

# City of Milford



## AGENDA

Council Meeting

January 28, 2013

Milford City Hall - Joseph Ronnie Rogers Council Chambers - 201 South Walnut Street, Milford, Delaware

7:00 P.M.

PUBLIC HEARING

Community Development Block Grant Program - Sussex & Kent County - Fiscal Year 2013

Adoption of Resolutions 2013-2; 2013-3; 2013-4; 2013-5; 2013-6

WORKSHOP

Call to Order - Vice Mayor Douglas E. Morrow, Sr.

Circle of Light, Incorporated/Task Force for Homelessness for Milford/Reverend Deacon Dorothy Vuono  
Power Point/Economic Development Presentation/Economic Development Director Steve Masten

Adjourn

COUNCIL MEETING

Call to Order - Vice Mayor Douglas E. Morrow, Sr.

Invocation

Pledge of Allegiance

Recognition

Communications

Unfinished Business

Trash Container Pickup/Delivery Fee

Downtown Milford, Incorporated/Lease of 207 South Walnut Street

New Business

FY2012-2013 Budget Adjustment/Kent County Bypass Project-Loan Interest/Sewer Reserves

Mutual Aid Agreement/DE Water/Wastewater Agency Response Network

DNREC/Mosquito Control Spray Policy

Executive Session\*

\**Personnel Matter Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed*

\*\**Legal Matter Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation*

Personnel Matter/FY2012-2013 Budget Amendment

Legal Matter/Agreement

Adjourn

**SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.**

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

# City of Milford



## PUBLIC NOTICE CDBG HEARING

The City of Milford, Delaware, in cooperation with the Sussex County Council, the Levy Court of Kent County, Delaware, and the Delaware State Housing Authority (DSHA), will hold a public hearing on Monday, January 28, 2013 at 7:00 p.m. at the City Hall, 201 South Walnut St., Milford, Delaware for the purpose of providing any interested citizens the opportunity to comment on the municipality's application for funds under the Delaware Community Development Block Grant (CDBG) Program. In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals.

This Federally funded program will provide grants amounting to \$2,000,000. (funding level subject to change), to support Community Development Activities in eligible local governments in Kent and Sussex Counties.

For further information on this hearing, please contact Sussex County Department of Community Development at 855-7777 or the Kent County Department of Planning at 744-2480.

\*\*\*\*\*

Published in Thursday, January 17, 2013 edition of the Milford Chronicle.

**COMMUNITY  
DEVELOPMENT & HOUSING**

BRAD D. WHALEY  
DIRECTOR

(302) 855-7777 T  
(302) 854-5397 F



**Sussex County**

DELAWARE  
sussexcountyde.gov

January 14, 2013

Dear Community Development Block Grant Applicant,

The Delaware State Housing Authority (DSHA) is in the process of making some changes to the Community Development Block Grant (CDBG) program guidelines in order to comply with the U.S. Department of Housing & Urban Development's (HUD) Affirmatively Further Fair Housing regulations.

DSHA **strongly encourages** all applicants and sub-recipients of CDBG funding to attend a workshop to discuss the updated program guidelines, as well as understanding HUD's Affirmatively Furthering Fair Housing guidelines. The workshop will be held on Tuesday, January 29, 2013 at 9:30 am in Room 220 A/B of the Kent County Levy Court Complex, 555 Bay Road, Dover, DE 19901. If you are interested in attending, but are unable to attend this date, please contact Andy Lorenz with DSHA at (302) 739-4263 to arrange alternative solution.

The tentative agenda to the workshop is enclosed. Please do not hesitate to contact me with any questions. We hope to see you there.

Sincerely,

Brad D. Whaley  
Director



COUNTY ADMINISTRATIVE OFFICES WEST COMPLEX  
22215 DUPONT BOULEVARD | PO BOX 589  
GEORGETOWN, DELAWARE 19947



**Community Development Block Grant Program  
Final Program Guidelines Meeting**

**January 29, 2013**

**Kent County Administration Complex Room 220 A/B**

**9:30 – 11:00 A.M.**

**(Attendance Strongly Encouraged for All CDBG Applicants)**

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**AGENDA**

- **Welcome**
- **Changes to the Program Guidelines for FY 2013**
- **HUD's new emphasis on Affirmatively Furthering Fair Housing**
- **Analysis of Impediments and Fair Housing Plan**
- **Program monitoring to include Fair Housing compliance**
- **Questions and Answers**

# City of Milford



## RESOLUTION 2013-02 Sussex County

Council Member \_\_\_\_\_ submitted to the Council the following Proposed Resolution:

ENDORISING PROJECT TO BE SUBMITTED TO THE DELAWARE STATE HOUSING AUTHORITY FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AUTHORIZING DAVID B. BAKER, SUSSEX COUNTY ADMINISTRATOR TO SUBMIT APPLICATION.

WHEREAS, the City of Milford resolves to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants State of Delaware Program for Block Grants as contained in Sections 570.488-499 24 CFR U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Milford has met the application requirements of (Attachment E Delaware Community Block Grant Program Policies and Procedures) Citizen Participation requirements; and

WHEREAS, Sussex County plans on accomplishing the requested projects with CDBG funds; and

WHEREAS, the City of Milford hereby agrees to allow Sussex County to accomplish the projects in the targeted areas of Milford; and

WHEREAS, the City of Milford and Sussex County are in agreement with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City of Milford and Sussex County that they endorse and grant permission for the following activity:

APPLICATION: Rehabilitation/Infrastructure/Demolition

Total Infrastructure project cost is \$\_\_\_\_\_, total CDBG grant request is \$\_\_\_\_\_. Matching funds in the amount of \$\_\_\_\_\_ will be provided by the City of Milford general funds.

NOTE: To be used for Infrastructure projects only.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION PASSED BY THE CITY OF MILFORD, SUSSEX COUNTY, ON THE 28th DAY OF JANUARY 2013.

WE GIVE MAYOR AUTHORIZATION TO SIGN RESOLUTION:

### *Council Members*

Steven Johnson	Owen Brooks, Jr.
Garrett Grier, III	Douglas Morrow
S. Allen Pikus	James Starling, Sr.
Dirk Gleysteen	Katrina Wilson

\_\_\_\_\_  
Joseph Ronnie Rogers  
Mayor

I DO HEREBY CERTIFY THAT THE FOREGOING TITLE OF RESOLUTION ADOPTED BY THE CITY OF MILFORD IS THE SAME TITLE OF RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
Robin A. Griffith  
Clerk of the County Council

# City of Milford



Resolution 2013-03  
CITIZEN PARTICIPATION  
CERTIFICATE OF ASSURANCE  
Sussex County

It is hereby assured and certified to the Delaware State Housing Authority that Sussex County, Delaware, has met application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and procedures) citizen participation requirements, and that Sussex County has:

- 1) made available information concerning the amount of funds that may be applied for;
- 2) made known the range of activities that may be undertaken with these funds;
- 3) made known the fact that more applications will be submitted to the State of Delaware than can be funded;
- 4) outlined the processes to be followed in soliciting and responding to the views and proposals of citizens, communities, nonprofit agencies and others in a timely manner; and
- 5) provided a summary of other important program requirements.

The City of Milford has held a Public Hearing on January 28, 2013 with required notice for all citizens, including low and moderate income persons, to have an opportunity to present their views and proposals.

The City of Milford has by resolution and after one Public Hearing, endorsed this application.

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Mayor Joseph Ronnie Rogers

Attest \_\_\_\_\_

# City of Milford



## RESOLUTION 2013-04 Requirement for Fair Housing Sussex County

WHEREAS, the City of Milford recognizes the importance of fair housing for the citizens of Milford; and

WHEREAS, the City of Milford supports the goals of the Federal Fair Housing Law.

NOW, THEREFORE, BE IT RESOLVED, that the City of Milford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Milford to insure that no person shall, on the grounds of race, color, national origin or sex, be discriminated against or denied a fair and equal opportunity for housing; and

BE IT FURTHER RESOLVED, that the City of Milford, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

This RESOLUTION was passed by a majority of the Council of the City of Milford on January 28, 2013.

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Mayor Joseph Ronnie Rogers

Attest \_\_\_\_\_

# City of Milford



## RESOLUTION 2013-05

### Authorizes Levy Court of Kent County to Submit Application

The City Council of Milford, Delaware, hereby authorizes its Mayor, Joseph Ronnie Rogers, to submit the Fiscal Year 2013 Community Development Block Grant (CDBG) application and all understandings and assurances therein contained, and furthermore authorizes the Levy Court of Kent County to Act as the official representative of the City of Milford in connection with the submission of the Fiscal Year 2013 CDBG applicant and to provide such additional information as may be required. In the event the City of Milford's application is funded, the Levy Court of Kent County is hereby authorized to administer the funded application on behalf of the City of Milford.

This resolution was passed by a majority of the Council of the City of Milford on January 28, 2013.

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Mayor Joseph Ronnie Rogers

Attest \_\_\_\_\_

# City of Milford



## RESOLUTION 2013-06 Requirement for Fair Housing Kent County

WHEREAS, the City of Milford recognizes the importance of fair housing for the citizens of Milford; and

WHEREAS, the City of Milford supports the goals of the Federal Fair Housing Law.

NOW, THEREFORE, BE IT RESOLVED, that the City of Milford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Milford to insure that no person shall, on the grounds of race, color, national origin or sex, be discriminated against or denied a fair and equal opportunity for housing; and

BE IT FURTHER RESOLVED, that the Kent County Levy Court, when acting as administrators of a Community Block Grant for the City of Milford, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

This RESOLUTION was passed by a majority of the Council of the City of Milford on January 28, 2013.

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Mayor Joseph Ronnie Rogers

Attest \_\_\_\_\_

## **Milford City Council Workshop Session**

1-28-13

**Circle of Light , Inc.,** a non-profit corporation working to address the needs of homeless women and children in the Milford community, is asking the Milford City Council to partner with us by establishing a Community Task Force on homelessness. Without pre-determining an agenda, we do wish to offer some ideas about what this Task Force might do:

- 1) Learn - about the causes of homelessness, and raise community awareness
- 2) Identify - local homeless populations, and those who may be at risk of becoming homeless
- 3) Support - those who are directly involved in serving Milford's homeless populations
- 4) Mobilize - the use of governmental, community, professional, non-profit and religious resources to address homeless prevention, and meeting the needs of the area's homeless.
- 5) Determine - those issues and program areas that need attention and action plans. Possibilities include:
  - Affordable housing
  - Temporary/Emergency shelter
  - Transportation
  - Health care
  - Employment opportunities
  - After School programs
  - Family Support services
  - Nutrition and Recreation



PO Box 35, Milford, DE 19963  
 302-682-0382  
 (Fax) 302-422-2335  
[circleoflightinc@yahoo.com](mailto:circleoflightinc@yahoo.com)

**CIRCLE OF LIGHT, INC. BOARD MEMBERS**

NAME	OFFICE	AFFILIATION
<b>Board</b>		
Rev. Deacon Dorothy Vuono	Program Coordinator	Ordained Deacon Episcopal Diocese of Delaware Staff Chaplain – Bayhealth Hospital
The Rev. Kevin Bowers	Assisting Program Coordinator	Pastor First Presbyterian Church
Mrs. Beth Parker	Secretary	Administrator
Mr. Dan Marabello	Treasurer	Member DMI
Mr. Daniel Bond		Owner Towers B & B
The Rev. Dr. Jeanel Starling		Pastor St. Paul’s UMC
Mr. Jim Oechsler		Church of the Nazarene
Ms. Suzanne Moore		Administrator Div. of State Service Centers
Mrs. Tita Lewis		Director Milford Community Pantry
Mrs. Katrina E. Wilson		Administrator Nemours
	<b>Honorary Members</b>	
Mrs. Sarah Wyshock Wolfe		Director DE Families Inc.
Mrs. Cherelyn Homlish		Administrator

**Milford School District  
Homeless Numbers**

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2010/2011 SY - 77 students  
2011/2012 SY - 127 students  
\*\*\* 2012/2013 SY - 131 students (as of 1/16/13)

\*\*\* this number is higher than this time last year and is expected to rise

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The Homeless Liaison for the district meets regularly with the students and families who are in need. He then coordinates closely with the Director of Student Support Services to ensure that the needs are met. Needs may include transportation to and from school, uniform assistance, other clothing, bedding, school supplies, referrals to outside agencies, etc.

We continue to communicate with families in need, school personnel, and the community as a whole to ensure quality services in a timely manner. This is done by:

1. Providing ongoing annual training for all staff.
2. Participating in community outreach (local churches, businesses, press).
3. Providing family consultation and home visits.
4. Acting as liaison for those outside agencies who provide additional services for our population.

In addition, we continue to explore avenues to provide other services for our families in need through:

- a) Grant exploration
- b) Community outreach
- c) Connection with Dover Air Force Base
- d) Local charities
- e) "Operation Hug"

We also assist in protecting our homeless population with their safety in mind through:

- a) Close contact with local police department and DFS.
- b) Close contact with local Social Service Agency for emergency housing and other supports.
- c) Ongoing contact with local shelters and motels to assess availability.

ECONOMIC DEVELOPMENT STRATEGY  
**CITY OF MILFORD, DE**  
DECEMBER 2010



**Moran, Stahl & Boyer**  
Site Selection and Economic Development Consultants

# Action Plan

- Real Estate (Land & Buildings)
- Workforce Development
- Infrastructure (Utilities and Roads)
- Organizational Support for Economic Dev.
- Support New Business Start-Ups & the Expansion of Existing Business
- Marketing Promotion

# Comprehensive Plan Neighborhoods

- **Town Center**
- **Southwest Neighborhood**
- **North Neighborhood**
- **Southeast Neighborhood**

# Downtown Milford Incorporated Event Promotion

- Bug & Bud Festival



- Magic Mondays

**DOWNTOWN**  
*Milford*  
INCORPORATED

**DICKENS**  
PARLOUR THEATRE

**Present**

**MILFORD'S**  
**MAGIC**  
**MONDAYS**

MILFORD SENIOR CENTER, 11 PARK AVENUE, MILFORD, DE

JAN 21  
FEB 18  
MAR 18

TICKETS ADULTS \$15  
TICKETS CHILDREN \$10

MILFORD'S MAGIC MONDAYS

www.downtownmilford.org

**World class comedy magic shows**

# Business Development

■ Milford Gifts



Hidden Gem



# DMI Achievements

- 10 New Businesses
- 2 Successful Businesses Expanded
- Project Pop-Up yeilded New Business
- Popular Farmers Market
- 9 Promotional Events
- 7,265 Volunteer Hours
- Improved Downtown Appearance

# Chamber of Commerce for Greater Milford



# Chamber of Commerce Provides

- Networking Opportunities
- Chamber Events
- Advertising Opportunities
- Business Listing
- Promotes Economic Development
- Business to Business Promotion

# **Collaborative Partners**

**Downtown Milford, Inc.**

and

**Chamber of Commerce for Greater Milford**

are working partners

for

**Milford Economic Development**

# Consumer Sector

## Employment

- | <b>■ Delaware (July 2012)</b> | <b>■ Delaware (June 2012)</b> |
|-------------------------------|-------------------------------|
| ■ Labor force 439,745         | ■ Labor force 440,984         |
| ■ Employment 409,749          | ■ Employment 411,469          |
| ■ Unemployed 29,996           | ■ Unemployed 29,515           |
| ■ Unemployment rate 6.8%      | ■ Unemployment rate 6.7%      |

# Regional Unemployment

	June 2012	July 2012
■ Pennsylvania	7.6%	7.9%
■ New Jersey	9.6%	9.8%
■ Maryland	6.9%	7.0%
■ <u>Delaware</u>	<u>6.7%</u>	<u>6.8%</u>
■ U.S.	8.2%	8.3%

# Milford Growth





# Milford Memorial Hospital Bayhealth Expansion



# Independence Commons



# Milford Business Park



# Solar Farm



# Perdue Expansion



# BMX National Event



# Business Retention





# Warehouse



# Rt. 1 & Wilkins Road



# Kent County Regional Sports Complex

- Estimated Cost
- \$6.0 Million for Indoor Facility
- \$3.61 Million for Infrastructure Cost
- \$7.19 Million for Fields & Appurtenances
- 16,800,000 Total Cost
  
- \$18,000,000.00 Yearly Impact
- Jobs: 302 jobs (construction & staff)

# Business Retention Baltimore Air Coil

- Strengthens retention and expansion efforts
- Completes required utility services to sustain this & future business
- Provides clean potable drinking water
- Enhances fire protection capability
- Promotes future Economic Development in westerly Kent County area of Milford

- Supports **408+** "direct" manufacturing jobs
- Supports **150+** "in-direct" jobs through- out the State
- Supports jobs that are "induced" in New Castle, Kent, & Sussex Counties base on purchasing patterns of the business

# Challenges

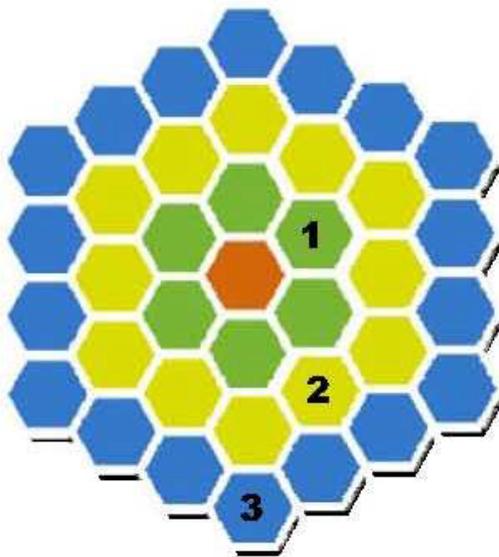


# Economic Gardening

- Grow the local economy from within
- Strategies to help businesses to reach outside markets
- Identify your community's assets
- Determine target audience for services
- Develop a collaborative effort among partners
- Gain community support and buy-in
- Economic Development friendly City

# Strategy Process

## COMPOSITION OF A LOCAL ECONOMY: THE "ECONOMIC PORTFOLIO"



**Resources to Support the Economy**  
(Real estate, labor, education, transportation, utilities, finances, etc.)

**Level 1 - Primary Industries**  
Employers that infuse money into the region from outside sources, such as:

- State/Federal Government
- Agriculture
- Manufacturing
- Colleges/Universities
- Headquarters/Back Offices
- Business Services (with clients outside the area)
- Regional Healthcare, Retail and Distribution
- Tourism-Related Businesses

**Level 2 - Business Support Services**

- Business services (local clients)
- Commercial construction
- Commercial banking and insurance
- Business-focused hospitality
- Business-focused transportation
- Printing/copying/mailing services

**Level 3 - Consumer Services**

- Local retail
- Local healthcare
- Local education
- Personal services
- Local retail banking/insurance
- Residential construction





