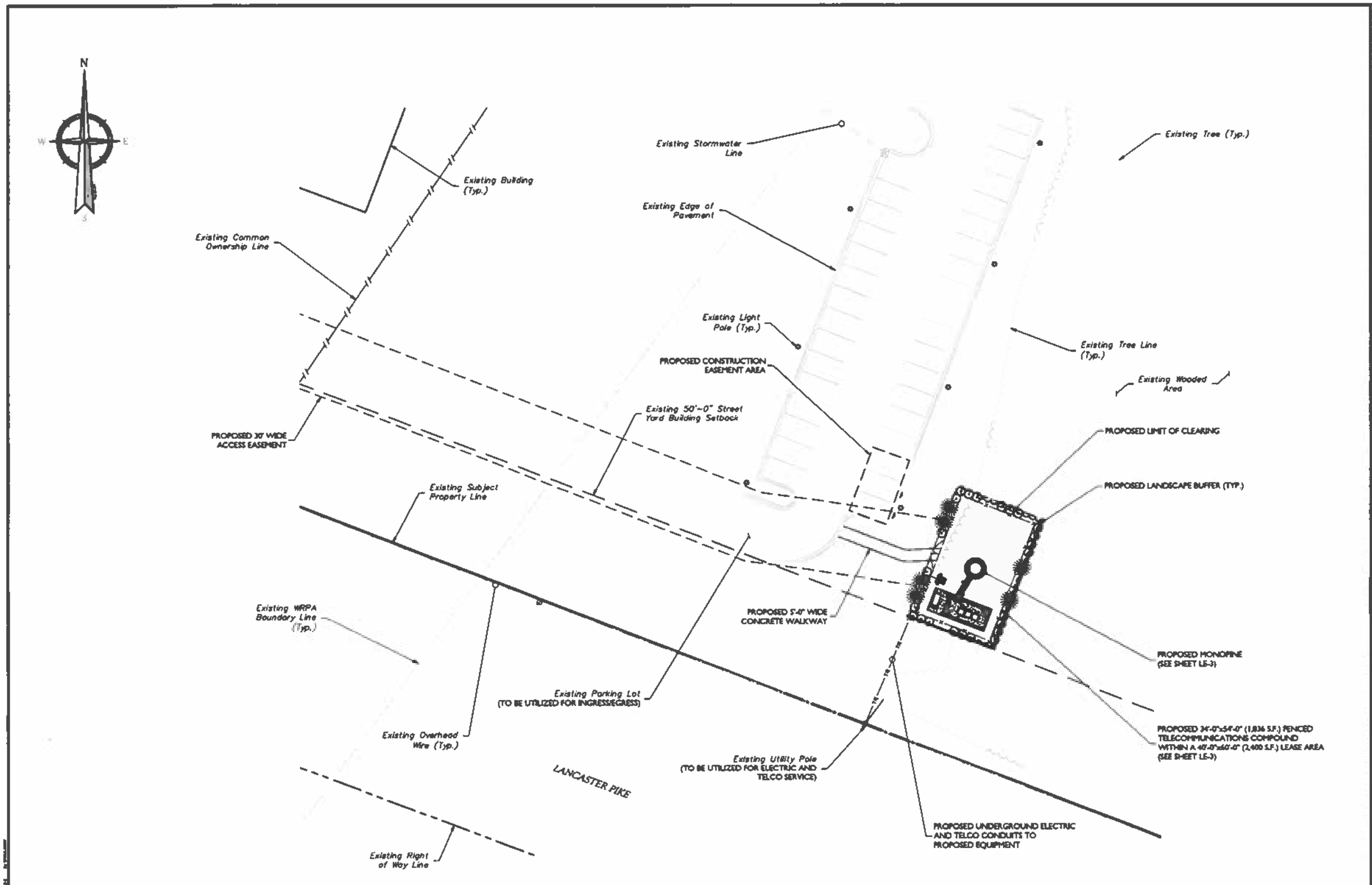
Colliers Engineering & Design

[illegible]

[illegible]
SITE PLAN

[illegible]
LE-1

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



PARTIAL SITE PLAN

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

PROTECT YOURSELF

Know what's below. Call before you dig.

AS SHOWN

24000006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
C	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
B	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
A	[illegible]	ISSUED FOR REVIEW	[illegible]	[illegible]

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:

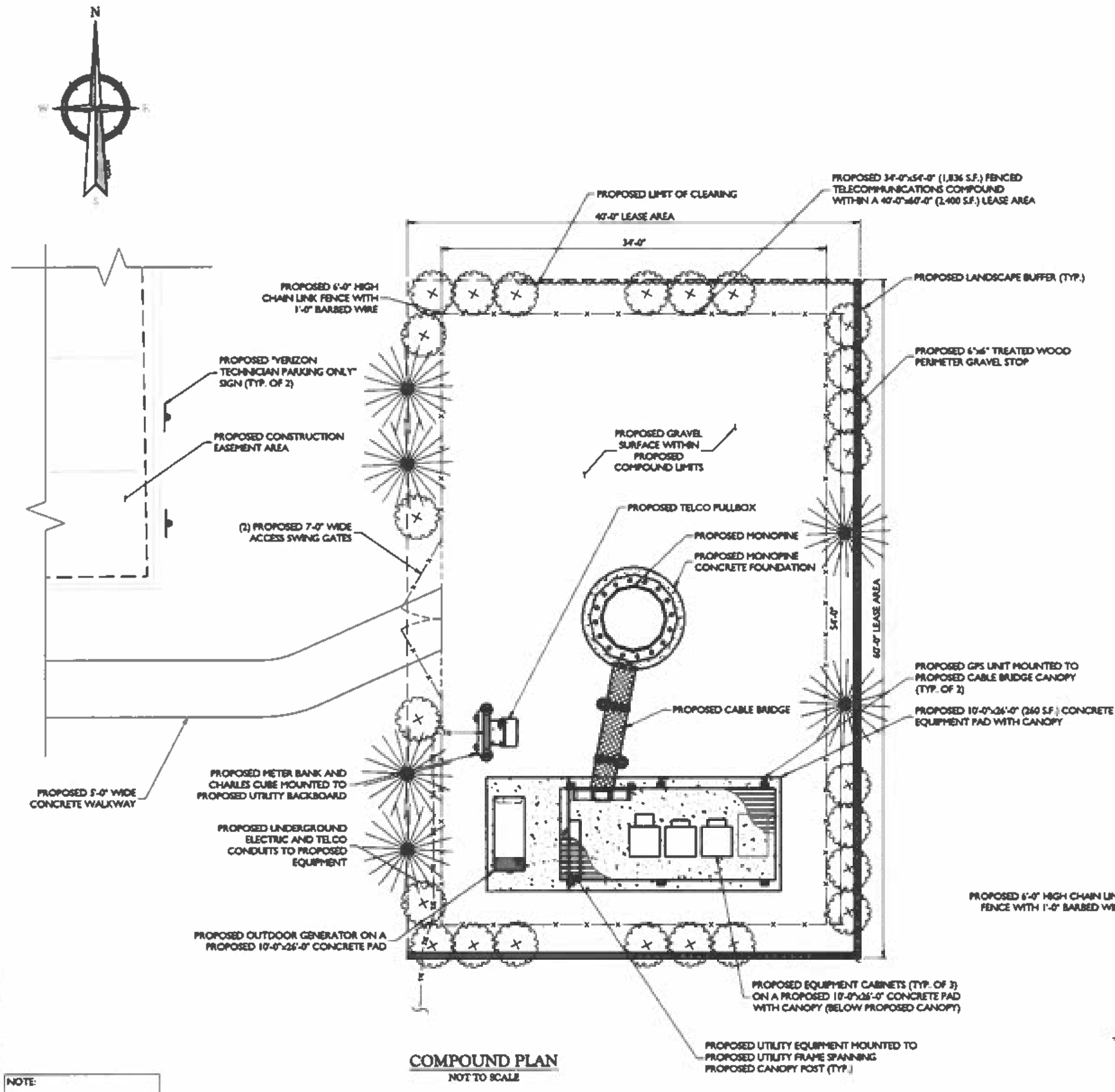
WIL LANCASTER PIKE
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

PARTIAL SITE PLAN

LE-2

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

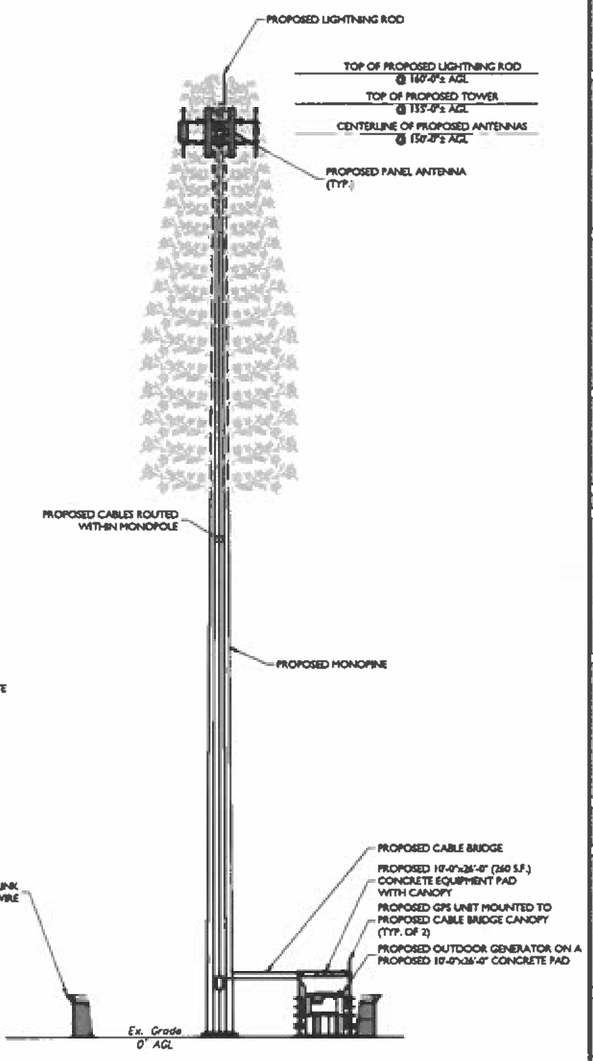


COMPOUND PLAN

NOT TO SCALE

NOTE:

TREES AND BRUSH TO BE CLEARED WITHIN THE LIMITS OF THE PROPOSED COMPOUND.



ELEVATION VIEW

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

verizon✓

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

AS SHOWN
24960006

REV	DATE	DESCRIPTION	[illegible]	[illegible]
C	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
B	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
A	[illegible]	ISSUED FOR REVIEW	[illegible]	[illegible]

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:

WIL LANCASTER PIKE

7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

COMPOUND PLAN AND
ELEVATION VIEW

LE-3

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

Exhibit B

Depiction of Access Easement Area

[To be attached.]

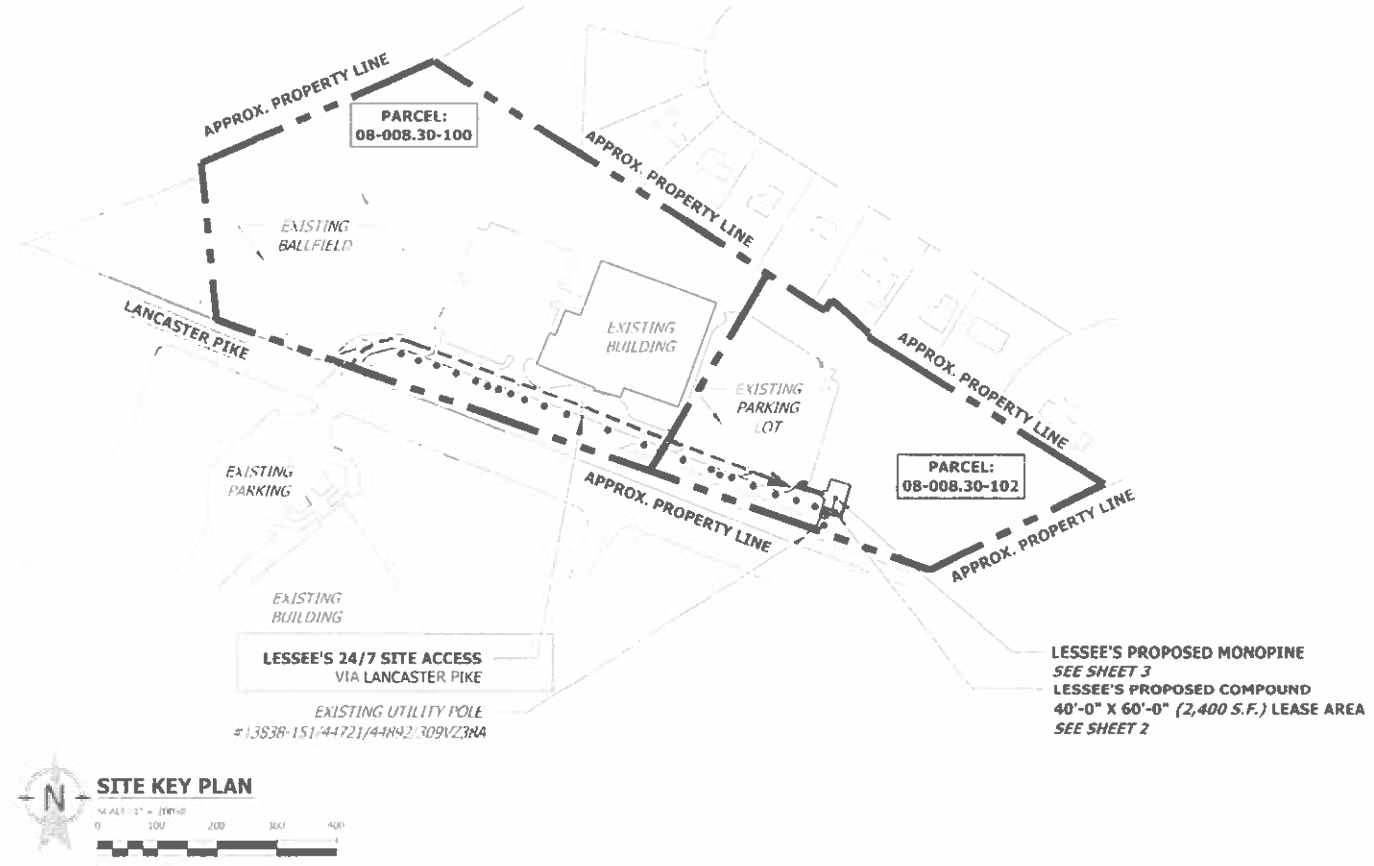
SITE MAP

GENERAL NOTES

1. THE EXHIBIT AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY.
2. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES, ZONING APPROVALS AND WILL SUPERSEDE THE EXHIBIT
3. TRUE NORTH DETERMINATION, GROUND (AMSL) ELEVATION, LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION
4. THE LOCATIONS OF LICENSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THEIR RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
5. DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED
6. THE EXHIBIT IS CONCEPTUAL ONLY AND ARE NOT FOR CONSTRUCTION

SITE INFORMATION

1. **PROPERTY OWNER/LESSOR:**
   NEW CASTLE COUNTY [illegible] POLICE ATHLETIC LEAGUE
   7259 LANCASTER PIKE
   HOCKESSIN, DELAWARE 19707-9271
2. **LESSEE INFORMATION:**
   CELLCO PARTNERSHIP
   D/B/A VERIZON WIRELESS
   512 TOWNSHIP LINE ROAD
   BUILDING 2, FLOOR 3
   BLUE BELL, PA 19422
3. **SITE ADDRESS:**
   7259 LANCASTER PIKE
   HOCKESSIN, DELAWARE 19707-9271
   NEW CASTLE COUNTY
4. **TOWNSHIP ID:**
   PARCEL #08-008.30-100, 08-008.30-102
5. **SITE COORDINATES:**
   LAT: N [illegible]
   LONG: W [illegible]
   DATUM: N/A
   SOURCE: GOOGLE EARTH
6. **GROUND ELEVATION:**
   AMSL: +/- [illegible]
   DATUM: N/A
   SOURCE: GOOGLE EARTH



LESSEE'S 24/7 SITE ACCESS
VIA LANCASTER PIKE

EXISTING UTILITY POLE
#13838-151/44721/44892/309VZ3RA

LESSEE'S PROPOSED MONOPINE
SEE SHEET 3
LESSEE'S PROPOSED COMPOUND
40'-0" X 60'-0" (2,400 S.F.) LEASE AREA
SEE SHEET 2

SITE KEY PLAN

FCA ARCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc.

CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS
NEW WIRELESS COMMUNICATIONS FACILITY
"WIL LANCASTER PK"
7259 LANCASTER PIKE,
HOCKESSIN, DEAWARE 19707
PARCEL # 08-008.30-100 & 08-008.30-102
NEW CASTLE COUNTY

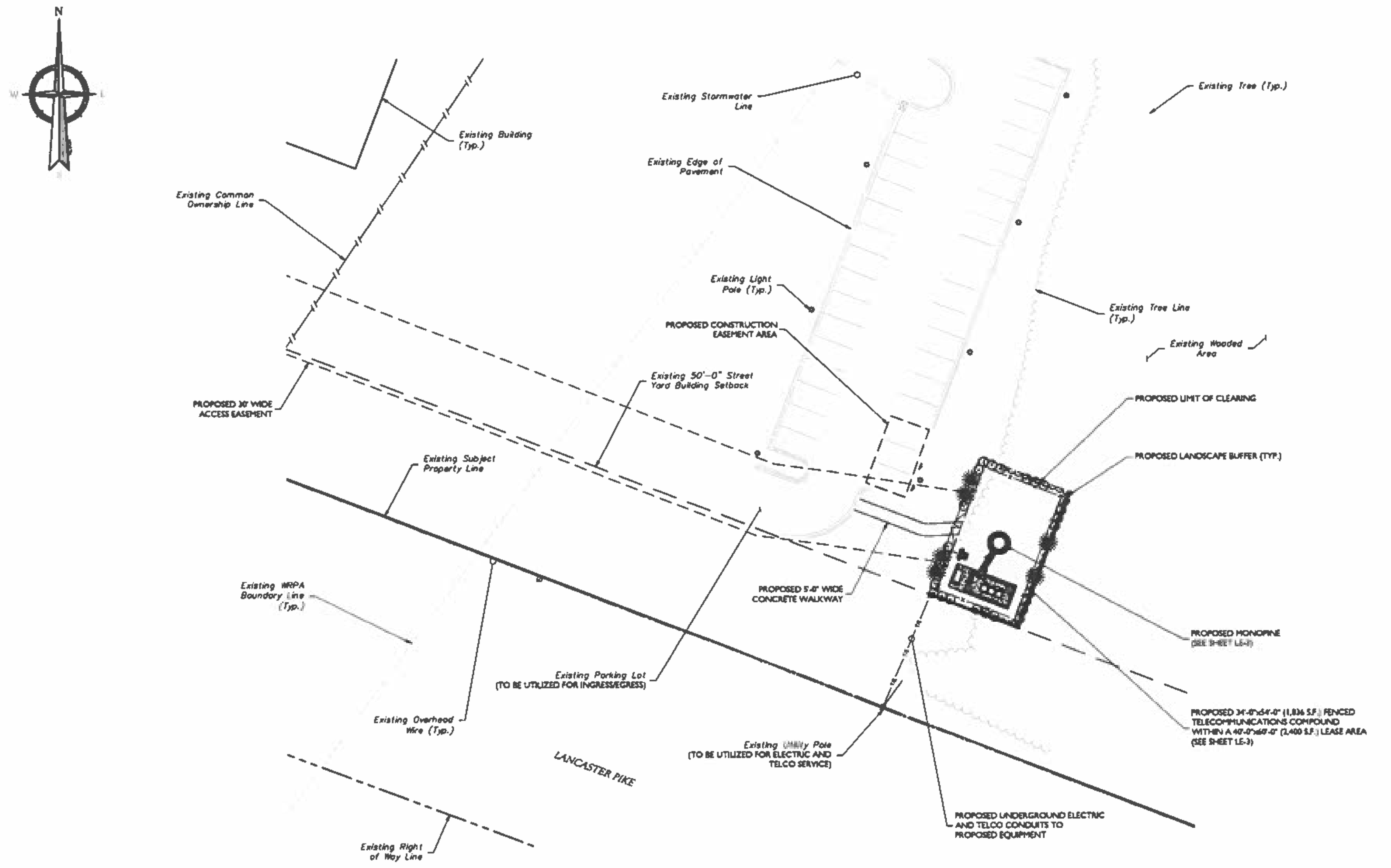
LEASE EXHIBIT
"WIL LANCASTER PK"
7259 LANCASTER PIKE

VER10923
11/29/23
SHEET 1 OF 3

Exhibit C

Depiction of Construction Easement Area

[To be attached.]



PARTIAL SITE PLAN

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

verizon✓

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

AS SHOWN

24060006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
C	[illegible]	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]
A	[illegible]	[illegible]	[illegible]	[illegible]

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:

WIL LANCASTER PIKE

7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

PARTIAL SITE PLAN

LE-2

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

Exhibit D

Memorandum of Concession Agreement

[To be attached.]

SITE NAME: WIL Lancaster Park
MDG Location No.: 5000945688

PREPARED BY:
Richard L. Schneider, Esq.
Vogel, Chait, Collins and Schneider, PC
25 Lindsley Drive, Suite 200
Morristown, New Jersey 07960

STATE OF DELAWARE

COUNTY OF NEW CASTLE

PARCEL NOS: 08-008-100
08-008-102

MEMORANDUM OF CONCESSION AGREEMENT

THIS MEMORANDUM OF CONCESSION AGREEMENT ("Memorandum"), made this ____ day of __________________, 20__, between NEW CASTLE COUNTY, with an address of 87 Reads Way, New Castle, DE 19720, hereinafter designated "County", and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated as "Verizon".

1. County and Verizon entered into a Concession Agreement ("Agreement") on ________________________ for an initial term of ten (10) years with the right of Verizon to renew for three (3) additional five (5) year terms.

2. County hereby grants to Verizon the right to operate a wireless communications facility upon the Premises, which are a part of that real property owned, leased or controlled by County and designated as Parcel 08-008-102 (the "Property"). The rights granted to Verizon to operate its wireless communications facility include a right of access pursuant to a Declaration of Access Easement through Parcel 08-008-100 ("Access Parcel") to be recorded simultaneously herewith. The Property and Access Parcel are legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are shown in detail on Exhibit "B" attached hereto and made a part hereof.

3. A copy of the Concession Agreement is on file in the offices of the County and Verizon.

4. The terms, covenants and provision of the Agreement, of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of County and Verizon.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, County and Verizon have caused this Memorandum to be duly executed on ________________, 20__.

COUNTY:
New Castle County

____
Witness

____
Print Name

By: _________________________
Name: _________________________
Title: _________________________
Date: _________________________

VERIZON:
Cellco Partnership d/b/a Verizon Wireless

____
Witness

____
Print Name

By: _________________________
Name:
Title:
Date: _________________________

EXHIBIT A

DESCRIPTION OF PROPERTY

SEE ATTACHED

(No. [illegible])

DEED-TYPEWRITER

Printed and Sold by Hugh A. George Co., Stationers, [illegible] Tatnall St., Wilmington, Del.

2122

This Deed, Made this

28th day of AUGUST in the year of our LORD one thousand nine hundred and eighty

BETWEEN, the 17-41 COMPANY, a Delaware partnership

BOARD OF ASSESSMENT, NEW CASTLE COUNTY
REGISTERED

A N D

NEW CASTLE COUNTY, a political subdivision of the State of Delaware, party of the second part.

Witnesseth, *That the said part of the first part, for and in consideration of the sum of* TWO HUNDRED FORTY-SIX THOUSAND AND NO/100 DOLLARS ($246,000) *lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said part of the second part,*

ALL those certain lots, pieces or parcels of land, situate in Mill Creek Hundred, New Castle County, State of Delaware, and shown as PARCELS 1 and 2 on a Record Minor Subdivision Plan, Drawing No. 7701271-1328, dated May 16, 1977, prepared by McBride & Ziegler, Inc., Professional Land Surveyors, recorded on June 17, 1977 in the office of the Recorder of Deeds in and for New Castle County in Microfilm No. 4497, and more particularly described as follows:

BEGINNING at a concrete monument set in the northeasterly right-of-way line of Delaware State Route 41, also known as the New Lancaster Pike (at 105 feet wide), said point of Beginning being also a point in the easterly boundary of lands now or formerly of Steven Michael Castorani, and which point of Beginning can be located from the intersection of the centerline of Delaware State Route 41 with the centerline track of the Baltimore & Ohio Railroad (Landenberg Branch), by the two (2) following described courses and distances: (1) South 60° 28' East along the centerline of Delaware State Route 41 a distance of 508.14 feet to a point, and (2) North 29° 32' 00" East 50.0 feet to the point of Beginning;

THENCE North 5° 46' 03" East along the easterly boundary of lands now or formerly of Steven Michael Castorani 283.99 feet to a concrete monument set in the southerly right-of-way line of the Baltimore & Ohio Railroad;

THENCE along the southerly right-of-way line of the Baltimore & Ohio Railroad the two (2) following described courses and distances: (1) North 77° 19' 07" East 272.97 feet to a concrete monument set at a point of curvature, and (2) on a curve to the left having a radius of 2900.0 feet, an arc distance of 212.27 feet, the chord equivalent being 212.22 feet measured North 75° 13' 18" East to an iron pipe found, replaced by a concrete monument, at a corner for lands now or formerly of Arcada Development, Inc.;

THENCE South 47° 12' 17" East along the southwesterly boundary of lands now or formerly of Arcada Development, Inc., 325.48 feet to a iron pipe found at a corner for Lot 12 "WHITEBRIAR;"

THENCE in a general southeasterly direction along the southwesterly boundary of "WHITEBRIAR," the six (6) following described courses and distances: (1) South 47° 12' 17" East 416.05 feet to a concrete monument set; (2) South 47° 12' 17" East 126.30 feet to a point; (3) North 47° 42' 44" East 24.75 feet to a point; (4) South 36° 10' 16" East 99.90 feet to a concrete monument found; (5) South 72° 12' 13" West 7.35 feet to a concrete monument found, and (6) South 47° 14' 59" East 526.36 feet to a stone with a drill hole found at a common corner of lands now or formerly of Joseph D. Durso and Theresa M. Durso, his wife, and lands now or formerly of Bavid Co., Inc.;

THENCE along the northwesterly boundary of lands now or formerly of Joseph D. Durso and Theresa M. Durso, his wife the two (2) following described courses and distances: (1) South 75° 19' 17" West 355.62 feet to an iron pipe found, and (2) South 75° 19' 17" West 0.23 feet to a concrete monument set in the northeasterly right-of-way line of Delaware State Route 41;

THENCE along said northeasterly right-of-way line the three (3) following described courses and distances: (1) on a curve to the left having a radius of 2341.95 feet, an arc distance of 146.41 feet, the chord equivalent being 146.39 feet measured North 58° 40' 32.5" West to an iron pipe found and replaced by a concrete monument; (2) North 60° 28' West 421.36 feet to a concrete monument set, and (3) North 60° 28' West 862.0 feet to the point of BEGINNING.

CONTAINING within said described metes and bounds 16.3963 Acres, more or less.

SUBJECT to a sanitary sewer easement, in perpetuity, granted to the New Castle County Department of Public Works, said easement being a strip of land 10 feet in perpendicular width lying southerly of and in the vicinity of the northerly boundary of the herein described parcel and extending from the easterly boundary of lands of Steven Michael Castorani to the southwesterly boundary of lands now or formerly of Arcada Development, Inc., which easement is shown on the above referenced plan.

BEING part of the same lands and premises which Robert B. Walker and Mary E. D. Walker, his wife by their deed dated June 25, 1965, and recorded in the office of the Recorder of Deeds in and for New Castle County, Delaware, at Wilmington, in Deed Record F, Volume 75, Page 649, granted and conveyed unto 17-41 Co., in fee.

This land is being acquired for the use of the Department of Parks and Recreation of New Castle County.

PARCEL NO. 08-008.30-100 and 08-008.30-102

GRANTEE'S ADDRESS: City County Building
800 French Street
Wilmington, Delaware 19801

036001

State of Delaware
STATE TAX DEPT • NEW CASTLE
SEP11'80
REALTY TRANSFER TAX
00.00

In Witness Whereof, the said part of the first part ha hereunto set hand and seal , the day and year aforesaid.

THE 17-41 COMPANY, a Delaware partnership

Sealed and Delivered in the Presence of

By: Benjamin H. Davis, Jr., partner (SEAL)

By: William H. Davis partner (Seal)

By: William F. Brooks partner (Seal)

By: Jane Ramsey Brown partner (Seal)

By: Charles Johnson partner (Seal)

State of Delaware,

NEW CASTLE County. } ss.

Be It Remembered, That on this 28th day of AUGUST in the year of our LORD, one thousand nine hundred and eighty,, personally came before me, the Subscriber, a Notary Public for the County and State aforesaid, Benjamin H. Davis Jr., William H. Davis, William F. Brooks, Jane Ramsey Brown and Charles Johnson, partners of The 17-41 Company, a Delaware partnership,

parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their Deed.