# Sussex County Association of Towns

P.O. Box 589 Georgetown, DE 19947

## MEETING NOTICE

### Legislative Night

LOCATION: Sussex Pines Country Club  
Sussex Pines Road, Georgetown

DATE: Wednesday, February 6, 2013

TIME: 6:00 p.m. – Social  
6:30 p.m. – Dinner

HOST: Town of Georgetown

SPEAKER: Our Legislators

COST: \$34.00

MENU: Salad  
Shrimp Pesto Tortellini  
Prime Rib  
Zinfandel Grilled Chicken  
Macaroni & Cheese  
Glazed Carrots, Green Beans, Mashed Potatoes

Dessert: Pretzel Salad, Texas Walnut Brownies

For reservations, please call Angie Townsend at Georgetown Town Hall at 856-7391 no later than **THURSDAY, JANUARY 31ST.**

Please make checks payable to the **Town of Georgetown.**

### Please thank our sponsors!

*Open Bar sponsored by Comcast*

*Appetizers and Entertainment sponsored by Sen. Brian Pettyjohn, Rep. Ruth Briggs-King, Rep. Harvey Kenton, Rep. Dave Wilson, and Davis, Bowen & Friedel*

*Gift baskets sponsored by URS Corporation*

**Note: Our legislators (and guests) have been invited to attend. Please sponsor the cost of at least one additional dinner and add \$34.00 to your payment.**

*Town of Bethany Beach*

*Town of Bethel*

*Town of Blades*

*Town of Bridgeville*

*Town of Dagsboro*

*Town of Delmar*

*Town of Dewey Beach*

*Town of Ellendale*

*Town of Fenwick Island*

*Town of Frankford*

*Town of Georgetown*

*Town of Greenwood*

*Town of Henlopen Acres*

*Town of Laurel*

*City of Lewes*

*City of Milford*

*Town of Millsboro*

*Town of Millville*

*Town of Milton*

*Town of Ocean View*

*City of Rehoboth Beach*

*City of Seaford*

*Town of Selbyville*

*Town of Slaughter Beach*

*Town of South Bethany*

*Sussex County Council*

**\*\*\*NOTICE \*\*\***

**The Steering Committee will meet on Friday, February 8, 2013 at 9:00 a.m. at the Lighthouse Restaurant at the Sussex County Airport.**

**RSVP to Robin at 855-7743 or [rgriffith@sussexcountyde.gov](mailto:rgriffith@sussexcountyde.gov).**

**The cost of breakfast is \$9.00. Checks can be made payable to Lighthouse Landing Restaurant.**

**DELAWARE LEAGUE OF LOCAL GOVERNMENTS  
MONTHLY DINNER MEETING  
FEBRUARY 21<sup>ST</sup>, 2013  
SHERATON DOVER HOTEL  
1570 NORTH DUPONT HIGHWAY  
DOVER, DELAWARE**

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SOCIAL HOUR: 6:00 P.M. - 6:45 P.M.  
 OPENING: 6:45 P.M. - 7:00P.M.  
 DINNER: 7:00 P.M. - 7:20 P.M.  
 PROGRAM: 7:20 P.M. - 8:00 P.M.

**PROGRAM**

“Protecting Your Municipality/County Against Non-Covered Legal Claims,” will be presented by Daniel A. Griffith and Scott G. Wilcox, of Whiteford Taylor & Preston, LLP. It is vital to municipalities to stay informed about the most recent case law and trends in Delaware. Please do not miss this opportunity to hear and ask questions that could save you from thousands of dollars in legal claims.

**NEXT MEETING: MARCH 28<sup>TH</sup>, 2013**

\*\*\*\*\*

Special diets can be accommodated with 24 hours notice

**WE MUST HAVE YOUR RESERVATIONS NO LATER THAN February 11<sup>th</sup>, 2013**

Mail To: Delaware League of Local Governments  
 P.O. Box 484  
 Dover, Delaware 19903  
 Telephone: 302-678-0991 Fax: 302-678-4777

\_\_\_\_\_ will have \_\_\_\_\_ attendees  
 (Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING

<u>Name</u>		<u>Title</u>
_____	&	_____
_____	&	_____
_____	&	_____
_____	&	_____
_____	&	_____
_____	&	_____

- ( ) Check enclosed for ( ) dinners @ \$20.00 each
- ( ) Please direct bill the Municipality/County/Agency
- ( ) Payment will be made at the door
- ( ) Enclosed for ( ) dinners @ \$20.00 each



## DELAWARE LEAGUE OF LOCAL GOVERNMENTS

P.O. BOX 484, DOVER, DE 19903-0484

Telephone: 302-678-0991 FAX 302-678-4777 E-mail: [gwright@udel.edu](mailto:gwright@udel.edu)

*President Kenneth Branner Executive Director George C. Wright Jr.*

To: League Members  
From: Executive Director George C. Wright, Jr.  
Subject: Congressional Visit  
Date: January 25, 2013 (10:00am)

The annual Congressional visit to Washington D.C. will be on Wednesday **March 13<sup>th</sup>, 2013**. The meeting will begin in the Capital, room SVC 214. Both Senators Carper and Coons will speak to our group. Congressman Carney or a representative from his office will also be available.

The meeting will start at 10:00 a.m. and end at 12:00 p.m. Enter the [Capitol](#) through the north screening facility, proceeding up the ramp to the north door. Upon entering the building, continue about 75 feet. The Senate Appointments Desk will be on the left before the gift shop. Obtain passes from the Appointments Desk to continue through the Capitol.

If you are planning to attend please fax or [email](#) the attached form, no later than **February 22<sup>nd</sup>, 2013**. Please contact the League office with specific topics you would like to discuss, no later than February 15<sup>th</sup>.

For security purposes, be sure to include:

- Name
- Title
- Municipality/County/Agency

To: Delaware League of Local Governments  
From:  
Subject: Congressional Visit Attendance

Email: [gwright@udel.edu](mailto:gwright@udel.edu)  
Fax: (302) 678-4777

Parking is available nearby at Union Station (Amtrak).  
For more information contact me at the League office (302) 678-0991

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\_\_\_\_\_ Will have \_\_\_\_\_ attendees  
(Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING

<u>Name</u>	<u>Title/Office</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**Board of Directors**

**Officers**

Irvin M. Ambrose  
President

SaraKate Hammer  
Vice President

Dan Marabello  
Treasurer

Nancy Benson  
Secretary

**Members at Large**

Scott Angelucci  
Dan Bond  
Richard Carmean  
Mitch Edmondson M.D.  
Gary Emory  
Lisa Fitzgerald  
Bryan Shupe

**Executive Director**

Lee Nelson

*DMI is a tax-exempt,  
non-profit organization  
as described in section  
501 c (3) of the IRS  
code for 1984, as  
amended*

Request for Funding 2013 to 2018

In his address to Delaware Complete Communities Summit 2012 on November 13, 2012 Ed McMahon, Charles Fraser Chair for Sustainable Development, Urban Land Institute asked the question:

“Why would anyone invest in a city that won’t invest in itself?”  
Fortunately, no one can apply this question to the City of Milford.

Five years ago City Council voted to devote a great deal of money to partially fund the expansion to the Milford Public Library, partially funding the building of the Milford Boys and Girls Club, and providing \$35,000 per year to provide the bulk of the salary for the Executive Director position of Downtown Milford Inc. (DMI) 2012 was the last year for all of these allotments. The library has been expanded and the Boys and Girls Club has been built.

DMI is still working very hard to expand the economic development of the downtown area in particular and the entire City of Milford in general.

DMI provides expertise in the following area:

Action item 5 from MS&B Economic Development Strategy Report

5.6 – support the expansion of additional shops/venues in the downtown area, including a bookstore, office supply, hobby shop with craft course, unique gift shops, old time general store, ship building museum and boat building school, amphitheater along river east of downtown.

DMI goals have a direct correlation to Action item 5

1. Preserve the historic qualities of the downtown district
2. Support existing businesses located in the downtown district
3. Recruit new businesses to the downtown district

The City commissioned an economic development study, hired ED Director – a person whose responsibility is global in nature encompassing major manufacturing, large stores in strip development areas along the major corridors, and assist existing manufacturing companies to maintain their presence in Milford.

DMI’s goals are more focused and adapted to smaller retail entities. DMI is an “expert” in this arena through the efforts of the Executive Director and the four volunteer committees (Design, Promotion, Organization, and Economic Restructuring).

## Rational

DMI's efforts to attract visitors and shoppers to the downtown area have involved a variety of events:

1. DMI and Milford Parks & Rec partnership in the **Bug & Bud Festival**. This year's festival attracted over 8,000 people to Milford and produced a share of approximately \$9,000 to the Parks & Rec account.
2. Several events are on the schedule for this year. **The St. Patrick's Day Pub Crawl** was a tremendous success. This event brought many new visitors to the downtown; the ongoing **Buy Local** radio campaign is tailored monthly to advertise different DMI and downtown events; **The Holiday Stroll** consistently attracts many visitors to the area; the partnership formed between DMI and the Milford Public Library produced **Music and Movies on the Riverwalk** with the hope of drawing families to the downtown area. Last year's **Milford Magic Mondays** brought over 200 people to the downtown area on each of three occasions during the winter months. This program is starting its second season and was brought back by popular demand. DMI has formed a partnership with the Downtown Milford Merchants Association for **cooperative advertising on radio and TV and by co-sponsoring Sidewalk Sale Saturday**.
3. **The Milford in Bloom** project and the banners developed through our branding program have already drawn favorable reviews. These efforts are expected to attract shoppers to the district as well as additional retailers.
4. The DMI sponsored **Santa House** has been a source of joy for generations of Milford children as well as children from surrounding towns.

All these events and activities cost money - money that DMI can provide through our fundraising activities. Each of these programs has contributed to the attraction of new businesses to the downtown shopping area (see attachment). We have several businesses that have expressed an interest in locating in the downtown area. The programs listed above have contributed significantly to the current growth and will encourage future growth. Our budget, however, cannot sustain and expand our activities as well as pay our Executive Director a living wage. It is clearly the wrong time to have to curtail these efforts because of financial limitations. There has been a momentum in moving forward and now is the time to add fuel to the forward movement. In fact, the continued addition of new businesses downtown will increase City revenues in the long run. Retail businesses use more City utilities than storefront churches or empty buildings. Improved properties will eventually provide higher property taxes. DMI feels that a thriving downtown has the effect of benefiting economic development in all areas of the City. Access to quality health care, a good school system, and a thriving, attractive downtown are all recruiting tools for prospective employers and professions to the area.

## Conclusion

DMI requests that the City enter into a contract with DMI to further the economic development efforts of DMI directed specifically to the recognized center city shopping area by continuing to fund the organization with a sum of \$40,000 per year for the next five years. DMI will continue to work cooperatively with the City administration and the newly appointed Economic Development Director to further the cause of economic development in the downtown area which will positively affect economic development for the entire City.

Respectfully submitted,



Irvin M. Ambrose, President  
Board of Directors  
Downtown Milford Inc



## Review of DMI Achievements

July 2011 – December 2012

### 1) Economic Restructuring:

- a) **Ten new businesses opened.**
  - Anne Jenkins Art Gallery and Studio
  - Chris and Jenna Computers
  - Delaware Fitness
  - Milford Florist and Home Décor
  - Pelican Bar and Grille
  - Milford Gifts
  - The Hidden Gem Boutique
  - Toute de Suite Patisserie – Bakery
  - Gallery 73 – Art Gallery
  - Little Posies Photography
- b) **Two successful businesses expanded** and relocated downtown.
  - Fur-Baby Boutique
  - Blooming Boutique
- c) **One successful business expanded** and moved out of area due to lack of downtown space
  - Delaware Architects
- d) **Two businesses closed**
  - Minorbird – seek other opportunities.
  - Victorian Lady Tea Room – ill health
- e) **Two new businesses planning to open.**
  - Cooking school ( March/April 2013)
  - Furniture redecoration (March/April 2013)
- f) **Project Pop-Up.** With DEDO/USDA assistance successfully attracted new business (Little Posies Photography) to downtown Milford.
- g) **Farmers Market** – larger, more diverse and more profitable. Well run by new 10 member committee. In top 5(out of 27) farmers markets in Delaware by sales for May/June 2012. Average number vendors increased from 16 in 2011 to 20 in 2012. High 27 vendors.
- h) **Downtown Milford Merchants Association**
  - Active in January founding and supporting local merchants.
  - Cooperative television and newspaper advertising.
- i) **DMI-Delmarva Public Radio (DPR) cooperative advertising program** implemented.  
10 DMI member businesses joined DMI for one year promotion on two DPR stations.
- j) **Milford Business Mentoring Program**
  - Partnering with Milford High School and DEDO, the second year successfully implemented and used as model for rest of state.

### 2) Promotion:

- a) **Five new events added in 2011-12**
  - **Milford's Magic Mondays:** Three monthly professional magic shows in partnership with Dickens Parlor Theater and Milford Senior Center during winter months. Average attendance: 215 (90% capacity). Financially profitable. Planned again for January- March 2013
  - **Movies and Music on the Riverwalk:** Partnering with Milford Library, 8 week summer long program of free live music and family movies in 2011-12. Average attendance: 115.

- **Spooktacular:** Partnering with Fur-Baby Pet Boutique and River Front Theatre, free children oriented Halloween program and costumed pet parade. Attendance: 200. Planned for 2013
- **Paddle, Pedal and 10K walk/run.** In partnership with Milford Parks and Recreation Department, a river oriented program for kayakers, cyclists and runners/walkers to dedicate the new Chaney-Wilmon Greenway and continuation of the Riverwalk. Estimated attendance: 100 participants/guests. Planned for 2013
- **Sidewalk Sale Saturday.** In partnership with Downtown Milford Merchants Association, music and entertainment while stores sell from outdoor tables along Walnut Street. Planned for 2013

b) **Four existing events were bigger, better and more profitable**

- **Santa Claus House.** New house completed and larger attendance
- **Holiday Stroll.** Record attendance and good local business results.
- **2<sup>nd</sup> St. Patrick Day Pub Crawl.** Record attendance (400) and more profitable.
- **9<sup>th</sup> Bug and Bud Festival.** In partnership with Milford's Park and Recreation Department, this year was highlighted by record vendor participation (150), record visitors to local downtown businesses, record profitability and new programs of numerous large (\$3,000) multiple year sponsorships.

c) **New event planned for 2013**

- **Night of the Arts.** In partnership with the Mispillion Art League, an evening of art for the community.

d) **125% increase in events.** Will have 9 events throughout the year.

3) **Organization**

- Implemented multi-year large corporate support** program. \$5,000 pledged by BayHealth for three years. Three others sought.
- Increased membership** in business, individual/family members.
- 'Volunteer Coordinator' position implemented.** This is Delaware Main Street's first 'Volunteer Coordinator' position. Received national attention on National Main Street newsletter.
- Rack cards of professional quality** designed and used to focus on our branding. Concept used as model for rest of Delaware Main Street Programs.
- Kent County Tourism of the Year Award 2011.** Reward for efforts in 2010 and 2011.

4) **Design**

- Successfully implemented second 'Milford in Bloom'** effort to fund downtown flower baskets.
- Historic Preservation project's first community wide** meeting held
- Completed \$178,000 downtown streetscape** in partnership with City of Milford. Upgrade included new sidewalks, benches, tree guards, trash cans, bike rack.
- Implementing "Art on the Riverwalk Tour" (ART) Project.** 3 year 18 piece public art project based on classic yacht "Augusta". In partnership with Parks and Rec, Milford High School, Mispillion Art League and Joan Lofland.

5) **Volunteer hours and dollar impact**

Up to September 2012, we had **7,265 volunteer hours** given by over **200 residents** to make downtown Milford a better place to live work, play and shop. The dollar value of this time (\$16 per hour according to Delaware Economic Development Office) was **\$116,240**. Money the city did not have to spend.

6) **Conclusion: Overall a successful effort with:**

- |                               |  |
|-------------------------------|--|
| - Ten new businesses opened   | - Four existing events were larger and more profitable   |
| - Two businesses expanded     | - Expanded branding implementation                       |
| - Two new businesses planned  | - Attracted diversified, longer term and larger sponsors |
| - Five new events implemented | - Improved downtown appearance                           |

**Significant positive financial impact**

**Downtown Milford Inc**  
**Budget vs. Actuals: Budget FYE 10/31/2012 - FY12 P&L**  
 November 2011 - October 2012

	Total	
	Actual	Budget
<b>Income</b>		
4000 Operations Income	39,909.93	46,685.00
4002 Organization Committee Income	11,554.09	12,850.00
4004 Promotion Committee Income	48,591.25	44,735.00
4006 Design Committee Income	2,847.00	4,000.00
4008 ER Committee Income	7,885.66	9,000.00
<b>Total Income</b>	<b>\$110,787.93</b>	<b>\$117,270.00</b>
<b>Gross Profit</b>	<b>\$110,787.93</b>	<b>\$117,270.00</b>
<b>Expenses</b>		
5000 Operations Expenses	63,758.11	67,563.00
5002 Organization Committee Expense	1,535.72	2,850.00
5004 Promotion Committee Expenses	37,532.02	34,556.00
5006 Design Committee Expenses	2,341.14	4,000.00
5008 ER Committee Expense	6,530.70	8,010.00
<b>Total Expenses</b>	<b>\$111,697.69</b>	<b>\$116,979.00</b>
<b>Net Operating Income</b>	<b>\$ -909.76</b>	<b>\$291.00</b>
<b>Net Income</b>	<b>\$ -909.76</b>	<b>\$291.00</b>

Thursday, Jan 10, 2013 04:43:10 PM PST GMT-5 - Cash Basis

DMI Budget 2012 -Final

DMI Cash Allocation

Current Cash Allocation

Cash Balance

Checking A/C –M&T	44,000
Money Market – M&T	11,500
CD 006 – M&T	20,500
CD 007 – M&T	20,700
CD Artisans Bank	<u>10,000</u>
Total cash available 11/1/11	<b><u>106,700</u></b>

Restricted Use

Bug and Bud	6,876
Farmers Market	2,707
Santa Claus House	10,912
Streetscape	<u>26,849</u>
	47,344
Revolving business loan fund	<u>11,500</u>
Total Restricted use	58,844

Non Restricted Use

47,856

Total cash available 11/1/11

**106,700**

Proposed Cash Allocation

DMI operating reserve (3 months expenses)	15,000
Grant matching fund	30,000
Santa Claus House (saved to date) – 10,912	
(DMI approved loan) <u>3,000</u>	13,912
Revolving business loan fund	11,500

Non Restricted Use

36,288

Total cash available 11/1/11

**106,700**

# Proposal

Page No. \_\_\_\_\_

of \_\_\_\_\_

Pages \_\_\_\_\_



## MSMJR Construction, LLC

Home Remodeling / Maintenance / Repairs

28341 Elizabeth St., Millsboro, DE 19966

302-222-4021

Licensed &amp; Insured

City of Milford

PROPOSAL SUBMITTED TO <i>South Walnut St</i>		PHONE <i>422-6616</i>	DATE <i>1-8-13</i>
STREET <i>Milford De. 19963</i>		JOB NAME <i>Remodeling</i>	
CITY, STATE and ZIP CODE		JOB LOCATION <i>Same</i>	
ARCHITECT <i>City Hall</i>	DATE OF PLANS <i>ASAP</i>	Contact: <i>Richard Carmean</i>	JOB PHONE

We hereby submit specifications and estimates for:

1. Install blocks behind handrail on Back Steps
2. Build and install Plexy glass Framed windows for upstairs  
By Fold windows
3. Install 1x3 Lats and 1/2" Drywall on Front Room ceiling. Also install Crown Molding and Paint Semi gloss white.
4. Install new vinyl Floor - with shoe molding. Also install new high rise comfort toilet. Remove all wall paper and skim walls and Paint Eggshell white
5. Replace rotten soffit (crown) and Prime/Paint
6. Seal all Metal Roofs with Aluminum Coat roof seal
7. Back Deck - Replace Top cap with 2x6 Pt, Replace both 4x4 Posts at top of Deck, Dig Footers for 4x4 support. Steps to be rebuilt
8. Repair Front Deck at step area. Remove any rotted wood and replace with Pt material. Tonga + groove Decking will be replaced.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

Page No.

of

Pages

Page 2



## MSMJR Construction, LLC

Home Remodeling / Maintenance / Repairs

28341 Elizabeth St., Millsboro, DE 19966

302-222-4021

Licensed & Insured

PROPOSAL SUBMITTED TO <i>SAME</i>		PHONE	DATE
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

9. Seal off Downstairs, Crank out window with mullin strip, trim, caulk, and Paint Window For Weather Proofing.
10. Replace all Broken glass in windows and doors throughout Building.

- \* All Materials, trash, and Labor are included in this Contract. Any Extras will be on a change order
- \* Permits not included in this bid.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:  
*\$2350.00 Down and 1500.00 when complete* dollars (\$ *3850.00* ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Michael Glendon*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: *X*

Signature *X*

Signature \_\_\_\_\_



# MSMJR Construction, LLC

Home Remodeling / Maintenance / Repairs

28341 Elizabeth St., Millsboro, DE 19966

302-222-4021

Licensed & Insured

DMT

PROPOSAL SUBMITTED TO 115 B W: Walnut St.		PHONE 302 839-1180	DATE 1-4-12
STREET Millsboro De. 19963		JOB NAME Remodeling	
CITY, STATE and ZIP CODE		JOB LOCATION 20 South Walnut St.	
ARCHITECT 1-4-G From Orig.	DATE OF PLANS ASAP	IRU Ambrose	JOB PHONE 422-3619

We hereby submit specifications and estimates for:

1. Remove swinging door and reinstall in Kitchen area with lockset
2. Build a divider wall approx 4'6" x 10' x 9' tall at top of steps in Front area. Install a door with Privacy Lock and air vents at top
3. Paint Both Front and Middle rooms, an off white on walls and Semi gloss on trim with Flat white for the ceiling

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: \$1410.00 Down and \$1000.00 when complete dollars (\$2410.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Michael Menden*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

*X*

Signature

Date of Acceptance: *X*

*MILFORD CITY COUNCIL*  
MINUTES OF MEETING  
January 15, 2013

A Meeting of the Finance Committee of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Tuesday, January 15, 2013.

PRESIDING: Chairman S. Allen Pikus

IN ATTENDANCE: Committee Members: Councilmen Douglas Morrow, Sr. and Garrett Grier III

Mayor Joseph R. Rogers, Council Members Steve Johnson, Garrett Grier III,  
Dirk Gleysteen and Owen Brooks, Jr.

City Manager Richard Carmean and Recorder/City Clerk Terri Hudson

The meeting was called to order at 5:48 p.m. by Chairman Pikus.

Mr. Pikus advised that he invited other members of city council to attend the meeting to hear the request from Downtown Milford, Incorporated.

*Request for Funding 2013 to 2018*

Mr. Pikus then introduced DMI President Irv Ambrose. Mr. Ambrose advised his purpose in attending this evening was to request the funding for Downtown Milford be continued. He stated that five to six years ago, city council approved funding for the Milford Public Library expansion, the building of the new Boys and Girls Club and \$35,000 a year for DMI to defer the costs of their one paid employee who is the Executive Director. He said that funding ran out at the end of last fiscal year.

He feels DMI would be in extreme jeopardy if they were not funded by the city in the amount of \$40,000 per year over the next five years. According to Mr. Ambrose, they are healthy but not wealthy.

Mr. Ambrose reported that DMI runs nine to ten activities per year. The latest is Milford Magic Mondays with the first of three shows on Monday, January 21<sup>st</sup>. He explained those activities help them put together the types of programs they take part in.

Of DMI's numerous missions, one is to support the downtown businesses.

Mr. Ambrose assumed he was going to be meeting with Chairman Pikus, Councilman Grier and Councilman Morrow. In advance of the meeting, he provided them with the packet that he brought this evening. He planned to meet with each of them individually and explain his request.

He believes DMI is extremely successful in their primary mission in supporting the downtown businesses. In the past sixteen months, they have overseen the opening of eleven new businesses. With the help of DMI, the Gray's building was sold to become a retail business for at least one and possibly two businesses though the building will need to be subdivided.

Mr. Ambrose reported there is a potential buyer for the Norman Hotel which currently houses an international food market, a store front church and the entrance to the apartments upstairs. By spring, a business that designs discarded furniture into art deco-inspired furniture will be open. She is currently negotiating with Sam Passwaters, owner of the hotel. Arrangements have already been made for the church to be relocated.

This ties into their main objective to see as many retail businesses in the downtown area.

He said that the success of DMI is a result of the city's support. They partner frequently with Parks and Recreation as with the Bug N Bud Festival. DMI provided almost \$9,000 toward the Parks and Recreation fund this past April which was their share of the proceeds from that event.

Mr. Gleysteen asked how that compares to their expenses; Mr. Ambrose explained that is net. That covers any expenses with the exception of their employee costs. He noted that Parks and Recreation pay for the porta potty rentals and purchase the give away trees. He said they take the proceeds and pay their bills so it does not come out of the city budget.

Mr. Pikus asked if the \$9,000 goes back into the city budget; Mr. Carmean said yes. Mr. Ambrose added that they use that money to support their youth programs.

Mr. Grier asked if this is a 50/50 split of the proceeds; Mr. Ambrose stated yes noting that the expenses are split down the middle. DMI pays for advertising and related items along with Parks and Recreation expenses. What is left is split between the two organizations.

DMI also partnered with Parks and Recreation on the Paddle Pedal Festival and 10K Run/Walk which was held for the first time this past October.

Mr. Ambrose stated that when the merchants want to do cooperative advertising, DMI takes the responsibility of putting it together. In some cases, they pay half of the costs though sometimes, they divide the costs equally among the number of merchants and DMI.

DMI is also interested in purchasing property to start incubator businesses. He explained that with the money they received from the city and the profits from the festivals will not cover that cost. It will provide seed money to obtain matching grants.

Mr. Ambrose then referenced Budget FYE 10/31/2012 noting their fiscal year runs from November 1 to October 31. The \$35,000 received from the city is put in their account and used for the fiscal year starting the following November 1<sup>st</sup>.

He confirmed they are fine this fiscal year but he is trying to anticipate what is needed.

Mr. Johnson confirmed the city contribution falls under the operations income; Mr. Ambrose stated yes. Mr. Johnson asked the salary of the director; Mr. Ambrose stated \$38,500 with no benefits.

Mr. Johnson asked if there is an agreement that if the director acquires grants, he receives a percentage. Mr. Ambrose stated no though that was considered when they were drafting his contract. However, they decided against that.

Mr. Carmean said they also considered giving the director a portion of the proceeds from the programs sponsored by DMI though that was set aside as well. Mr. Ambrose said the director is one person and their organization is volunteer-driven. Therefore, if there is a grant to be applied for, the director will be doing part of that, but the volunteers are handling a portion as well. DMI felt that would be too difficult to figure out. Last year, they approved a \$1,000 bonus for the work the director did.

Mr. Johnson said besides the \$35,000 donation from the city, how much does DMI receive from grants; Mr. Ambrose said not a lot. He said they are not using grant money to supplement his salary. However, they were able to take some of the proceeds from the Bug N Bud Festival to supplement the city contribution.

Mr. Ambrose said the Bug N Bud makes, what DMI considers, to be a large amount of money. Other events, such as the Pub Crawl, brings in between \$300 and \$400. Most of the events do not make a lot of money.

Mr. Ambrose explained that one grant provided partial funding for the expenses of the Movies and Music in the Park. However, that had to be supplemented. He reported that anytime they show a movie you can purchase, a license is required. Expenses include the license and rental of the movie from one of the three companies that provide them. For example, a movie you can purchase for \$5.95 cost DMI \$300 because of the license.

Another grant received was for the public arts project. Right now, there are six models of the Augusta. In conjunction with Milford High School Art Department and Mispillion Art League, they are putting out a call to artists who will apply to decorate one of them. Parks and Recreation will erect them in the park.

Grants were also received from the Lions Club and Delaware Division of the Arts. In order to get the grant from the state, they had to provide matching funds.

Last year, the merchants wanted a sidewalk sale on a Saturday. DMI voted that \$1,000 or \$2,000 could be used to publicize that event which turned out to be very successful. Another merchant wanted some television advertising. As a result, the downtown now has an ad that runs on the cable channels.

Mr. Pikus emphasized that in FY 2011-2012, the city provided an additional \$7,500 over the \$35,000 contracted. Mr. Ambrose agreed noting that this year, the city only donated \$35,000.

Mr. Pikus said that total cash available as of November 1, 2011 is \$106,700. Mr. Ambrose explained that is the top part of the budget which is how they previously budgeted. The bottom part is the way they are currently budgeting. They are still looking at the same amount of money though it has been split into a more sophisticated budgeting system. For example, it costs approximately \$5,000 a month to run their office. That covers the salary, office expenses, telephone costs, etc.

Mr. Ambrose said they are not broke and do have money, but they want to keep that money to do what they want. For example, if they get a grant, they have to provide matching funds and need the funds to do that. As a result, there is \$35,000 budgeted for that purpose. The Santa Clause House was kept as a separate budget item with \$14,000 allocated.

He also noted there is only one business taking advantage of a revolving loan. Businesses can use that to spruce up their building or whatever else is necessary to conduct business. Two businesses are interested in the loan fund. If it exceeds the \$11,500 left, they can shift some of the monies around.

The non-restricted fund has \$36,000 which is used for requests from merchants for advertising and any share costs they need to provide.

Mr. Ambrose confirmed that as of January 2013, \$106,700 cash remains available.

He explained that documents entitled 'Budget vs. Actuals: Budget FYE 10/31/2012 - FY12 P&L' is their budget for the completed year. It shows what was budgeted and how it was expended.

Mr. Grier asked what year did DMI accumulate the bulk of their money; Mr. Ambrose explained that when DMI first started, there was a sale of the marble plaques in the downtown sidewalks. That raised approximately \$50,000. They have been nursing that money which is the bulk of their cash balance.

Mr. Brooks asked if Economic Development Director Steve Masten helps DMI; Mr. Ambrose said yes. Mr. Brooks then referenced the list of DMI Achievements which indicates that DMI was responsible for ten new businesses and two business expansions.

Mr. Ambrose recalled there were five areas John Rhodes identified in his economic development study. They included downtown, the strip areas on Route 113, Southeast Milford (proposed Lifestyle Mall), the old manufacturing section off McColley Street and the business/industrial park area.

He said that DMI envisions themselves as the economic development arm of the city for downtown. Mr. Ambrose said that Steve Masten does not have to worry about downtown though they will work with him. For example, if someone comes in and needs information, he refers them to Mr. Masten. In addition, if Steve Masten is in contact with someone interested in a business downtown, he will contact Executive Director Lee Nelson or Mr. Ambrose.

Mr. Ambrose feels that Mr. Masten's areas of responsibility is the other four areas. Mr. Brooks pointed out that between the Downtown Executive Director and the city's Economic Director, the city has approximately \$135,000 tied up. Mr. Ambrose pointed out that currently, DMI's \$35,000 is not coming out of the city's economic development fund. Mr. Brooks said he is talking about city money in general. Mr. Ambrose said the \$35,000 they receive is paid out of the general fund.

Mr. Ambrose said he feels DMI is doing a terrific job. Mr. Brooks agreed adding he is pleased that he finally knows what DMI does.

Mr. Ambrose then reported there are 2,000 main street towns in the United States and nine in Delaware. Milford is one of those. He said that anytime the Delaware Main Street Office, which works out of DEDO (Delaware Economic Development Office), has something they want to try, they come to Milford. According to Mr. Ambrose, they do that knowing it will get done and be done right.

Mr. Pikus asked for comments from the committee.

Mr. Morrow stated that council has a number of challenges they are facing. DMI has gained a lot of momentum in recent years with the addition of even more new businesses recently. Mr. Morrow acknowledged Mr. Ambrose' enthusiasm. He feels he is a plus in this area especially considering his experience on the planning commission and city council.

He would hate to miss an opportunity to continue to financially support DMI. The question is how this can be done which is again another challenge for council. He does not believe we can provide an answer tonight. However, Mr. Morrow believes we need to keep the ball rolling downtown and help them with this request. There are people in place downtown that are genuinely interested in Milford. The volunteerism in their organization is worthy of recognition according to Mr. Morrow.

Mr. Morrow feels this needs to be considered along with our bigger challenges such as the new police department. The city has other challenges that need to be addressed that involve potholes, infrastructure, paving, code issues, etc. He feels we need to dig deep to figure out how to accomplish this.

Mr. Ambrose emphasized the most important thing in a city is a vibrant downtown. He said we can have all these wonderful developments in the city, but unless there is a downtown that is attractive to people, it is like having a very nice apple with a rotten core because it just will not work.

He recalled when he moved here in 1978 and was able to get anything he wanted within walking distance from his home. There was a hardware store, grocery stores, clothing stores and drug stores downtown. Over a period of time, that changed and the only thing down there at one point was a pawn shop or a store front church.

Mr. Ambrose feels that the downtown is trending upwards right now and he wants to keep that going.

Mr. Morrow noted that Mr. Ambrose also acquired the interest of corporate businesses. Mr. Ambrose and his team have asked his place of business (Seawatch) to donate or contribute to their efforts. Mr. Morrow feels that was one area that was previously untapped. That is proof that DMI is looking for other avenues of financial support. In his opinion, the city reaps the benefits from it.

Mr. Ambrose concluded by pointing out the city budget is just shy of \$40 million. The \$40,000 request of a \$40 million budget is just one tenth of one percent.

Mr. Grier noted that the city is not really working with a \$40 million budget. Mr. Pikus pointed out that our purchase power costs are included in that bottom number which is not really part of the budget.

Mr. Grier reported that Mr. Ambrose met with him last week and discussed this at length. He agrees that DMI is doing a great job and he is very supportive of their activities.

He appreciates a copy of the budget and being able to actually see their income and expenses. However, his concern is that their budget basically broke even last year and asked where did all the available cash come from.

Mr. Grier referenced Mr. Ambrose' comment that DMI needs the city support to be successful. It appears that not getting the \$42,000 from the city last year would have left a big hole.

He did note that it will not cost anything extra in terms of the budget to continue providing the \$40,000 in future years ahead because we will not be adding it. After reviewing this, he will continue supporting the \$40,000 to DMI.

Mr. Pikus explained the final decision will come from city council during the budget hearings. For the record, he stated he is a downtown merchant and knows exactly what DMI does. Though he and DMI have different opinions in many cases, he said they always walk away with a good conclusion. The city is supportive of DMI. As a merchant for 66 years, his business has seen the peaks and valleys. They climb like in Any town USA. Without a good team, you go back to the valley. With a strong team, you go to the peak. Right now, he feels the downtown is aiming toward the peak with very few empty buildings downtown which he feels will be filled up shortly.

He then recognized Vice President Sarah Kate Hammer who chose not to comment.

Mr. Pikus feels we can work toward a positive goal but believes it should be done during budget time. He said Mr. Morrow mentioned several things that council needs to concentrate on and in particular, the new police department, infrastructure, etc. We are going to the bond market in a couple of weeks and still have a number of projects on the table. There were seventeen projects a little more than a year ago though five or six have been completed. The goal is to complete another five or six next year.

He will echo the support of his fellow finance committee members. He emphasized that we need to keep Downtown Milford alive. However, he reiterated that he does have a conflict because he is a downtown merchant.

He informed Mr. Ambrose that the finance committee will review the figures and information provided during the budget hearings. No answer can be given today and after a recommendation from the finance committee at that time, the entire council will vote on the matter.

*DMI (Downtown Milford Incorporated) Request to Use 207 S. Walnut Street Property*

Mr. Pikus reported that DMI is currently working out a temporary location. Mr. Ambrose has discussed another potential location at the end of March. He announced that President Irv Ambrose and Executive Director Lee Nelson have requested the use of the building the city recently purchased next door.

Mr. Pikus recalled the home was purchased for \$240,000 and is in dire need of repair. While the purchase was being considered by council, the intent was to buy the property, demolish the building and use the land.

He advised those present that Mr. Ambrose met with a contractor to obtain some proposals. Mr. Pikus stated that in order for the home to be used, funding will be needed for the repairs.

Mr. Ambrose then stated that there are certain things he cannot say because he would be betraying a confidence. He did say that he, along with the city manager, took a contractor through. The final figure for the needed renovations is between \$6,000 and \$7,000. He explained that in addition to the windows not having storm windows, they will not close.

He further described the porches, and in particular, the back porch/back deck and the front porch that have areas of rot. He said that regardless of what is done with the building, that will have to be repaired. He pointed out there are areas of the roof over the bump outs that are rotting and causing moisture to leak inside.

Mr. Ambrose said there are certain things that need to be done to the building to accommodate their office and the other use he is unable to discuss. He had the contractor break out the bills and DMI's portion would be \$2,500 which he is willing to present to his board for their approval.

Mr. Carmean reviewed Mr. Ambrose' request stating that he is asking for possession of the entire facility. Mr. Grier confirmed it will cost \$7,000 to fix the home up and there would be no additional costs; Mr. Ambrose stated yes.

Mr. Brooks asked how long DMI plans to use the building; Mr. Ambrose said as long as there is Downtown Milford, Incorporated. Mr. Brooks reiterated that the city plans were to demolish the building which will happen when the land

is needed which could be a year from now. Mr. Pikus agreed that when council agreed to purchase the home, the city wanted the land and because of the condition of the home, the intent was to demolish it.

Mr. Grier recalled the discussion that it was a rare opportunity for a property to become available next to the city's main campus. Thereby, it was agreed to buy it so it can be used by the city because city hall is currently landlocked. The city may not need to demolish the home immediately, but he does not feel we cannot afford to give that option away.