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

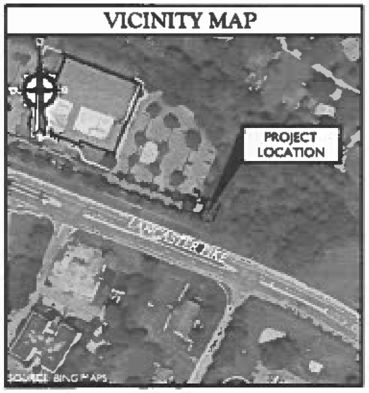
RECD FOR RECORD SEP 11 1980 LEO J. DUGAN, Jr. Recorder

EXHIBIT B

PREMISES

SEE ATTACHED

VICINITY MAP



PROJECT NOTES

1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
   - A. LEASE EXHIBIT ENTITLED "WIL LANCASTER PK" PREPARED BY FRANK COLASURDO ARCHITECTS, INC. DATED 11/29/23.
   - B. EXISTING CONDITIONS PLAN ENTITLED "HOCKESSIN PARK" PREPARED BY LANDMARK SCIENCE & ENGINEERING DATED 02/06/24.
2. 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".
3. THE LOCATION OF LESSEE'S PROPOSED UTILITIES AND EASEMENTS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

PROJECT INFORMATION

SITE INFORMATION

JURISDICTION: NEW CASTLE COUNTY
APN: 08-008.30-102 & 08-008.30-100

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: ERIC FISHER
PHONE: (267) 431-3610

ENGINEER

COMPANY: COLLIERS ENGINEERING & DESIGN, INC.
ADDRESS: 2000 MIDLANTIC DRIVE, SUITE 100
CITY, STATE, ZIP: MT. LAUREL, NJ 08054
CONTACT: MATT GRAUBART, P.E.
PHONE: (856) 797-0412
E-MAIL: MATTHEW.GRAUBART@COLLIERSENG.COM

SITE PLAN

NOT TO SCALE

Colliers Engineering & Design
www.colliersengineering.com

Doing Business as MASER

verizon

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811
Know what's below.
Call before you dig.

PROTECT YOURSELF

AS SHOWN
24060006

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:

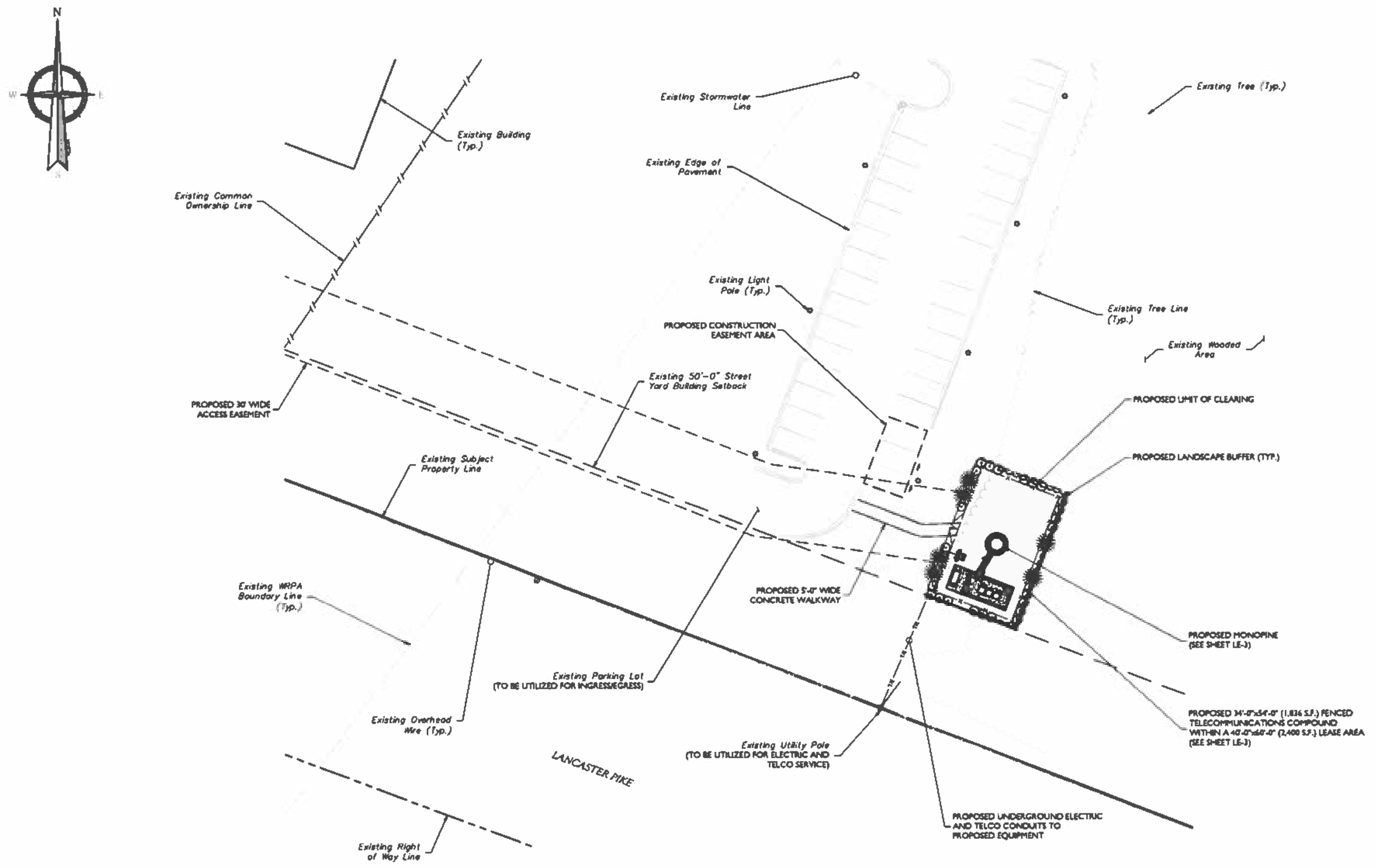
WIL LANCASTER PIKE
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

SITE PLAN

LE-1

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



PARTIAL SITE PLAN

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

verizon✓

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

SCALE: AS SHOWN

JOB NUMBER: 24960006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
C	[illegible]	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]
A	[illegible]	[illegible]	[illegible]	[illegible]

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:

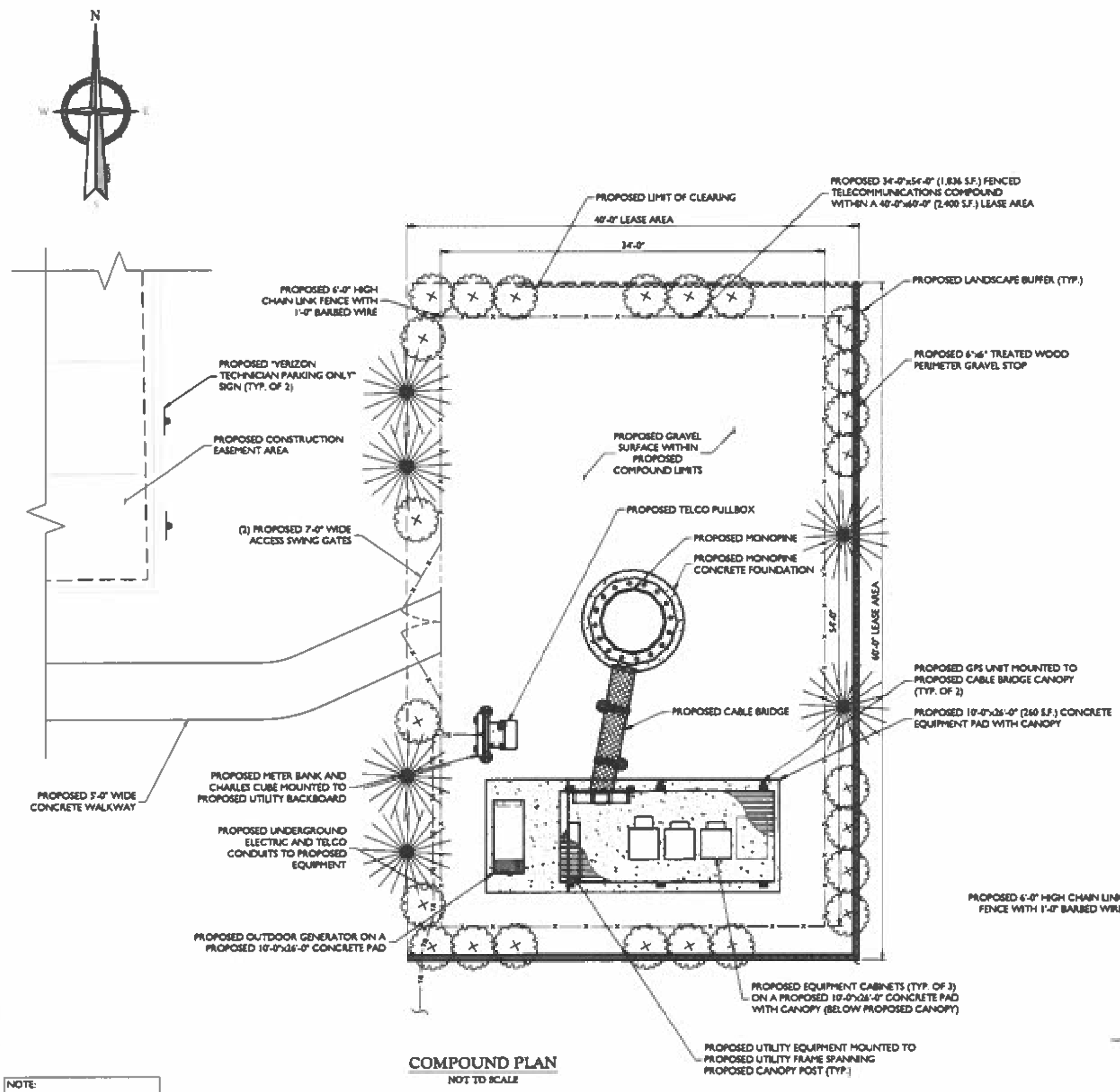
WIL LANCASTER PIKE
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

PARTIAL SITE PLAN

LE-2

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



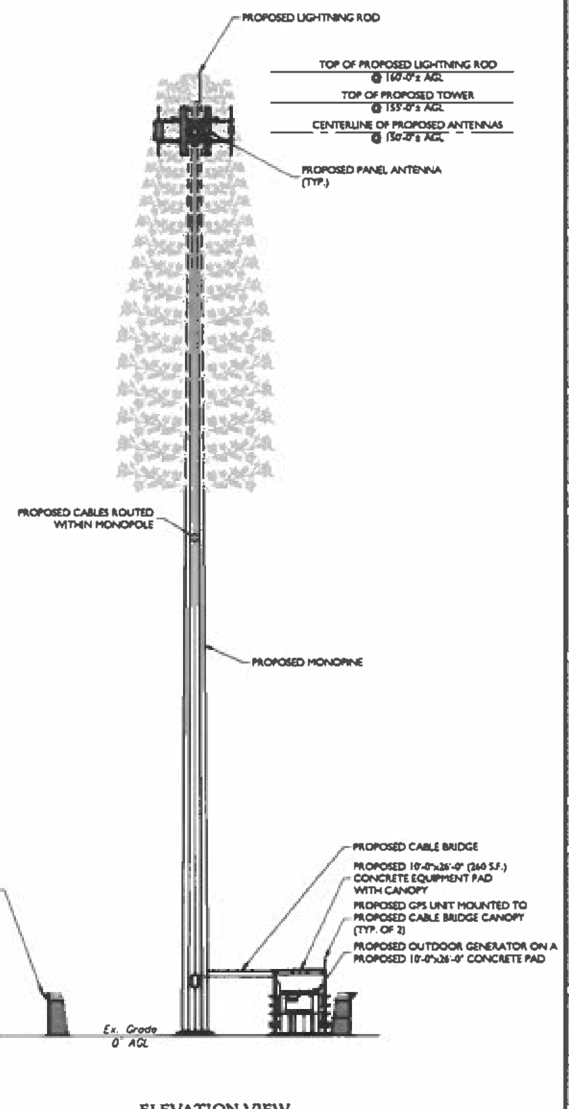
COMPOUND PLAN

NOT TO SCALE

NOTE:

TREES AND BRUSH TO BE CLEARED WITHIN THE LIMITS OF THE PROPOSED COMPOUND.

PROPOSED 6'-0" HIGH CHAIN LINK FENCE WITH 1'-0" BARBED WIRE



ELEVATION VIEW

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

verizon✓

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

AS SHOWN
24980006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

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:

WIL LANCASTER PIKE
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

COMPOUND PLAN AND ELEVATION VIEW

LE-3

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

ACKNOWLEDGMENT

State of ____________)

:ss.:

County of __________)

On this _________ day of _____________________, 202_, before me, the undersigned personally appeared _____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as ____________________________, that by his/her signature on the instrument, the individual, or the entity, Cellco Partnership d/b/a Verizon Wireless, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the municipality of ____________________, County of _______________ State of ____________________.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year first above written.

____

Notary Public of ________________

ACKNOWLEDGMENT

STATE OF ____________ :
:SS.:
COUNTY OF_______________:

On this _____ day of _____________, 20__, before me appeared ____________________

______________________________ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the entity, TODE, LLC, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the municipality of ___________________, County of________________, State of ________________________.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first as above written.

____
Notary Public of _______________

Exhibit E

Certification Regarding Lobbying

1. The below Authorized Senior Official of the party (the "Party") entering into the agreement for which this certification is required (the "Agreement"), hereby certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

3. The Party shall require that the language of this certification be included in the award documents for all Awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S. Code section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Authorized Senior Official:	
Name:	**Date:**
Title:	**Organization:**

SITE NAME: WIL Lancaster Park
MDG Location No.: 5000945688

PREPARED BY:
Richard L. Schneider, Esq.
Vogel, Chait, Collins and Schneider, PC
25 Lindsley Drive, Suite 200
Morristown, New Jersey 07960

STATE OF DELAWARE

COUNTY OF NEW CASTLE

PARCEL NOS: 08-008-100
08-008-102

MEMORANDUM OF CONCESSION AGREEMENT

THIS MEMORANDUM OF CONCESSION AGREEMENT ("Memorandum"), made this ____ day of __________________, 20__, between NEW CASTLE COUNTY, with an address of 87 Reads Way, New Castle, DE 19720, hereinafter designated "County", and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated as "Verizon".

1. County and Verizon entered into a Concession Agreement ("Agreement") on ________________________ for an initial term of ten (10) years with the right of Verizon to renew for three (3) additional five (5) year terms.

2. County hereby grants to Verizon the right to operate a wireless communications facility upon the Premises, which are a part of that real property owned, leased or controlled by County and designated as Parcel 08-008-102 (the "Property"). The rights granted to Verizon to operate its wireless communications facility include a right of access pursuant to a Declaration of Access Easement through Parcel 08-008-100 ("Access Parcel") to be recorded simultaneously herewith. The Property and Access Parcel are legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are shown in detail on Exhibit "B" attached hereto and made a part hereof.

3. A copy of the Concession Agreement is on file in the offices of the County and Verizon.

4. The terms, covenants and provision of the Agreement, of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of County and Verizon.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, County and Verizon have caused this Memorandum to be duly executed on _________________, 20__.