Mr. Ambrose said that obviously it is a city building and the city can do what they want. But as long as it is a building, it would suit Downtown Milford's needs. If he gets the go-ahead from this body, he would be willing to go back to his board and ask permission to shift some items in their budget to cover the \$2,500 renovations they would need to get in and be able to use the building.

Mr. Johnson said if the city loans them the building, city council would need to know what it is being used for. If there are other plans for the building besides DMI, it is important that information be provided. In addition, he would expect DMI to take care of any insurance that is needed on the building. The city should not have to pay insurance on the building when another entity is using it. He also was under the impression it was the city's intent to buy the building and tear it down in the near future. However, if DMI is willing to spend the money to have it repaired, the city may be willing to allow DMI to use it for a specified period of time.

Mr. Carmean said he is aware of the other use and feels city council will approve.

Mr. Brooks asked how much additional parking will be needed for DMI; Mr. Ambrose said DMI will use none. Mr. Carmean added that the other use will not require any additional parking either.

Mr. Ambrose reiterated there would be no parking needed at all.

Mr. Grier asked if Mr. Ambrose was requesting to use the building and not for the additional money. Mr. Ambrose said that council would have to approve the total costs to repair the home. He said there is no sense in doing the inside repairs, which DMI could pay for, if the outside repairs were not taken care of.

Mr. Carmean referenced the two bids presented by Mr. Ambrose. One covers the cost of the outside repairs and the other is for interior repairs.

Mr. Grier asked Mr. Ambrose if he wants the city to pay for the outside repairs; Mr. Ambrose said yes. Mr. Carmean then reviewed the proposals noting the outside repairs are \$3,850 and the inside repair estimate is \$2,410.

Mr. Pikus asked if that would bring the home back to code and make it a livable building. Mr. Gleysteen said for their purposes it would. Mr. Carmean said it would suffice considering what it would be used for.

Mr. Brooks asked for verification that all Mr. Ambrose is asking for \$3,810 and the building would be ready to move in; Mr. Ambrose said yes.

Mr. Grier asked if DMI is willing to pay the complete costs of the renovations in order to use the building. He noted there is \$106,700 in their account. Mr. Ambrose said they do not have that money. Mr. Grier says the document says cash available.

Mr. Ambrose said all that money is earmarked though they have some wiggle room.

It was asked if the building would only be used for offices; Mr. Ambrose did not respond. Mr. Pikus stated it would be used for dual purposes. He stressed the city is not willing to put any additional money in the building because it will eventually be demolished. However, if DMI wants to use the building, they would be responsible for any repairs. In addition, DMI would pay all the utilities, water, sewer, insurance until such time the city finds it necessary to tear it down.

While DMI is using the property, the city may proceed with removing the rear fence and taking over the use of the land behind it. Because \$240,000 has already been invested by the taxpayers, he asked if DMI is willing to accept those terms. Mr. Ambrose said he will need to check with his board first.

Mr. Grier asked if their lease expires at their current location, would they no longer be able to lease the property. Mr. Ambrose said they could probably continue leasing their current building, but this is a much better location. The place they are currently in is very small.

Mr. Grier feels what the finance committee is offering is fair considering the free rent.

Mr. Ambrose confirmed that council is offering the building and any renovations would be at DMI's cost. Mr. Grier added that he feels the city would have to give at least a year's time frame. He pointed out we are most likely committing \$40,000 for the next five years though that will be decided by the full council. As a result, \$6,500 would have to be spent to have a semi-permanent location. Mr. Ambrose said he is willing to present that to the board as well.

Mr. Ambrose asked if their lease could be guaranteed at least for one year; Mr. Pikus said he has no problem with that. Mr. Ambrose confirmed that DMI would be responsible for all utilities, all insurance and nothing else. Mr. Pikus asked what else could there be; Mr. Gleysteen stated maintenance and upkeep. Mr. Pikus added that DMI leasing the building rent free will not be a problem but they would need to take care of any and all maintenance.

Mr. Grier confirmed that DMI is paying \$390 a month rent at their current location.

Mr. Pikus said that part of the agreement would be for the city to use the rear property because eventually the entire property will be torn down.

Mr. Brooks said he has no problem with allowing DMI to rent the building as long as any costs are paid by DMI which includes any renovations. However, he does not want them to come back six months later with another wish list for that property. Mr. Pikus said part of the agreement would be that the city puts absolutely no money into the building.

Mr. Morrow has no problem with this, but considering the city has invested \$240,000, we need the option to do what is needed for the city. Once we decide we need the property, ample notice will be given. Otherwise, the home is sitting empty.

The overall consensus was that initially, a year's lease would be appropriate.

Mr. Carmean said it will be a savings to the city not to pay insurance because insuring a vacant home is expensive. He agrees the city would not tear the home down until the property was needed. However, he does not see an immediate need. Council emphasized that when the time comes it was needed, DMI would be given the appropriate notice.

Mr. Pikus said this is only the opinion of the finance committee who will make a recommendation to city council who will have the final decision.

Mr. Grier moved that the finance committee recommend to city council that DMI have the use of the entire building with a year's lease, to be used as they wish, DMI would be responsible for all expenses, including utilities, insurance and any other repairs would be at DMI's expense. At such time the city deems the building needs to be demolished, a notice of at least a year will be given to vacate the building. Motion seconded by Mr. Morrow. Motion carried.

Mr. Pikus advised the matter will be on the January 28<sup>th</sup> city council agenda.

Mr. Grier moved to adjourn the meeting, seconded by Mr. Morrow. Motion carried.

The Finance Committee Meeting adjourned at 6:48 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder

Kent



County

### Department of Finance

Susan Durham - Director of Finance  
Mary Karol - Assistant Director

Kent County  
Administrative Complex  
555 Bay Road  
Dover, DE 19901  
(302) 744-2386  
Fax: (302) 736-2270

## INVOICE

DATE: January 10, 2013

DUE DATE: February 11, 2013

City of Milford  
Attn: Richard Carmean  
P.O. Box 159  
Milford, DE 19963

DESCRIPTION	COST
Debt Service for Southern Bypass Project	
11/10/11 Interest Only Payment	\$16,848.59
11/13/12 Interest Only Payment	29,203.41
<b>TOTAL DUE</b>	<b>\$46,052.00</b>

*+12,735.21 - 2/10/13  
1st PAYMENT*

\$ 58,787.21

Make check payable to: Kent County Treasurer

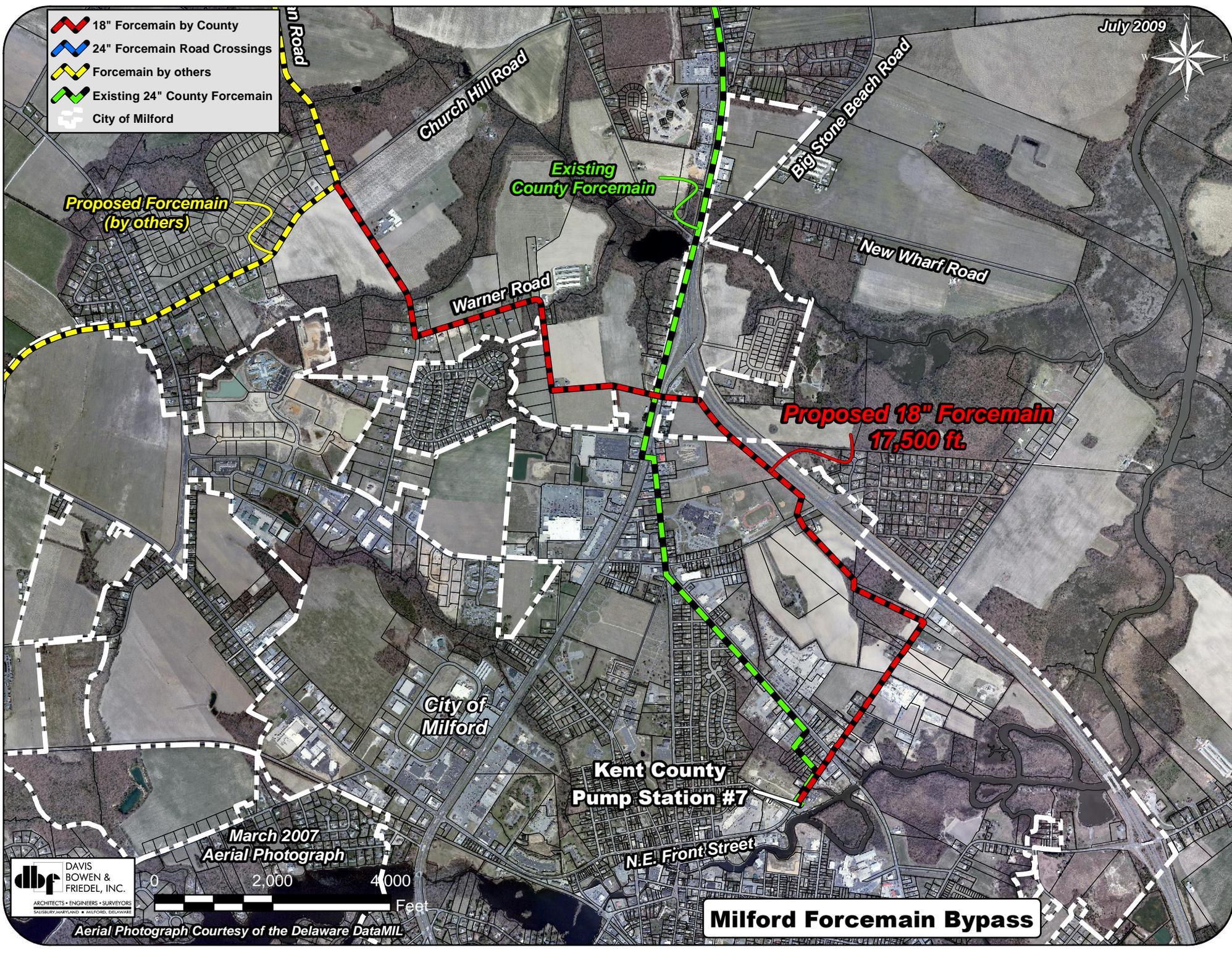
Please remit payment to: Kent County Levy Court  
Department of Finance  
Attn: Susan Hitchens  
555 Bay Rd.  
Dover, DE 19901

*"Serving Kent County With Pride"*

July 2009



-  18" Forcemain by County
-  24" Forcemain Road Crossings
-  Forcemain by others
-  Existing 24" County Forcemain
-  City of Milford



**Proposed Forcemain (by others)**

**Existing County Forcemain**

**Proposed 18" Forcemain 17,500 ft.**

**City of Milford**

**Kent County Pump Station #7**

March 2007  
Aerial Photograph



**Milford Forcemain Bypass**

Aerial Photograph Courtesy of the Delaware DataMIL

Loan Amount (P)	\$2,146,894.65
Interest Rate (I)	2.250%
Loan Years (L)	38
Yearly Payments	4
Total Payments (N)	152
Period Payment	\$21,049.94

**KENT COUNTY LEVY COURT, DELAWARE - SOUTHERN BYPASS**  
**BUILD AMERICA BOND TO SECURE USDA/RUS LOAN NO. 92-28**  
rev 01/18/13

No.	Interest Payment Date	Beginning Balance	Total Payment	Total City of Milford Payment (60.5%)	Total Kent County Payment (39.5%)	Principal	Expected Interest Payment	Total Principal Outstanding on Payment Date
1	11/10/2011 Interest Only*	\$2,102,686.75	\$27,848.91	\$16,848.59	\$11,000.32	N/A	\$27,848.91	\$2,102,686.75
2	11/10/2012 Interest Only	\$2,146,894.65	\$48,270.10	\$29,203.41	\$19,066.69	N/A	\$48,270.10	\$2,146,894.65
3	2/10/2013	\$2,146,894.65	\$21,049.94	\$12,735.21	\$8,314.73	\$8,973.66	\$12,076.28	\$2,137,920.99
4	5/10/2013	\$2,137,920.99	\$21,049.94	\$12,735.21	\$8,314.73	\$9,024.14	\$12,025.81	\$2,128,896.86
5	8/10/2013	\$2,128,896.86	\$21,049.94	\$12,735.21	\$8,314.73	\$9,074.90	\$11,975.04	\$2,119,821.96
6	11/10/2013	\$2,119,821.96	\$21,049.94	\$12,735.21	\$8,314.73	\$9,125.94	\$11,924.00	\$2,110,696.02
7	2/10/2014	\$2,110,696.02	\$21,049.94	\$12,735.21	\$8,314.73	\$9,177.28	\$11,872.67	\$2,101,518.74
8	5/10/2014	\$2,101,518.74	\$21,049.94	\$12,735.21	\$8,314.73	\$9,228.90	\$11,821.04	\$2,092,289.84
9	8/10/2014	\$2,092,289.84	\$21,049.94	\$12,735.21	\$8,314.73	\$9,280.81	\$11,769.13	\$2,083,009.03
10	11/10/2014	\$2,083,009.03	\$21,049.94	\$12,735.21	\$8,314.73	\$9,333.02	\$11,716.93	\$2,073,676.02
11	2/10/2015	\$2,073,676.02	\$21,049.94	\$12,735.21	\$8,314.73	\$9,385.51	\$11,664.43	\$2,064,290.50
12	5/10/2015	\$2,064,290.50	\$21,049.94	\$12,735.21	\$8,314.73	\$9,438.31	\$11,611.63	\$2,054,852.20
13	8/10/2015	\$2,054,852.20	\$21,049.94	\$12,735.21	\$8,314.73	\$9,491.40	\$11,558.54	\$2,045,360.80
14	11/10/2015	\$2,045,360.80	\$21,049.94	\$12,735.21	\$8,314.73	\$9,544.79	\$11,505.15	\$2,035,816.01
15	2/10/2016	\$2,035,816.01	\$21,049.94	\$12,735.21	\$8,314.73	\$9,598.48	\$11,451.47	\$2,026,217.54
16	5/10/2016	\$2,026,217.54	\$21,049.94	\$12,735.21	\$8,314.73	\$9,652.47	\$11,397.47	\$2,016,565.07
17	8/10/2016	\$2,016,565.07	\$21,049.94	\$12,735.21	\$8,314.73	\$9,706.76	\$11,343.18	\$2,006,858.31
18	11/10/2016	\$2,006,858.31	\$21,049.94	\$12,735.21	\$8,314.73	\$9,761.36	\$11,288.58	\$1,997,096.94
19	2/10/2017	\$1,997,096.94	\$21,049.94	\$12,735.21	\$8,314.73	\$9,816.27	\$11,233.67	\$1,987,280.67
20	5/10/2017	\$1,987,280.67	\$21,049.94	\$12,735.21	\$8,314.73	\$9,871.49	\$11,178.45	\$1,977,409.19
21	8/10/2017	\$1,977,409.19	\$21,049.94	\$12,735.21	\$8,314.73	\$9,927.01	\$11,122.93	\$1,967,482.17
22	11/10/2017	\$1,967,482.17	\$21,049.94	\$12,735.21	\$8,314.73	\$9,982.85	\$11,067.09	\$1,957,499.32
23	2/10/2018	\$1,957,499.32	\$21,049.94	\$12,735.21	\$8,314.73	\$10,039.01	\$11,010.93	\$1,947,460.31
24	5/10/2018	\$1,947,460.31	\$21,049.94	\$12,735.21	\$8,314.73	\$10,095.48	\$10,954.46	\$1,937,364.83
25	8/10/2018	\$1,937,364.83	\$21,049.94	\$12,735.21	\$8,314.73	\$10,152.26	\$10,897.68	\$1,927,212.57
26	11/10/2018	\$1,927,212.57	\$21,049.94	\$12,735.21	\$8,314.73	\$10,209.37	\$10,840.57	\$1,917,003.20
27	2/10/2019	\$1,917,003.20	\$21,049.94	\$12,735.21	\$8,314.73	\$10,266.80	\$10,783.14	\$1,906,736.40
28	5/10/2019	\$1,906,736.40	\$21,049.94	\$12,735.21	\$8,314.73	\$10,324.55	\$10,725.39	\$1,896,411.85
29	8/10/2019	\$1,896,411.85	\$21,049.94	\$12,735.21	\$8,314.73	\$10,382.62	\$10,667.32	\$1,886,029.23
30	11/10/2019	\$1,886,029.23	\$21,049.94	\$12,735.21	\$8,314.73	\$10,441.03	\$10,608.91	\$1,875,588.20
31	2/10/2020	\$1,875,588.20	\$21,049.94	\$12,735.21	\$8,314.73	\$10,499.76	\$10,550.18	\$1,865,088.44
32	5/10/2020	\$1,865,088.44	\$21,049.94	\$12,735.21	\$8,314.73	\$10,558.82	\$10,491.12	\$1,854,529.63
33	8/10/2020	\$1,854,529.63	\$21,049.94	\$12,735.21	\$8,314.73	\$10,618.21	\$10,431.73	\$1,843,911.41
34	11/10/2020	\$1,843,911.41	\$21,049.94	\$12,735.21	\$8,314.73	\$10,677.94	\$10,372.00	\$1,833,233.47
35	2/10/2021	\$1,833,233.47	\$21,049.94	\$12,735.21	\$8,314.73	\$10,738.00	\$10,311.94	\$1,822,495.47
36	5/10/2021	\$1,822,495.47	\$21,049.94	\$12,735.21	\$8,314.73	\$10,798.40	\$10,251.54	\$1,811,697.07
37	8/10/2021	\$1,811,697.07	\$21,049.94	\$12,735.21	\$8,314.73	\$10,859.15	\$10,190.80	\$1,800,837.92
38	11/10/2021	\$1,800,837.92	\$21,049.94	\$12,735.21	\$8,314.73	\$10,920.23	\$10,129.71	\$1,789,917.70
39	2/10/2022	\$1,789,917.70	\$21,049.94	\$12,735.21	\$8,314.73	\$10,981.65	\$10,068.29	\$1,778,936.04
40	5/10/2022	\$1,778,936.04	\$21,049.94	\$12,735.21	\$8,314.73	\$11,043.43	\$10,006.52	\$1,767,892.62
41	8/10/2022	\$1,767,892.62	\$21,049.94	\$12,735.21	\$8,314.73	\$11,105.55	\$9,944.40	\$1,756,787.07
42	11/10/2022	\$1,756,787.07	\$21,049.94	\$12,735.21	\$8,314.73	\$11,168.01	\$9,881.93	\$1,745,619.06
43	2/10/2023	\$1,745,619.06	\$21,049.94	\$12,735.21	\$8,314.73	\$11,230.83	\$9,819.11	\$1,734,388.22
44	5/10/2023	\$1,734,388.22	\$21,049.94	\$12,735.21	\$8,314.73	\$11,294.01	\$9,755.93	\$1,723,094.22
45	8/10/2023	\$1,723,094.22	\$21,049.94	\$12,735.21	\$8,314.73	\$11,357.54	\$9,692.40	\$1,711,736.68
46	11/10/2023	\$1,711,736.68	\$21,049.94	\$12,735.21	\$8,314.73	\$11,421.42	\$9,628.52	\$1,700,315.26
47	2/10/2024	\$1,700,315.26	\$21,049.94	\$12,735.21	\$8,314.73	\$11,485.67	\$9,564.27	\$1,688,829.59
48	5/10/2024	\$1,688,829.59	\$21,049.94	\$12,735.21	\$8,314.73	\$11,550.27	\$9,499.67	\$1,677,279.31
49	8/10/2024	\$1,677,279.31	\$21,049.94	\$12,735.21	\$8,314.73	\$11,615.24	\$9,434.70	\$1,665,664.07
50	11/10/2024	\$1,665,664.07	\$21,049.94	\$12,735.21	\$8,314.73	\$11,680.58	\$9,369.36	\$1,653,983.49

# **DEWARN WATER/WASTEWATER AGENCY RESPONSE NETWORK BY-LAWS**

## **ARTICLE I – NAME AND PURPOSE**

**Section 1 – Name:** The name of the organization shall be the Delaware Water/Wastewater Agency Response Network (DEWARN). It shall consist of water and wastewater system representatives that work together to provide an emergency response network.