COUNTY:
New Castle County

By: _________________________
Name: _______________________
Title: ________________________
Date: ________________________

____
Witness

____
Print Name

VERIZON:
Cellco Partnership d/b/a Verizon Wireless

By: _________________________
Name:
Title:
Date: _________________________

____
Witness

____
Print Name

EXHIBIT A

DESCRIPTION OF PROPERTY

SEE ATTACHED

(No. 40-B)

2122

DEED-TYPEWRITER

Printed and Sold by Hugh A. George Co., Stationers, 600 Tatnall St., Wilmington, Del.

This Deed, Made this

28th day of AUGUST in the year of our LORD one thousand nine hundred and eighty

BETWEEN, the 17-41 COMPANY, a Delaware partnership

BOARD OF ASSESSMENT, NEW CASTLE COUNTY
REGISTERED

A N D

NEW CASTLE COUNTY, a political subdivision of the State of Delaware, party of the second part.

Witnesseth, *That the said part of the first part, for and in consideration of the sum of* TWO HUNDRED FORTY-SIX THOUSAND AND NO/100 DOLLARS ($246,000) *lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said part of the second part,*

ALL those certain lots, pieces or parcels of land, situate in Mill Creek Hundred, New Castle County, State of Delaware, and shown as PARCELS 1 and 2 on a Record Minor Subdivision Plan, Drawing No. 7701271-1328, dated May 16, 1977, prepared by McBride & Ziegler, Inc., Professional Land Surveyors, recorded on June 17, 1977 in the office of the Recorder of Deeds in and for New Castle County in Microfilm No. 4497, and more particularly described as follows:

BEGINNING at a concrete monument set in the northeasterly right-of-way line of Delaware State Route 41, also known as the New Lancaster Pike (at 105 feet wide), said point of Beginning being also a point in the easterly boundary of lands now or formerly of Steven Michael Castorani, and which point of Beginning can be located from the intersection of the centerline of Delaware State Route 41 with the centerline track of the Baltimore & Ohio Railroad (Landenberg Branch), by the two (2) following described courses and distances: (1) South 60° 28' East along the centerline of Delaware State Route 41 a distance of 508.14 feet to a point, and (2) North 29° 32' 00" East 50.0 feet to the point of Beginning;

THENCE North 5° 46' 03" East along the easterly boundary of lands now or formerly of Steven Michael Castorani 283.99 feet to a concrete monument set in the southerly right-of-way line of the Baltimore & Ohio Railroad;

THENCE along the southerly right-of-way line of the Baltimore & Ohio Railroad the two (2) following described courses and distances: (1) North 77° 19' 07" East 272.97 feet to a concrete monument set at a point of curvature, and (2) on a curve to the left having a radius of 2900.0 feet, an arc distance of 212.27 feet, the chord equivalent being 212.22 feet measured North 75° 13' 18" East to an iron pipe found, replaced by a concrete monument, at a corner for lands now or formerly of Arcada Development, Inc.;

THENCE South 47° 12' 17" East along the southwesterly boundary of lands now or formerly of Arcada Development, Inc., 325.48 feet to a iron pipe found at a corner for Lot 12 "WHITEBRIAR;"

THENCE in a general southeasterly direction along the southwesterly boundary of "WHITEBRIAR," the six (6) following described courses and distances: (1) South 47° 12' 17" East 416.05 feet to a concrete monument set; (2) South 47° 12' 17" East 126.30 feet to a point; (3) North 47° 42' 44" East 24.75 feet to a point; (4) South 36° 10' 16" East 99.90 feet to a concrete monument found; (5) South 72° 12' 13" West 7.35 feet to a concrete monument found, and (6) South 47° 14' 59" East 526.36 feet to a stone with a drill hole found at a common corner of lands now or formerly of Joseph D. Durso and Theresa M. Durso, his wife, and lands now or formerly of Bavid Co., Inc.;

THENCE along the northwesterly boundary of lands now or formerly of Joseph D. Durso and Theresa M. Durso, his wife the two (2) following described courses and distances: (1) South 75° 19' 17" West 355.62 feet to an iron pipe found, and (2) South 75° 19' 17" West 6.23 feet to a concrete monument set in the northeasterly right-of-way line of Delaware State Route 41;

THENCE along said northeasterly right-of-way line the three (3) following described courses and distances: (1) on a curve to the left having a radius of 2341.95 feet, an arc distance of 146.41 feet, the chord equivalent being 146.39 feet measured North 58° 40' 32.5" West to an iron pipe found and replaced by a concrete monument; (2) North 60° 28' West 421.36 feet to a concrete monument set, and (3) North 60° 28' West 862.0 feet to the point of BEGINNING.

CONTAINING within said described metes and bounds 16.3963 Acres, more or less.

SUBJECT to a sanitary sewer easement, in perpetuity, granted to the New Castle County Department of Public Works, said easement being a strip of land 10 feet in perpendicular width lying southerly of and in the vicinity of the northerly boundary of the herein described parcel and extending from the easterly boundary of lands of Steven Michael Castorani to the southwesterly boundary of lands now or formerly of Arcada Development, Inc., which easement is shown on the above referenced plan.

BEING part of the same lands and premises which Robert B. Walker and Mary E. D. Walker, his wife by their deed dated June 25, 1965, and recorded in the office of the Recorder of Deeds in and for New Castle County, Delaware, at Wilmington, in Deed Record F, Volume 75, Page 649, granted and conveyed unto 17-41 Co., in fee.

This land is being acquired for the use of the Department of Parks and Recreation of New Castle County.

PARCEL NO. 08-008.30-100 and 08-008.30-102

GRANTEE'S ADDRESS: City County Building
800 French Street
Wilmington, Delaware 19801

State of Delaware
STATE TAX DEPT. • NEW CASTLE
SEP 11 '80
REALTY TRANSFER TAX
00.00

In Witness Whereof, the said part of the first part ha hereunto set hand and seal , the day and year aforesaid.

THE 17-41 COMPANY, a Delaware partnership

Sealed and Delivered in the Presence of

By: Benjamin M. Davis Jr. (SEAL)
Benjamin M. Davis, Jr., partner

By: William H. Davis (Seal)
William H. Davis partner

By: William F. Brooks (Seal)
William F. Brooks partner

By: Jane Ramsey Brown (Seal)
Jane Ramsey Brown partner

By: Charles Johnson (Seal)
Charles Johnson partner

State of Delaware,
NEW CASTLE **County,** } ss.

Be It Remembered, That on this 28th day of AUGUST in the year of our LORD, one thousand nine hundred and eighty,, personally came before me, the Subscriber, a Notary Public for the County and State aforesaid, Benjamin M. Davis Jr., William H. Davis, William F. Brooks, Jane Ramsey Brown and Charles Johnson, partners of The 17-41 Company, a Delaware partnership,

parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their Deed.

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

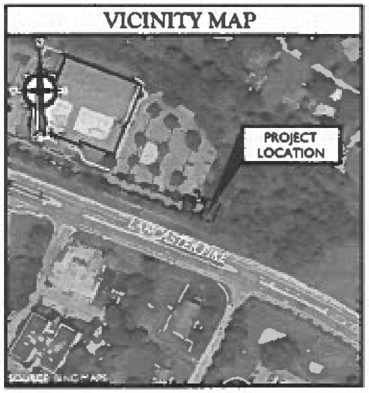
REC'D FOR RECORD SEP 11 1980
LEO J. DUGAN, Jr. Recorder

EXHIBIT B

PREMISES

SEE ATTACHED

VICINITY MAP



PROJECT NOTES

1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
    - A. LEASE EXHIBIT ENTITLED "WIL LANCASTER PK" PREPARED BY FRANK COLASURDO ARCHITECTS, INC. DATED 11/29/23.
    - B. EXISTING CONDITIONS PLAN ENTITLED "HOCKESSIN PARK" PREPARED BY LANDMARK SCIENCE & ENGINEERING DATED 02/06/24.
2. 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".
3. THE LOCATION OF LESSEE'S PROPOSED UTILITIES AND EASEMENTS ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

PROJECT INFORMATION

SITE INFORMATION

JURISDICTION: NEW CASTLE COUNTY
APN: 08-008.30-102 & 08-008.30-100

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: ERIC FISHER
PHONE: (267) 431-3610

ENGINEER

COMPANY: COLLIERS ENGINEERING & DESIGN, INC.
ADDRESS: 2000 MIDLANTIC DRIVE, SUITE 100
CITY, STATE, ZIP: MT. LAUREL, NJ 08054
CONTACT: MATT GRAUBART, P.E.
PHONE: (856) 797-0412
E-MAIL: MATTHEW.GRAUBART@COLLIERSENG.COM

SITE PLAN
NOT TO SCALE

Colliers Engineering & Design
www.colliersengineering.com

Doing Business as MASER

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

AS SHOWN
24900006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
C	[illegible]	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]
A	[illegible]	[illegible]	[illegible]	[illegible]

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:

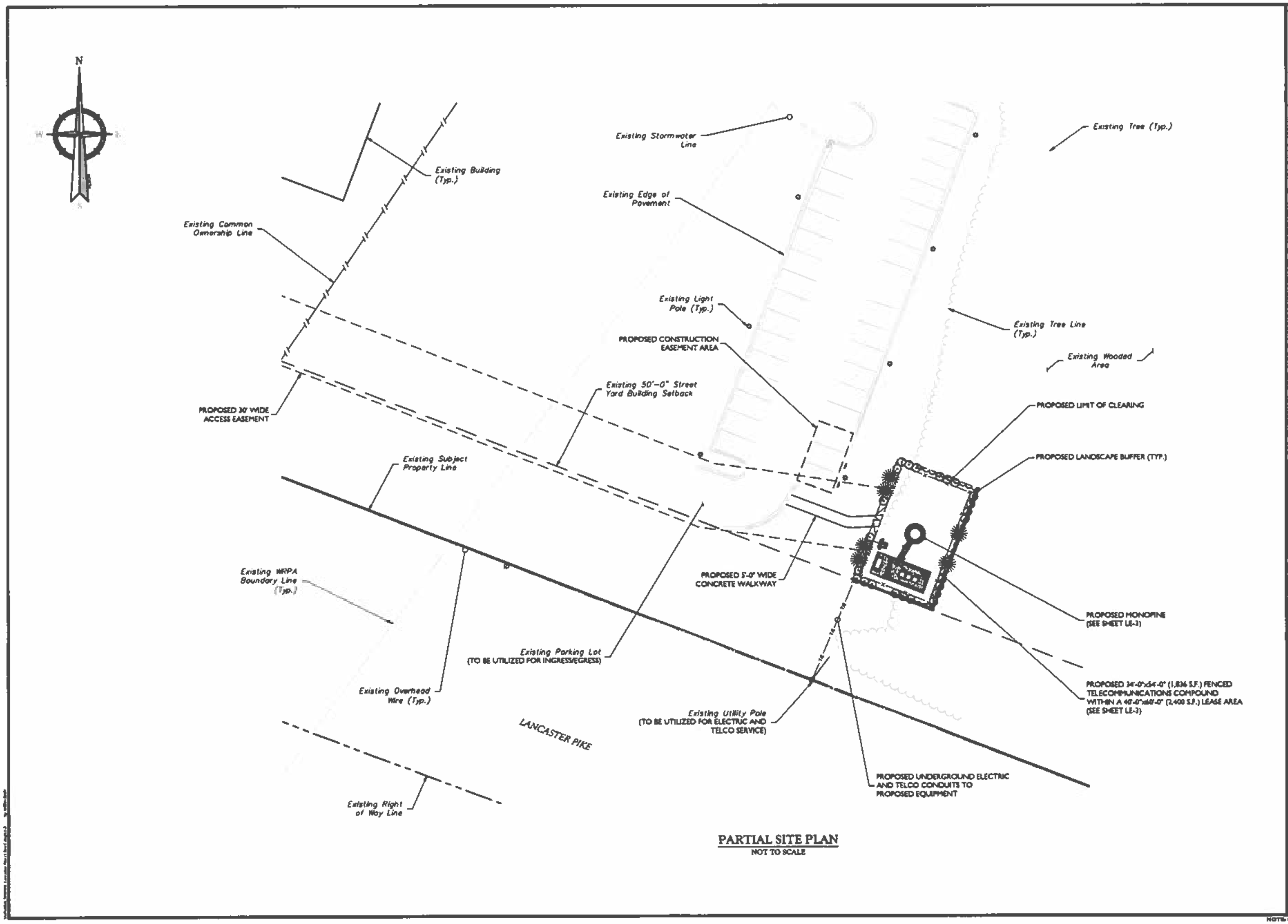
WIL LANCASTER PIKE
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

SITE PLAN

LE-1

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

R24-160



PARTIAL SITE PLAN

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

verizon

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 3
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

AS SHOWN

24900006

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
C	[illegible]	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]
A	[illegible]	[illegible]	[illegible]	[illegible]

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:

WIL LANCASTER PIKE

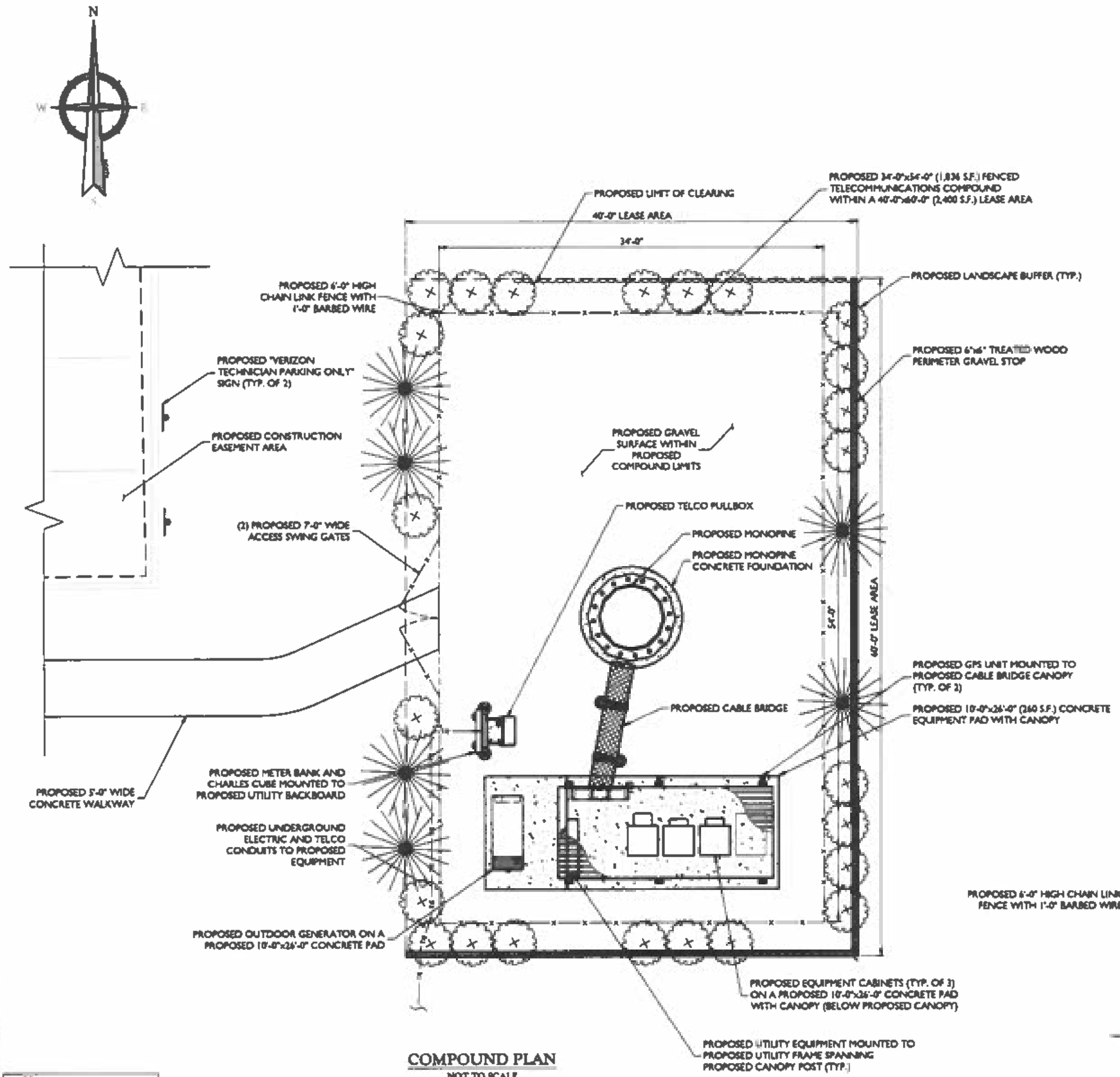
7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