**Section 2 – Purpose:** DEWARN is organized exclusively to support and promote statewide or local emergency preparedness, disaster response, and mutual assistance to member water and wastewater utilities in the State of Delaware.

## **ARTICLE II – MEMBERSHIP**

**Section 1 – Eligibility for Membership:** Any Water/Wastewater Utility that is either located in or does business in the State of Delaware is eligible for membership. Membership is granted upon receipt of the signed Mutual Aid Agreement.

**Section 2 – Rights of Members:** Each member utility shall appoint one voting representative to cast the member's vote in organization elections or other matters.

**Section 3 – Attendance of Meetings:** Attendance at meetings is strongly encouraged to help ensure that all utilities provide updated and accurate information so that responses to emergencies are handled in a uniform and consistent manner.

**Section 4 – Resignation and Termination:** Any member utility can resign by filing a written resignation with the secretary.

**Section 5 – Non-Voting Membership:** The DEWARN Executive Committee shall have the authority to establish and define non-voting categories of membership.

## **ARTICLE III – MEETINGS OF MEMBERS**

**Section 1 – Regular Meetings:** Regular meetings of the member utilities shall be held quarterly at a time and place designated by the Executive Committee Chair. An Executive Committee majority may cancel quarterly meetings if the need arises.

**Section 2 – Annual Meetings:** An annual meeting of the organization shall take place in the month of April. The specific date, time, and location will be designated by the Chair. At the annual meeting, the member utilities shall elect an Executive Committee, receive reports on the activities of the organization and determine the direction of the organization for the coming year.

**Section 3 – Special Meetings:** Special meetings may be called by the Chair, or a majority of the Executive Committee in the absence of the Chair.

**Section 4 – Notice of Meetings:** Electronic (e-mail) notice of each scheduled meeting shall be given to each member, not less than two weeks prior to the meeting.

**Section 5 – Quorum:** The members present at any properly announced meeting shall constitute a quorum.

**Section 6 – Voting:** All issues to be voted on shall be decided by a simple majority of those voting members present at the meeting in which the vote takes place. Each member utility shall have one representative eligible to vote at each meeting.

#### **ARTICLE IV – EXECUTIVE COMMITTEE**

**Section 1 – Executive Committee Role, Size, and Compensation:** The Executive Committee is responsible for overall policy and direction of the organization. The Executive Committee shall consist of the following: One (1) Chairperson, One (1) Vice Chairperson, and One (1) Secretary. No compensation (other than their normal salary paid by their respective employer) will be given to any DEWARN Executive Committee member.

**Section 2 – Terms:** All Executive Committee appointees shall serve one-year terms, but are eligible for re-election.

**Section 3 – Meetings and Notice:** The Executive Committee shall not hold separate meetings from its members unless properly announced and agreed upon.

**Section 4 – Elections:** A new Executive Committee shall be elected by the voting representative of member utilities at the annual meeting. The Executive Committee will be elected by a simple majority of voting members present. Each member utility present gets one vote.

**Section 5 – Election Procedures:** At the meeting prior to the annual meeting, nominations will be taken. Any member can nominate a voting member as a candidate to the slate of nominees. An open vote will then be taken at the annual meeting.

**Section 6 – Duties:** The duties of the Executive Committee are as follows: **The Chair** shall set the agenda, convene regularly scheduled meetings, shall preside or arrange for other Executive Committee members to preside over each meeting in the following order: Vice-Chair, Secretary. **The Vice-Chair** shall Chair committees on special subjects as designated by the Chair. **The Secretary** shall be responsible for keeping records of the board actions, including overseeing the taking of minutes at all meetings, sending out meeting announcements, distributing copies of minutes and the agenda, and assuring those records are maintained.

**Section 7 – Vacancies:** When a vacancy exists during mid-term, nominations and vote to fill the position will be held at the next scheduled meeting. These vacancies will be filled only to the end of the particular vacant positions term.

**Section 8 – Resignation, Termination, and Absences:** Resignation of an Executive Committee member must be in writing and received by the Secretary. An Executive Committee member may be terminated due to excessive absences, or for other reasons by a three-fourths vote of the membership.

## **ARTICLE V – AMENDMENTS**

**Section 1 – Amendments:** These bylaws may be amended when necessary. Proposed amendments must be submitted to the Secretary and will be sent out with regular board announcements to all voting members prior to scheduled meetings.

### **Certification**

These bylaws were approved by simple majority vote of the members on \_\_\_\_\_

1 **Delaware Mutual Aid and Assistance Agreement for Intrastate**  
2 **Water/Wastewater Agency Response Network (WARN)**

3  
4  
5 **AGREEMENT**

6  
7 This Agreement (the "Agreement") is made and entered into by public and private Water and  
8 Wastewater Utilities (the "Utilities") operating in the State of Delaware, who, by executing this  
9 Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and  
10 Assistance, known as Delaware Water/Wastewater Agency Response Network (DEWARN).  
11

12 The formation of a mutual aid and assistance network is consistent with Delaware Code, 20 Del.  
13 C. § 3203, and Homeland Security Presidential Directives No. 5 (HSPD-5) and No. 8 (HSPD-8).  
14 A basic premise of the National Response Plan, as established by HSPD-5, is that state and  
15 local resources and interstate mutual aid agreements will provide the first line of emergency  
16 response until such time state resources and capabilities are overwhelmed and Federal  
17 assistance is requested. HSPDD-8 calls for regional collaboration through mutual aid  
18 agreements and assistance compacts to strengthen preparedness and the capability to respond  
19 to, and recover from, emergency situations.  
20

21 **ARTICLE I.**  
22 **PURPOSE**

23  
24 Recognizing that emergencies may require aid or assistance in the form of personnel,  
25 equipment, and supplies from outside the area of impact, the signatory utilities hereby establish  
26 an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance  
27 Program, Members coordinate response activities and share resources during emergencies.  
28 This Agreement sets forth the procedures and standards for the administration of the Intrastate  
29 Mutual Aid and Assistance Program across jurisdictional and county boundaries in the State of  
30 Delaware. This Mutual Aid Program is limited to Water and Wastewater utilities and in no way  
31 affects other mutual aid or other agreements relating to the provision of other types of services  
32 in Emergency situations.  
33  
34

**ARTICLE II.  
DEFINITIONS**

- 1  
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3  
4 **A. Authorized Official – An employee or officer of a Member utility that is authorized to:**  
5     1. Request assistance;  
6     2. Offer assistance;  
7     3. Refuse to offer assistance or  
8     4. Withdraw assistance under this agreement.  
9
- 10 **B. Emergency – A natural or human caused event or circumstance causing, or imminently**  
11 **threatening to cause, loss of life, injury to person or property, human suffering or financial**  
12 **loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought,**  
13 **earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination,**  
14 **utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot,**  
15 **intentional acts, sabotage and war that is, or could reasonably be beyond the capability of**  
16 **the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program**  
17 **Member to fully manage and mitigate internally.**  
18
- 19 **C. Members – Any public or private Water or Wastewater Utility that manifests intent to**  
20 **participate in the Mutual Aid and Assistance Program by executing this Agreement.**  
21
- 22     1. **Associate Member – Any non utility participant, approved by the DEWARN Executive**  
23 **Committee, that provides a support role for the WARN program, for example State**  
24 **Division of Public Health, or associations, who are members of the DEWARN and do**  
25 **not officially sign the WARN agreement.**  
26
- 27     2. **Requesting Member – A Member who requests aid or assistance under the Mutual Aid**  
28 **and Assistance Program.**  
29
- 30     3. **Responding Member – A Member that responds to a request for aid or assistance under**  
31 **the Mutual Aid and Assistance Program.**  
32
- 33     4. **Non-Responding Member - A Member or Associate Member that does not provide aid or**  
34 **assistance during a Period of Assistance under the Mutual Aid and Assistance Program.**  
35
- 36 **D. Confidential Information - Any document shared with any signatory of this Agreement that is**  
37 **marked confidential, including but not limited to any map, report, notes, papers, opinion, or**  
38 **e-mail which relates to the system vulnerabilities of a Member or Associate Member.**  
39
- 40 **E. Period of Assistance – A specified period of time when a Responding Member assists a**  
41 **Requesting Member. The period commences when personnel, equipment, or supplies**  
42 **depart from Responding Member’s facility and ends when the resources return to their**  
43 **facility (portal to portal). All protections identified in the agreement apply during this period.**  
44 **The specified Period of Assistance may occur during response to or recovery from an**  
45 **emergency, as previously defined.**  
46
- 47 **F. National Incident Management System (NIMS): A national, standardized approach to**  
48 **incident management and response that sets uniform processes and procedures for**  
49 **emergency response operations.**  
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**ARTICLE III.  
ADMINISTRATION**

18 The Mutual Aid and Assistance Program shall be administered through an Executive  
19 Committee. The purpose of this Executive Committee is to provide local coordination of the  
20 Mutual Aid and Assistance Program before, during, and after an emergency. The Executive  
21 Committee shall be comprised of Members representing water and wastewater utilities  
22 throughout the State of Delaware, the Delaware Rural Water Association, the State Division of  
23 Public Health, Delaware Emergency Management Agency (DEMA) and the State Department of  
24 Natural Resources and Environmental Control (DNREC). Under the leadership of an elected  
25 Chairperson, the Executive Committee Members shall plan and coordinate emergency planning  
26 and response activities for the Mutual Aid and Assistance Program.

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**ARTICLE IV.  
PROCEDURES**

49 In coordination with the emergency management and public health system of the state, the  
50 Executive Committee shall develop operational and planning procedures for the Mutual Aid and  
51 Assistance Program. These procedures shall be reviewed at least annually and updated as  
needed by the Executive Committee.

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**ARTICLE V.  
REQUESTS FOR ASSISTANCE**

A. **Member Responsibility:** Members shall identify an Authorized Official and alternates;  
provide contact information including 24-hour access; and maintain resource information  
that may be available from the utility for mutual aid and assistance response. Such contact  
information shall be updated annually or when changes occur, and provided to the  
Executive Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and  
assistance from a participating Member. Requests for assistance can be made orally or in  
writing. When made orally, the request for personnel, equipment, and supplies shall be  
prepared in writing as soon as practicable. Requests for assistance shall be directed to the  
Authorized Official of the participating Member. Specific protocols for requesting aid shall  
be provided per the procedures described in Article IV.

B. **Response to a Request for Assistance –** Members of the Agreement are not obligated to  
respond to a request. After a Member receives a request for assistance, the Authorized  
Official evaluates whether or not to respond, whether resources are available to respond, or  
if other circumstances would hinder response. Following the evaluation, the Authorized  
Representative shall inform, as soon as possible, the Requesting Member whether it will  
respond. If the Member is willing and able to provide assistance, the Member shall inform  
the Requesting Member about the type of available resources, the approximate arrival time  
of such assistance and the expected duration of resource availability

C. **Discretion of Responding Member's Authorized Official –** Execution of this Agreement does  
not create any duty to respond to a request for assistance. When a Member receives a  
request for assistance, the Authorized Official shall have sole and absolute discretion as to

1 whether or not to respond, or the availability of resources to be used in such response. An  
2 Authorized Member's decisions on the availability of resources shall be final and shall not be  
3 challenged by any other Member Utility.  
4

5  
6 **ARTICLE VI.**  
7 **RESPONDING MEMBER PERSONNEL**  
8

- 9 A. National Incident Management System - When providing assistance under this Agreement,  
10 the Requesting Utility and Responding Utility shall be organized and shall function under the  
11 National Incident Management System.  
12
- 13 B. Control - The Responding Members will determine the appropriate personnel available to  
14 allocate to the Requesting Member. Once on-site, the Responding Member's employees  
15 come under the direction and control of the Requesting Member, consistent with the NIMS  
16 Incident Command System, to address the needs identified by the Requesting Member. The  
17 Requesting Member's Authorized Official shall coordinate response activities with the  
18 supervisor(s) of the Responding Member(s) as designated by the Authorized Official of each  
19 respective Responding Member. The Responding Member's designated supervisor(s) must  
20 keep accurate records of work performed by personnel during the specified Period of  
21 Assistance.  
22
- 23 C. Food and Shelter – Whenever practical, Responding Member personnel must be self  
24 sufficient for up to 72 hours. When possible, the Requesting Member shall supply  
25 reasonable food and shelter for Responding Member personnel. If the Requesting Member  
26 is unable to provide food and shelter for Responding personnel, the Responding Member's  
27 designated supervisor is authorized to secure the resources necessary to meet the needs of  
28 its personnel. Except as provided below, the cost for such resources must not exceed the  
29 State per diem rates for that area. To the extent Food and Shelter costs exceed the State  
30 per diem rates for the area, the Responding Member must demonstrate that the additional  
31 costs were reasonable and necessary under the circumstances. Unless otherwise agreed  
32 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
33 Member for all reasonable and necessary costs associated with providing food and shelter,  
34 if such resources are not provided.  
35
- 36 D. Communication – The Requesting Member shall provide Responding Member personnel  
37 with radio equipment as available, or radio frequency information to program existing radio  
38 equipment, in order to facilitate communications with local responders and utility personnel.  
39
- 40 E. Status - Unless otherwise provided by law, the Responding Member's officers and  
41 employees retain the same privileges, immunities, rights, duties and benefits as provided in  
42 their respective jurisdictions.  
43
- 44 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that  
45 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills  
46 shall be allowed to carry out activities and tasks relevant and related to their respective  
47 credentials during the specified Period of Assistance.  
48
- 49 G. Right to Withdraw - The Responding Member's Authorized Official retains the right to  
50 withdraw some or all of its resources at any time for any reason in the Responding  
51 Member's sole and absolute discretion. Notice of intention to withdraw must be

1 communicated to the Requesting Member's Authorized Official as soon as soon as is  
2 practicable under the circumstances.  
3  
4

5 **ARTICLE VII.**  
6 **COST- REIMBURSEMENT**  
7

8 The Requesting Member shall reimburse the Responding Member for each of the following  
9 categories of costs incurred during the specified Period of Assistance as agreed in whole or in  
10 part by both parties; provided, that any Responding Member may assume in whole or in part  
11 such loss, damage, expense, or other cost, or may loan such equipment or donate such  
12 services to the Requesting Member without charge or cost.  
13  
14

- 15 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for  
16 personnel costs incurred for work performed during the specified Period of Assistance.  
17 Responding Member personnel costs shall be calculated according to the terms provided in  
18 their employment contracts or other conditions of employment. The Responding Member's  
19 designated supervisor(s) must keep accurate records of work performed by personnel  
20 during the specified Period of Assistance. Requesting Member reimbursement to the  
21 Responding Member should consider all personnel costs, including salaries or hourly  
22 wages, costs for fringe benefits, and indirect costs.  
23
- 24 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use  
25 of equipment during the specified Period of Assistance, including, but not limited to,  
26 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
27 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
28 Member in good working order as soon as is practicable and reasonable under the  
29 circumstances. As a minimum, rates for equipment use must be based on the most recent  
30 Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a  
31 Responding Member uses rates different from those in the FEMA Schedule of Equipment  
32 Rates, the Responding Member must provide such rates orally or in writing to the  
33 Requesting Member prior to supplying the equipment. Mutual agreement on which rates are  
34 used must be reached orally or in writing prior to dispatch of the equipment. Final written  
35 agreement must be provided to the requesting member within 48 hours of dispatch of the  
36 equipment, or as soon as reasonably possible. Reimbursement for equipment not  
37 referenced on the FEMA Schedule of Equipment Rates must be developed based on actual  
38 recovery of costs. If Responding Member must lease a piece of equipment while its  
39 equipment is being repaired, Requesting Member shall reimburse Responding Member for  
40 such rental costs.  
41
- 42 C. Materials and Supplies – The Requesting Member must reimburse the Responding Member  
43 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
44 returnable supplies. The Responding Member must not charge direct fees or rental charges  
45 to the Requesting Member for other supplies and reusable items that are returned to the  
46 Responding Member in a clean, damage-free condition. Reusable supplies that are  
47 returned to the Responding Member with damage must be treated as expendable supplies  
48 for purposes of cost reimbursement.  
49
- 50 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting  
51 Member for all expenses incurred by the Responding Member while providing assistance

1 under this Agreement. The Responding Member must send the itemized bill not later than  
2 (90) ninety days following the end of the Period of Assistance. The Responding Member  
3 may request additional periods of time within which to submit the itemized bill, and  
4 Requesting Member shall not unreasonably withhold consent to such request. The  
5 Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following  
6 the billing date. The Requesting Member may request additional periods of time within  
7 which to pay the itemized bill, and Responding Member shall not unreasonably withhold  
8 consent to such request, provided, however, that all payment shall occur not later than one-  
9 year after the date a final itemized bill is submitted to the Requesting Member.

10  
11 E. Records - Each Responding Member and their duly authorized representatives shall have  
12 access to a Requesting Member's books, documents, notes, reports, papers and records  
13 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
14 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member  
15 and their duly authorized representatives shall have access to a Responding Member's  
16 books, documents, notes, reports, papers and records which are directly pertinent to this  
17 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,  
18 maintenance or regulatory audit. Such records shall be maintained for at least three (3)  
19 years or longer where required by law, and the review of such records shall be kept strictly  
20 confidential, unless otherwise required by law.

21  
22  
23 **ARTICLE VIII.**  
24 **DISPUTES**  
25

26 If any controversy or claim arises out of, or relates to, the execution of the Agreement, including,  
27 but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to  
28 resolve the dispute by negotiation, followed by mediation and finally shall be settled by  
29 arbitration in accordance with the Rules of the American Arbitration Association. Any court of  
30 competent jurisdiction in the State of Delaware may enter the judgment rendered by the  
31 arbitrators as final judgment that is binding on the parties. All Member Utilities expressly waive  
32 the right to a jury trial in any such litigation.