PARTIAL SITE PLAN

LE-2

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

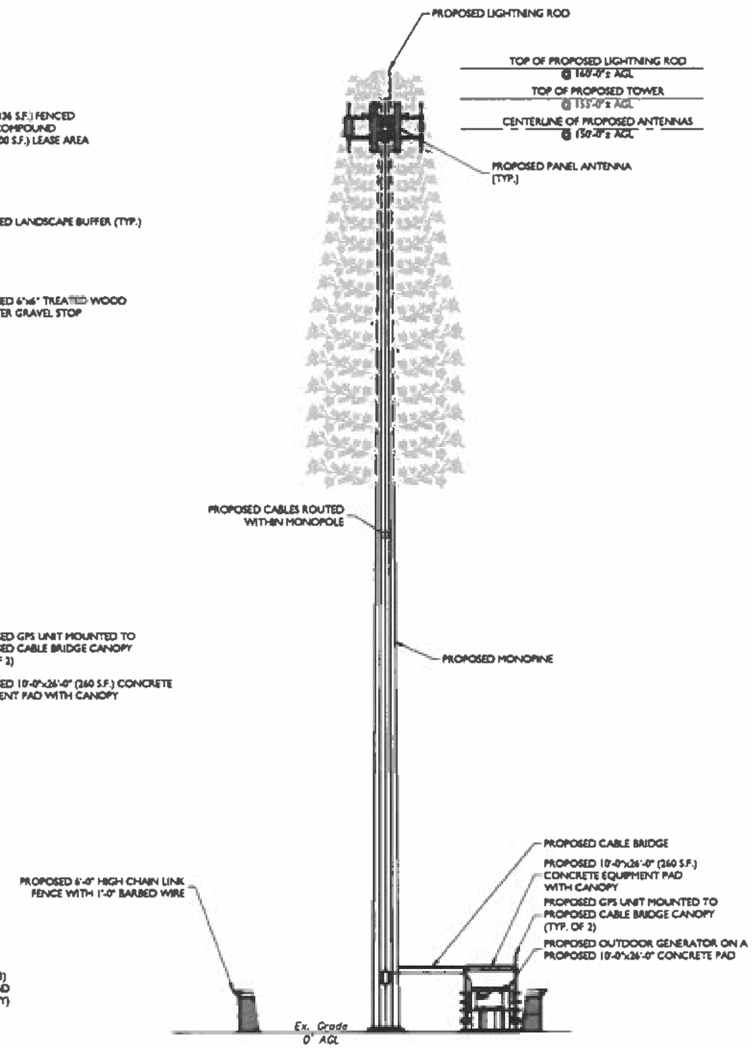


COMPOUND PLAN

NOT TO SCALE

NOTE:

TREES AND BRUSH TO BE CLEARED WITHIN THE LIMITS OF THE PROPOSED COMPOUND.



ELEVATION VIEW

NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER

verizon

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

512 TOWNSHIP LINE ROAD
BUILDING 2, FLOOR 2
BLUE BELL, PA 19422

811 Know what's below. Call before you dig.

PROTECT YOURSELF

AS SHOWN

24960006

REV	DATE	DESCRIPTION	[illegible]	[illegible]
C	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
B	[illegible]	ISSUED FOR LEASING	[illegible]	[illegible]
A	[illegible]	ISSUED FOR REVIEW	[illegible]	[illegible]

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:

WIL LANCASTER PIKE

7259 LANCASTER PIKE
HOCKESSIN, DE 19707
NEW CASTLE COUNTY

Colliers Engineering & Design

COMPOUND PLAN AND ELEVATION VIEW

LE-3

NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

ACKNOWLEDGMENT

State of ____________)

:ss.:

County of __________)

On this _________ day of _____________________, 202_, before me, the undersigned personally appeared _____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as ____________________________, that by his/her signature on the instrument, the individual, or the entity, Cellco Partnership d/b/a Verizon Wireless, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the municipality of ____________________, County of _______________ State of ____________________.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year first above written.

____

Notary Public of ________________

ACKNOWLEDGMENT

STATE OF _____________ :

:SS.:

COUNTY OF________________:

On this _____ day of ______________, 20__, before me appeared ______________________ ______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the entity, TODE, LLC, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the municipality of ____________________, County of_________________, State of _________________________.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first as above written.

____

Notary Public of ________________

Prime Sponsor(s): Mr. Timothy Sheldon
Requested by: Public Works
Date of introduction: August 27, 2024

RESOLUTION NO. 24-161

APPROVING THE RECREATIONAL PROPERTY TAX EXEMPT STATUS OF THE MAPLE VALLEY SWIM CLUB LOCATED AT 8 OLD POSSUM PARK ROAD, NEWARK, DELAWARE TAX PARCEL NO. 08-053.00-039

WHEREAS, Article VIII, Section 1 of the Delaware Constitution of 1897 authorizes counties to exempt from county taxation such property in their respective jurisdictions that, in their opinion, will best promote the public welfare; and

WHEREAS, in accordance with this authorized power, New Castle County enacted Section 14.06.601 of the *New Castle County Code*, which provides an exemption from county taxation for recreational property – meaning property used primarily for recreational purposes and owned and operated by a community chest, fund, foundation, or corporation and meeting nine criteria, the first seven of which are determined as a matter of law and fact by the Office of Finance, Assessment Division, and Office of Law, can be exempt from taxation; and

WHEREAS, the eighth criterion is a finding by the Department of Public Works that the property is suitable for recreational use and consistent with the recreational needs of the County; and

WHEREAS, the ninth and final criterion for exemption of taxation is a review by County Council of the impact of the exemption on the assessment roll and consideration of other facts deemed important; and

WHEREAS, the Assessment Division and the Office of Law determined that the application has met the requirements of New Castle County Code Section 14.06.601(A)-(G) as follows: (A) the owner is qualified as an exempt organization under Section 501(c) of the Internal Revenue Code of 1986 as amended; (B) no part of the net earnings of the owner inures to the benefit of any private shareholder or individual; (C) the property is used for the operation of the exempt activity and does not exceed an amount of property reasonably necessary for the accomplishment of the exempt activity; (D) the property is not used by the owner or other person to benefit any officer, trustee, director, shareholder, member, employee, contributor, or bondholder of the owner or operator or any other person through the distribution of profits or the payment of excessive charges or compensation; (E) the property is used for recreational purposes, and, upon liquidation, dissolution or abandonment of the owner, none of the assets of the owner will inure to the benefit of anyone except a community chest, fund, foundation, government or governmental agency, or corporation organized and operated for charitable or religious purposes; (F) the use of the property is open to the public regardless of sex, race, creed, color or national origin; and (G) the fees and charges for the use of such property and the facilities thereon are such that people of low income will not be denied the privileges and benefits provided by such property (the Maple Valley Swim Club represents that opportunities, sliding-scale payment, and payment assistance are available to low-income families); and

WHEREAS, the Assessment Division and Office of Law forwarded the subject application to the Department of Public Works which, pursuant to Section 14.06.601(H), in turn advised the Sponsor through the Clerk of Council that the property is suitable for recreational use and that such use is consistent with the recreational needs of the County; and

WHEREAS, the sponsoring Council Member reviewed the impact of an exemption on the assessment roll, and other facts, and determined that the exempt status should be granted pursuant to Section 14.06.601(I) and presented the same to the body of Council.

NOW, THEREFORE, BE IT RESOLVED BY AND FOR THE COUNTY OF NEW CASTLE:

That County Council hereby approves the recreational property tax exemption request for the property owned by the Maple Valley Swim Club located at 8 Old Possum Park Rd, Newark, Delaware, Tax Parcel No. 08-053.00-039, with an effective date of March 10, 2024.

Adopted by County Council of
New Castle County on:

____
Karen Hartley-Nagle
President of County Council
of New Castle County

SYNOPSIS: Same as title.

FISCAL NOTE: This Resolution, if approved, will exempt Tax Parcel No. 08-053.00-039 from paying annual county real estate taxes effective March 10, 2024. The estimated fiscal impact for FY2024 is $358.27 and FY2025 based on proposed tax rate will be $1,152.15. All amounts are county taxes only and do not include school taxes due.

MATTHEW MEYER
COUNTY EXECUTIVE

WILSON B. DAVIS
COUNTY ATTORNEY

87 READS WAY
NEW CASTLE, DE 19720
(302) 395-5130
nccde.org

OFFICE OF LAW

April 3, 2024

<u>Via Electronic Mail at *maplevalleyswimclub@gmail.com* and First Class Mail</u>
Kristen Scully, Board President
Maple Valley Swim Club
PO Box 7654
Newark, DE 19714

RE: Application for Recreational Property Tax Exemption

Address:	Tax Parcel No.:
8 Old Possum Park Rd Newark, DE 19711	08-053.00-039

Dear Ms. Scully:

The New Castle County Office of Finance, Division of Assessment ("Assessment"), and New Castle County Office of Law ("Office of Law") have reviewed the application filed on behalf of **The Maple Valley Swim Club** (the "Owner") for a recreational property tax exemption for the above-noted parcel (the "Property"). Based upon our review, we conclude that the Delaware Code provisions for a recreational tax exemption are not satisfied. However, because subsections A through G of *New Castle County Code* § 14.06.601 are met as of March 10, 2024, a copy of this determination letter and the application file are being forwarded to the Department of Public Works to make a recommendation to the Clerk of County Council, after which County Council will determine whether to grant a recreational exemption effective March 10, 2024.

I. Facts[1]

The Owner acquired the Property on or about November 10, 1999.[2] New Castle County received the tax exemption application on June 20, 2023. In connection with the application, the Owner submitted the following documents: a determination letter from the Internal Revenue Service finding that the Owner is exempt from federal taxation pursuant to Section 501(c)(7) of the Internal Revenue Code, a certificate of incorporation; bylaws; Revival of Charter; Deed, email

---

[1] Unless otherwise stated, all facts are based upon the Owner's representations in the application materials it submitted and publicly available information.

[2] *See* Deed recorded in Book 2798, Page 0334, *see* also Book U65; Pages 488 and 495.

to Wilson Davis regarding billed School Taxes; and IRS Form 990N for 2021. The Office of Law also engaged in communications with the Owner to obtain additional information to assist in understanding the factual basis for the application.

The Owner is a Delaware non-profit, non-stock corporation established in 1960 to "promote the health and general welfare of its membership, and in pursuance thereof to construct, own, and operate a swimming pool and other recreational facilities."[3] Additional facts are discussed below in connection with the analysis of the tax exemption application.

II. Burden and Standard of Proof

The property owner bears the burden of proving eligibility for a property tax exemption.[4] As a general rule, property will be considered taxable until the property owner "clearly and convincingly" establishes that the property owner meets the requirements for exemption.[5] Because taxation is the rule and exemption the exception, a claim of exemption on a recreational basis will be strictly construed against the property owner.[6]

III. Analysis

A. Delaware Code Analysis

The Delaware Code creates a recreational tax exemption for "civic organizations" that own "parkland." Specifically, 9 *Del. C.* § 8110(b) states: "[n]o parkland owned by a civic organization shall be liable to taxation and assessment for public purposes by any county or other political subdivision of the State or county."

Civic organizations and parkland are defined in 9 *Del. C.* § 8110(a). That subsection states:

(a) As used in this section:

---

[3] Certificate of Incorporation, para. 3; Bylaws, Art. II, Sec. 2.1.

[4] *Stirlith Bros. Co. v. Mayor and Council of Wilmington,* 189 A. 880, 881 (Del. Ch. 1937) ("The burden is on the land owner to prove every fact essential to show the exempt status of his land.") (cited by *Reinvestment II LLC v Bd. of Assessment Review of New Castle Cnty.*, 2013 WL 5496778, at *2 n.33 (Del. Super. Sept. 20, 2013)); *see also New Castle County Code* § 14.06.1102.

[5] 16 McQuillen, *Law of Municipal Corporations* (3d Ed.), § 44.84 at p. 296; *W. Mass. Lifecare Corp. v. Bd. of Assess. of Springfield*, 747 N.E.2d 97, 101-102 (Mass. 2001).

[6] *Milford Housing Dev. Corp. v. New Castle County Office of Fin.,* 2016 WL 5852468, at *4 (Del. Super. June 30, 2016) ("[s]tatutory exemptions from taxation are strictly construed [according to the statutory language] and any doubt is resolved in favor of the public and against the claimed exemption.") (quoting *Univ. of Delaware v. New Castle County Dep't of Land Use*, 2003 WL 220509, at *5 (Del. Super. Jan. 30, 2003)). *Accord Banks v. Wilmington Terminal Co.,* 24 A.2d 592, 596 (Del. Super. 1941), *aff'd*, 28 A.2d 616 (Del. 1942); *Mayor and Council of Wilmington v. Riverview Cemetery*, 190 A. 111, 113 (Del. Super. 1937).

(1) The term "civic organization" shall be defined as any nonprofit organization that is the owner of parkland, as defined herein, provided that:

a. The organization is not organized for profit or is qualified as an exempt organization under § 501(c) of the Internal Revenue Code of 1954 [26 U.S.C. § 501(c)], as amended;

b. No part of the net earnings of the organization inures to the benefit of any private shareholder or individual; and

c. Upon liquidation or dissolution of the organization, or abandonment by the organization, none of the assets of the organization or benefits from its property will inure to the benefit of any person or organization except a community chest, fund, foundation, government, governmental agency, civic organization, maintenance corporation or other nonprofit organization.

(2) The term "parkland" shall be defined as real property, including improvements erected thereon and fixtures attached thereto, used primarily for recreational purposes and dedicated as parkland, public open space, private open space or other public use on a recorded subdivision plan, or through valid and binding restrictive covenants, provided that:

a. The property is not used by the civic organization or by any other person so as to benefit any officer, trustee, director, shareholder, member, employee, contributor or bondholder of the organization or operator or any other person through the distribution of profits or the payment of excessive compensation;

b. The property is used for recreational purposes; and

c. The use of the property is open, without charge, to the public, or to members of the civic organization, or to the residents of the neighborhood, or to residents of the community or to residents of the subdivision in which the property is located, regardless of sex, race, creed, color or national origin. [7]

Therefore, the Delaware Code legal framework requires the Owner to show that it is a "civic organization," and that the Property is "parkland." We now apply this legal framework to the facts here.

---

[7] The Delaware Code requirements for real property to be "parkland" for exemption purposes are different from whether that property is zoned as parkland.

1. The Owner is a civic organization.

The Owner is qualified as an exempt organization under Section 501(c)(7) of the Internal Revenue Code. Thus, the Owner meets the first statutory criterion stated in 9 *Del. C.* § 8110(a)(1)a.

The Owner's certificate of incorporation states that "The Corporation is not organized for pecuniary profit and shall not have any capital stock."[8] The Owner's certificate of incorporation also provides "that any property received by this corporation shall be used in furthering the objects of the corporation as herein set forth."[9]

In the application, the Owner affirms that the funds of the organization are not used to benefit any officer, trustee, director, shareholder, member, employee, contributor, or bondholder of the Owner or any other person through the distribution of profits or the payment of compensation. The quoted language from the certificate of incorporation, coupled with the Owner's affirmation, satisfies the second statutory criterion stated in § 8110(a)(1)b.

With respect to the third statutory criterion that addresses distribution of assets upon dissolution, according to Article V, Section 5.B of the Owner's Bylaws (revised March 10, 2024), upon dissolution, the remaining assets of the organization will go only to nonprofit organizations or the state for public purposes.[10] The amended bylaws provision satisfies § 8110(a)(1)c. Therefore, as of March 10, 2024, the Owner has satisfied its burden to show that it is a "civic organization" within the meaning of 9 *Del. C.* § 8110(a)(1).

2. The Property is not Parkland.

The Owner has not satisfied its burden to demonstrate that the Property is parkland as defined by 9 *Del. C.* § 8110(a)(2). The Club has demonstrated that the Property is used primarily for recreational purposes. There is, however, no evidence that the Property meets the requirement that it be "dedicated as parkland, public open space, private open space or other public use on a recorded subdivision plan, or through valid and binding restrictive covenants." Therefore, the prefatory paragraph of 9 *Del. C.* § 8110(a)(2) is not satisfied.

The Owner has affirmed that the property is not used by the Owner or by any other person so as to benefit any officer, trustee, director, shareholder, member, employee, contributor or

---

[8] Certificate of Incorporation, Paragraph. IV.

[9] Certificate of Incorporation, Paragraph III.

[10] By-Laws of The Maple Valley Club, Inc. Art. V, Sec. 5.B. The provisions in this section describe the conditions of which certain bonds predating the Owner's current organizational status will be redeemed prior to or during the Owner's dissolution. This type of bond certificate issued to the bond holders found on the Owner's Bond Holder Redemption List as of November 24, 2009 are debt obligations of Owner, such that payment of them before or upon dissolution is not a distribution of assets and does not invalidate this third statutory criterion.

bondholder of the organization or operator or any other person through the distribution of profits or the payment of compensation. The Property is used for recreational purposes as a private community pool. Consequently, Sections 8110(a)(2)a. and b. are satisfied.

The use of the Property, however, is not "open, *without charge*, to the public, or to members of the civic organization, or to the residents of the neighborhood, or to residents of the community or to residents of the subdivision in which the property is located . . . ."[11] The Owner is a members-only swim club whose membership is granted through the purchase of a one-time, non-refundable membership certificate or as a seasonal associate member.[12] Each member also pays an annual membership fee and maintenance fee, which is $450 and $500, respectively, for a single member for the year of 2024. There are additional fees for additional adults and children in the same household with rates set according to the bylaws and posted on the Owner's website.[13] Consequently, Section 8110(a)(2)c. is not satisfied.

Because each subsection of the applicable Delaware Code statute is not satisfied, the County concludes the Owner has not met its burden of proving entitlement to a recreational exemption under State law.

B. New Castle County Code Analysis

The New Castle County Code also creates a tax exemption for recreational property. This legal basis is distinct from that of the Delaware Code. Section 14.06.601 of the County Code provides:

> As used in this Division, the term "recreational property" means property used primarily for recreational purposes and owned and operated by a community chest, fund, foundation, or corporation. Recreational property shall be exempt from all real property taxes, provided that:
>
> A. The owner is not organized for profit or is qualified as an exempt organization under Section 501(c) of the Internal Revenue Code of 1986, as amended from time to time.
>
> B. No part of the net earnings of the owner inures to the benefit of any private shareholder or individual.
>
> C. The property is used for the actual operation of the exempt activity and does not exceed an amount of property reasonably necessary for the accomplishment of the exempt activity.

---

[11] 9 *Del. C.* § 8110(a)(2)c. (emphasis added).

[12] The purchaser of a membership certificate becomes a bondholder. This bond is not refundable. A bondholder is allowed voting privileges for the Club.

[13] https://maplevalleyswimclub.org/membership/ (Last visited March 18, 2024).

D. The property is not used by the owner or by any other person so as to benefit any officer, trustee, director, shareholder, member, employee, contributor, or bondholder of the owner or operator, or any other person through the distribution of profits or the payment of excessive charges or compensation.

E. The property is used for recreational purposes and upon liquidation, dissolution, or abandonment of the owner none of the assets of the owner or benefits from the property will inure to the benefit of anyone except a community chest, fund, foundation, government or governmental agency, or corporation organized and operated for charitable or religious purposes.

F. The use of such property is open to the public regardless of sex, race, creed, color, or national origin.

G. The fees and charges for the use of such property and facilities thereon are such that people of low income will not be denied the privileges and benefits provided by such property.

H. The Department of Public Works has filed with the Clerk of Council its recommendations as to the suitability of such property for recreational use and as to whether such use would be consistent with the recreational needs of the County.

I. County Council has by passage of a resolution granted such exemption after reviewing its impact upon the assessment roll and the recommendation of the Department of Public Works.

If Assessment and Law determine that subsections A through G of *New Castle County Code* § 14.06.601 have been satisfied, Law then forwards the application to the Department of Public Works ("Public Works") for its recommendation "as to the suitability of such property for recreational use and as to whether such use would be consistent with the recreational needs of the County."[14] Public Works files its recommendation with the Clerk of Council.[15] County Council then considers whether to pass a resolution granting a recreational exemption after reviewing its impact upon the assessment roll and the recommendation of Public Works.[16] This letter now analyzes whether the terms of subsections A through G stated above are satisfied:

For the reasons previously discussed in connection with the state recreational exemption requirements, the Owner has established subsections A, B, D and E are met as of March 10, 2024.

---

[14] *New Castle County Code* § 14.06.1107.

[15] *New Castle County Code* § 14.06.601(H).

[16] *New Castle County Code* § 14.06.601(I).

With respect to subsection C, the Property consists of 4.36 acres containing: a pool with the main pool building with bathrooms and the pool pump house that comprise about one acre; an dedicated parking space on approximately an acre; and the surrounding acreage has been and will continue to be dedicated forest space. The size of the Property does not exceed an amount reasonably necessary to achieve the purpose of a recreational pool facility since the balance of the Property is functionally parkland. Subsection C is satisfied.

Subsection F requires that the "use of such Property is open to the public…." The Owner has affirmed that use of the Property is open to the public regardless of sex, race, creed, color, or national origin. Subsection F is satisfied.

With respect to subsection G's low-income provision, the Owner provides several avenues so that the membership costs do not operate as a barrier to all low-income applicants. The Owner has a sliding-scale payment option and payment assistance on an as needed basis.[17] The Owner also allows for volunteerism to waive the maintenance fee associated with membership.[18] And, the Owner's website shows both a senior and a military discount.[19] These provisions are sufficient to allow people of low income to enjoy the privileges and benefits provided by the Property.

In conclusion, the Property satisfies subsections A through G of the New Castle County Code recreational property exemption as of March 10, 2024.

Assessment and Law will forward this application to Public Works for its recommendation to County Council "as to the suitability of such property for recreational use and as to whether such use would be consistent with the recreational needs of the County."[20]

IV. Right to Appeal

This Owner may appeal to the Board of Assessment Review (the "Board") from any portion of this opinion relating to the exemption determination by which it might feel aggrieved.[21] Please note that the Board is bound by the same legal constraints as the Office of Law. The Board cannot disregard applicable law or grant an application out of mere sympathy for the Owner.[22]

---

[17] *Ibid.*

[18] *Ibid.*

[19] Membership – Maple Valley Swim Club (last visited March 18, 2024).

[20] *New Castle County Code* § 14.06.1107.

[21] *New Castle County Code* § 14.06.1111; *Bd. of Assess. Rev. of New Castle County R. of Proc.*, Art. II, § 2. The Board's *Rules of Procedure* are available online at http://nccde.org/DocumentCenter/View/1063.

[22] *See, e.g.*, *New Castle County Code* § 14.06.1111(C); *New Castle County v. Moore,* 1984 WL 1076099, at *1-2 (Del. Super. May 24, 1984).

Any appeal must be received by the Board within 30 days from the date of this letter.[23] Any appeal must be filed on the Board form entitled "Appeal of Exemption Removal or Denial," which may be obtained from Assessment.[24] You may reach Assessment at (302) 395-5520. If you choose to appeal, please complete the entire form. You should present a written statement providing the full basis for your appeal and provide all supporting documents you intend to present at the hearing.[25] Please also identify who the County should contact about the appeal.

V. Conclusion

In this letter, we conclude that the Owner has established that, as of March 10, 2024, it meets the criteria of *New Castle County Code* §§ 14.06.601(A)-(G) with respect to the Property. Consequently, I am forwarding the Owner's application to Public Works to consider the application for a recreational property tax exemption. If, after reviewing this letter, you have any questions, please feel free to contact me at Michael.Gordon@newcastlede.gov.

Sincerely,

/s/ Mike Gordon

Mike Gordon
Assistant County Attorney

cc: John Avera, Treasury Supervisor (via email)
Gale Taylor, Treasury Specialist (via email)
Rafat Kille, Property Assessment Administrator (via email)
Lauren Arthur, Assessment Analyst (via email)
Erin Drysdale, Assessment Analyst (via email)
Rachel Sacher, Assessment Technician (via email)

---

[23] *New Castle County Code* § 14.06.1111(A). Penalties upon unpaid tax amounts will continue to accrue during the pendency of the appeal.

[24] *See, e.g.*, 9 *Del. C.* § 8311(a); *Bd. of Assess. Rev. of New Castle Cnty. R. of Proc.*, Art. VI, § 4.

[25] *Bd. of Assess. Rev. of New Castle Cnty. R. of Proc.*, Art. VI, § 6(c).

MATTHEW MEYER
COUNTY EXECUTIVE

YVONNE A. GORDON
ACTING GENERAL MANAGER

DEPARTMENT OF PUBLIC WORKS
187-A OLD CHURCHMANS ROAD
NEW CASTLE, DE 19720
(302) 395-5700

MEMORANDUM

TO: Nellie Hill
Clerk of Council

FROM: Yvonne A. Gordon Yvonne A. Gordon/AGM
Acting General Manager, Department of Public Works

SUBJECT: Recreational Property Tax Exemption
Maple Valley Swim Club
Tax Parcel No.: 08-053.00-039

DATE: August 8, 2024

In accordance with the *New Castle County Code* ("Code") Section 14.06.601(H), the Department of Public Works ("Department") must review recreational property tax exemption applications and file its recommendation with the Clerk of Council "as to the suitability of such property for recreational use and as to whether such use would be consistent with the recreational needs of the County."

The New Castle County Office of Finance, Division of Assessment and the New Castle County Office of Law provided the Department information regarding Maple Valley Swim Club's application for a recreational property tax exemption for tax parcel number 08-053.00-039 (the "Property") and its determination letter dated April 3, 2024. The following information was gathered by the Department:

- The Maple Valley Swim Club ("Maple Valley") provides a recreational opportunity not offered by the County in this area.
- The Maple Valley is open to anyone regardless of race, sex, creed, color, national origin.
- Maple Valley offers grants and payment assistance for low-income families.
- A review of the site determined that the Property consists of an L-shaped adult pool, basketball court, horseshoe pits, volleyball, tetherball, toddler area, picnic area, and a snack bar. The Property is used for the actual operation of the swim club and its amenities.

Given the above information, the Department believes the Property is suitable for recreational use and believes that the recreational use established at the Property by Maple Valley is consistent with the recreational needs of the County.

cc: Council President Karen Hartley-Nagle
Councilman Timothy Sheldon
Victoria Ford, Accounting & Fiscal Manager
Mike Gordon, Assistant County Attorney
Aysha L. Gregory, Assistant County Attorney

Prime Sponsor(s): Ms. Durham, Mr. Smiley
Requested by: County Council
Date of introduction: July 23, 2024

ORDINANCE NO. 24-124

AMEND THE FY2025 CAPITAL PROGRAM AND BUDGET: TRANSFER $500,000 FROM THE AGRICULTURAL PRESERVATION CAPITAL PROJECT TO THE OPEN SPACE PRESERVATION CAPITAL PROJECT

WHEREAS, New Castle County has established a goal of protecting at least 30% of the County's total land area as open space over the next 30 years; and

WHEREAS, currently, the County's total of preserved land area falls significantly below this target, with the current total of preserved acres constituting approximately 27% of the County land mass; and

WHEREAS, the County's open space preservation spending needs to be increased substantially to achieve the stated goal of preserving 30% of the total land area in the County; and

WHEREAS, approximately 7,100 acres need to be protected to meet the 30% goal; and

WHEREAS, as development pressures and land values increase, it is unlikely that much land will remain to be preserved in 30 years, and, thus, it is imperative that preservation efforts increase in earnest; and

WHEREAS, the Agricultural Preservation Capital Project has a substantial unused balance that carries over from year to year; and

WHEREAS, the State Agricultural Preservation Program matches only up to $1 million in County funds each year; and

WHEREAS, unused monies in the Agricultural Preservation Capital Project fail to capture matching state funding and, consequently, are not maximizing land preservation potential and use of these funds; and

WHEREAS, funds in the Open Space Preservation Capital Project are not restricted to protecting only agricultural lands and, thus allow more flexibility in protecting open space of all types in seeking to achieve the County's open space preservation goal, and

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2024, is hereby amended by deleting the material stricken and adding the material underscored on the attached "Exhibit A."