33  
34  
35 **ARTICLE IX.**  
36 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**  
37

38 The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the  
39 Responding Member, its officers and employees, from all claims, loss, damage, injury, death,  
40 expenses (including reasonable attorney's fees), and liability of every kind, nature and  
41 description, whatsoever, directly or indirectly arising from Responding Member's work during a  
42 specified Period of Assistance. The scope of the Requesting Member's duty to indemnify  
43 includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of  
44 equipment or supplies on loan to the Requesting Member, or faulty workmanship or other  
45 negligent acts, errors or omissions by Requesting Member or the Responding Member  
46 personnel during the Period of Assistance.

47  
48 The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with,  
49 the conditions set forth in Article X.

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3 **ARTICLE X.**  
4 **SIGNATORY INDEMNIFICATION**  
5

6 In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising  
7 out of a specified Period of Assistance, the Members who receive and provide assistance shall  
8 have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their  
9 officers, agents and employees from any liability, claim, demand, action, or proceeding of  
10 whatever kind or nature arising out of a Period of Assistance.  
11

12  
13 **ARTICLE XI.**  
14 **WORKER'S COMPENSATION CLAIMS**  
15

16 The Responding Member is responsible for providing worker's compensation benefits and  
17 administering worker's compensation for its employees. The Requesting Member is responsible  
18 for providing worker's compensation benefits and administering worker's compensation for its  
19 employees.  
20

21  
22 **ARTICLE XII.**  
23 **NOTICE**  
24

25 A Member who becomes aware of a claim or suit that in anyway, directly or indirectly,  
26 contingently or otherwise, affects or might affect other Members of this Agreement shall provide  
27 prompt and timely notice to the Members who may be affected by the suit or claim. Each  
28 Member reserves the right to participate in the defense of such claims or suits as necessary to  
29 protect its own interests.  
30

31  
32 **ARTICLE XIII.**  
33 **INSURANCE**  
34

35 Members of this Agreement shall maintain an insurance policy or maintain a self insurance  
36 program that covers activities that it may undertake by virtue of membership in the Mutual Aid  
37 and Assistance Program.  
38

39  
40 **ARTICLE XIV.**  
41 **CONFIDENTIAL INFORMATION**  
42

43 To the extent provided by law, any Member or Associate Member shall maintain in the  
44 strictest confidence and shall take all reasonable steps necessary to prevent the  
45 disclosure of any Confidential Information disclosed under this Agreement. If any  
46 Member, Associate Member, third party or other entity requests or demands, by  
47 subpoena or otherwise, that a Member or Associate Member disclose any Confidential  
48 Information disclosed under this Agreement, the Member or Associate Member shall  
49 immediately notify the owner of the Confidential Information and shall take all  
50 reasonable steps necessary to prevent the disclosure of any Confidential Information by  
51 asserting all applicable rights and privileges with respect to such information and shall

1 cooperate fully in any judicial or administrative proceeding relating thereto.  
2  
3

4 **ARTICLE XV.**  
5 **EFFECTIVE DATE**  
6

7 This Agreement shall be effective after the Water and Wastewater Utility's authorized  
8 representative executes the Agreement and the Executive Committee Chair receives the signed  
9 Agreement. The Executive Committee Chair shall maintain a master list of all Members of the  
10 Mutual Aid and Assistance Program.  
11

12 **ARTICLE XVI.**  
13 **WITHDRAWAL**  
14

15 A Member may withdraw from this Agreement by providing written notice of its intent to  
16 withdraw to the Executive Committee Chair. Withdrawal shall be effective 60 days after the  
17 date that the Executive Committee Chair receives notice. Withdrawal from this Agreement by  
18 any Member Utility shall in no way affect a Requesting Member's duty to reimburse a  
19 Responding Member for cost incurred during a Period of Assistance or a Requesting Member's  
20 duty to indemnify a Responding Member, which duties shall survive any such withdrawal.  
21  
22

23 **ARTICLE XVII.**  
24 **MODIFICATION**  
25

26 No provision of this Agreement may be modified, altered or rescinded by individual Member  
27 Utilities. Modifications to this Agreement may be made due to programmatic operational  
28 changes to support the Agreement, legislative action, creation of an interstate aid and  
29 assistance agreement, or other similar developments. Modifications require a simple majority  
30 vote of Members. The Executive Committee Chair must provide written notice to all Member  
31 Utilities of approved modifications to this Agreement. Approved modifications take effect 60  
32 days after the date upon which notice is sent to the Member Utilities.  
33  
34

35 **ARTICLE XVIII.**  
36 **SEVERABILITY**  
37

38 The parties agree that if any term or provision of this Agreement is declared by a court  
39 of competent jurisdiction in the State of Delaware to be illegal or in conflict with any law,  
40 the validity of the remaining terms and provisions shall not be affected, and the rights  
41 and obligations of the parties shall be construed and enforced as if the Agreement did  
42 not contain the particular term or provision held to be invalid.  
43  
44

45 **ARTICLE XIX.**  
46 **PRIOR AGREEMENTS**  
47

48 This Agreement supersedes all prior Agreements between Members to the extent that such  
49 prior Agreements are inconsistent with this Agreement.  
50  
51

1 **ARTICLE XX.**  
2 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**  
3

4 This Agreement is for the sole benefit of the Member Utilities and no person or entity shall have  
5 any rights or remedies under this Agreement as a third party beneficiary. Assignments of  
6 benefits and delegations of duties created by this Agreement are prohibited and shall have no  
7 legal effect.  
8

9  
10 **ARTICLE XXI.**  
11 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**  
12

13 To the extent practicable, Member Utilities shall participate in Mutual Aid and Assistance  
14 programs conducted under the State of Delaware Intrastate Mutual Aid and Assistance Program  
15 and the Interstate Emergency Management Assistance Compact (EMAC). Members may  
16 voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and  
17 wastewater utilities through this Agreement if such a Program were established.  
18

19  
20 Now, therefore, in consideration of the covenants and obligations set forth in this Agreement,  
21 the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate  
22 Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this  
23 Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20XX.  
24

25 Water/Wastewater Utility: \_\_\_\_\_  
26

27 By: \_\_\_\_\_  
28

By: \_\_\_\_\_  
29

30 Title: \_\_\_\_\_  
31

Title \_\_\_\_\_  
32

33 \_\_\_\_\_  
Please Print Name  
34

\_\_\_\_\_  
Please Print Name  
35

36 Approved as to form and legality  
37

38 By: \_\_\_\_\_  
39

Attorney for Utility  
40

41 \_\_\_\_\_  
Please Print Name  
42  
43  
44



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
& ENVIRONMENTAL CONTROL  
DIVISION OF FISH & WILDLIFE  
89 Kings Highway  
Dover, Delaware 19901

OFFICE OF THE  
DIRECTOR

January 18, 2013

City of Milford  
P.O. Box 159  
201 S. Walnut Street  
Milford, DE 19963

**Re: Do you want State Mosquito Control services in your city/town next year?**

Dear Sir or Madam:

It's now time for you to think about the start of another mosquito control season, involving our program now inquiring about whether your city or town might again want to receive (or might newly want to receive) the State's mosquito control services for the upcoming year (2013). By mid-March, 2013 the **Delaware Mosquito Control Section** will once again start its statewide spring woodland control program (to control larval mosquitoes breeding in wet woodlands). We'll then be performing from early April into early November our usual range of other statewide efforts to control these pests and public health menaces, which can originate from coastal tidal marshes, freshwater wetlands, and within developed or domestic settings. As such, **we now want to know if your city or town wants to participate in our control program for the upcoming year**, and to receive at no cost to your municipality the State's mosquito control services.

**Potential problems if for some reason you choose not to sign up**

In addition to our usual concern for mosquito nuisance problems and their quality-of-life and economic impacts, plus our traditional concern for possible transmission to humans or horses of highly virulent Eastern Equine Encephalitis (EEE), this upcoming season also carries the specter for the quite probable continued occurrence of a relatively new mosquito-borne disease problem given much publicity over the past several years, being West Nile Encephalitis (WNE). While WNE might not be as sickening or deadly a problem as EEE, it will probably more frequently occur, and still be quite problematic for some people who contract this virus.

It's important to understand that if at this time your municipality chooses not to participate in the Section's program, then in event of your sudden change of mind, perhaps due to intolerable nuisance or disease problems sometime during the upcoming year, the Section might *not* be able to take control actions until all the agreements and procedures contained herein are fulfilled by your city or town. This can then slow down or even preclude the Section's ability to take or deliver timely response actions.

*Delaware's good nature depends on you!*

## **What you need to do to participate**

In order to best serve the public, the Delaware Department of Natural Resources and Environmental Control (DNREC) has developed and adopted the enclosed **Mosquito Control Spray Policy** to govern applications of insecticides, with particular emphasis on the spraying of aerially- or ground-applied adulticides (insecticides to kill adult mosquitoes), and to a lesser degree for aerially- or ground-applied larvicides (insecticides to kill immature mosquitoes in their aquatic stages), within incorporated cities or towns. Aerial spraying of adulticides or larvicides might be done by fixed-wing aircraft or helicopter. Ground application of adulticides will be done by truck-mounted sprayers (a.k.a. "foggers"). Ground application of larvicides might be done by truck-mounted sprayers, backpack sprayers, or hand tosses. We are not requesting your endorsement for our ability to undertake ground applications of larvicides, but we are for all types of aerial spraying for adulticiding or larviciding, as well as for ground applications of adulticides.

The Spray Policy requires annual consent by municipalities before the Section will undertake certain types of needed insecticide spraying within a city or town's jurisdictional boundaries; provides for contact persons to represent both the municipality and the State; allows through a municipality's own devices for identification of "No-spray zones" for adulticides (if any); and addresses mosquito control in event of a declared public health emergency. This annual consent can be indicated by completing and returning to the Section the enclosed "**Municipality Endorsement**" form. There is also the option on the endorsement form to indicate that your city or town does not wish to participate. We would greatly appreciate your returning the endorsement form in either case. Without receiving the endorsement signed in some manner by the time requested, the Section will assume that your city or town does **not** wish to participate in the upcoming year's control program.

Please note that just by your signing and returning the Municipality Endorsement form it does **not** mean that you then automatically receive **all** of our mosquito control services whenever needed without any further actions on your part. Converse to this and as a specific exception (exclusive of a public health emergency that Mosquito Control might recognize), and as described in our Spray Policy (see Section III-4 on page 5), **each and every time** that you want Mosquito Control to undertake any adulticide spraying (to control adult mosquitoes), done by us either via ground-based or aerial applications within or over areas in your municipality's jurisdiction, **your municipality's designated Mosquito Control contact person** (as you will have indicated on the Municipality Endorsement form, or alternatively it could be some other appropriate city or town official) **must contact the Mosquito Control Section and request such adulticiding**. Please note that there can be occasions when we might recommend to your city or town that such type of spraying be undertaken (based on technical information that our program collects), and whereby we advise you that your municipality then officially requests that we take such spray actions. However, in many instances it will be more a matter of your first contacting us on an **event-by-event** basis that you want Mosquito Control to adulticide (which could be determined by your municipality as being necessary or desirable for us to undertake via several avenues, such as your hearing from your citizens or constituents about intolerable local mosquito infestations, or by other means or devices that your city or town might have at your disposal).

The Mosquito Control Section also requires all participating municipalities **to prepare and sign a waiver on official city or town letterhead stationery** permitting spray application by low-flying aircraft, in order to comply with Federal Aviation Administration (FAA) regulations. Additionally, we have included a map of your city or town's area that was made from a pertinent section(s) of a USGS 7-1/2" topographic map(s), **for your municipality to delineate its current incorporated boundaries;**

and for you **to also indicate and delineate requests for adulticide No-spray Zones (if any)** in regard to adulticide aerial spraying, adulticide ground spraying, or both.

**Information about the products we use**

Starting back in 2009 to better conserve paper and reduce costs, we stopped mailing to you as points-of-information any paper copies of the insecticide product labels and Material Safety Data Sheets (MSDS) for the insecticides mentioned in our enclosed Spray Policy, which constitute the range of products that we might use this upcoming season. These written materials, although technical in nature, can provide a wealth of information to any concerned individuals regarding an insecticide's safety for human health, wildlife or the environment. And of course we only use EPA-registered products for the purpose at-hand, safely done in full accordance with federally-approved label instructions. However, we still want you to have ready access to this technical information, which we're now providing via a CD included in this packet. Please also note that as we started to do last year, we now prefer to send our daily Spray Announcements to you via e-mail, rather than via fax as in the past, doing this to conserve both staff time and paper. We have also included a copy of our public information handout ["Mosquito Control in Delaware"], which you can reproduce and use however you see fit.

If your city or town wishes to participate in the Section's mosquito control program next year, please sign and return **by no later than March 8 (Friday), 2013** (about 7 weeks from now):

1. the enclosed Municipality Endorsement;
2. an FAA waiver letter giving us permission to aerielly spray over your city/town, written on your city/town letterhead;
3. the enclosed USGS topo map, where you have drawn your municipality's current boundaries and indicated any requested No-spray Zones.

Your response should be mailed to: **Delaware Mosquito Control Section, Division of Fish and Wildlife, DNREC, 89 Kings Highway, Dover, DE 19901**. If you have any questions, please call Taja Jones at 302-739-9917, and if she isn't available then ask for me. Thank you for your cooperation.

Sincerely,

*William H Meredith*

William H. Meredith, Ph.D.  
Environmental Program Administrator  
Delaware Mosquito Control Section

encl: Mosquito Control Spray Policy (for your information)  
CD copy of product labels and Material Safety Data Sheets (MSDS)  
Municipality Endorsement form (for your signing and returning)  
"Mosquito Control in Delaware" (an informational handout)  
USGS topo map (for your indicating municipal boundaries and returning)

[www.facebook.com/DelawareFishWildlife](http://www.facebook.com/DelawareFishWildlife)



**MUNICIPALITY ENDORSEMENT**

**MOSQUITO CONTROL SPRAY POLICY**

- A. I hereby certify that the City or Town of \_\_\_\_\_ has received from the Delaware Mosquito Control Section (DNREC) for the year **2013** a copy of the Mosquito Control Spray Policy, as well as our latest CD containing product labels and Material Safety Data Sheets for the insecticides mentioned in the Spray Policy.
- B. On behalf of the City or Town in regard to participating in and permitting the Section's mosquito control spray activities to occur this year (from March through mid-November) within our jurisdictional boundaries: (please check one):

\_\_\_\_\_ I agree to allow the Mosquito Control Section to undertake its spraying activities within the city or town, to be done in adherence to and per provisions of the Mosquito Control Spray Policy.

OR

\_\_\_\_\_ I do not request the Section's mosquito control spray services this year within city or town boundaries.

- C. In event of agreeing to participate and permit mosquito control activities within the city or town, I have enclosed: 1) a USGS topographic map showing the municipal boundaries, as well as identifying and delineating on the map No-spray zones (if any); 2) a signed waiver prepared on official city or town letterhead permitting spray applications by low-flying aircraft.
- D. In event of agreeing to participate and permit mosquito control spraying within the city or town, the municipal contact person is \_\_\_\_\_ at phone number \_\_\_\_\_ and e-mail address \_\_\_\_\_. As a second municipal contact, his/her alternate is \_\_\_\_\_ at phone number \_\_\_\_\_ and e-mail address \_\_\_\_\_. The fax number for our municipality is \_\_\_\_\_.
- E. Please note that the Mosquito Control Section now prefers to e-mail our daily Spray Announcements to you as opposed to continuing to send them via fax. This will help us conserve both staff time and paper.

\_\_\_\_\_  
(Signature of city/town official)

\_\_\_\_\_  
(Title of city/town official)

\_\_\_\_\_  
(Date)

## MOSQUITO CONTROL SPRAY POLICY

The Delaware Mosquito Control Section (Division of Fish and Wildlife, Department of Natural Resources and Environmental Control) utilizes an Integrated Pest Management (IPM) program to control mosquitoes in Delaware.

### **I. CONTROL METHOD PRACTICES AND PRIORITIES**

The Department's (DNREC's) first preference for control is to use environmentally-sound source reduction techniques such as Open Marsh Water Management (OMWM) for saltmarsh mosquito control, managing or manipulating water levels in high-level coastal impoundments so as to disrupt the mosquito's life cycle, or stocking of larvivoracious fishes in stormwater basins, backyard ornamental ponds, beaver ponds, etc. Such biological controls are effective in controlling an estimated 95 percent of mosquitoes breeding in areas treated with source reduction. The Department has a long-term program for implementing such approaches and is carrying out this program as time and resources permit. However, source reduction techniques are not suitable for some mosquito producing habitats, and in some cases landowners will not permit the Department to undertake the activities needed for source reduction purposes. In such circumstances, other control measures must then be employed.

The second preference for control is selective application of environmentally-compatible, EPA-registered larvicides (products designed to kill mosquitoes while they are still in the concentrated aquatic life stage) applied to the areas where mosquitoes breed. Aerial larviciding by fixed-wing aircraft or helicopters is usually not practiced directly over residential or developed areas, but ground-applied larvicides are frequently used to treat roadside ditches, flooded fields, used tire piles, abandoned swimming pools, woodland pools, median strip swales, lawn puddles, etc. in urban areas or suburban communities. Aerial larviciding by fixed-winged aircraft or helicopter is primarily used to treat freshwater wetlands, flooded woodlands, or coastal salt marshes or tidal wetlands, and is done only as warranted based upon intensive field surveys of larval occurrence, distribution and abundance. To be effective, larvicides must be applied during a very restricted period in the mosquito's aquatic phase of development. However, unfavorable weather or tidal conditions may prevent effective larvicide applications during this period. Larvicides routinely used in the recent past have included organophosphates such as temephos (Abate); but there is now a tendency to move toward third-generation larvicides, including juvenile growth hormone mimics such as methoprene (Altosid), bacterial insecticides such as Bti (VectoBac, Aquabac, Teknar), or spinosad (Natular). We also make some local use of mono-molecular film larvicides (Agnique, Arosurf). These products may be either liquid or granular formulations. All larvicide products are applied according to federal, EPA-approved label specifications, as required by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

When unfavorable larviciding conditions occur or larviciding has been unsuccessful, it might be necessary to resort to adulticiding (the term used to describe spraying practices to control adult mosquitoes). This type of spraying always occurs via a liquid formulation which ultimately becomes a fog or vapor. This is not to be confused with larviciding, which is often done via a dry/granular formulation. The adulticides used for the control of pestiferous mosquito species (e.g. organophosphates such as naled, or synthetic pyrethroids such as permethrin, resmethrin or sumithrin, or etofenprox) are EPA-registered insecticides, which (like the larvicides) have demonstrated minimal human health or environmental risks, and as such can be sprayed over or within populated areas. The EPA has determined that all the mosquito control insecticides applied by the Mosquito Control Section can be used to kill mosquitoes without posing unreasonable risks to human health, wildlife or the environment (but this is not to say that

there are no risks at all). Once again, all adulticide products are applied according to federally, EPA-approved label specifications, as required by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The Department will keep abreast of any EPA announcements that would suggest that a pesticide of choice (larvicide or adulticide) might present greater risks to human health or the environment than previously thought, and certainly comply with any new EPA requirements affecting the use of individual pesticide products.