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2024 is hereby amended by deleting the material stricken and adding the material underscored on the attached "Exhibit B".

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in *9 Del. C. § 1156.*

Adopted by County Council
of New Castle County on:

____
Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

____
Matthew Meyer
County Executive
of New Castle County

SYNOPSIS: This Ordinance, if approved, will amend the FY2025 Approved Capital Budget by transferring $500,000 from the Agricultural Preservation Capital Project to the Open Space Preservation Capital Project. These funds are needed to fund the purchase of open space as committed to by the County in its Comprehensive Plan.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2025 Approved Capital Budget by transferring $500,000 from the Agricultural Preservation Capital Project to the Open Space Preservation Capital Project. These funds are needed to fund the purchase of open space as committed to by the County in its Comprehensive Plan.

The revised FY2025 Approved Capital Budget will remain $34,207,715. Fiscal impact for future years will be determined on an as-needed basis. Upon passage of this Ordinance, the Agricultural Preservation Capital Project and the Open Space Preservation Capital Project cash balance will be $4,584,613.62 and $3,664,605.93, respectively.

24-124

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2025

DEPARTMENT OF ADMINISTRATION

Firewall Replacement	$	425,000
Reassessment 2024		5,000,000
Subtotal	$	5,425,000

DEPARTMENT OF COMMUNITY SERVICES

Appoquinimink Library	$	54,482
Glasgow Library		150,000
Newark Library		4,700,000
Rockwood Museum		175,000
Surratte Pool Renovations		50,000
Subtotal	$	5,129,482

DEPARTMENT OF PUBLIC SAFETY

Public Safety Equipment	$	136,000
Public Safety Vest Protection Program		264,515
Subtotal	$	400,515

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Electric Vehicle Infrastructure	$	2,019,708
Fleet Equipment 2022		(450,000)
Fleet Equipment 2023		(1,900,000)
Fleet Equipment 2024		49,590
Fleet Equipment 2025		6,510,906
Subtotal	$	6,230,204

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2025

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks

Agricultural Preservation	~~1,500,000~~	$ 1,000,000
Bechtel Park Improvements		2,250,000
Game Court Improvements Pre-2021		(106,744)
Game Court Improvements 2021		181,744
General Parkland Improvements 2024-2025		750,000
Greenway Systems		1,000,000
Open Space Preservation	~~1,000,000~~	1,500,000
Southern Regional Park		4,400,000
Subtotal	~~10,975,000~~	$ 10,975,000

Sewer/Stormwater

Airport Road System Rehabilitation	$ 2,500,000
Brandywine Hundred South Rehabilitation Phase I	(450,000)
Christiana Pump Station Upgrade	(500,000)
Christina River Force Main	1,000,000
Countywide Drainage Problems	(500,000)
Delaware City Industrial Sewer Expansion	(2,500,000)
Delaware City Treatment Plant Rehab	(500,000)
DelDOT Coordination Project 2021	(500,000)
General Sewer Improvements	1,000,000
Glasgow Area Sewer Improvements	(400,000)
Holloway Terrace Outfall Replace	(1,000,000)
Public Works Complex	400,000
Pump Station Rehab 2024-2025	500,000
Septage Receiving Station Ugprade	300,000
Sewer Fleet Equipment 2022	(3,051)
Sewer Fleet Equipment 2023	(764,800)
Sewer Fleet Equipment 2025	2,665,366
Sewer Repairs and Rehabilitation 2024-2025	2,000,000
Stormwater Basin Renovation II	1,500,000
Terminal Avenue System Rehabilitation	(500,000)
Water Farm #1 System Rehabilitation	300,000
Water Quality Improvement Plans	2,400,000
White Clay System Rehabilitation	4,100,000
Subtotal	$ 11,047,515
CAPITAL BUDGET TOTAL	**$ 39,207,715**

Project Name (Number): Agricultural Preservation (C300330)

Description: Acquire land or development rights for unincorporated New Castle County.

Council Districts: All

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizations	$ 14,246,024	$ -	$ -	$ 4,502,600	$ 18,748,624
FY2025		-	-	~~1,500,000~~	~~1,500,000~~
				1,000,000	1,000,000
FY2026		-	-	1,500,000	1,500,000
FY2027		-	-	1,500,000	1,500,000
FY2028		-	-	1,500,000	1,500,000
FY2029		-	-	1,500,000	1,500,000
FY2030		-	-	1,500,000	1,500,000
Future Years	-	-	-	1,500,000	1,500,000
Total	**$ 14,246,024**	**$ -**	**$ -**	**~~$ 15,002,600~~**	**~~$ 29,248,624~~**
			$ -	**$ 14,502,600**	**$ 28,748,624**
Available Authorizations:	**$ 4,630,776**				
Available Funding:	**$ 4,630,776**				
Operating Budget Impact:	**$ -**				

**Available Authorizations / Funding as of February 29, 2024, net of obligations.*

FY2025 Activity:

Partner with State of Delaware to acquire land and/or development rights in unincorporated New Castle County.

Future Activity:

Continue to acquire land and/or development rights in unincorporated New Castle County.

Project Name (Number): Open Space Preservation (C302201)

Description: Acquire properties and/or easements for the protection of natural resources and conservation land.

Council Districts: All

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizations	$ -	$ -	$ -	$ 3,275,000	$ 3,275,000
FY2025		-	-	~~1,000,000~~	~~1,000,000~~
				1,500,000	1,500,000
FY2026		-	-	1,000,000	1,000,000
FY2027		-	-	1,000,000	1,000,000
FY2028		-	-	1,000,000	1,000,000
FY2029		-	-	1,000,000	1,000,000
FY2030		-	-	1,000,000	1,000,000
Future Years	-	-	-	1,000,000	1,000,000
Total	**$ -**	**$ -**	**$ -**	~~**$ 10,275,000**~~	~~**$ 10,275,000**~~
			$ -	**$ 10,775,000**	**$ 10,775,000**
Available Authorizations:		**$ 2,183,000**			
Available Funding:		**$ 2,183,000**			
Operating Budget Impact:		**$ -**			

**Available Authorizations / Funding as of February 29, 2024, net of obligations.*

FY2025 Activity:

Select appropriate acquisitions based on criteria identified in consultation with the Open Space Advisory Board. Purchase of open space as committed to by the County in its Comprehensive Plan.

Future Activity:

Continued coordination with the Open Space Advisory Board on prioritization of county acquisitions.

oPrime Sponsor(s): Mr. Hollins, Mr. Street
Requested by: Community Services
Date of introduction: July 23, 2024

ORDINANCE NO. 24-125

AMEND THE FY2025 CAPITAL PROGRAM AND BUDGET: APPROPRIATE $3,500,000 IN FUNDING RECEIVED FROM THE STATE OF DELAWARE FISCAL YEAR 2025 BOND AND CAPITAL IMPROVEMENTS ACT TO THE DEPARTMENT OF COMMUNITY SERVICES, NEWARK LIBRARY CAPITAL PROJECT

WHEREAS, the Department of Public Safety has received documentation certifying that the State of Delaware Fiscal Year 2025 Bond and Capital Improvements Act (152nd General Assembly, House Bill 475, signed into law June 30, 2024) has appropriated $3,500,000 to New Castle County from the State of Delaware, Department of State; and

WHEREAS, the funding is for the design and construction of a community library in Newark.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Capital Budget Ordinance for the fiscal year beginning July 1, 2024 is hereby amended by deleting the material that is stricken and adding the material that is underscored on the attached Exhibit “A.”

Section 2. The Capital Program Resolution for the fiscal year beginning July 1, 2024 is hereby amended by adding the material on the attached Exhibit “B,” which shall be considered underscored in its entirety.

Section 3. State funding in the amount of $3,500,000 is appropriated to the Department of Community Services, Newark Library Capital Project for the design and construction of a community library in Newark.

Section 3. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided in 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

____

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate $3,500,000 in funding received from the State of Delaware Fiscal Year 2025 Bond and Capital Improvements Act (152nd General Assembly, House Bill 475, signed into law June 30, 2024) to the Newark Library Capital Project for the design and construction of a community library in Newark.

FISCAL NOTE: This Ordinance, if approved, will amend the FY2025 Capital Budget by appropriating $3,500,000 in funding received from the State of Delaware Fiscal Year 2025 Bond and Capital Improvements Act (152nd General Assembly, House Bill 475, signed into law June 30, 2024) to the Newark Library Capital Project.

The revised FY2025 Capital Budget amount for the Newark Library Capital Project will be $8,200,000.

The revised FY2025 New Castle County Capital Budget grand total will be $42,707,715.

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2025

DEPARTMENT OF ADMINISTRATION

Firewall Replacement		$	425,000
Reassessment 2024			5,000,000
Subtotal		$	5,425,000

DEPARTMENT OF COMMUNITY SERVICES

Appoquinimink Library		$	54,482
Glasgow Library			150,000
Newark Library	~~4,700,000~~		8,200,000
Rockwood Museum			175,000
Surratte Pool Renovations			50,000
Subtotal	~~5,129,482~~	$	8,629,482

DEPARTMENT OF PUBLIC SAFETY

Public Safety Equipment		$	136,000
Public Safety Vest Protection Program			264,515
Subtotal		$	400,515

DEPARTMENT OF PUBLIC WORKS

Facilities/Equipment

Electric Vehicle Infrastructure		$	2,019,708
Fleet Equipment 2022			(450,000)
Fleet Equipment 2023			(1,900,000)
Fleet Equipment 2024			49,590
Fleet Equipment 2025			6,510,906
Subtotal		$	6,230,204

EXHIBIT "A"
NEW CASTLE COUNTY
CAPITAL BUDGET - FY2025

DEPARTMENT OF PUBLIC WORKS *(Continued)*

Parks

Agricultural Preservation		$	1,000,000
Bechtel Park Improvements			2,250,000
Game Court Improvements Pre-2021			(106,744)
Game Court Improvements 2021			181,744
General Parkland Improvements 2024-2025			750,000
Greenway Systems			1,000,000
Open Space Preservation			1,500,000
Southern Regional Park			4,400,000
Subtotal		$	10,975,000

Sewer/Stormwater

Airport Road System Rehabilitation		$	2,500,000
Brandywine Hundred South Rehabilitation Phase I			(450,000)
Christiana Pump Station Upgrade			(500,000)
Christina River Force Main			1,000,000
Countywide Drainage Problems			(500,000)
Delaware City Industrial Sewer Expansion			(2,500,000)
Delaware City Treatment Plant Rehab			(500,000)
DelDOT Coordination Project 2021			(500,000)
General Sewer Improvements			1,000,000
Glasgow Area Sewer Improvements			(400,000)
Holloway Terrace Outfall Replace			(1,000,000)
Public Works Complex			400,000
Pump Station Rehab 2024-2025			500,000
Septage Receiving Station Ugprade			300,000
Sewer Fleet Equipment 2022			(3,051)
Sewer Fleet Equipment 2023			(764,800)
Sewer Fleet Equipment 2025			2,665,366
Sewer Repairs and Rehabilitation 2024-2025			2,000,000
Stormwater Basin Renovation II			1,500,000
Terminal Avenue System Rehabilitation			(500,000)
Water Farm #1 System Rehabilitation			300,000
Water Quality Improvement Plans			2,400,000
White Clay System Rehabilitation			4,100,000
Subtotal		$	11,047,515
CAPITAL BUDGET TOTAL	~~39,207,715~~	**$**	**42,707,715**

Project Name (Number): Newark Library (C402301)

Description: Land Acquisition, design and construction of a community library in Newark.

Council Districts: 5

Funding Schedule

	Bonds	Federal	State	Other	Total
Prior Authorizations	$ 21,700,000	$ -	$ 13,500,000	$ 1,000,000	$ 36,200,000
FY2025	1,700,000	-	~~3,000,000~~	-	~~4,700,000~~
			6,500,000		8,200,000
FY2026		-		-	-
FY2027		-	-	-	-
FY2028		-	-	-	-
FY2029		-	-	-	-
FY2030		-	-	-	-
Future Years	-	-	-	-	-
Total	**$ 23,400,000**	**$ -**	**~~$ 16,500,000~~**	**$ 1,000,000**	**~~$ 40,900,000~~**
			$ 20,000,000		**$ 44,400,000**
Available Authorizations:	**$ 28,779,333**				
Available Funding:	**$ (7,420,667)**				
Operating Budget Impact:	**$ 3,740**				

**Available Authorizations / Funding as of February 29, 2024, net of obligations.*

FY2025 Activity:

Complete design of a new two-story (40,000 square foot) regional library in Newark and demolition of the current one-story (27,000 square foot) facility.

Future Activity:

Construction of a new 40,000 square foot regional library in Newark, with an anticipated completion in Fall 2026.

Prime Sponsor(s):	Mr. Hollins, Mr. Street
Requested by:	Community Services
Date of introduction:	July 23, 2024

ORDINANCE NO. 24-126

AMEND THE GRANTS BUDGET: APPROPRIATE $10,818 ADDITIONAL STATE OF DELAWARE GRANT-IN-AID FUNDS TO THE ABSALOM JONES SENIOR CENTER FY2025 GRANT, WHICH WILL BE ADMINISTERED BY THE DEPARTMENT OF COMMUNITY SERVICES, COMMUNITY RESOURCES DIVISION

WHEREAS, original funds from the State of Delaware Grant-In-Aid in the amount of $225,490 was previously approved by New Castle County Council and appropriated to the Absalom Jones Senior Center FY2025 Grant via Ordinance 24-099; and

WHEREAS, authorization is being sought through this Ordinance for the additional appropriation of $10,818 based on the final award allocation of State of Delaware Grant-In-Aid funds to the Absalom Jones Senior Center FY2025 Grant; and

WHEREAS, the Absalom Jones Senior Center provides a variety of services for the elderly in the surrounding community including transportation to the center, adult programs, activities and social services; and

WHEREAS, the County Executive has determined that a grant is anticipated to be received and shall be sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by adding the material on the attached Exhibit "A" which shall be considered underscored in its entirety.

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Section 3. It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2024.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, will appropriate additional State of Delaware Grant-In-Aid funds of $10,818 to the Absalom Jones Senior Center FY2025 Grant for the period July 1, 2024 through June 30, 2025, which will be administered by the Department of Community Services, Division of Community Resources.

The Absalom Jones Senior Center provides a variety of services for the elderly in the surrounding community including transportation to the center, adult programs, activities and social services.

It is the intent of the County Council that the provisions of this Ordinance shall be effective retroactive to July 1, 2024.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating additional State of Delaware Grant-In-Aid funds of $10,818 to the Absalom Jones Senior Center FY2025 Grant for the period July 1, 2024 through June 30, 2025, which will be administered by the Department of Community Services, Division of Community Resources. This additional appropriation brings the Absalom Jones Senior Center FY2025 Grant to $236,308.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget. This increase will affect FY2025 since the targeted program completion date for this grant is June 30, 2025. There is no fiscal impact anticipated beyond FY2025. FY2024 original funding was authorized in the amount of $219,362.

DEPARTMENT: Community Services **EXHIBIT: "A"**

GRANT TITLE: Absalom Jones Senior Center FY2025 **Ordinance No. 24-126**

PROGRAM TITLE: Absalom Jones Senior Center FY2025

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	~~$ 225,490.00~~	$ 10,818.00	$ 236,308.00
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	$ -	$ -	$ -
Total	~~$ 225,490.00~~	$ 10,818.00	$ 236,308.00

Expense	Current	Change	Revised
Salaries and Wages	$ 95,426.00	$ -	$ 95,426.00
Benefits	$ 37,292.00	$ -	$ 37,292.00
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	~~$ 1,100.00~~	$ 1,000.00	$ 2,100.00
Contractual Services	~~$ 91,672.00~~	$ 9,818.00	$ 101,490.00
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 225,490.00~~	$ 10,818.00	$ 236,308.00

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 7/1/2024

Estimated Program Completion: 6/30/2025

The Local Match: **Found in (ORG):**

Ordinance Passed: 24-099 **Date Revised:** 6/11/2024

PROGRAM DESCRIPTION:

The Absalom Jones Senior Center provides a variety of services to the elderly population in the neighboring community including; transportation to the center, adult programs, activities and social services.

~~6/11/2024~~ 7/23/2024

Prime Sponsor(s): Mr. Bell, Ms. Hartley-Nagle
Requested by: Public Safety
Date of introduction: July 23, 2024

ORDINANCE NO. 24-127

AMEND THE GRANTS BUDGET: APPROPRIATE $853,500 TO THE CONTRACTED POLICE DUTY REVOLVING FUND, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

WHEREAS, the Contracted Police Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities, or other government sectors for public safety services on a contractual basis; and

WHEREAS, this legislation recognizes the anticipated reimbursements for police services to be received through June 30, 2025; and

WHEREAS, the County Executive has determined that funds will be received sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by deleting the material bracketed and stricken and adding the material underscored on the attached “Exhibit A.”

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, appropriates $853,500 to the Contracted Police Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Police for police services to be performed on a contractual basis.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $853,500 to the Contracted Police Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Police.

This legislation recognizes the anticipated reimbursements for police services to be received through June 30, 2025 and authorizes the Director of Public Safety to enter into contracts (with individuals, companies, corporations, private entities, or other government sectors for public safety services) on a contractual basis.

The Director of Public Safety with the concurrence of the Chief Financial Officer establishes rates no less than the amount necessary to reimburse for the cost of providing this service. Contracted police services will be administered in a manner that will not interfere with, or reduce, the effectiveness of regular patrol service levels for residents of the County. The Contract Duty Fund rate will be $94.00 per hour which includes the officer and vehicle.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $853,500. This increase will affect FY2025 and beyond, since this is a continuous program.

DEPARTMENT:	Public Safety	**EXHIBIT:**	**"A"**
GRANT TITLE:	Contracted Police Duty Revolving Fund	**Ordinance No.**	24-127
PROGRAM TITLE:	Contracted Police Duty Revolving Fund		

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	~~$ 9,040,451.01~~	$ 853,500.00	$ 9,893,951.01
Total	~~$ 9,040,451.01~~	$ 853,500.00	$ 9,893,951.01

Expense	Current	Change	Revised
Salaries and Wages	~~$ 7,317,730.81~~	$ 763,000.00	$ 8,080,730.81
Benefits	~~$ 361,733.07~~	$ 16,000.00	$ 377,733.07
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ 129.88	$ -	$ 129.88
Contractual Services	~~$ 1,360,857.25~~	$ 74,500.00	$ 1,435,357.25
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 9,040,451.01~~	$ 853,500.00	$ 9,893,951.01

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 9/13/2005

Estimated Program Completion: Ongoing

The Local Match: **Found in (ORG):**

Ordinance Passed:		**Date Revised:**	
05-089	15-061	July 2005	June 2015
06-015	16-062	March 2006	June 2016
06-108	17-059	August 2006	June 2017
07-074	18-067	June 2007	June 2018
08-077	19-060	July 2008	June 2019
11-066	20-073	June 2011	June 2020
12-085	21-080	July 2012	July 2021
13-044	23-100	July 2013	July 2023
14-061		July 2014	

PROGRAM DESCRIPTION:

The Contracted Police Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities or other government sectors for public safety services on a contractual basis.

~~7/25/2023~~ 7/23/2024

Prime Sponsor(s):	Mr. Bell, Ms. Hartley-Nagle
Requested by:	Public Safety
Date of introduction:	July 23, 2024

ORDINANCE NO. 24-128

AMEND THE GRANTS BUDGET: APPROPRIATE $244,149 TO THE CONTRACTED PARAMEDIC DUTY REVOLVING FUND, WHICH IS ADMINISTERED BY THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES

WHEREAS, the Contracted Paramedic Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities, or other government sectors for paramedic services on a contractual basis; and

WHEREAS, this legislation recognizes the anticipated reimbursements for paramedic services to be received through June 30, 2025; and

WHEREAS, the County Executive has determined that funds will be received sufficient to cover the increase in the Grants Budget as hereinafter amended; and

WHEREAS, Council has determined that the provisions of this Ordinance substantially advance, and are reasonably and rationally related to, legitimate government interests (i.e., promoting the health, safety, morals, convenience, order, prosperity and/or welfare of the present and future inhabitants of this State).

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. The Grants Budget as adopted by Ordinance No. 75-173 is hereby amended by deleting the material bracketed and stricken and adding the material underscored on the attached “Exhibit A.”

Section 2. This Ordinance shall become effective immediately upon its adoption by County Council and approval by the County Executive, or as otherwise provided by 9 *Del. C.* § 1156.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This Ordinance, if approved, appropriates $244,149 to the Contracted Paramedic Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Emergency Medical Services for paramedic services to be performed on a contractual basis.

FISCAL NOTE: This Ordinance, if approved, will amend the Grants Budget by appropriating $244,149 to the Contracted Paramedic Duty Revolving Fund, which is administered by the Department of Public Safety, Division of Emergency Medical Services.

This legislation recognizes the anticipated reimbursements for paramedic services to be received through June 30, 2025 and authorizes the Director of Public Safety to enter into contracts (with individuals, companies, corporations, private entities, or other government sectors for paramedic services) on a contractual basis.

The Director of Public Safety with the concurrence of the Chief Financial Officer establishes rates no less than the amount necessary to reimburse for the cost of providing this service. Contracted paramedic services will be administered in a manner that will not interfere with, or reduce, the effectiveness of regular paramedic service levels for residents of the County. The Contract Duty Fund rate will be $68.00 per hour which includes the paramedic and vehicle.

The fiscal impact of this Ordinance, if approved, will be an increase in the authorized spending authority of the Grants Budget of $244,149. This increase will affect FY2025 and beyond, since this is a continuous program.

DEPARTMENT: Public Safety **EXHIBIT:** "A"

GRANT TITLE: Contracted Paramedic Duty Revolving Fund **Ordinance No.** 24-128

PROGRAM TITLE: Contracted Paramedic Duty Revolving Fund

Revenue	Current	Change	Revised
Federal	$ -	$ -	$ -
State	$ -	$ -	$ -
County	$ -	$ -	$ -
Program Income	$ -	$ -	$ -
Other	~~$ 307,540.06~~	$ 244,149.00	$ 551,689.06
Total	~~$ 307,540.06~~	$ 244,149.00	$ 551,689.06

Expense	Current	Change	Revised
Salaries and Wages	~~$ 199,411.41~~	$ 193,717.04	$ 393,128.45
Benefits	~~$ 23,093.09~~	$ 20,631.96	$ 43,725.05
Training/Civic Affairs	$ -	$ -	$ -
Communication/Utilities	$ -	$ -	$ -
Materials/Supplies	$ -	$ -	$ -
Contractual Services	~~$ 85,035.56~~	$ 29,800.00	$ 114,835.56
Equipment	$ -	$ -	$ -
Grants/Fixed Charges	$ -	$ -	$ -
Land and Structures	$ -	$ -	$ -
Contingency	$ -	$ -	$ -
Operating Transfer Charges	$ -	$ -	$ -
Operating Transfer Credits	$ -	$ -	$ -
Total	~~$ 307,540.06~~	$ 244,149.00	$ 551,689.06

SUPPLEMENTAL INFORMATION

Estimated Program Initiation: 1/1/2012

Estimated Program Completion: Ongoing

The Local Match: **Found in (ORG):**

Ordinance Passed: **Date Revised:**

PROGRAM DESCRIPTION:

The Contracted Paramedic Duty Revolving Fund authorizes the Director of Public Safety to enter into contracts with individuals, companies, corporations, private entities or other government sectors for paramedic services on a contractual basis.

~~7/25/2023~~ 7/23/2024

Prime Sponsor: Ms. Kilpatrick
Requested by: Executive Office
Date of introduction: July 23, 2024

ORDINANCE NO. 24-131

TO AMEND *NEW CASTLE COUNTY CODE* CHAPTER 26 (“HUMAN RESOURCES”), ARTICLE 3 (“MERIT SYSTEM”), SECTION 26.03.1403 (“HOLIDAYS”) CONVERTING TWO EXISTING HOLIDAYS TO FLOATING HOLIDAYS AND DECLARING JUNETEENTH AN OFFICIAL HOLIDAY

WHEREAS, converting two holidays to floating holidays will give County employees greater flexibility; and

WHEREAS, in 2020 through 2024, County Executive Matthew Meyer declared Juneteenth a New Castle County holiday in recognition of its historical importance and in 2021, the State of Delaware designated Juneteenth a legal holiday.

NOW, THEREFORE, THE COUNTY OF NEW CASTLE HEREBY ORDAINS:

Section 1. *New Castle County Code* Chapter 26 (“Human Resources”), Article (“Merit System”), Sec. 26.03.1403 (“Holidays”) is hereby amended by adding the language that is underscored and the deletion of the stricken text:

Sec. 26.03.1403. Holidays.

A. The following Holidays shall be holidays with pay:

1. January 1 (New Year’s Day).

2. Martin Luther King’s Birthday.

~~3. Lincoln’s Birthday.~~

4. President’s Day.

5. Good Friday.

6. Memorial Day.

7. Juneteenth

8. Fourth of July (Independence Day).

9. Labor Day.

~~10. Columbus Day.~~

11. Veterans Day.

12. Thanksgiving Day.

13. Friday following Thanksgiving.

14. December 24 (Christmas Eve Day), normal workday before Christmas holiday to end at 12:00 noon.

15. Christmas Day

16. Election Day (Every two (2) years)

B. Effective immediately upon passage of this ordinance, employees shall be granted one (1) floating holiday for 2024 and two (2) floating holidays each subsequent calendar year, starting January 1, 2025. Floating holidays must be taken by December 31st of each calendar year. Unused floating holidays shall not carryover to the next calendar year. Employees shall be paid straight time for floating holidays.

The Office of Human Resources shall promulgate a personnel policy to establish the terms of use for floating holidays.

C. Salaried employees in pay grades 18 and below …

D. When a holiday falls on a regularly assigned day …

E. Whenever a holiday falls on Saturday …

F. Holidays which occur during vacation period …

G. Where administratively possible …

H. In order to receive holiday pay …

I. Employees who have holiday work assignments …

Section 2. This ordinance shall become effective immediately upon its adoption and signature of the County Executive or as otherwise provided in 9 *Del. C.* Section 1156.

Adopted by County Council of
New Castle County on:

Karen Hartley-Nagle
President of County Council
of New Castle County

Approved on:

Matthew Meyer
County Executive
New Castle County

SYNOPSIS: This ordinance, if approved, will amend the *New Castle County Code* Chapter 26, Article 3, Section 26.03.1403, by removing two holidays and converting them to floating holidays, as well as declaring Juneteenth an official New Castle County holiday.

FISCAL NOTE: This ordinance will have a de minimus impact upon the County's operating budget.

Grant Matrix
8/27/24

GRANT APPLICANT	AMOUNT REQUESTED / AMOUNT PROPOSED	INTENDED USE OF GRANT	Standard Accounting Practices/ Non-Discrimination Policy	PRIOR COUNCIL GRANTS IN CURRENT FISCAL YEAR	COUNCIL MEMBER
Delaware Urban Greens	$2500/$2500	Funds will be used to purchase produce for their community refrigerator located inside the Walnut Street YMCA	Yes/Yes	No	Hollins
Brandywine Hundred Fire Company	$2000/$2000	Funds will be used to update their outdoor lighting system to provide a brighter and safer nighttime environment.	Yes/Yes	No	Cartier
Clayton Place Maintenance Corporation	$620/$620	Funds will be used for to repair the stonework in the storm water channel, landscape work in the open space, and to repair the railings along the walkway over the stream that is used to access their open space.	Yes/No	No	Cartier
Newark Union Corporation/ Newark Union Church & Cemetery	$824.87/	Funds will be used to purchase 84 new flags for all veterans that are laid to rest in the cemetery and 9 name plaques for the Revolutionary War Monument and installation.	Yes/Yes	No	Cartier
Arundel Civic Association	$2500/$2500	Funds will be used for ongoing projects of beautification of the development	Yes/No	No	Sheldon
Kappa Mainstream Leadership, Inc.	$2500/$2500	Funds will be used for youth development and enrichment programming.	Yes/Yes	No	Street
Friends of Zoar, Inc.	$2500/$1000	Funds will be used to help restore/refurbish the church and grounds. The building will be available for multiple functions.	Yes/No	No	Bell
Oberle Elementary School-Christina School District	$613.99/ $613.99	Funds will be used to purchase a color printer for the Art Room which will be used for art projects for all grades and to purchase 20 Global Roots Tile Kits.	Yes/Yes	No	Bell

Delaware Chapter of National Black Law Enforcement Executives (NOBLE)	$2500/	Funds will be used to assist with cost associated with their 6th annual charity tournament which benefits the Stephen J. Ballard Scholarship Fund.	Yes/Yes	Yes -last grant was in FY24	Bell
Police and Princess Organization, Inc.	$5000/$5000	Funds will be used to assist with their Police and Princess Ball.	Yes/Yes	No	Bell
Life is Delicious, Inc.	$810/$810	Funds will be used for cost associated with their annual Delaware Veg-Fest.	Yes/Yes	Yes -last grant was in FY23	Tackett/ Hartley-Nagle
Blackbird Community Association	$2500/$2500	Funds will be used to help repair their sewer system.	Yes/No	No	Hartley-Nagle
Delaware Juneteenth Association	$2500/	Funds will be used to fund activities for the 30th year of the DEJA Family Enrichment Programs	Yes/No	No	Hartley-Nagle
Indo American Association of Delaware	$2500/$2500	Funds will be used for cost associated with their annual IndiaFest	Yes/Yes	No	Hartley-Nagle
Nuestras Raices, Inc.	$2500/$2500	Funds will be used for cost associated with their Hispanic Heritage Month parade and celebration.	Yes/Yes	No	Hartley-Nagle