When adulticides have to be used, our first choice is to apply them aerially by fixed-wing aircraft or helicopter within or immediately adjacent to mosquito-breeding areas, immediately after the adult mosquitoes have emerged. This tactic is more effective and less expensive than spraying adulticides over widespread areas after the adults have dispersed. However, before newly-emerged adults migrate to upland zones, the time period available to achieve satisfactory control on or near their breeding habitats is even shorter than for larviciding.

In some cases, however, all of the above controls are inadequate to control mosquito populations prior to their movements into developed areas. In such cases, adulticiding in populated areas might have to be done, particularly if nuisance problems become intolerable or there is the chance of spreading mosquito-borne diseases. These adulticides might be applied aerially (by fixed-wing aircraft or helicopter) or by ground using truck-mounted sprayers.

This spray policy primarily addresses the issues of insecticide applications in populated areas, with an emphasis on adulticide use whether by aerial or ground applications. The best available scientific information from the EPA and product manufacturers, plus independent research by the University of Delaware and other sources, leads us to conclude that the products we use, and the manner in which we use them, pose no unreasonable risks to the public (human health), wildlife or the environment. The EPA's product-labeling process reflects the permitted use and safety precautions that pesticide applicators must adhere to. The EPA, in order to designate a product's approved use, has to complete a risk assessment, and has to determine that the final end use possesses extremely low human health or environmental risks when applied in accordance with federally-approved label instructions, as required by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

## **II. ADULTICIDING IN POPULATED AREAS**

The decision to spray for mosquitoes in populated areas depends upon two forms of evidence indicating that mosquito populations are unacceptably high. The first form is physical evidence obtained in populated areas from professional analyses of adult mosquito light-trap data (where available) for population abundance and species composition, or upon adult mosquito landing rate counts. Light-trap counts in populated areas exceeding 25 adult females per night of pestiferous species, or landing rate counts averaging three (3) or more adults per minute in populated areas, indicate a nuisance condition substantially lowering the quality-of-life, as well as an enhanced possibility for mosquito-borne disease transmission. Except when there are additional reasons to believe that some mosquito species may be presenting a significant public health risk, no spraying will be conducted unless physical or complaint evidence suggests that spraying is warranted.

The second form of evidence is public complaints in populated areas, resulting in requests for spraying coming from either individuals, civic or homeowners associations, or local city or town officials within incorporated municipalities. To the extent practicable the Section will investigate in the field the need for a spray response based on the physical evidence previously described, collected in manner as can be practicably obtained in the field in consideration of

mosquito species-specific diurnal/nocturnal activity patterns, sampling limitations, and staff or equipment logistical constraints. The Mosquito Control Section will decide whether spraying is warranted on the basis of physical evidence alone; or by the merit, as determined by the Section, of a municipal request; or by the number, merit and pattern, as determined by the Section, of citizen complaints directly received by the Section. **[In regard to public requests for adulticide spraying coming from incorporated areas, the Section requires that citizen requests for spraying during an infestation be coordinated and conveyed to the Section by phone through a designated municipal official.]**

### III. PROTOCOLS FOR ADULTICIDING INCORPORATED MUNICIPALITIES

#### 1. Mosquito Control Municipality Spray Endorsement

On an annual basis, each incorporated municipality (city or town) desiring aerial adulticiding or aerial larviciding will prepare and sign a waiver on official municipal letterhead permitting spray application of insecticides by low-flying aircraft for treatments to be done by the Delaware Mosquito Control Section or its contractors, in order to comply with Federal Aviation Administration (FAA) regulations.

Before the start of the pest season (by early or mid-March), the municipality will also acknowledge and agree to through a signed endorsement the Mosquito Control Spray Policy's provisions, in order to allow and request the Mosquito Control Section to spray as warranted either all or portions of areas within the municipality's jurisdiction in accordance with this Spray Policy. Return of the signed endorsement requesting spraying will be needed for the Section to spray by fixed-wing aircraft, helicopter, or truck-mounted sprayer or fogger any adulticides or larvicides within a municipality's borders, with exception of aerial spraying of larvicides over coastal tidal wetlands, and with exception of ground application of larvicides to tidal or non-tidal wetlands or other aquatic breeding sites by truck-mounted sprayers or hand application methods. [In regard to these last two situations, approval from municipalities is *not* necessary for the Section to aerially treat coastal tidal wetlands with larvicides, nor to make ground applications of larvicides in tidal or non-tidal wetlands or other aquatic breeding sites.] Without receipt of this signed endorsement, the Section will assume that the municipality does not want any aerial adulticiding or non-tidal wetland aerial larviciding, nor any truck-mounted spraying of adulticides, within their jurisdiction during the current pest season (mid-March through mid-November). If a municipality does not sign and return the endorsement before start of the pest season, it must be kept in mind that any change of thought resulting in a municipality to then request spraying later in the season cannot be honored until the endorsement is signed and returned to the Section, which in many cases might slow down or even prohibit the Section's ability to provide timely treatment, even in response to severe nuisance problems or potential disease outbreaks.

#### 2. Adulticide No-Spray Requests and No-Spray Zones

The Mosquito Control Section will not spray those municipality areas delineated by the municipality, and agreed to by the Section, to be zones where: 1) no aerial adulticide can be applied; or 2) areas where no ground adulticide can be applied; or 3) areas where neither method of adulticiding can be done. *Residents/property owners within an incorporated municipality desiring not to be included in the aerial or ground adulticide program must make such requests known by contacting their local municipal government officials.* The decision to request or authorize a No-spray zone within a municipality, and the consequences for doing such, are entirely the responsibility of a municipality's officials. It is anticipated that such No-spray zones will not be sought by municipalities for non-residents or non-property owners (i.e. not applicable to casual visitors or tourists). The municipality, after accounting for factors given in Section 3

below (for sizes of No-spray zones), will prepare maps of No-spray zones that were requested by their citizens and approved by the municipality, and submit these maps to the Mosquito Control Section for review and concurrence. Please note that it is important that the locations and sizes of each No-spray zone within a municipality be identified each and every year, as there will be no automatic carryover of No-spray zone designations from previous years. The Section will review the submitted maps and inform the municipality in writing (by U.S. Mail or e-mail) of its concurrence. If concurrence cannot be given by the Section for the proposed No-Spray zones because of technical or logistical problems, the Section will then meet with municipal officials to resolve these problems. If a municipality wishes to modify the No-spray zone designations after the pest season has started (i.e. after mid-March), the municipality may request such modification from the Section, but should understand that the Section will need at least two weeks advance notice in order to comply with the requested modification.

With exception of a declared public health emergency by appropriate State-level agencies, it must be understood that within a municipality the decision to adulticide for mosquito control purposes or not to spray is totally up to municipal officials, who have to weigh several factors in making this decision, to then possibly be followed by requesting the Mosquito Control Section's treatment services. These officials have to consider the impacts of intolerably high mosquito populations on quality-of-life factors and local economies, along with the possibility of mosquito-borne disease transmission, weighed against very negligible risks to human health or the environment when using EPA-registered adulticides in manner prescribed by the EPA, plus perhaps aircraft noise issues occasionally associated with aerial applications. If a resident or visitor to an incorporated city or town has a problem with this municipal decision, their complaint or grievance should be taken up with the municipality, not with the Mosquito Control Section. If a resident or visitor's complaint or problem involves aircraft noise or other operational issues for how spraying was done, exclusive of concerns or issues dealing with pesticide exposure, the municipality should, in consultation with the Mosquito Control Section, attempt to directly address these issues with the resident or visitor making such complaint. If the complaint or problem concerns pesticide exposure, which in many cases is quite unavoidable in responding to a municipality's request for adulticiding over or within populated areas, the Mosquito Control Section will assist a municipality in technically addressing a complaint or issue raised by a resident or visitor. However, it must be kept in mind that the Section applied the adulticide at the municipality's request, in conjunction with the Section also independently investigating to the extent practicable that the adulticiding was warranted.

### **3. Sizes of No-Spray zones**

Because of technical constraints, a No-spray zone for aerial adulticiding must involve an area having a radius of about 500 feet outward from or around the residence in question (amounting to about 18.0 acres in size), and a No-spray zone for ground spraying must involve an area having a radius of about 300 feet outward from or around the residence in question (amounting to about 6.5 acres in size). Operationally, in almost all cases it will probably **not** be necessary for the No-spray zone be much larger than these minimums (in order to avoid treating the residence where no spraying has been requested), but the final determination of the size of the No-spray zone will be made by the Section on a case-by-case basis.

It must also be recognized by the local municipalities that certain configurations or densities of No-spray zones might also prohibit adulticide spraying to an extent greater than the mere summation of individual No-spray zones. It must also be kept in mind that in many locations the creation of a No-spray zone for an individual residence will preclude adulticide treatment for many neighbors or nearby residences who desire pest relief -- this situation is a dilemma that the local municipality must resolve.

#### 4. Requests for Adulticide Spraying within Municipalities

A city or town each year signing and returning an annual endorsement form does **not** mean that a municipality then automatically receives **all** of our mosquito control services whenever needed without any further actions on the city's or town's part. Converse to this and as a specific exception (and exclusive of a public health emergency that Mosquito Control might recognize), **each and every time** that a municipality wants Mosquito Control to undertake any **adulticide** spraying (to control adult mosquitoes), done by Mosquito Control either via ground-based or aerial applications within or over areas under a municipality's jurisdiction, **then the municipality's designated Mosquito Control contact person** (as indicated by the city or town on the endorsement form), or some other appropriate city or town official, **must first contact the Mosquito Control Section and request such adulticiding**. Please note that there can be occasions when Mosquito Control might recommend to a city or town that such type of spraying be undertaken (based on technical information that our program collects) and whereby we advise that the municipality then officially requests that we take such spray actions, but in many instances it will be more a matter of the city or town first contacting us on an **event-by-event** basis to request that Mosquito Control performs some adulticide spraying (which could be determined by a city or town as being necessary or desirable for Mosquito Control to undertake via a municipality hearing from its citizens or constituents about intolerable local mosquito infestations, or by other means or devices that a city or town might have at its disposal).

For cities or towns in New Castle County and the northern half of Kent County, with the latter to involve all areas north of Camden-Wyoming on an east-west line that essentially includes all areas from south Dover north, extending on the west side from north of Marydel essentially along Rt. 8 into Dover and then eastward out to areas just north of Pickering Beach, the number to call is our **Glasgow office at 302-836-2555**. For cities or towns in all of the remainder of Kent County in its southern portions, including all of Camden-Wyoming, plus Marydel on the west and Pickering Beach on the east, along with all of Sussex County too, the number to call is our **Milford office at 302-422-1512**. Please refer to Mosquito Control's webpage on the DNREC website for more detailed delineations of the geographic jurisdictions for our Glasgow and Milford offices, at <http://www.dnrec.delaware.gov/fw/Services/Pages/MosquitoSection.aspx>

It should be emphasized that any requests for mosquito control spraying coming from residents or visitors in municipalities should **not** be made directly to the Mosquito Control Section, but rather should first go to the appropriate municipal official, such that the city or town can then decide based upon several types of possible inputs as to whether the city or town will then request our Section's control services. The Mosquito Control Section will not respond to such requests if coming to us directly from a resident or visitor in a municipality (although via various means we might still receive such requests), but rather will tell the caller upon hearing of their problem to now contact their appropriate municipal official. A resident or visitor

experiencing mosquito problems in unincorporated areas of the counties can directly call the Mosquito Control Section, done both for our awareness and possible follow-up control actions.

Please note that the Mosquito Control Section is now examining a way for the public to possibly relay to us on-line via e-mail their mosquito complaints or requests for control services, in addition to still being able to provide or request such via calling the phone numbers cited above. As with phone contacts, and if we actually end-up accommodating on-line such e-mailed input regarding mosquito complaints or requests for control services, we will officially respond to such e-mail requests within incorporated municipalities only if sent by appropriate municipal officials. Residents or visitors in municipalities who want to communicate via e-mail their mosquito complaints or requests for services will have to do such via first sending their e-mails to their appropriate municipal officials. For any such e-mails that we might still receive from residents or visitors in municipalities despite our policy, we will then advise them to forward their e-mails to their appropriate municipal officials (just as for phone complaints or requests we then advise them to call their appropriate municipal officials). Residents or visitors in unincorporated areas of the counties who might want to convey via e-mail to us their mosquito complaints or requests for control services will be able to directly do so, using e-mail addresses yet to be determined by the Section (and whereby if we actually do this, we'll have one e-mail address for upstate mosquito problems handled by our Glasgow office, and another e-mail address for downstate mosquito problems handled by our Milford office). Appropriate municipal officials will also be able to use these e-mail addresses in lieu of their calling us for help or relief on behalf of their cities or towns.

## **5. Advance Notification of Spray**

When there is a good probability that adultciding operations are imminent within a municipality, to the extent practicable for sake of public notification the Mosquito Control Section will, for each adultciding event (whether done by air or truck), do the following:

- 1) contact in advance by e-mail an appropriate government official and electronically provide via e-mail a spraying announcement sent to each affected municipality (please note that this e-mail contact is in contrast to our formerly sending such announcements via telefax, a practice that to save staff time and paper is now discontinued starting in the 2012 mosquito control season);
- 2) place a phone spraying announcement on a Mosquito Control Section recorder that citizens can call toll-free at 1-800-338-8181 to find out about the status of spraying;
- 3) on a statewide basis, contact over 12 local radio stations by e-mail and provide a spraying announcement, which the radio stations may or may not choose to broadcast (please note that this e-mail contact is in contrast to our formerly sending such announcements via telefax, a practice that to save staff time and paper is now discontinued starting in the 2012 mosquito control season);
- 4) post a similar spraying announcement on the Mosquito Control Section's (Division of Fish and Wildlife's) DNREC webpage, which the public can access via the Internet at <http://www.dnrec.delaware.gov/fw/Services/Pages/MosquitoSection.aspx> (go to "Mosquito Spraying Announcements" once you have accessed this webpage).

5) for anybody who wants to personally receive via e-mail up-to-date spraying announcements, they can subscribe to a Mosquito Control listserv that will automatically disseminate such announcements to them via the Internet (simultaneously done in conjunction with posting these spraying announcements on Mosquito Control's DNREC webpage) -- the sign-up for this listserv can be accomplished by accessing the Mosquito Control webpage address given in item #4 above;

6) finally, immediately prior to aerial applications of adulticides, the treatment aircraft will briefly circle over pertinent areas within a municipality, to provide final notification or signal in the field of intention to spray.

Any additional notification of intent to spray is up to the participating municipalities to perform or offer, but it is probable that giving additional public notice going beyond what the Mosquito Control Section presently performs would not be very feasible or practicable to do.

To the extent feasible and practicable, with exceptions for health emergencies or when contending with unsettled weather conditions for spraying, such advance notification will be issued by the Mosquito Control Section at least four (4) hours before any adulticide spraying begins, and be done for every adulticiding effort within a municipality's jurisdiction.

The advance notification procedure for spraying described above will now also be followed for every *aerial* larviciding effort within a municipality's jurisdiction (in the past, such notice was routinely provided for spring woodland control aerial larviciding and other aerial treatments of freshwater wetlands, but was not done for aerial larviciding of coastal marshes). While aerial larviciding operations in treating wetland breeding sites usually do not involve spraying directly over people, the unfortunate terrorism events of September 11, 2001 have now greatly increased the public's concern and anxiety about possible bioterrorism incidents, which could occur (at least in theory) via pesticide spray delivery systems, so it is now prudent to ensure that municipal officials are fully aware in advance of any-and-all adulticiding (whether done by air or truck) or aerial larviciding within their jurisdictions. What will not be publicly announced will be truck-based spraying of larvicides (e.g. along roadside ditches) or hand-applied or back-pack larviciding done on foot (e.g. when treating localized breeding sites in small pocket marshes or in residential areas), since these types of activities are: 1) sometimes numerous and scattered; 2) are often not determined to be necessary until actually on-site; and 3) because of their carefully targeted applications to localized surface water (as opposed to the widespread spraying of adulticide aerosols over uplands or marshes by aircraft or truck, or the relatively widespread aerial spraying of larvicides over wetlands), such applications hardly generate any public awareness, concern or comment.

For sake of good communications, and to help other agencies respond to possible public inquiries about mosquito control spraying activities, advance notifications of spraying are also provided by the Mosquito Control Section via e-mail or telefax to the Delaware Emergency Management Agency (DEMA), to each county's 911 Emergency Call Center, and to the Delaware Department of Agriculture's (DDA) Pesticide Compliance Section and to the DDA's State Apiarist. The preference is to now provide such notification via e-mails.

Additionally, by a working agreement adopted in 2001 among the Mosquito Control Section, the DDA's State Apiarist, and the Delaware Beekeeping Association, for all aerial adulticide spray announcements the Mosquito Control Section now indicates via coded grid-block numbers (for a special map of Delaware) where aerial adulticide spraying activities are intended to occur. By the tri-party working agreement, it is incumbent upon commercial beekeepers to assume responsibility for their keeping up-to-date and for their being aware about locations where aerial adulticiding is soon intended, achieved by the beekeepers taking advantage of the various spray announcement devices mentioned above (i.e. toll-free phone calls, radio

announcements, webpage postings, listserver e-mails). If a commercial beekeeper has a problem with where some spraying will soon occur, the beekeeper should then inform the Mosquito Control Section in timely manner about such concerns, so that appropriate spray measures can be taken by Mosquito Control to avoid or minimize any adverse impacts to beekeeping operations. Since commercial beekeepers frequently move their bee colonies around in addressing crop pollination needs, and since the need for mosquito control spraying can be quite geographically variable and occur with relatively short notice, it is important that good two-way communications be maintained between Mosquito Control and commercial beekeepers, which adherence to the working agreement's protocols is intended to provide. The DDA State Apiarist distributes to each of Delaware's registered beekeepers a copy of the working agreement and the coded grid map.

## **6. Time of Spraying**

To the extent feasible and practicable, adulticide spraying will be conducted at times which minimize direct human exposure (preferably early morning or late evening for aerial applications). During the summer peak "tourist season" from the Friday evening immediately before the Memorial Day weekend through the Monday evening of Labor Day weekend, aerial adulticide applications in the "coastal resort strip" from Lewes to Fenwick Island may be made on weekdays in the morning from 5:30 to 8:30 a.m. and in the evenings from 6:00 to 9:00 p.m., excluding the weekend that is defined here as Friday evenings through Monday mornings (and through Monday evenings on holiday Mondays of 3-day "weekends"). The "coastal resort strip" itself may be viewed as extending landward of the Atlantic Ocean coastline from Lewes to Fenwick Island a distance of up to about 5 miles inland, as well as about 2 miles landward of the primary bayshores composing the Inland Bays. Exceptions to not aeriaily adulticiding the coastal resort strip between Friday evening and Monday morning can occur at special request (in writing) from a municipality, or in event that inclement weather or other circumstances prevent timely, effective adulticiding at other times, whereby only the Friday evening to Monday morning weekend period is left for timely, effective spray application. Aerial adulticide applications will only be made when weather conditions comply with product-label spraying requirements (e.g. clear visibility and winds no more than 10 mph). Outside the coastal resort strip area, the weekend exclusion for adulticide spraying will not apply, but the daily time slots for spraying will still apply. An exception to the desired early morning and evening times for aerial spraying can occur when unusual weather conditions (e.g. fog, excessive wind, temperature inversions) preclude applications at the desired times, and yet the mosquito situation is so bad that spraying must still be performed that day, in which case spraying would also be permissible in the day between early morning and late evening. Ground applications of adulticides statewide may generally be done from early evening through the night into early morning on weekdays or weekends, except that municipalities within the coastal resort strip from Lewes to Fenwick Island during the summer peak "tourist season" will generally not receive ground adulticide applications on the weekends (defined as above); municipalities within the coastal resort strip still might be ground-sprayed on weekends at special request (in writing) of a municipality, or if inclement weather or other circumstances prevent timely, effective ground applications at other times. Ground applications will only be done when weather conditions comply with product-label spraying requirements.

## 7. Adulticides Used

The Mosquito Control Section may aerially apply by twin-engine aircraft or helicopter at application rates up to those indicated below one or more of the following adulticides, with the choice of which product to use per spray event dependent upon the problem species to treat and other technical factors or local considerations:

- 1) Dibrom Concentrate (naled) applied at 0.10 lbs. AI/A, applied in ULV concentrated formulation of 1.0 oz./A, or
- 2) Trumpet EC (naled) applied at 0.10 lbs. AI/A, applied in ULV concentrated formulation of 1.2 oz./A, or
- 3) Scourge 18%+54% MF (resmethrin + PBO) applied at 0.007 lbs. resmethrin AI/A + 0.021 lbs. PBO AI/A, mixed with mineral oil, applied at a total volume of 3 oz./A (0.6 oz. Scourge 18-54/A plus 2.4 oz. mineral oil/A), or
- 4) Anvil 10+10 (sumithrin + PBO) applied at 0.0036 lbs. AI/A, applied in ULV concentrated formulation of 0.62 oz./A, or
- 5) Permanone 31-66 (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 6) Biomist 31+66 ULV (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 7) Kontrol 31-67 Concentrate (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 8) Evoluer 30-30 ULV (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 9) Aqualuer 20-20 (permethrin + PBO) applied at 0.0035 lbs. AI/A applied in ULV concentrated formulation.
- 10) Zenivex E20 (etofenprox) applied at 0.00175-0.0070 lbs. AI/A applied ULV in undiluted, concentrated formulation; or mixed with mineral oil and also applied ULV.

The following adulticides may be ground applied at application rates up to those indicated by truck-mounted Beecomist ULV (Ultra Low Volume) or London Fog ULV ground foggers:

- 1) Scourge 18%+54% MF (resmethrin + PBO) applied at a rate up to 0.007 lbs. resmethrin AI/A + 0.021 lbs. PBO AI/A, mixed with mineral oil, applied at a total volume of 3 oz./A (0.6 oz. Scourge 18-54/A plus 2.4 oz. mineral oil/A), or
- 2) Anvil 10+10 (sumithrin + PBO) applied at 0.0036 lbs. AI/A, mixed with mineral oil, applied at a total volume of 1.24 oz./A (0.62 oz./A Anvil 10+10 plus 0.62 oz. mineral oil/A), or
- 3) Permanone 31-66 (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or

- 4) Biomist 31+66 ULV (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 5) Kontrol 31-67 Concentrate (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 6) Evoluer 30-30 ULV (permethrin + PBO) applied at 0.0035 lbs. AI/A, mixed with mineral oil applied in ULV concentrated formulation, or
- 7) Aqualuer 20-20 (permethrin + PBO) applied at 0.0035 lbs. AI/A, applied in ULV concentrated formulation.
- 8) Zenivex E20 (etofenprox) applied at 0.00175-0.0070 lbs. AI/A applied ULV in undiluted, concentrated formulation; or mixed with mineral oil and also applied ULV.
- 9) Duet (prallethrin + sumithrin + PBO) applied at 0.0003-0.0008 lbs. AI/A for prallethrin component, plus 0.0012-0.0036 lbs. AI/A for sumithrin component, both applied as a packaged mix in ULV concentrated formulation.

The Mosquito Control Section will make accessible via CD to each incorporated municipality a copy of each adulticide's product label and its accompanying Material Safety Data Sheet (MSDS), provided for their informational purposes as part of annual Spray Policy packets sent to each municipality.

### **8. Larvicides Used**

The Mosquito Control Section may apply at application rates up to those indicated one or more of the following larvicides aerially by twin-engine aircraft or helicopter, or from the ground using truck-mounted sprayers or hand application methods, with the choice of which product to use per spray event dependent upon the problem species to treat and other technical factors or local considerations:

- 1) Abate 4E (temephos) applied at 0.048 lbs. AI/A, applied at 1.5 oz. Abate 4E/A mixed with water to achieve a final application volume of 64 oz./A, or
- 2) Abate 5BG (temephos) applied at 0.1 lbs. AI/A, applied in granular formulation at 2 lbs./A, or
- 3) Abate 2BG (temephos) applied at 0.1 lbs. AI/A, applied in granular formulation at 5 lbs./A, or
- 4) VectoBac 12AS (Bti) applied at 32 oz./A, or
- 5) VectoBac GS or G (Bti) applied in granular formulation at 10 lbs./A, or
- 6) Aquabac XT (Bti) applied at 32 oz./A, or
- 7) Aquabac 200G (Bti) applied in granular formulation at 10 lbs./A, or
- 8) Teknar SC (Bti) applied at 32 oz./A, or
- 9) Teknar G (Bti) applied in granular formulation at 10 lbs./A, or

- 10) Altosid Liquid Larvicide (5% methoprene) applied at 0.013 lbs. AI/A, applied at 4 oz./A mixed with water to achieve a final application volume of 32 oz./A, or
- 11) Altosid Liquid Concentrate (20% methoprene) applied at 0.013 lbs. AI/A, applied at 1 oz./A mixed with water to achieve a final application volume of 32 oz./A, or
- 12) Altosid Pellets (methoprene) applied at 10 lbs./A, or
- 13) Altosid SBG (methoprene) applied in granular formulation at 10 lbs./A, or
- 14) Altosid Briquets (methoprene) applied at one briquet/100 sq. ft., or
- 15) Altosid XR Extended Residual Briquets (methoprene) applied at one briquet/200 sq. ft., or
- 16) Altosid XR-G (methoprene) applied in granular formulation up to 20 lbs./A, or
- 17) VectoLex CG (Bacillus sphaericus) applied in granular formulation at 20 lbs./A, or
- 18) Agnique MMF (nonionic surfactant) applied at 3 oz/1000 sq. ft., or
- 19) Agnique MMF G (nonionic surfactant) applied in granular formulation up to 21.5 lbs./A, or
- 20) Arosurf (nonionic surfactant) applied at 3 oz/1000 sq. ft., or
- 21) Natular 2EC (spinosad) applied at up to 2.8 oz/A, or
- 22) Natular G (spinosad) applied up to 9 lbs./A, or
- 23) Natular G30 (spinosad) applied in granular formulation up to 20 lbs./A, or
- 24) Vectolex WSP (Bacillus sphaericus) applied at 1 pouch/50 sq.ft.

The Mosquito Control Section will make accessible via CD to each incorporated municipality a copy of each larvicide's product label and its accompanying Material Safety Data Sheet (MSDS), provided for their informational purposes as part of annual Spray Policy packets sent to each municipality.

## **9. Public Health Emergencies**

In the event of an Eastern Equine Encephalitis (EEE), St. Louis Encephalitis (SLE), or West Nile Encephalitis (WNE) public health emergency, jointly recognized by DNREC and the Delaware Division of Public Health, aerial or ground adulticiding might be carried out over municipalities that have not signed the Spray Policy endorsement agreeing to permit such activities, as well as spraying also possibly occurring in designated No-spray zones, ceasing when the public health emergency is terminated. In event of a public health emergency, general public health considerations to prevent or lessen serious disease problems must take precedent over individual desires to avoid a short-term exposure to an insecticide that is registered by the EPA for application over populated areas, with knowledge that such exposures will of course take place but which are of minimum risk to human health and safety. The Section will try to continue to observe to the extent feasible and practicable its policies on advance notification, timing of spraying, and type of insecticides used, but public health concerns during emergencies

may necessitate deviations from these protocols, such as for application timing, for treating No-spray zones, etc.

#### **IV. PROTOCOLS FOR ADULTICIDING UNINCORPORATED AREAS**

The spraying of adulticides by aerial or ground application in unincorporated areas does not require a signed Mosquito Control Spray Policy endorsement such as is needed prior to spraying incorporated municipalities. Because of insurmountable practical and logistical problems in communicating with individual citizens or civic associations in unincorporated areas, the Mosquito Control Section must assume that timely and safe adulticiding is allowable and desired whenever pest populations become excessive or mosquito-borne disease potentially threatens. The Section will determine when and where adulticiding is necessary, based on physical evidence and in conjunction with complaints from individual citizens or civic or homeowners associations. Similarly, the Section's ability to use larvicides, whether applied aerially or by ground, will not require any signed endorsements for when spraying is done in unincorporated areas.

Requests for no spraying of ground or aerially-applied adulticides in unincorporated areas can be made by individual residents or property owners by directly contacting the Mosquito Control Section, to request a form for applying for No-spray zone consideration, which after completion should then be returned to the Mosquito Control Section at the address indicated on the form (note: to request the application form, contact the Mosquito Control Section at 302-739-9917; or write to Delaware Mosquito Control Section, Division of Fish and Wildlife, DNREC, 89 Kings Highway, Dover, DE. 19901; or you can download a copy of the form over the Internet, by accessing <http://www.dnrec.delaware.gov/fw/Services/Pages/MosquitoSection.aspx>, and then go to "Request a No-spray Zone application").

Please note that in situations in unincorporated areas where a local civic or homeowners association exists that encompasses a residence for which a No-spray zone designation is sought, the Mosquito Control Section will then encourage and expect the No-spray zone request form to be submitted by an appropriate official or representative of the local civic or homeowners association, done on behalf of the resident making the No-spray zone request, with the resident helping to provide the appropriate official or representative for purposes of form completion the reason(s) or rationale behind the No-spray zone request and other pertinent personal information. Adhering wherever possible to this protocol will help ensure that the residents in a neighborhood or development represented by a local civic or homeowners association will then be aware of the No-spray zone request and its possible ramifications; and via the request form's submission by an appropriate official or representative, that the local civic or homeowners association is then in agreement or concurrence with a resident's request for a No-spray zone. This should then also assist a local civic or homeowners association to provide notice and explanations to their association's members who might then not receive pest relief services, resulting from a neighbor of theirs requesting and being granted a No-spray zone designation.

All such requests for No-spray zones must be made prior to March 1 for each pest season and must be made in writing using the approved form, which will request information such as name, address, and telephone number of the resident or property owner requesting no spraying, a map indicating the location of the property not to be adulticided, and the reason(s) for requesting the No-spray zone. The names, addresses and phone numbers of all residents or property owners that adjacently border a property where no spraying is requested must also be submitted by a person requesting a No-spray zone. This will assist the Mosquito Control Section in evaluating the No-spray zone request and in providing explanations to people who might then not receive pest relief services, resulting from their neighbor being granted a No-spray zone designation. Individuals must indicate whether they are requesting no aerially-applied adulticides, no ground-

applied adulticides, or both. Similar as with No-spray zones established within incorporated municipalities, the size of such zones for aerial adulticiding must involve an area having a radius of about 500 feet outward from or around the residence in question (amounting to about 18.0 acres in size), and a No-spray zone for ground spraying must involve an area having a radius of about 300 feet outward from or around the residence in question (amounting to about 6.5 acres in size). If the entire requested No-spray zone all fits inside the property of the person requesting such designation, then submitting information about neighboring residents or property owners will not be required.

This request for no spraying must be submitted each and every year using the approved form, as there will be no automatic carryover of No-spray zone requests from year to year. If an individual citizen or a local civic or homeowners association in an unincorporated area wishes to request a No-spray zone after the pest season has started (i.e. after mid-March), such requests may be submitted in writing to the Section similar to requests made prior to mid-March. However, due to the logistical problems in changing operational spraying procedures and advising contractors of revisions, the requester should understand that the Section will need at least two weeks advance notice in order to consider and review the request and to initiate procedural changes (if any).

Based upon the written requests for no spraying of adulticides, the Section will determine the need for and boundaries of No-spray zones and will notify the individual or a local civic or homeowners association of the Section's decision. When possible, the Section prefers that individual requests for no spraying in areas or neighborhoods that have local civic or homeowners associations be coordinated and conveyed in writing to the Section by the association prior to mid-March; however, individual requests can still be presented to the Section.

The application of adulticides in unincorporated areas will be similar to what is done in incorporated municipalities regarding times of spraying, insecticides used, and public health emergencies. However, in regard to providing advance notification of each spraying event, and because of insurmountable logistical problems, telephone calls or other personal contacts by the Section to individual citizens or local civic or homeowners associations will *not* be made. Nonetheless, concerned citizens can still inquire about the Section's intentions to spray by contacting, on a daily basis, the toll-free phone recording at 1-800-338-8181 or the Section's webpage posting at <http://www.dnrec.delaware.gov/fw/Services/Pages/MosquitoSection.aspx> (and go to "Mosquito Spraying Announcements" on the webpage), or they can subscribe to the Section's listserv to automatically receive such spray announcements via the Internet, and they can also be aware of pending spray operations by listening to any spray announcements that may be broadcast by local radio stations.

## **V. RESOLVING CONFLICTS IN UNINCORPORATED AREAS BETWEEN PERSONS REQUESTING NO SPRAYING vs. PERSONS WANTING PEST RELIEF VIA ADULTICIDING**

Whenever possible, persons living in unincorporated areas who do not desire adulticiding will try to be accommodated by the Mosquito Control Section. However, conflicts sometimes arise when one or more nearby neighbors demand adulticiding for pest relief. Such conflict can arise either during the consideration or designation process for a No-spray zone or after a No-spray zone has been designated. When such conflict arises, the Section will attempt to resolve the disputes on a case-by-case basis, resulting in either continuation or resumption of adulticiding measures, modification of adulticiding measures, or stopping or continued cessation of adulticiding measures. Wherever local civic or homeowners associations exist that encompass a

residence for which a No-spray zone might be sought, the Mosquito Control Section will then also look to an appropriate association governing board or an association official to help make the determination whether to grant a No-spray zone designation. Having a local civic or homeowners association actually submit the No-spray zone request form on a resident's behalf also then indicates to the Mosquito Control Section that the ramifications of possibly not treating anywhere from about 6.5-18.0 acres within a neighborhood or development have been examined by the local association, and that the association is in agreement or concurrence to go forward in accommodating a No-spray zone. Value judgments of public health, safety, comfort and quality-of-life must be weighed against the health or other concerns of an individual requesting no spraying, with such judgments made either by the Mosquito Control Section, or by a local civic or homeowners association wherever such exist that pertinently apply. Individuals with special medical problems possibly attributed to pesticide exposure can obtain a physician's written opinion acknowledging pesticide sensitivity, and such people will be given special consideration by the Section to the extent feasible and practicable, with hopefully similar consideration also extended by a local civic or homeowners association wherever such exist that pertinently apply.

The Section will try to resolve all conflicts in a manner acceptable to all parties, including if requested helping a local civic or homeowners association also resolve such conflicts, but public health concerns possibly affecting many people (e.g. arbovirus encephalitis outbreaks) must take precedence over other considerations. For most individuals having health-related concerns involving adulticide exposures, such people can satisfactorily minimize their concerns by paying attention to the advance spray notification process, followed by their taking common-sense measures to minimize or avoid exposure (e.g. temporarily leave the spraying area, temporarily moving inside, temporarily closing windows and doors, etc.). However, please note that given the safety of the types of EPA-registered adulticides or larvicides that the Section uses, and how these products are then applied with very minimal human health risks, which for a vast majority of people no special precautions need to be taken to avoid exposure to the Section's operational spraying.

## **VI. POLICY APPLICABILITY – TYPES OF SPRAY APPLICATIONS**

This policy's requirements to request participation of incorporated cities or towns, and to give advance notice of intention to spray in incorporated cities or towns, is applicable to aerial applications of adulticides, as well as for ground application of adulticides when delivered by truck-mounted sprayers. Participatory consent by cities or towns is also needed for aerial applications of larvicides during the spring woodland control program or for aerial larviciding of other freshwater wetlands; but such participatory consent from municipalities is not needed for aerial larviciding over coastal tidal wetlands, nor for the ground application of larvicides by truck-mounted sprayers or hand or back-pack application methods. However, advance spraying notice of all aerial larviciding within municipalities will be given. This policy's requirements for the Mosquito Control Section to give advance notice to cities or towns of intention to spray is not applicable to ground applications of larvicides when delivered by truck-mounted sprayers or on-foot by back-pack sprayer, hand-held sprayer, or hand toss. [It must be noted that if a municipality desires only on-foot applications of insecticides that are done by hand or back-pack, and does not agree to aerial applications of insecticides nor to adulticide applications by truck-mounted sprayers, in many cases and locations it will then not be possible to provide satisfactory nuisance control or disease prevention.]

The spray policy is also applicable to insecticide applications that are made for mosquito control in unincorporated areas, in regard to many needs, matters or practices that are similar to what occurs in cities or towns; as well as providing some protocols that are specific or unique for

adulthood in unincorporated areas, where municipal government interactions are not possible nor applicable.

Finally, requirements to follow this spray policy can be waived by DNREC during a declared public health emergency (see Section III-8).

## **VII. GENERAL EMERGENCY WAIVERS**

The Department, for exceptional circumstances or during emergencies, may modify this policy on a case-by-case basis.

## **VIII. POLICY ADOPTION**

This "Mosquito Control Spray Policy" is adopted as Delaware Department of Natural Resources and Environmental Control management policy, and supersedes any previous written or unwritten policies.

First formulated and adopted in February, 1990.

Latest revision = January 8, 2013.